



Registration of a Charge

Company Name: **THE PRUDENTIAL ASSURANCE COMPANY LIMITED**

Company Number: **00015454**



Received for filing in Electronic Format on the: **12/07/2022**

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Details of Charge

Date of creation: **01/07/2022**

Charge code: **0001 5454 0070**

Persons entitled: **PRUDENTIAL INTERNATIONAL ASSURANCE PLC**

Brief description: **FIXED CHARGE OVER THE SECURED ACCOUNTS SET OUT IN SCHEDULE 1 TO THE DEED AND W/IGIBLE UNITS SPECIFIED IN THE DEED**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMES COSTI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 15454

Charge code: 0001 5454 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2022 and created by THE PRUDENTIAL ASSURANCE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2022 .

Given at Companies House, Cardiff on 14th July 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED: 1 July **2022**

THE PRUDENTIAL ASSURANCE COMPANY LIMITED
as Chargor

– and –

PRUDENTIAL INTERNATIONAL ASSURANCE PLC
as Chargee

DEED OF CHARGE

Slaughter and May
One Bunhill Row
London EC1Y 8YY

(Ref: HJZB/MLXT)

567395630

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EXECUTION VERSION

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THIS DEED is made on

1 July 2022

BETWEEN:

- (1) **THE PRUDENTIAL ASSURANCE COMPANY LIMITED**, a company registered in England and Wales under registered number 00015454 whose registered office is at 10 Fenchurch Avenue, London EC3M 5AG (the "**Chargor**"); and
- (2) **PRUDENTIAL INTERNATIONAL ASSURANCE PLC.**, a company registered in the Republic of Ireland with number 200956, whose registered office is at Montague House, Adelaide Road, Dublin 2 (the "**Chargee**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"Account Control Agreement" means an account control agreement entered into on or about the date of this Deed by the Chargor, the HAFFSF and the Custodian in relation to the Secured Accounts;

"Business Day" means any day, other than Saturday and Sunday, on which banks are generally open for business in London and Luxembourg;

"Charged Collateral" has the meaning given to that term in Clause 3;

"Charged Property" means the property, assets and rights (including the Charged Collateral) for the time being subject to the security granted pursuant to this Deed;

"Clearing System" means Euroclear Bank S.A./N.V., Clearstream Banking, Société Anonyme, Luxembourg, The Depository Trust & Clearing Corporation and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominee or depositary for any such person, which system is from time to time used in connection with transactions relating to Charged Collateral;

"Collateral" means all the Eligible Units, cash and/or other assets which stand to the credit of the Secured Accounts from time to time;

"Collateral Rights" means all rights, powers and remedies of the Chargee provided by this Deed or by law in relation to the Charged Property;

"Custodian" means HSBC Bank plc, incorporated in England and Wales with company registration number 00014259 and with its registered office at 8 Canada Square, London E14 5HQ, or any successor Custodian appointed in accordance with the terms of the Reinsurance Agreement and the Account Control Agreement;

"Custody Agreement" means the custody agreement dated on or around the date of this Deed between the Chargor and the Custodian (or any replacement custody agreement

with an alternate or successor custodian appointed pursuant to the Reinsurance Agreement and the Account Control Agreement);

"Delegate" means any person appointed pursuant to Clause 13 and any person appointed as an attorney of the Chargee and/or any Receiver;

"Eligible Units" means the registered units of M&G (Lux) Reserved Investment Funds (1), FCP-RAIF – M&G (Lux) Managed Fund Growth issued by M&G (Lux) Reserved Investment Funds (1), FCP-RAIF or such other securities and/or assets as the Chargor and the Chargee agree in writing from time to time;

"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation, assignment, trust arrangement, right of set-off, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or other type of preferential arrangement (including without limitation, a title transfer or retention arrangement) having similar effect (other than a lien routinely imposed on securities in a relevant Clearing System), except to the extent that the same arises from the express terms of the Custody Agreement and the Account Control Agreement;

"Enforcement Notice" means a notice in the form appearing in Schedule 2 (*Form of Enforcement Notice*) served by the Chargee on the Chargor in accordance with Clause 10.1 notifying the Chargor that an Enforcement Event has occurred and that the Chargee intends to enforce the security conferred on it hereunder;

"Enforcement Event" shall occur if the Chargor fails to perform the Secured Obligations when due in accordance with the Reinsurance Agreement;

"FSMA" means the Financial Services and Markets Act 2000;

"GBP", "£" or "sterling" mean the lawful currency of the United Kingdom;

"LPA 1925" means the Law of Property Act 1925;

"Parties" means the Chargor and the Chargee and **"Party"** shall mean either of them as the context may indicate;

"Permitted Encumbrance" means any Encumbrance existing at any time (a) in favour of the Chargee; (b) in favour of the Custodian under the Custody Agreement and/or the Account Control Agreement; (c) in favour of any Sub-custodian arising by operation of law or by reason of its agreement with the Custodian; (d) granted to a cedant for the purposes of enabling such cedant to recover from the Chargor pursuant to a reinsurance agreement the amount that it would have received if it had been a direct policyholder of the Chargor (and not been subordinated pursuant to the Insurers (Reorganisation and Winding-Up) Regulations 2004) which are subordinated to the charges created by this Deed; or (e) any other security interest to which the Chargee gives its prior written consent;

"Receiver" means a receiver appointed under this Deed;

"Reinsurance Agreement" means the reinsurance agreement dated on or about the date of this Deed entered into between the Chargor and the Chargee;

"Secured Accounts" means each custody account and/or cash account of the Chargor set out in Schedule 1 (*Secured Accounts*) to this Deed held with the Custodian under the Custody Agreement and subject to the Account Control Agreement, or any replacement account opened from time to time with the Custodian or with an alternate or successor custodian appointed pursuant to the Reinsurance Agreement and the Account Control Agreement;

"Secured Obligations" means the obligation of the Chargor to transfer or procure the transfer of the Relevant Custody Assets and/or the Termination Amount (as each such term is defined in the Reinsurance Agreement) to the Chargee (or, if so directed by the Chargee, to the HAFFSF) following the termination of the Reinsurance Agreement in accordance with Clause 14.7 of the Reinsurance Agreement; and

"Sub-custodian" means any bank or financial institution appointed by the Custodian pursuant to the Custody Agreement which may from time to time hold the Collateral or any part of it on behalf of the Custodian for the Chargor.

1.2 In this Deed, unless otherwise specified, any reference to:

- (A) **"assets"** includes properties, revenues and rights of every kind, present, future and contingent, and whether tangible or intangible;
- (B) **"authorisation"** or **"consent"** shall be construed as including any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
- (C) a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (D) **"this Deed"** or any other agreement or instrument is a reference to this Deed or other agreement or instrument as it may have been amended, supplemented, replaced or novated from time to time and includes a reference to any document which amends, supplements, replaces, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or, as the case may be, the relevant deed, agreement or instrument;
- (E) **"law"** includes any present or future common or customary law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, by-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (F) a **"person"** includes any natural person, firm, company, government, state or agency of a state, any local or municipal authority, trust or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing; and
- (G) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent).

1.3 Interpretation of this Deed

- (A) Unless a contrary indication appears, a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- (B) Unless a contrary indication appears, a reference to a time of day shall be construed as referring to London time.
- (C) The terms **"include"**, **"includes"** and **"including"** shall be construed without limitation.
- (D) References in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.
- (E) Clause and Schedule headings are for ease of reference only and shall be ignored in construing this Deed.
- (F) Unless a contrary indication appears, references to any provision of any law are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re-enacted, and as referring to all bye laws, instruments, orders, decrees, ordinances and regulations for the time being made under or deriving validity from that provision.
- (G) An Enforcement Event is **"continuing"** if it has not been remedied or waived.

1.4 Any capitalised term used in this Deed, which is not defined herein, but which is defined in the Account Control Agreement, the Reinsurance Agreement or the Custody Agreement shall have the meaning given to it in the Account Control Agreement, the Reinsurance Agreement or the Custody Agreement, as the case may be, provided that to the extent there is any conflict between the definitions in:

- (A) this Deed and any other agreement, the definitions in this Deed shall prevail; and
- (B) the Custody Agreement, the Account Control Agreement and the Reinsurance Agreement (but not this Deed), the definitions in the Reinsurance Agreement shall prevail.

2. COVENANT TO PERFORM THE SECURED OBLIGATIONS

- 2.1 The Chargor shall discharge the Secured Obligations in accordance with the Reinsurance Agreement.
- 2.2 The Chargee shall have recourse against the Chargor pursuant to this Deed only to the Charged Property and the Collateral and, having realised the Charged Property and the Collateral in accordance with this Deed, the Chargee shall not be entitled to take any further steps against the Chargor or its other assets to recover any amounts due but still unpaid in respect of the Secured Obligations, and all claims, debts, liabilities and obligations in respect of such amounts due but still unpaid shall be extinguished.
- 2.3 For the avoidance of doubt, Clause 2.2 above shall not in any way limit contractual claims that are made under the Reinsurance Agreement or the Policy.

3. FIXED CHARGE

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, the Chargor, with full title guarantee, charges to the Chargee by way of first fixed charge, all of its right, title and interest from time to time in and to each Secured Account and the Collateral (the "**Charged Collateral**").

4. ASSIGNMENT

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, the Chargor, with full title guarantee, hereby assigns by way of security in favour of the Chargee all its rights, title and interest from time to time in, under and in connection with the Custody Agreement and the Account Control Agreement or otherwise arising in connection with any Collateral.

5. NATURE AND PROTECTION OF SECURITY

- 5.1 The security created by this Deed shall be a continuing security and shall remain in full force and effect as a continuing security unless and until released or discharged by the Chargee pursuant to this Deed, and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate discharge, transfer or payment in whole or in part. The security constituted by this Deed shall be in addition to and shall not merge with any other security now or subsequently held by the Chargee for the Secured Obligations.
- 5.2 The Chargee need not, before exercising any of the rights, title, benefit and interest conferred upon it by this Deed or by law (i) take action or obtain judgement against the Chargor or any other person in any court, (ii) make or file any claim or proof in the liquidation of the Chargor or any other person or (iii) enforce or seek to enforce the recovery of the moneys and liabilities hereby secured or enforce or seek to enforce any other security interest or guarantee.
- 5.3 Each of the charges on the terms set out in Clause 3 and the assignment on the terms set out in Clause 4 constitutes and effects an immediate and full charge and/or

assignment of the Charged Property and shall be effective, and the security intended to be created by this Deed shall be constituted, immediately upon its execution.

- 5.4 Without prejudice to Clause 5.3, the Chargor shall continue to be entitled to receive payments and to exercise all of the rights, powers, discretions, claims and remedies which would (but for this Deed) be vested in the Chargor under and in respect of the Charged Property unless and except to the extent that either:
- (A) any such exercise is prohibited by or would contravene, or result in a contravention of, or would conflict with the rights of the Chargee under, this Deed, the Reinsurance Agreement, the Custody Agreement or the Account Control Agreement; or
 - (B) the Chargee requires otherwise following service of an Enforcement Notice properly delivered in accordance with the terms of this Deed.
- 5.5 The Chargor shall remain at all times bound by and liable to perform all of the obligations and liabilities assumed by it under or in respect of the Charged Property to the same extent as if the security created pursuant to this Deed had not been created.
- 5.6 If any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) or arrangement is made in whole or in part by the Chargee on the faith of any payment, security or other disposition which is avoided or must be restored upon insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred.
- 5.7 No failure to exercise, nor any delay in exercising, on the part of the Chargee, any Collateral Rights shall operate as a waiver, nor shall any single or partial exercise of a Collateral Right prevent any further or other exercise of that or any other Collateral Right.
- 5.8 If the Chargee at any time receives notice of any subsequent mortgage, assignment, charge or other similar interest affecting all or any part of the Collateral, all payments made by the Chargor to the Chargee after that time shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Chargee received notice.
- 5.9 Without prejudice to the other provisions of this Deed, neither this Deed nor the security created under this Deed nor the liability of the Chargor for the Secured Obligations shall be prejudiced or affected by:
- (A) any variation or amendment of, or waiver or release granted under or in connection with, any other security or any guarantee or indemnity or other document; or
 - (B) any time or waiver granted, or any other indulgence or concession granted, by the Chargee to the Chargor or any other person; or

- (C) the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Chargee or any other person of any other security or any guarantee or indemnity or other document; or
- (D) any change in the constitution of the Chargor; or
- (E) the existence of any claim, set-off or other right which the Chargor may have at any time against the Chargee or any other person; or
- (F) the making or absence of any demand for payment or discharge of the Secured Obligations on the Chargor or any other person, whether by the Chargee or any other person; or
- (G) any other thing done or omitted or neglected to be done by the Chargee or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect any of the security interests created under this Deed or the liability of the Chargor for the Secured Obligations.

6. REPRESENTATIONS

6.1 The Chargor represents and warrants to the Chargee that:

- (A) it is a company duly formed and validly existing under the laws of its jurisdiction of formation;
- (B) it has the capacity and power to execute and deliver this Deed and to perform its obligations under it and has taken all necessary action to authorise such execution, delivery and performance;
- (C) the persons signing this Deed on its behalf are authorised to do so on its behalf;
- (D) it has obtained all authorisations of any governmental or regulatory body required in connection with the execution, delivery and performance of this Deed and such authorisations are in full force and effect;
- (E) the execution, delivery and performance of this Deed has not, and will not, violate any law, rule or judicial order applicable to it, the Chargor's constitutional documents, or any material agreement or document which is binding upon the Chargor or any of its assets;
- (F) it is acting as a principal in entering into this Deed and performing its obligations hereunder; and
- (G) it has the right to charge the Charged Property in favour of the Chargee under this Deed.

6.2 The representations and warranties set out in this Clause 6 are made on the date of this Deed.

7. COVENANTS AND UNDERTAKINGS

- 7.1 The undertakings in this Clause 7 are given to the Chargee by the Chargor and will remain in force from the date of this Deed for so long as any of the Secured Obligations are or could be (if the Reinsurance Agreement was terminated in accordance with its terms) outstanding or any security interest created under this Deed has not been released or discharged.
- 7.2 The Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to create the security and perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed and the security created under this Deed.
- 7.3 The Chargor shall not without the prior written consent of the Chargee:
- (A) create or permit to subsist any Encumbrance over any of the Charged Property (other than a Permitted Encumbrance);
 - (B) permit or agree to any variation of its rights under the Custody Agreement and/or the Account Control Agreement;
 - (C) terminate the Custody Agreement and/or the Account Control Agreement;
 - (D) withdraw, dispose or otherwise give any instructions to the Custodian in respect of the Collateral, except in accordance with the terms of the Account Control Agreement; or
 - (E) give any instruction that contravenes any of the Chargor's obligations under the Reinsurance Agreement, the Custody Agreement, the Account Control Agreement or this Deed.
- 7.4 Prior to the occurrence of an Enforcement Event, the Chargor shall promptly pay any amounts which may be due or become due in respect of the Collateral (if any).
- 7.5 The Chargor shall at all times remain liable to observe and perform all of the other conditions and obligations relating to the Collateral.

8. PART VII TRANSFERS

Nothing in this Deed shall restrict, prevent or limit the Chargor from entering into an insurance business transfer scheme pursuant to Part VII of FSMA whether in respect of the whole or part of the Chargor's assets and liabilities (which scheme may, for the avoidance of doubt, include the transfer of the rights and obligations of the Chargor under this Deed but without prejudice to any right the Chargee may have to argue that it would be adversely affected by the carrying out of such a scheme). "Insurance business transfer scheme" for the purposes of this Clause 8 and Clause 26.1 has the same meaning ascribed to it as under section 105 of FSMA.

9. FURTHER ASSURANCE

The Chargor shall at its own expense execute all documents and do or procure all things (including the delivery, transfer, assignment or payment of all or part of the Collateral to the Custodian or Sub-custodian on behalf of the Chargee) that the Chargee may reasonably consider to be necessary for (a) enforcing its security under this Deed or (b) conferring on the Chargee security over any Collateral located outside England and Wales equivalent or similar to the security intended to be conferred on the Chargee by or pursuant to this Deed or (c) perfecting and protecting its security over or title to all or any part of the Charged Property, or perfecting or protecting the priority of such security or (d) enabling the Chargee to vest and transfer all or part of the Collateral in its name or in the name of its nominee(s), agent or any purchaser in the enforcement of its security under this Deed.

10. ENFORCEMENT OF SECURITY

10.1 The Chargee may, at any time after the occurrence of an Enforcement Event which is continuing, serve an Enforcement Notice on the Chargor in accordance with Clause 21 (*Notices*), with a copy to the Custodian, which notice shall take effect immediately upon receipt by the Chargor in accordance with Clause 21 (*Notices*) (and provided that no failure on the part of the Chargee to copy such notice to the Custodian shall invalidate the same).

10.2 At any time after the service of an Enforcement Notice, the security created by or pursuant to this Deed shall be immediately enforceable and the Chargee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (A) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit);
- (B) sell or otherwise dispose of all or any part of the Charged Property. The Chargee shall be entitled to apply the proceeds of such sale or other disposal received by it or any Receiver in paying the costs of that sale or disposal and in or towards the discharge of the Secured Obligations; and
- (C) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or receivers.

10.3 Notwithstanding any other provisions of this Deed, the Secured Obligations shall be deemed for the purposes of section 101 of the LPA 1925 to have become due and payable within the meaning of section 101 of the LPA 1925, and the power of sale and other powers conferred on mortgagees by the LPA 1925 as varied or extended by this Deed including the power to appoint a receiver or an administrative receiver shall arise immediately on execution of this Deed.

10.4 The restrictions contained in sections 93 and 103 of the LPA 1925 shall not apply to this Deed or to the exercise by the Chargee or any Receiver of its right to consolidate all or

any of the security created by or pursuant to this Deed with any other security in existence at any time or to its power of sale, which powers shall be immediately exercisable by the Chargee or any Receiver without notice to the Chargor at any time after the security created by or pursuant to this Deed has become enforceable.

- 10.5 A certificate in writing by an officer or agent of the Chargee that any power of sale or other disposal has arisen and is exercisable shall, in the absence of manifest error, be conclusive evidence of that fact in favour of a purchaser of all or any part of the Collateral.
- 10.6 Neither the Chargee nor any Receiver shall be liable to account as mortgagee or mortgagee in possession in respect of the Charged Collateral or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Charged Collateral for which a mortgagee or mortgagee in possession might as such be liable, unless any such loss is caused by the Chargee or the Receiver acting with fraud, gross negligence or wilful misconduct.

11. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably appoints the Chargee (or such person as the Chargee may nominate) and any Receiver severally as its attorney and in its name, on its behalf and as its attorney to execute, deliver and perfect all documents and do all things in the name of the Chargor or the Chargee (as the attorney may decide) that the Chargee may reasonably consider to be necessary for (a) carrying out any obligation imposed on the Chargor under this Deed or (b) exercising any of the Collateral Rights at any time after the security created by or pursuant to this Deed has become enforceable pursuant to Clause 10.1 of this Deed. The Chargor shall ratify and confirm all things reasonably done and all documents reasonably executed by the Chargee or the Receiver in the proper exercise of that power of attorney.

12. RECEIVER

- 12.1 At any time after the security created by or pursuant to this Deed has become enforceable pursuant to Clause 10.1 of this Deed, the Chargee may by deed or otherwise (acting through an authorised officer of the Chargee), without prior notice to the Chargor:
- (A) appoint one or more persons to be a Receiver in respect of the Charged Property;
 - (B) remove (so far as they are lawfully able) any Receiver so appointed; and
 - (C) appoint another person (or persons) as an additional or replacement Receiver (or Receivers).
- 12.2 Any Receiver may be appointed in respect of the whole or any part of the Charged Property specified in the instrument appointing him and different Receivers may be appointed in respect of different parts of the Charged Property.
- 12.3 The powers of appointment of a Receiver conferred on the Chargee by this Deed shall be in addition to all statutory and other powers of appointment conferred by the LPA 1925 (as extended by this Deed), the Insolvency Act 1986 or otherwise and such powers shall

remain exercisable from time to time by the Chargee in respect of any part of the Charged Property.

12.4 Each Receiver shall be:

- (A) entitled to act individually or together with any other person appointed or substituted as Receiver (except as otherwise stated in the instrument of appointment);
- (B) deemed for all purposes to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Chargee; and
- (C) entitled to remuneration for his services at a reasonable rate to be fixed by the Chargee from time to time (without being limited to the maximum rate specified by the LPA 1925).

12.5 Sections 109(1), (6) and (8) of the LPA 1925 shall not apply to a Receiver appointed under this Deed.

12.6 Every Receiver shall (subject to any restrictions in the instrument appointing him) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Chargor which, when got in, would be Charged Property) in respect of which he was appointed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (A) all the powers conferred by the LPA 1925 on mortgagees and mortgagees in possession and on receivers appointed under that Act;
- (B) all the rights of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed (whether or not in force at the date of exercise) and all rights of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed, in either case, whether or not the Receiver is an administrative receiver;
- (C) all the powers and rights of an absolute owner and the power to do or omit to do anything which the Chargee itself could do or omit to do; and
- (D) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which the Receiver considers incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property); or

- (iii) bringing to his hands any assets of the Chargor constituting, or which when got in would be, Charged Property.

- 12.7 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (expressly or impliedly) upon a Receiver may, at any time after the security created by or pursuant to this Deed becomes enforceable, be exercised by the Chargee, without prior notice to the Chargor in relation to any Charged Property, irrespective of whether or not it has taken possession of the Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

13. DISCRETION AND DELEGATION

Each of the Chargee and any Receiver shall have full power to delegate to any person (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including any power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise of those powers, authorities or discretions by the Chargee or the Receiver, any revocation of the delegation or any subsequent delegation of any such powers, authorities and discretions. Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default (other than wilful default, gross negligence or fraud) on the part of, any Delegate.

14. NO LIABILITY

- 14.1 None of the Chargee, any Receiver or Delegate or any of their respective officers, employees, agents or attorneys shall be liable to the Chargor or any other person by reason of:

- (A) taking any action permitted by this Deed;
- (B) taking possession of or realising all or any part of the Charged Property in accordance with the terms of this Deed;
- (C) any neglect, default or omission in connection with the Charged Property; or
- (D) the exercise, or the attempted or purported exercise, of any of the Collateral Rights in accordance with the terms of this Deed,

in each case, except in the case of gross negligence, wilful default, fraud or breach of duty on its part.

- 14.2 Without limiting Clause 14.1, entry into or taking possession of all or any part of the Charged Property shall not render the Chargee or any Receiver or Delegate liable to account as a mortgagee in possession and, if and whenever the Chargee or any Receiver or Delegate enters into or takes possession of the Charged Property, it shall be entitled at any time at its discretion to go out of such possession.

15. PROTECTION OF PURCHASERS

- 15.1 No person dealing with the Chargee or any Receiver or Delegate shall be bound to enquire:
- (A) whether the rights conferred by or pursuant to this Deed have arisen or become exercisable;
 - (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
 - (C) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
 - (D) as to the application of any money borrowed or raised or whether any amount remains secured by this Deed.
- 15.2 All the protection afforded to purchasers contained in Sections 104, 107 and 109 of the LPA 1925, section 42(3) of the Insolvency Act 1986 (where a Receiver is an administrative receiver) or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee or any Receiver or Delegate.
- 15.3 The receipt of the Chargee, any Receiver or Delegate shall be an absolute and conclusive discharge to any purchaser of the Charged Property and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Chargee or any Receiver or Delegate and, in making any sale or disposal of any of the Charged Property or in making any acquisition, the Chargee or any Receiver or Delegate may do so for such consideration, in such manner and on such terms as it thinks fit.

16. RIGHT OF APPROPRIATION

- 16.1 To the extent that any of the Charged Property, this Deed and the rights and obligations of the parties under this Deed constitute a "security financial collateral arrangement" (as defined in and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Chargee shall have the benefit of all of the rights of a collateral taker conferred upon it by the Regulations, including the right to appropriate all or any part of the financial collateral (as defined in the Regulations) in or towards discharge of the Secured Obligations in such order as the Chargee shall (in its absolute discretion) determine, and thereafter in payment of any surplus to the Chargor or other person entitled to it.
- 16.2 Where, upon an appropriation under this Clause 16 or otherwise, it is necessary to determine the value of the financial collateral (as defined in the Regulations) so appropriated, the Parties agree that the value of the financial collateral shall be the value as determined by the Chargee as at the time of appropriation by reference to: (i) in the case of Eligible Units, the net asset value of the relevant Eligible Units most recently published by M&G Luxembourg S.A. (in its capacity as the management company for and on behalf of M&G (Lux) Reserved Investment Funds (1), FCP-RAIF –M&G (Lux) Managed Fund Growth or (ii) in all other cases, a reputable independent pricing source

selected in good faith and in a commercially reasonable manner by the Chargee. Where the Chargee exercises its rights of appropriation and the value of the Collateral appropriated differs from the amount of the Secured Obligations then either (i) the Chargee must account to the Chargor for the amount by which the value of the Collateral appropriated exceeds the Secured Obligations or (ii) the Chargor will remain liable to the Chargee for any amount by which the value of the Collateral appropriated is less than the Secured Obligations. On exercise of the right of appropriation the Chargee shall give notice to the Chargor in any manner permitted under Clause 21. The parties agree that the method of valuation provided for in this Deed is a commercially reasonable method of valuation for the purposes of the Regulations.

17. COLLATERAL

- 17.1 Upon an Enforcement Notice taking effect in accordance with Clause 10 (*Enforcement of Security*), the Chargee shall be entitled, without notice or further demand, immediately to exercise all the rights, powers and remedies possessed by it according to law as assignee of the rights of the Chargor under the Custody Agreement and the Account Control Agreement and/or the rights of the Chargee in respect of the Collateral against the Custodian under the Account Control Agreement.
- 17.2 On and from the date on which an Enforcement Notice takes effect in accordance with Clause 10 (*Enforcement of Security*), the Chargee may exercise, at its discretion (in the name of the Chargor or otherwise) in respect of any of the Collateral in the Secured Accounts, any powers or rights which may be exercised by the person or persons in whose name or names such Collateral is registered or who is the bearer or holder of them.
- 17.3 The provisions of this Clause 17 are without prejudice to the Chargee's general enforcement rights under Clause 10 (*Enforcement of Security*).

18. SUBSEQUENT INTERESTS AND SECURED ACCOUNTS

All monies received, recovered or realised by the Chargee under this Deed (including the proceeds of any conversion of currency) may in its discretion be credited to and held in any suspense or impersonal account pending their application from time to time in or towards the discharge of the Secured Obligations.

19. COSTS AND EXPENSES

The Chargor shall, on demand of the Chargee, reimburse the Chargee for all reasonable costs and expenses (including legal fees, stamp duties and any irrecoverable value added tax) properly incurred in connection with (a) the enforcement of the security interests hereby constituted or (b) the exercise of any Collateral Right or (c) the defence, perfection, protection and/or preservation of, any Collateral Right.

20. CURRENCY CONVERSION

For the purpose of discharging, or pending the discharge of the Secured Obligations, the Chargee may convert any money received, recovered or realised or subject to application

by it under this Deed from one currency to another, as the Chargee may think fit and any such conversion shall be effected at the spot rate of exchange of the Custodian (or in the event that a spot rate of exchange is for whatever reason not available from the Custodian, the spot rate of exchange of any UK clearing bank) for the time being for obtaining such other currency with the first currency.

21. NOTICES

21.1 All notices under this Deed shall be in writing in the English language and shall be delivered to the addressee in person, or sent to the addressee by courier, by first class post (airmail if overseas) or by email to the address or email address set out in Clause 21.2 and marked for the attention of the department or person specified in Clause 21.2, or to such other address or email address, or marked for the attention of such other person or department, as a party may from time to time designate by notice duly given in accordance with this Clause 21. A notice shall be deemed to have been received:

- (A) if delivered by post, on the fifth Business Day after the date of posting if it is a business day in the country of the place of delivery and if not, on the next following Business Day which is a business day in that country;
- (B) if delivered by email, when sent, subject to no delivery failure notification being received by the sender within 24 hours of the time of sending; and
- (C) if delivered in person or by courier, on the date it is delivered.

In relation to Clauses 21.1(B) and (C), a notice or communication given after 5pm on a Business Day shall be deemed to have been given at 9am on the next following Business Day.

21.2 The addresses of the parties for the purposes of Clause 21.1 are:

The Chargor

Address: 10 Fenchurch Avenue, London EC3M 5AG

E-mail: GroupSecretariat@mandg.com

Attention: The Company Secretary

The Chargee

Address: Montague House, Adelaide Road, Dublin 2

E-mail: GroupSecretariat@mandg.com

Attention: The Company Secretary

The Custodian

Address: HSBC Bank plc, HSBC Securities Services, 8 Canada Square, London E14 5HQ

E-mail: Mgpru.client.management@hsbc.com

Attention: MSS Account Management Team

22. SUCCESSORS

This Deed shall remain in effect despite any amalgamation, merger or transfer of business (however effected) relating to either or both of the Parties and references to either Party shall be deemed to include its assignee or successor in title and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Party hereunder or to which under such laws the same have been transferred.

23. SEVERABILITY

If any term or provision set forth in this Deed shall be invalid or unenforceable, the remainder of this Deed, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted and the remainder of this Deed shall not in any way be affected or impaired by such invalidity or unenforceability.

24. RELEASE AND DISCHARGE**24.1 If:**

- (A) the Secured Obligations have been unconditionally and irrevocably paid or discharged in full; or
- (B) security or a guarantee for the Secured Obligations, in each case acceptable to the Chargee, has been provided in substitution for this Deed; or
- (C) the Chargor is unconditionally entitled pursuant to any provision of the Reinsurance Agreement or this Deed to have the Charged Property (or any part of it) released from the security under this Deed,

then the Chargee shall at the request and cost of the Chargor take whatever action is necessary to release the Charged Property (or any part thereof which the Chargor is unconditionally entitled to have released from the security under this Deed) from the security under this Deed.

25. LAW AND JURISDICTION

25.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law. Subject to Clause 25.2, each Party irrevocably submits and agrees to the exclusive jurisdiction of the courts of England and Wales in connection with this Deed.

25.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or discharge of this Deed or the security comprised in it (a "Dispute").

25.3 The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

26. VARIATION

26.1 Other than pursuant to an insurance business transfer scheme under Part VII of FSMA or any successor legislation thereto, no variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

26.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

27. COUNTERPARTS

This Deed may be executed in one or more counterparts and by the different parties on separate counterparts, each of which when executed shall be an original, but all the counterparts together shall constitute one and the same instrument.

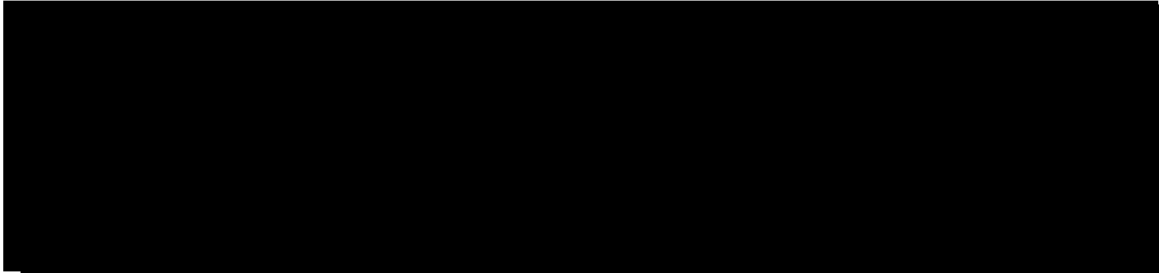
28. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

IN WITNESS whereof this Deed has been executed and delivered as a deed by the parties on the date specified above.

Schedule 1
Secured Accounts

Custody and Cash Accounts



Schedule 2
Form of Enforcement Notice

[to be on letterhead of Chargee]

To: The Prudential Assurance Company Limited
 3 Sheldon Square
 London W2 6PA

Attention: [•]

Copy: HSBC Bank plc
 8 Canada Square
 London E14 5HQ

Attention: [•]

[Insert Date]

Dear Sirs

ENFORCEMENT NOTICE pursuant to the Deed of Charge dated [•] between The Prudential Assurance Company Limited (the "Chargor") and [•] (the "Deed of Charge")
ACCOUNT NUMBER: [insert account number or other details of accounts] (the "Secured Accounts")

Words and expressions defined in the Deed of Charge shall have the same meaning when used in this notice.

Pursuant to Clause 10.1 of the Deed of Charge, we hereby give you notice that the security constituted under the Deed of Charge has become enforceable and we have determined or become bound to enforce the same.

Subject to the provisions of the Account Control Agreement, the Custodian should upon receipt of a copy of this notice cease complying with instructions from the Chargor and accept communications and instructions from us alone.

This notice, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

We request that the Custodian acknowledges receipt of the copy of this notice by signing and returning to us the enclosed duplicate of this notice.

Yours faithfully

.....
For and on behalf of
[Chargee]

[*On the duplicate:*]

We acknowledge receipt of the notice of which this is a duplicate.

.....

For and on behalf of

[•]

Name:

Title:

Date:

SIGNATURES

Chargor

EXECUTED AND DELIVERED
as a DEED by
THE PRUDENTIAL
ASSURANCE COMPANY
LIMITED

)
)
)
)
)

re Bousfield

Director

In the presence of

)
)
)
)

Witness

MIA GUIVER
.....

Name of witness (in BLOCK CAPITALS)

MIA GUIVER
.....
.....
.....
.....

Address of witness

.....

Witness Occupation

Personal assistant

Chargee

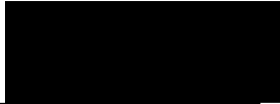
SIGNED AND DELIVERED as a Deed


for and on behalf of **PRUDENTIAL INTERNATIONAL
ASSURANCE PLC**

by its lawfully appointed attorney

Michael Leahy

in the presence of:


(Signature of Attorney)


(Witness' Signature)

John Donachie

(Witness' Name)


(Witness' Address)

Proposition Director

(Witness' Occupation)