

703288/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge created or evidenced by
an instrument

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation.
If it is delivered outside of the 21 days it will be rejected unless
a court order extending the time for delivery is obtained.



LD3 01/11/2016 #93
COMPANIES HOUSE

☒ You must enclose a certified copy of the instrument with this form.
It will be scanned and placed on the public record. Do not send the original.

1 Company details

Company number 00166055

Company name in full LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/03/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY
COMPANY

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

| | | |
|-------------------|--|--|
| 4 | Brief description | |
| Brief description | <p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>No land, ship, aircraft or intellectual property registered or required to be registered in the UK is subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> | <p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p> |
| 5 | Other charge or fixed security | |
| | <p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> | |
| 6 | Floating charge | |
| | <p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p> | |
| 7 | Negative Pledge | |
| | <p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> | |
| 8 | Trustee statement ^① | |
| | <p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p> | <p>^① This statement may be filed after the registration of the charge (use form MR06)</p> |
| 9 | Signature | |
| Signature | <p>Please sign the form here</p> <p>Signature <i>N. Bingle</i></p> <p>X <i>on behalf of Prudential Retirement Insurance and Annuity Company</i> X</p> <p>This form must be signed by a person with an interest in the charge</p> | |

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Nicholas Bugler

Company name Willkie Farr & Gallagher (UK) LLP

Address CityPoint

1 Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 A W

Country

DX

Telephone 020 3580 4700



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 166055

Charge code: 0016 6055 0151

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2016 and created by LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2016.

Given at Companies House, Cardiff on 8th November 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CEDANT SECURITY AGREEMENT

Dated as of October 13, 2016

among

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor and Valuation Agent

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY,
as Secured Party

and

THE BANK OF NEW YORK MELLON,
as Custodian, Securities Intermediary and Depositary Bank

*I Certify that, save for material redacted
pursuant to section 8594 of the Companies Act 2006,
this copy instrument is a true copy of the
original instrument*

N. Butler

N BULGER, White Farr & Gallagher (UK) LLP

1/11/16

TABLE OF CONTENTS

| | | |
|-----------|--|----|
| SECTION 1 | DEFINITIONS AND CONSTRUCTION | 1 |
| 1 1 | Certain Defined Terms | 1 |
| 1 2 | Rules of Construction | 14 |
| SECTION 2 | CUSTODIAN, SECURITIES INTERMEDIARY AND DEPOSITARY BANK | 15 |
| 2 1 | Designation of Custodian | 15 |
| 2 2 | Acceptance of Appointment as Custodian | 15 |
| 2 3 | Acknowledgment of Security Interest by Custodian | 15 |
| 2 4 | Crediting and Withdrawal of Certain Cedant Collateral | 16 |
| 2 5 | Control over Cedant Collateral Accounts | 17 |
| 2 6 | Financial Assets Election | 17 |
| 2 7 | Establishment of Cedant Collateral Accounts | 18 |
| SECTION 3 | GRANT OF SECURITY INTEREST; RIGHTS AND OBLIGATIONS REGARDING CEDANT COLLATERAL, REHYPOTHECATION | 18 |
| 3 1 | Grant of Security Interest | 18 |
| 3 2 | Rights and Obligations Regarding Cedant Collateral | 19 |
| 3 3 | Right of Secured Party to Rehypothecate Collateral Assets | 23 |
| 3 4 | Obligations and Rights Relating to Rehypothecated Collateral Assets or Equivalent Assets Reposted by the Secured Party | 25 |
| 3.5 | Other Provisions Regarding the Cedant Collateral | 26 |
| 3 6 | No Double-Counting of Collateral Assets to be Substituted or Transferred, Pending Settlements of Transfers Pending Substitutions of Collateral Assets | 27 |
| 3.7 | Minimum Transfer Amount | 27 |
| 3 8 | Rounding | 28 |
| 3 9 | Power of Attorney | 28 |
| 3 10 | Notice of Non-Eligible Collateral Assets | 29 |
| 3 11 | Trade Tickets and New York Business Day | 29 |
| SECTION 4 | TERMINATION EVENTS AND REMEDIES | 29 |
| 4 1 | Termination Events | 29 |
| 4 2 | Remedies During Exclusive Control Periods | 33 |
| 4 3 | Return of Cedant Collateral After Termination | 35 |
| SECTION 5 | DISPUTE RESOLUTION | 35 |
| 5 1 | Disputes Relating to Cedant Collateral | 35 |
| 5 2 | Recalculation of Disputed Amounts | 36 |
| 5 3 | Delivery Notwithstanding Dispute | 36 |

| | | |
|-----------|---|----|
| SECTION 6 | REPRESENTATIONS AND WARRANTIES | 37 |
| 6 1 | Representations, Warranties and Covenants of the Pledgor | 37 |
| 6 2 | Representations, Warranties and Covenants of the Custodian | 38 |
| 6 3 | Representations, Warranties and Covenants of the Secured Party | 39 |
| 6 4 | Representations and Warranties of the Valuation Agent | 39 |
| SECTION 7 | THE CUSTODIAN, THE VALUATION AGENT, PRICE QUOTATION PROVIDERS, MANAGEMENT OF COLLATERAL ASSETS | 40 |
| 7 1 | Liability of the Custodian | 40 |
| 7 2 | Custodian's Obligations as to Cedant Collateral | 40 |
| 7 3 | Custodian's Responsibility | 40 |
| 7 4 | Compensation and Waiver of Setoff Rights and Liens | 41 |
| 7.5 | Reliance on Instructions | 41 |
| 7.6 | Notices to the Custodian | 42 |
| 7.7 | Access to Books and Records | 42 |
| 7 8 | No Liability for Consequential Damages | 43 |
| 7 9 | Circumstances Beyond Control | 43 |
| 7 10 | No Implied Duties or Responsibilities | 43 |
| 7 11 | Compliance with Transaction Documents | 43 |
| 7 12 | Resignation or Removal, Termination | 43 |
| 7 13 | Fees and Indemnification | 44 |
| 7 14 | Sufficient Funds | 45 |
| 7 15 | Valuation Reports and the Duties of the Valuation Agent and Price Quotation Provider | 46 |
| 7 16 | Management of Collateral Assets | 46 |
| SECTION 8 | MISCELLANEOUS | 48 |
| 8 1 | No Waiver, Cumulative Remedies | 48 |
| 8 2 | Survival | 48 |
| 8 3 | Successors and Assigns | 48 |
| 8 4 | Applicable Law, Jurisdiction, Waiver of Jury Trial | 48 |
| 8 5 | Severability of Provisions | 50 |
| 8 6 | Counterparts | 50 |
| 8 7 | Interpretation | 50 |
| 8 8 | Entire Agreement | 50 |
| 8 9 | Conflict with Other Agreements | 50 |
| 8 10 | Amendments | 51 |
| 8 11 | Notices | 51 |
| 8 12 | Good Faith and Commercially Reasonable Manner | 54 |
| 8 13 | Centralized Functions | 54 |
| 8 14 | Manifest Errors | 54 |

| | | |
|-------------|--|-------|
| Exhibit A | <i>Termination of Exclusive Control Event Notice</i> | A-1 |
| Exhibit B | <i>Credit Notice</i> | B-1 |
| Exhibit C | <i>Rehypothecation Notice</i> | C-1 |
| Exhibit D | <i>Reposting Dispute Notice</i> | D-1 |
| Exhibit E | <i>Resolution Notice</i> | E-1 |
| Exhibit F | <i>Secured Party Reposting Notice</i> | F-1 |
| Exhibit G | <i>Substitution Notice</i> | G-1 |
| Exhibit H-1 | <i>Non-Fault Termination Event Notice</i> | H-1-1 |
| Exhibit H-2 | <i>Exclusive Control Event Notice</i> | H-2-1 |
| Exhibit I-1 | <i>Termination Withdrawal Notice</i> | I-1-1 |
| Exhibit I-2 | <i>Partial Termination Withdrawal Notice</i> | I-2-1 |
| Exhibit J | <i>Withdrawal Notice</i> | J-1 |
| Exhibit K | <i>Management of Collateral Assets</i> | K-1 |
| Exhibit L | <i>Termination of Non-Fault Event Notice</i> | L-1 |
| Exhibit M | <i>Transfer Notice</i> | M-1 |
| Exhibit N | <i>Agreement Termination Notice</i> | N-1 |
| Schedule I | <i>Cedant Collateral Accounts</i> | I-1 |

THIS CEDANT SECURITY AGREEMENT dated as of October 13, 2016 (as amended, modified, supplemented, restated or replaced from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent hereunder (the "**Pledgor**" or the "**Valuation Agent**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party hereunder (the "**Secured Party**") and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank hereunder (the "**Custodian**" and, together with the Pledgor, the Secured Party and the Valuation Agent, the "**Parties**")

WITNESSETH

WHEREAS, the Pledgor and the Secured Party have entered into that certain Reinsurance Agreement dated as of the Execution Date (as amended, modified, supplemented, restated or replaced from time to time, the "**Reinsurance Agreement**") relating to the reinsurance of the liability of the Pledgor to make certain payments pursuant to its obligations under the BPA (as defined in the Reinsurance Agreement) and any policies issued under and in accordance with the terms of the BPA;

WHEREAS, the Pledgor and the Secured Party desire to enter into this Agreement for the purpose of securing and providing security for the obligations of the Pledgor under the Reinsurance Agreement,

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and set forth, the Pledgor, the Secured Party, the Valuation Agent and the Custodian hereby agree as follows

SECTION 1
DEFINITIONS AND CONSTRUCTION

1.1 *Certain Defined Terms* Unless otherwise defined herein, all terms defined in the UCC (as defined herein) are used herein as therein defined. Terms defined in the Reinsurance Agreement do not affect the rights or obligations of the Custodian. As used herein, the following terms have the following meanings:

"**Account Agreements**" has the meaning set forth in Section 8.4(a)

"**Aggregate Cedant Collateral Value**" means, as of any date of determination, the sum of the Cedant Collateral Value of each Collateral Asset that constitutes an Eligible Investment

"**Agreement**" has the meaning set forth in the preamble hereto

"**Agreement Termination Notice**" means Joint Instructions, substantially in the form set forth in Exhibit N hereto

"**Approved Dealer**" means any internationally recognized sell side dealer and market maker in the relevant securities

"Asset Manager" means, as of the Execution Date, the Pledgor, *provided, however*, that the Pledgor may hereafter designate an additional or different Asset Manager by prior written notice to the Secured Party and the Custodian

"Authorization Letters" has the meaning set forth in the definition of the term "Authorized Person "

"Authorized Person" means any individual who is authorized by the Pledgor or the Secured Party, as applicable, to give Written Instructions under this Agreement. The Authorized Persons of the Pledgor, their signatures, and the extent of their authority are as set out in that certain letter dated as of the Execution Date, from the Pledgor to the Custodian (as amended, modified, supplemented, restated or replaced from time to time, the **"Pledgor Authorization Letter"**). The Authorized Persons of the Secured Party, their signatures, and the extent of their authority are as set out in that certain letter dated as of the Execution Date, from Secured Party to the Custodian (as amended, modified, supplemented, restated or replaced from time to time, the **"Secured Party Authorization Letter"**), and together with the Pledgor Authorization Letter, the **"Authorization Letters"**).

"Bank" has the meaning set forth in Exhibit K, Section (h)

"Base Currency" means GBP

"Base Currency Equivalent" means, with respect to an amount on a Collateral Review Date, in the case of an amount denominated in the Base Currency, such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the **"Other Currency"**), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate determined by the Valuation Agent for value as of the close of business in the relevant market on such Collateral Review Date

"BNY Mellon Group" has the meaning set forth in Section 8.13

"BNYM Affiliate" shall mean any office, branch or subsidiary of The Bank of New York Mellon Corporation

"Book-Entry System" means a book-entry system for securities maintained at a Clearing Corporation

"BPA" has the meaning set forth in the Reinsurance Agreement

"BPA Termination" has the meaning set forth in the Reinsurance Agreement

"Business Day" means a day that is both a New York Business Day and a London Business Day

"Cash" has the meaning set forth in the Investment Guidelines Agreement

"Cash Collateral" has the meaning set forth in Section 3.1

"Cash Election Amount" has the meaning set forth in the Reinsurance Agreement

"Cedant Collateral" has the meaning set forth in Section 3.1

"Cedant Collateral Accounts" means the Unrestricted Collateral Account and the Restricted Collateral Account, and a "Cedant Collateral Account" means the Unrestricted Collateral Account or the Restricted Collateral Account, as applicable

"Cedant Collateral Requirement" means, with respect to any Collateral Review Date, an amount equal to the sum of (i) the Cedant Fee Collateral Requirement as of such Collateral Review Date and (ii) the Cedant Experience Collateral Requirement as of such Collateral Review Date

"Cedant Collateral Value" means, as of any date of determination with respect to any Collateral Asset, an amount equal to (i) the Market Value of such Collateral Asset on the date of Delivery of such Collateral Asset or the most recent Collateral Review Date, whichever most closely precedes the relevant date of determination, multiplied by (ii) the Valuation Percentage for such Collateral Asset, *provided that* if any Collateral Asset is not an Eligible Investment (including that portion of any such Collateral Asset that exceeds the applicable Issuer Limits or Concentration Limits), then the Cedant Collateral Value of such Collateral Asset (or portion thereof, as applicable) shall be zero GBP (£0)

"Cedant Delivery Amount" means, with respect to any Collateral Review Date, the excess, if any, of (a) the Cedant Collateral Requirement, as of such Collateral Review Date, over (b) the Aggregate Cedant Collateral Value, as of such Collateral Review Date, *provided, however,* that the Cedant Delivery Amount is subject to adjustment pursuant to Section 3.6, Section 3.7 and Section 3.8

"Cedant Experience Collateral Requirement" means, with respect to any Collateral Review Date, the requirement specified as such in the most recent Collateral Requirement Report

"Cedant Fee Collateral Requirement" means, with respect to any Collateral Review Date, the requirement specified as such in the most recent Collateral Requirement Report

"Cedant Insolvency Event" has the meaning set forth in the Reinsurance Agreement

"Cedant Return Amount" means, with respect to any Collateral Review Date, the excess, if any, of (a) the Aggregate Cedant Collateral Value, as of such Collateral Review Date, over (b) the Cedant Collateral Requirement, as of such Collateral Review Date, *provided, however,* that the Cedant Return Amount is subject to adjustment pursuant to Section 3.6, Section 3.7 and Section 3.8

"Centralized Functions" has the meaning set forth in Section 8.13

"Change in Law Termination Event" has the meaning set forth in the Reinsurance Agreement

“CIP” has the meaning set forth in Section 8 4(e)

“Clearing Corporation” means the Federal Reserve/Treasury book-entry system for receiving and delivering securities, the Depositary Trust Company, Euroclear Bank S A /N V , Clearstream Banking S A and any other securities depositary, book-entry system or clearing agency (and their respective successors and nominees) authorized to act as a securities depositary, book-entry system or clearing agency pursuant to applicable law and identified to the Pledgor and the Secured Party from time to time.

“Collateral Asset” means an asset (including Cash) that is either an Unrehypothecated Collateral Asset or a Rehypothecated Collateral Asset

“Collateral Expert” has the meaning set forth in the Reinsurance Agreement

“Collateral Requirement Report” has the meaning set forth in the Reinsurance Agreement

“Collateral Review Date” means each Business Day

“Companies House” means the public register in the United Kingdom where, among other things, particulars of a charge granted by a United Kingdom incorporated company must be registered in order for the chargee to obtain priority over a liquidator, administrator or creditor of that company with respect to the chargee’s security interest in the property of that company

“Concentration Limits” has the meaning set forth in the Investment Guidelines Agreement.

“Corporate Bonds” has the meaning set forth in the Investment Guidelines Agreement

“Covered Expenses” has the meaning set forth in Section 7 13(a)

“Credit” means the making by the Custodian of a record in its books and records that the Securities Collateral and/or Cash Collateral delivered to it for credit to the Cedant Collateral Accounts is deposited in or credited to the Cedant Collateral Accounts The use of the terms **“Credited”** or **“Crediting”** in connection with the Cedant Collateral Accounts shall have a corresponding meaning

“Credit Notice” means a written notice substantially in the form set forth as Exhibit B hereto executed by the Pledgor.

“CUSIP” means the Committee on Uniform Security Identification Procedures

“Custodian” has the meaning set forth in the preamble hereto, subject to Section 7 12

“Customer-Related Data” has the meaning set forth in Section 8 13

“De Minimis Level Termination” has the meaning set forth in the Reinsurance Agreement

"Default Termination Event" means a Termination Event that is not a Non-Fault Termination Event.

"Deliver", "Delivered" or "Delivery" means the taking of the following steps by the transferor

(a) in the case of Cash, payment or delivery by wire transfer of immediately available and unencumbered funds into or for credit to one or more specified bank accounts,

(b) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by duly executed instrument(s) of transfer, assignment(s) in blank, transfer tax stamp(s) and all other documents, if any, necessary to constitute a legally valid transfer to the recipient, and

(c) in the case of securities that can be paid or delivered by book-entry, the giving of written instructions to the relevant depository institution or other specified entity, together with a written copy thereof to the transferee, sufficient if complied with to result in a legally effective transfer of the relevant interest to the transferee

"Demand" has the meaning set forth in Section 8 4(b)

"Deposit Account" means the Unrestricted Deposit Account component of the Unrestricted Collateral Account and the Restricted Deposit Account component of the Restricted Collateral Account

"Dispute Date" means the first Business Day following delivery of the Valuation Report that sets forth a valuation for a Collateral Asset that is disputed by either the Pledgor or the Secured Party

"Disputed Asset" has the meaning set forth in Section 3 4(b)

"Disputed Collateral" has the meaning set forth in Section 5 1(a)

"earlier delivery/return obligation" has the meaning set forth in Section 3 6(b)

"EC Treaty" means the European Union, *Treaty Establishing the European Community (Consolidated Version)*, Rome Treaty, 25 March 1957.

"Eligibility Criteria" has the meaning set forth in the Investment Guidelines Agreement

"Eligible Investment" means a Collateral Asset or a portion of a Collateral Asset that (a) satisfies any of the eligibility criteria provided in Section 2 of the Investment Guidelines Agreement, and (b) subject to any applicable Haircut, does not exceed (i) the applicable Issuer Limits or (ii) the applicable Concentration Limits

"Equivalent" means, with respect to any non-Cash Rehypothesized Collateral Asset (including distributions in respect thereof) shown on the most recent Valuation Report, any asset

that (i) was issued by the issuer of such Rehypothesized Collateral Asset, (ii) is part of the same issue as such Rehypothesized Collateral Asset, (iii) has the same maturity and unpaid principal amount or principal amounts within accepted good delivery standards for the type of security involved, (iv) has the same Market Value, and (v) is of an identical form and type, nominal value, description, contractual interest rates and (except where otherwise stated) amount as such Rehypothesized Collateral Asset (including having the identical CUSIP, ISIN or SEDOL number, as applicable), *provided that*, (A) such Rehypothesized Collateral Asset shall, after Delivery to the Cedant Collateral Accounts, be equivalent to other securities notwithstanding that those securities have been redenominated into EUR or that the nominal value of those securities has changed in connection with such redenomination; and (B) where securities have been converted, subdivided, consolidated, exercised, exchanged, or have become the subject of a takeover or the holders of securities have become entitled to receive or acquire other securities or other property or the securities have become subject to any similar event after Delivery to the Cedant Collateral Accounts other than a distribution, the expression "equivalent to" shall mean securities equivalent to (as defined in the proviso (A) of this definition) the original securities together with or replaced by a sum of money or securities or other property equivalent to (as so defined) that receivable by holders of such original securities resulting from such event

"EUR" means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty

"Excess Asset" has the meaning set forth in Section 3 2(b)

"Exclusive Control Event" means the occurrence of a Default Termination Event

"Exclusive Control Event Notice" means a written notice substantially in the form set forth in Exhibit H-2 hereto executed by the Secured Party

"Exclusive Control Period" means the period that (i) begins on, and includes, the date the Custodian receives, from the Secured Party, an Exclusive Control Event Notice; and (ii) ends on, and excludes, the earlier of (x) the Reinstatement Date, (y) the date on which the Secured Party delivers a Termination of Exclusive Control Event Notice and (z) the Termination.

"Execution Date" means October 13, 2016

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published on the next succeeding New York Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a New York Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Valuation Agent from three other Federal Reserve Banks

"Federal Reserve Bank" mean any regional bank of the Federal Reserve System

"Federal Reserve System" means the central banking system of the United States

"Fee Letter Agreement" means that certain fee letter dated November 14, 2014, among the Custodian, the Secured Party and the Pledgor

"Final Partial Termination Payment" has the meaning set forth in the Reinsurance Agreement

"Final Termination Payment" has the meaning set forth in the Reinsurance Agreement

"Fully Executed" means with respect to a Joint Instruction, the execution of such Joint Instruction by both an Authorized Person of the Pledgor and an Authorized Person of the Secured Party.

"FX Transactions" has the meaning set forth in Exhibit K

"GBP" or **"£"** means British pounds sterling

"Haircut" has the meaning set forth in the Investment Guidelines Agreement

"Holdback Collateral Assets" has the meaning set forth in Section 4 1(f)

"Identified Rehypothecation Collateral Assets" has the meaning set forth in Section 3 3(a)

"instruction date" has the meaning set forth in Section 3 6(b)

"Instrument" has the meaning set forth in UCC Article 9

"Investment Guidelines" means the investment guidelines set forth in the Investment Guidelines Agreement

"Investment Guidelines Agreement" means that certain Investment Guidelines Agreement dated as of the Execution Date, among the Secured Party, the Pledgor, the Valuation Agent and Custodian

"Investment Power" means, with respect to any Collateral Asset, the power to dispose or direct the disposition of such Collateral Asset, including (i) the investment, reinvestment, redemption, purchase, sale or other action concerning the investment of such Collateral Asset; and (ii) the power to exercise any (v) warrants, puts, calls or other options, (w) conversion rights, (x) subscription rights, (y) rights with respect to business combination transactions, tender offers or capital reorganizations, and (z) redemption rights; *provided, however*, that Investment Power shall not include Voting Power

"ISIN" means the International Securities Identification Number

"Issuer Limits" has the meaning set forth in the Investment Guidelines Agreement

"Joint Instructions" means, with respect to the Cedant Collateral, Written Instructions executed by the Pledgor and the Secured Party either in counterpart or pursuant to a separate notice to the Custodian executed, as applicable by (i) the Secured Party whereby the Secured

Party acknowledges and consents to the Pledgor's Written Instructions to the Custodian or (ii) the Pledgor whereby the Pledgor acknowledges and consents to the Secured Party's Written Instructions to the Custodian.

"Lien" means, any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest, or any other type of preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities

"London Business Day" means a day (excluding Saturdays and Sundays) on which banks are open in London for the transaction of normal banking business

"Losses" has the meaning set forth in Section 7 13(a)

"Market Value" means for any Collateral Review Date or other date for which Market Value is calculated (and subject to Section 5 in the case of a dispute) with respect to

- (i) Cash Collateral, the Base Currency Equivalent of such amount, and
- (ii) Securities Collateral, the bid price obtained by the Valuation Agent

"Minimum Transfer Amount" means in respect of Credit to or Deliveries from, the Unrestricted Collateral Account, £250,000.

"Natural Termination Date" has the meaning set forth in the Reinsurance Agreement

"New York Business Day" means a day (excluding Saturdays and Sundays) on which banks are open in New York for the transaction of normal banking business

"Non-Affiliated Subcustodian" means a Subcustodian that is not a BNYM Affiliate

"Non-Eligible Collateral Asset" means each Collateral Asset that is not an Eligible Investment

"Non-Fault Termination Event" means a Termination Event with respect to any (i) Change in Law Termination Event, (ii) De Minimis Level Termination, (iii) Reinsurer Insolvency Event, (iv) Natural Termination Date, (v) BPA Termination that constitutes a "Non-Fault Event" (as such term is defined in the BPA) or (vi) Payment Default (in respect of which the Secured Party is Party B)

"Non-Fault Termination Event Notice" means a written notice substantially in the form set forth in Exhibit H-1 hereto executed by the Secured Party and the Pledgor

"Notification Time" means 2:00 p m , London time

"Other Currency" has the meaning set forth in the definition of "Base Currency Equivalent"

"Partial Termination Payment Adjusting Amount" has the meaning set forth in the Reinsurance Agreement

"Partial Termination Withdrawal Notice" means a written notice, substantially in the form set forth in Exhibit I-2 hereto

"Parties" has the meaning set forth in the preamble hereto

"Party A" has the meaning set forth in the Reinsurance Agreement

"Party B" has the meaning set forth in the Reinsurance Agreement

"Patriot Act" means the USA Patriot Act Title III of Pub. 107-56, as amended

"Payment Default" has the meaning set forth in the Reinsurance Agreement

"pending transaction" has the meaning set forth in Section 3 6(b)

"Permitted Liens" has the meaning set forth in Section 2.3

"Person" or **"person"** means any individual, company, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof

"Pledgor" has the meaning set forth in the preamble hereto

"Pledgor Authorization Letter" has the meaning set forth in the definition of the term "Authorized Person"

"Price Quotation Provider" means, initially, any of (i) Blackrock, Inc or one or more of its wholly owned subsidiaries, (ii) iBoxx, or (iii) Interactive Data Corp (or the successor to any of the foregoing), in each case as designated by the Secured Party, and, thereafter, each Person retained from time to time in accordance with Section 7 15(a) to act as, and to perform the services of, the "Price Quotation Provider" hereunder

"Prior Cedant Collateral" means the Cedant Collateral to be withdrawn and substituted in accordance with Section 3 2(c)

"Provisional Termination Payment" has the meaning set forth in the Reinsurance Agreement

"Qualifying Bid Price" means, with respect to Disputed Collateral consisting of Securities Collateral, a firm, unconditional and immediately executable bid price (*provided* electronically and with a copy to the Secured Party) for a notional amount of such Securities Collateral being not less than the notional amount of such Disputed Collateral, which bid price is

obtained between 10 00 a m and 2 00 p m (London time) on the Business Day following the Dispute Date for such Disputed Collateral

"Qualifying Prices" has the meaning set forth in Section 5 1(b).

"Rehypothecated Collateral Asset" means (i) any Securities Collateral that is rehypothecated pursuant to Section 3 3, and (ii) any other asset into which such Securities Collateral is subsequently converted, exchanged or otherwise changed, as described in Section 3 3(a)(ii) hereof For purposes of this definition, Securities Collateral or any property into which Securities Collateral is subsequently converted, exchanged or otherwise changed, shall (x) be deemed to constitute a Rehypothecated Collateral Asset from and after the time such Securities Collateral is transferred by the Custodian pursuant to Section 3 3(a)(i), and (y) cease to constitute a Rehypothecated Collateral Asset, and shall be deemed to constitute an Unrehypothecated Collateral Asset, from and after the time such Rehypothecated Collateral Asset (or, if applicable, an asset that is Equivalent to such Rehypothecated Collateral Asset) is reposted by the Secured Party for Credit to the Cedant Collateral Accounts pursuant to the terms of this Agreement

"Rehypothecation Notice" means a written notice substantially in the form set forth as Exhibit C hereto executed by the Secured Party

"Reinstatement Date" means the date on or after a Termination Event Date and prior to the payment of the Provisional Termination Payment, that a Termination Event or Termination Event Notice is rescinded pursuant to Section 4 1(c)

"Reinstatement Date Notice" means a written notice substantially in the form set forth as Exhibit A or Exhibit L hereto, as applicable, executed by the Secured Party, or the Secured Party and the Pledgor, as applicable

"Reinsurance Agreement" has the meaning set forth in the recitals hereto

"Reinsurance Fee Present Value" has the meaning set forth in the Reinsurance Agreement

"Reinsurance Security Agreements" has the meaning set forth in the Reinsurance Agreement

"Reinsurer Insolvency Event" has the meaning given in the Reinsurance Agreement

"Reposting Dispute" has the meaning set forth in Section 3 4(b)

"Reposting Dispute Notice" means a written notice to the Secured Party substantially in the form set forth as Exhibit D hereto executed by the Pledgor

"Resolution Notice" means a written notice substantially in the form set forth as Exhibit E hereto executed by the Pledgor and the Secured Party

"Resolution Time" means 3 00 p m , London time, on the third (3rd) Business Day following the applicable Dispute Date

"Restricted Collateral Account" means the combined Restricted Securities Account and Restricted Deposit Account (neither of which shall be assigned a distinct account number or other unique identifier separate from the Restricted Collateral Account itself) identified on Schedule I to this Agreement as constituting the "Restricted Collateral Account," and established and maintained by the Custodian in the name of the Pledgor for the benefit of the Secured Party pursuant to this Agreement and the Account Agreements and all other securities accounts and deposit accounts established and maintained by the Custodian in connection therewith and all subaccounts of all of the foregoing, in each case wherever located.

"Restricted Deposit Account" means the deposit account component of the Restricted Collateral Account

"Restricted Securities Account" means the securities account component of the Restricted Collateral Account

"Returned Assets" means the Rehypothesized Collateral Assets or assets that are Equivalent to such Rehypothesized Collateral Assets that are Delivered by the Secured Party to be Credited to the Unrestricted Collateral Account

"Secured Obligations" means all of the indebtedness, obligations, liabilities and undertakings of the Pledgor to the Secured Party in connection with this Agreement, the Reinsurance Agreement, the other Transaction Documents and any promissory notes or other Instruments or agreements executed and delivered pursuant thereto or in connection therewith, of any kind or description, individually or collectively, direct or indirect, joint or several, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising including all interest (whether arising before or after the filing of a petition in bankruptcy or other date on which a procedure has been commenced with respect to a Cedant Insolvency Event and including all interest accrued after the petition date or other such date), irrespective of whether for the payment of money, under or in respect of the Transaction Documents, and all costs, fees (including attorneys' fees and legal costs incurred (among other things) in collecting and enforcing rights against the Pledgor) and other expenses including the Termination Payments, the Provisional Termination Payments, the Final Termination Payments, the Termination Payment Adjusting Amount, Provisional Partial Termination Payments, Partial Termination Payment Adjusting Amounts and Final Partial Termination Payments that the Pledgor is hereby or otherwise required to pay pursuant to the Transaction Documents, by law or otherwise

"Secured Party" has the meaning set forth in the preamble hereto

"Secured Party Authorization Letter" has the meaning set forth in the definition of the term "Authorized Person "

"Secured Party Reposting Notice" means a written notice substantially in the form set forth as Exhibit F hereto executed by the Secured Party

"Securities Account" means the Unrestricted Securities Account component of the Unrestricted Collateral Account and the Restricted Securities Account component of the Restricted Collateral Account

“Securities Collateral” has the meaning set forth in Section 3.1

“SEDOL” means the Stock Exchange Daily Official List

“SONIA” means Sterling Over Night Index Average

“Specified Termination Payment” has the meaning set forth in Section 4.1(d)(ii)

“Subcustodian” means a bank or other financial institution (other than a securities depository or Clearing Corporation) that is utilized by the Custodian in connection with the purchase, sale or custody of securities hereunder and identified to the Pledgor and the Secured Party from time to time

“Substitute Cedant Collateral” means any Collateral Asset, that, upon Delivery to the Custodian pursuant to Section 3.2(c), would constitute an Eligible Investment

“Substitution Notice” means Joint Instructions, substantially in the form set forth in Exhibit G hereto

“Successor Custodian” has the meaning set forth in Section 7.12(a)

“Termination” means the termination of this Agreement upon the receipt by the Custodian of Fully Executed Joint Instructions instructing the Custodian that the performance and payment of all the Secured Obligations are satisfied in full.

“Termination Event” has the meaning set forth in the Reinsurance Agreement

“Termination Event Date” means the date a Termination Event occurs

“Termination Event Notice” means a Non-Fault Termination Event Notice or an Exclusive Control Event Notice, as applicable

“Termination of Exclusive Control Event Notice” means a written notice substantially in the form set forth in Exhibit A hereto executed by the Secured Party

“Termination of Non-Fault Event Notice” means a written notice substantially in the form set forth in Exhibit L hereto executed by the Secured Party and the Pledgor

“Termination Payment” has the meaning set forth in the Reinsurance Agreement

“Termination Payment Adjusting Amount” has the meaning set forth in the Reinsurance Agreement

“Termination Withdrawal Notice” means a written notice, substantially in the form set forth in Exhibit I-1 hereto

“Trade Ticket” means a written entitlement order or disposition instruction with respect to the Cedant Collateral Accounts

"Transaction" means the transaction between the Parties entered into pursuant to the Transaction Documents, *provided, however*, that the Transaction shall cease to exist upon the Termination

"Transaction Documents" has the meaning set forth in the Reinsurance Agreement

"Transfer Notice" means a Joint Instruction as defined in Section 3.2(a)(1)(ii), substantially in the form set forth in Exhibit M hereto

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, *provided, however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Party's security interest in any item or portion of the Cedant Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions relating to such perfection or priority and for purposes of definitions relating to such provisions

"Unrehypothecated Collateral Assets" means any Collateral Asset that is not a Rehypothecated Collateral Asset and is held in, or Credited to, the Cedant Collateral Accounts

"Unrestricted Collateral Account" means the combined Unrestricted Securities Account and Unrestricted Deposit Account (neither of which shall be assigned a distinct account number or other unique identifier separate from the Unrestricted Collateral Account itself) identified on Schedule I to this Agreement as constituting the "Unrestricted Collateral Account," and established and maintained by the Custodian in the name of the Secured Party pursuant to this Agreement and the Account Agreements and all other securities accounts and deposit accounts established and maintained by the Custodian in connection therewith and all subaccounts of all of the foregoing, in each case wherever located

"Unrestricted Deposit Account" means the deposit account component of the Restricted Collateral Account

"Unrestricted Securities Account" means the securities account component of the Unrestricted Collateral Account

"USD" and **"\$"** means the lawful currency of the United States of America

"Valuation Agent" has the meaning set forth in the preamble, subject to Section 7 15(f)

"Valuation Percentage" means, with respect to any Collateral Asset, which is an Eligible Investment, an amount equal to one (1) *minus* the applicable Haircut percentage (expressed in decimal format), if any, applicable to such Collateral Asset as set forth in the Investment Guidelines Agreement

"Valuation Report" means a written document that is prepared and delivered in accordance with Section 7 15(c) that sets forth the following items, each of which shall be as of the Business Day immediately before the date of the relevant Valuation Report (as provided in

7 15(c)) (a) a list of each Collateral Asset, (b) the Market Value of each Collateral Asset, (c) the Cedant Collateral Value of each Collateral Asset, (d) the aggregate Market Value of all Collateral Assets, (e) the Aggregate Cedant Collateral Value, (f) the CUSIP, ISIN or SEDOL number for, and description of, each security Credited to or held in the Cedant Collateral Accounts, (g) the quantity of each Collateral Asset, (h) the Haircut, if any, applied to each Collateral Asset, (i) the Cedant Collateral Requirement, (j) whether each Collateral Asset is held in the Restricted Collateral Account or the Unrestricted Collateral Account, and (k) any required Cedant Delivery Amount or Cedant Return Amount rounded pursuant to Section 3 8

“Voting Power” means, with respect to any Collateral Asset, the power to vote or to direct the voting of such Collateral Asset

“Withdrawal Amount” has the meaning set forth in Section 4 1(d)(11)(A)

“Withdrawal Notice” means Joint Instructions, substantially in the form set forth in Exhibit J

“Withdrawal Notice Date” has the meaning set forth in Section 4 1(d)(11)

“Written Instructions” means Trade Tickets and other instructions in a written record (including a facsimile, an email or an electronic record (but only to the extent provided for herein) delivered or transmitted by an Authorized Person of the Pledgor, the Secured Party or the Pledgor and the Secured Party, as applicable

1 2 *Rules of Construction*

(a) Unless the context otherwise requires

(i) the words “herein,” “hereof” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision or part of this Agreement,

(ii) words in the singular include the plural, and words in the plural include the singular, and

(iii) “or” is not exclusive

(b) Whenever the words “include,” “includes” or “including” are used herein, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import

(c) The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement

(d) The words “written” and “in writing” include any means of visible reproduction, and include, any e-mail communication, except with respect to any instruction required or permitted to be given to the Custodian hereunder, which shall not be in the form of

an e-mail communication but will be given in the form required by the applicable provision of this Agreement

(e) Any reference herein to any other agreement or any deed or document shall be construed as a reference to the relevant agreement, deed or document as the same may have been, or may from time to time be, amended, modified, supplemented, restated, replaced varied, superseded, novated or extended in accordance with its terms and includes any agreement, deed or other document expressed to be supplemental to it, as from time to time so amended, modified, supplemented, restated, replaced varied, superseded, novated or extended

(f) This Agreement includes all Exhibits and Schedules hereto in each case as amended, modified, supplemented, restated, replaced, varied or superseded from time to time

(g) All references to Sections, clauses, Exhibits and Schedules are references to Sections, clauses, Exhibits and Schedules in or to this Agreement unless otherwise provided

SECTION 2

CUSTODIAN, SECURITIES INTERMEDIARY AND DEPOSITARY BANK

2.1 *Designation of Custodian* The Custodian shall segregate and hold the Unrehypothecated Collateral Assets in the (i) Cedant Collateral Accounts separate from the Custodian's assets and separate from any other assets besides the Unrehypothecated Collateral Assets and (ii) Restricted Collateral Account separate from the Unrehypothecated Collateral Assets in the Unrestricted Collateral Account, in each case as provided for in this Agreement, as custodian, securities intermediary and depositary bank, respectively, and shall dispose of or transfer the Cedant Collateral only in accordance with the terms and conditions of this Agreement, *provided, however*, that, except for the performance of its duties hereunder, the Custodian shall have no responsibility with respect to the validity or the perfection of the security interest granted to the Secured Party hereunder (other than as provided in Section 2.5), nor shall the Custodian have any obligation to determine whether any Cedant Collateral qualifies as an Eligible Investment or to perform any valuation

2.2 *Acceptance of Appointment as Custodian* The Custodian agrees that it is acting as a custodian, securities intermediary and depositary bank hereunder, and that, in such capacities, it has established the Cedant Collateral Accounts pursuant to the Account Agreements and will maintain the Cedant Collateral Accounts and perform such functions as set out in this Agreement and the Account Agreements in accordance with the terms and conditions hereof and thereof

2.3 *Acknowledgment of Security Interest by Custodian.* The Custodian acknowledges receipt of notice of the Secured Party's security interest in the Cedant Collateral, and will mark its records, by book-entry or otherwise, to indicate the Secured Party's security interest in the Cedant Collateral and the proceeds thereof. The Custodian also hereby acknowledges the establishment of the Cedant Collateral Accounts and the Secured Party's security interest therein and in any proceeds or other funds Credited thereto. As of the date hereof, the Custodian represents, warrants and covenants (as applicable) that: (a) the Secured Party's security interest in the Cedant Collateral is identified on the Custodian's books and records, by book-entry or

otherwise, (b) the Pledgor is the Custodian's only customer with respect to the Deposit Accounts and the only entitlement holder with respect to the Securities Accounts, (c) other than (i) any contingent first priority security interest contemplated in Section 7.14 in favor of the Custodian and in Section 3.2(e) in favor of a Clearing Corporation and (ii) the second-priority security interest granted in Section 7.13(c) in favor of the Custodian (collectively, the "**Permitted Liens**"), the Custodian has not and will not confirm an interest or a security entitlement in the Cedant Collateral to any Person other than to the Pledgor and to the Secured Party, and (d) the Custodian's records do not indicate any claim to or Lien on the Cedant Collateral or the proceeds thereof adverse to that of the Secured Party (other than the Permitted Liens), nor do such records indicate any Person, other than the Pledgor and the Secured Party (and the Custodian and from time to time the Clearing Corporation with respect to Permitted Liens), as having any interest in the Cedant Collateral, or authority to issue entitlement orders or disposition instructions with respect to the Cedant Collateral, other than the Asset Manager in accordance with and as more particularly specified in Exhibit K. The Custodian shall, as promptly as practicable under the circumstances, notify the Pledgor and the Secured Party upon its receipt of written notice of any Lien or other adverse claim with respect to any asset held in the Cedant Collateral Accounts or otherwise acquiring actual knowledge of any such Lien or other adverse claim, *provided, however*, that the Custodian shall be deemed not to have knowledge of any such Lien or other adverse claim until an officer charged with the administration of the applicable Cedant Collateral Account has been notified of such Lien or other adverse claim. Except as provided in Section 7.14, the Custodian hereby subordinates, in favor of the Secured Party, each contractual or statutory security interest or Lien, if any, that the Custodian may acquire with respect to the Cedant Collateral and the proceeds thereof or other funds.

2.4 *Crediting and Withdrawal of Certain Cedant Collateral*

(a) The Pledgor, the Secured Party and the Custodian agree that certain Securities Collateral Delivered to the Custodian for Credit to the Cedant Collateral Accounts may be in the form of credits by a Clearing Corporation to the account of the Custodian on a Book-Entry System. In such case, the Custodian shall accept Delivery of such Securities Collateral for Credit to the applicable Cedant Collateral Account, and ensure that all such Securities Collateral Credited to its account with such Clearing Corporation is Credited on a continuing and ongoing basis to the applicable Cedant Collateral Account and shall use the Book-Entry System to the extent possible in connection with its performance hereunder, including in connection with settlements of purchases and sales of Securities Collateral.

(b) In the event that proceeds of any Cedant Collateral are in the form of Cash, the Custodian shall Credit such Cash to the applicable Deposit Account.

(c) The Custodian agrees that all Cedant Collateral that is Delivered to it shall be accepted by the Custodian for Credit to the specified Cedant Collateral Account and the Custodian shall promptly Credit such Cedant Collateral to such Cedant Collateral Account.

(d) The Cedant Collateral Accounts shall be subject to withdrawals by the Secured Party and by the Pledgor, and transfers of assets to third parties in each case only as provided in Section 2.5. With respect to the withdrawal, substitution, transfer, Delivery or other transactions concerning any Collateral Assets Credited to or to be Credited to the Cedant

Collateral Accounts, the appropriate party shall provide to the Custodian Written Instruction and Cash and/or financial assets necessary for Custodian to settle such transaction. The Custodian shall account for all purchases and sales of securities on the actual settlement date unless otherwise agreed by the Custodian.

(e) The Custodian agrees that, in the case of a transfer initiated by a party prior to 2 00 p m New York time on a New York Business Day, the Custodian shall initiate such transfer on such New York Business Day, and such transfer shall be settled by the opening of business on the next New York Business Day following the initiation of such transfer.

2.5 Control over Cedant Collateral Accounts This Agreement is intended to grant "control" of the Cedant Collateral Accounts to the Secured Party for purposes of perfection of the Secured Party's security interest in the Cedant Collateral pursuant to UCC Articles 8 and 9. During an Exclusive Control Period, the Secured Party, the Pledgor and the Custodian agree that with respect to the Cedant Collateral Accounts and the Collateral Assets Credited thereto, the Custodian shall comply with entitlement orders and written instructions originated by the Secured Party without further consent by the Pledgor, the Asset Manager or any other Person. Prior to the commencement, and following the termination, of an Exclusive Control Period the Secured Party, the Pledgor and the Custodian hereby agree that, the Custodian shall comply with (i) Written Instructions originated unilaterally by the Secured Party regarding the rehypothecation of Collateral Assets Credited to the Unrestricted Collateral Account, (ii) Written Instructions originated unilaterally by the Pledgor to Credit Collateral Assets to the Cedant Collateral Accounts, (iii) Joint Instructions to transfer, withdraw or substitute the Collateral Assets from the Cedant Collateral Accounts and (iv) a Trade Ticket originated by the Pledgor and the Asset Manager or unilaterally by the Asset Manager or Written Instructions originated unilaterally by the Pledgor, in each case regarding the management of the Collateral Assets as specified in Exhibit K. After the delivery by the Secured Party of an Exclusive Control Event Notice to the Custodian (and until the delivery, if at all, of the related Termination of Exclusive Control Event Notice), the Custodian shall comply with Written Instructions originated by the Secured Party without further consent by the Pledgor, the Asset Manager or any other Person, including for the avoidance of doubt, Written Instructions originated by the Secured Party regarding the management of the Collateral Assets without further consent of the Pledgor, the Asset Manager or any other Person. In no event shall the Secured Party or the Pledgor deliver Written Instructions to the Custodian in violation of this Agreement. The foregoing agreement by the Secured Party and the Pledgor is for the benefit of the Pledgor and the Secured Party (respectively) only and the Custodian shall have no duty or obligation to verify the Secured Party's or the Pledgor's compliance with such requirement. The Custodian shall comply with an Exclusive Control Event Notice on or before the opening of business on the first New York Business Day after the Business Day on which the Exclusive Control Event Notice substantially in the form of Exhibit H-2 is received as specified in Section 4.1. If the Exclusive Control Event Notice is received by the Custodian after 4 00 pm New York time, then the Exclusive Control Event Notice will be considered to have been actually received on the following New York Business Day.

2.6 Financial Assets Election The parties hereto agree that they shall treat all Cedant Collateral (other than Cash) Credited to the Cedant Collateral Accounts as "financial assets" within the meaning of UCC Section 8-102(a).

2.7 Establishment of Cedant Collateral Accounts

(a) *Creation of Cedant Collateral Accounts.* The Custodian hereby confirms and agrees that it has opened and established, in the name of the Pledgor for the benefit of the Secured Party, (i) the Unrestricted Collateral Account into which Cedant Collateral consisting of Securities Collateral and Cash Collateral is to be Credited and which is designated as "LG ORANGED UNREST CEDANT FBO PRIAC" and (ii) the Restricted Collateral Account into which Cedant Collateral consisting of Securities Collateral and Cash Collateral is to be Credited and which is designated as "LG ORANGED REST CEDANT FBO PRIAC "

(b) *Place of the Cedant Collateral Accounts, Responses by Custodian* The Custodian has established and will maintain the Cedant Collateral Accounts in the State of New York. The Custodian agrees, upon request from the Pledgor or the Secured Party, to promptly make available (on the same New York Business Day, if a request therefor is received before 2:00 p.m., New York time, on such New York Business Day) information with respect to a statement of the amounts then held in or Credited to the Cedant Collateral Accounts.

SECTION 3

GRANT OF SECURITY INTEREST, RIGHTS AND OBLIGATIONS REGARDING CEDANT COLLATERAL, REHYPOTHECATION

3.1 *Grant of Security Interest* As security for the prompt and complete payment and performance when due of the Secured Obligations, the Pledgor hereby pledges, assigns, conveys and transfers to the Secured Party, and hereby grants to the Secured Party, whether now owned or hereafter acquired or arising, whether governed by UCC Article 9 or other law, wherever located, a first priority continuing security interest in, Lien on and right of set-off against, all of the Pledgor's right, title and interest in, to and under and power to transfer all right title and interest in, to and under (i) the Cedant Collateral Accounts, all general intangibles relating thereto, all supporting obligations relating to any or all of the foregoing and all proceeds (including proceeds of proceeds) of any or all of the foregoing, (ii) all Collateral Assets including (x) all investment property (including security entitlements and securities) and other financial assets that are held in or Credited to the Cedant Collateral Accounts or that the Custodian is obligated to Credit to the Cedant Collateral Accounts, all certificates and Instruments from time to time created representing or evidencing any and all of the foregoing, all general intangibles relating to any or all of the foregoing (including Investment Powers, Voting Powers and other powers and rights of the Pledgor now or hereafter acquired by the Pledgor with respect to any or all of the foregoing, including rights of enforcement under or with respect to any or all of the foregoing), all supporting obligations relating to any or all of the foregoing and all proceeds (including proceeds of proceeds) of any or all of the foregoing that are held in or Credited to the Cedant Collateral Accounts or that the Custodian is obligated to Credit to the Cedant Collateral Accounts, including, dividends, interest, amounts paid upon maturity or redemption, other income or distributions with respect to the foregoing (the "Securities Collateral"), and (y) all Cash and other funds Credited to the Cedant Collateral Accounts or that the Custodian is obligated to Credit to the Cedant Collateral Accounts, all general intangibles relating to any or all of the foregoing, all supporting obligations relating to any or all of the foregoing and all proceeds (including proceeds of proceeds) of any or all of the foregoing that are held in or Credited to the Cedant Collateral Accounts or that the Custodian is obligated to Credit to the Cedant Collateral

Accounts, including, interest, other income or distributions with respect to the foregoing (the “Cash Collateral”) and (iii) all proceeds of any or all of the foregoing (including proceeds of proceeds), regardless of form or location (whether or not in the possession or control of the Custodian, or any third party acting on behalf of the Custodian), including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter of credit rights, money, financial assets, insurance and minerals before extraction (clauses (i) through and including (iii) collectively, the “Cedant Collateral”)

3.2 *Rights and Obligations Regarding Cedant Collateral*

(a) *Maintenance of Cedant Collateral Requirement* Subject to Sections 3.6, 3.7 and 3.8, if, on any Collateral Review Date, the Aggregate Cedant Collateral Value is less than the Cedant Collateral Requirement, then the Pledgor shall (other than in the case of a Cedant Delivery Amount to the Restricted Collateral Account to which the proviso to clause 16.7 of the Reinsurance Agreement applies) within one (1) Business Day after such Collateral Review Date, or if the shortfall is due to a failure to meet any applicable Issuer Limits or Concentration Limits, within five (5) Business Days, after receipt of notice with respect to the relevant Non-Eligible Collateral Asset that has caused such failure, cause to be Delivered to the applicable Cedant Collateral Account, by issuing a Credit Notice executed by the Pledgor to the Custodian to Credit Eligible Investments to such Cedant Collateral Account, in an amount such that, following such Delivery and Credit to such Cedant Collateral Account

(i) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Restricted Collateral Account, equals or exceeds the Cedant Fee Collateral Requirement, and

(ii) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Unrestricted Collateral Account, equals or exceeds the Cedant Experience Collateral Requirement,

and the Custodian shall Credit such Eligible Investments to the applicable Cedant Collateral Account in accordance with such instructions, *provided, however*, that the obligation to Credit Eligible Investments to the Cedant Collateral Accounts pursuant to this Section 3.2(a) shall

(1) first be satisfied, to the extent possible, by the Pledgor providing a Fully Executed Transfer Notice to the Custodian to transfer Eligible Investments from

(i) the Unrestricted Collateral Account to the Restricted Collateral Account if the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Unrestricted Collateral Account exceeds the Cedant Experience Collateral Requirement as of such Collateral Review Date, or

(ii) the Restricted Collateral Account to the Unrestricted Collateral Account if the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Restricted Collateral Account exceeds the Cedant Fee Collateral Requirement as of such Collateral Review Date (each such Fully Executed, a “Transfer Notice”),

provided that (x) after the consummation of a transfer pursuant to clause (i) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement, and (y) after the consummation of a transfer pursuant to clause (ii) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement, and

(2) thereafter be satisfied by the Credit of new Eligible Investments to the Cedant Collateral Accounts, to the extent such additional Credit is still required to satisfy the obligations of this Section 3 2(a)

The Custodian shall comply with Fully Executed Transfer Notices received at or prior to 2 00 p m New York time on a New York Business Day on such New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after 2 00 p m New York time it is considered to be received on the following New York Business Day), subject to Sections 3 2(d) and 3 2(e).

Any transfer of Cedant Collateral is subject to the consent of the Secured Party, such consent not to be unreasonably withheld or delayed and if after giving effect to any transfer of Cedant Collateral (i) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date), and (ii) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date), it shall be unreasonable for the Secured Party to withhold or delay consent. The Secured Party’s consent to any transfer shall be deemed to be given upon the Secured Party’s execution of an applicable Transfer Notice

(b) *Withdrawals* Except during an Exclusive Control Period and subject to Sections 3 6, 3 7 and 3 8, if the Aggregate Cedant Collateral Value (as of the most recent Collateral Review Date, as determined by the Valuation Agent) of all Eligible Investments Credited to the Cedant Collateral Accounts exceeds the Cedant Collateral Requirement or there are any Non-Eligible Collateral Assets, then, upon the delivery of a Fully Executed Withdrawal Notice to the Custodian, the Custodian shall within one (1) New York Business Day following such request, *provided* such request is received at or prior to 2 00 p m New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after

2 00 p m New York time it is considered to be received on the following New York Business Day), subject to Sections 3 2(d) and 3 2(e), return to the Pledgor each Non-Eligible Collateral Asset and/or any other Collateral Asset identified in such request that collectively have an aggregate Cedant Collateral Value (as of the most recent Collateral Review Date, as determined by the Valuation Agent) that does not exceed such excess over the Cedant Collateral Requirement (each an "Excess Asset"), such that following any such return to the Pledgor (x) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement and (y) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement, *provided, however*, prior to any return of Collateral Assets pursuant to this Section 3 2(b), if

(i) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Restricted Collateral Account is less than the Cedant Fee Collateral Requirement as of such Collateral Review Date, then the Pledgor shall provide to the Custodian a Fully Executed Transfer Notice instructing the Custodian to transfer Collateral Assets from the Unrestricted Collateral Account to the Restricted Collateral Account such that (x) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement and (y) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement, or

(ii) the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all Eligible Investments Credited to the Unrestricted Collateral Account is less than the Cedant Experience Collateral Requirement as of such Collateral Review Date, then the Pledgor shall provide to the Custodian a Fully Executed Transfer Notice instructing the Custodian to transfer Collateral Assets from the Restricted Collateral Account to the Unrestricted Collateral Account such that (x) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement and (y) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement.

Any withdrawal of Cedant Collateral is subject to the consent of the Secured Party, such consent not to be unreasonably withheld or delayed and if after giving effect to any withdrawal, the Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all (i) Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) and (ii) Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date), it shall be unreasonable for the Secured Party to withhold or delay consent The Secured Party's consent to

any withdrawal shall be deemed to be given upon the Secured Party's execution of an applicable Withdrawal Notice

(c) *Substitution* Except during an Exclusive Control Period and subject to Sections 3.6, 3.7 and 3.8, the Pledgor may substitute all or part of the Collateral Assets for Substitute Cedant Collateral by delivering to the Custodian a Fully Executed Substitution Notice in the form of Exhibit G and concurrently therewith Delivering to the Custodian the Substitute Cedant Collateral specified in such Substitution Notice for Credit to the applicable Cedant Collateral Account, *provided, however*, that after giving effect to such substitution, the sum of the aggregate Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of the non-substituted Eligible Investments Credited to the applicable Cedant Collateral Account and the aggregate Cedant Collateral Value of such Substitute Cedant Collateral (determined by the Valuation Agent as of the most recent Collateral Review Date) is equal to or exceeds the Cedant Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) for such Cedant Collateral Accounts. If the foregoing conditions are met and the Custodian Credits such Substitute Cedant Collateral to the Cedant Collateral Accounts pursuant to the Substitution Notice at or prior to 2:00 p.m. New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the Delivery and if received after 2:00 p.m. New York time it is considered to be received on the following New York Business Day), subject to Sections 3.2(d) and 3.2(e), the Custodian shall transfer the Prior Cedant Collateral to the securities account and/or deposit account (as applicable) specified in such Substitution Notice and such Prior Cedant Collateral shall automatically be released from the lien of this Agreement

Any substitution of Cedant Collateral is subject to the consent of the Secured Party, such consent not to be unreasonably withheld or delayed and if after giving effect to any substitution, the Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of all (i) Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) and (ii) Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date), it shall be unreasonable for the Secured Party to withhold or delay consent. The Secured Party's consent to any substitution shall be deemed to be given upon the Secured Party's execution of an applicable Substitution Notice.

(d) *Return of Rehypothesized Collateral Assets* If any Collateral Assets to be returned to or withdrawn or substituted by the Pledgor pursuant to this Agreement consist of Rehypothesized Collateral Assets, then (i) the Secured Party shall (x) cause such Rehypothesized Collateral Assets (or assets that are Equivalent to such Rehypothesized Collateral Assets) to be Credited to the Unrestricted Collateral Account, within one (1) New York Business Day following the Secured Party's receipt of the applicable notice or instruction related to such return, withdrawal or substitution, *provided* such request is received at or prior to 2:00 p.m. New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after 2:00 p.m. New York time it is considered to be

received on the following New York Business Day), subject to customary market settlement practices and procedures for such Rehypothesized Collateral Asset, and (y) simultaneously with such Credit, deliver a notice to the Custodian and the Pledgor describing such Returned Assets, (ii) the Custodian shall, promptly (and in no event later than one (1) New York Business Day, subject to Section 3 2(e), after such Credit, transfer such Returned Assets as directed by the Written Instruction delivered by the Pledgor pursuant to Sections 3 2(a), 3 2(b) or 3 2(c), and (iii) the Pledgor shall have the rights set forth in Section 3 4(b) with respect to such Returned Assets.

(e) *Customary Market Settlement Practices* Notwithstanding anything to the contrary in this Agreement, the obligation of the Custodian to transfer any Collateral Asset from or into the Cedant Collateral Accounts within a specified period of time shall be subject to customary market settlement practices and the Custodian's settlement procedures for such asset, *provided that* transfers between any accounts for which the Custodian is the custodian or depositary bank shall occur on the same New York Business Day where instructions to do so in accordance with this Agreement are given at or before 2 00 p m New York time on such New York Business Day To the extent that the Custodian utilizes a Clearing Corporation in connection with its performance of the services it provides under this Agreement, the Custodian may at any time and without notice to the Pledgor or the Secured Party and in order to effect transactions in securities through such Clearing Corporation, pledge or assign a security interest in the Cedant Collateral that is the subject of such transactions in order to secure any advances made by, or amounts owed to such Clearing Corporation and specific to such transactions, but solely to the extent that the rules and regulations of such Clearing Corporation require such security interest in the ordinary course of business, *provided, however*, that the security interest of the Clearing Corporation, in such Cedant Collateral pursuant to this sentence shall be released upon repayment of such advance by the Custodian to the Clearing Corporation Promptly upon the receipt by the Custodian of good, immediately available funds in sufficient amount to cover any overdraft, the Custodian shall use commercially reasonable efforts to repay all advances owed to the Clearing Corporation

(f) *Payments* Except during an Exclusive Control Period and subject to Sections 3.6, 3 7 and 3 8, the Pledgor shall be entitled to receive all payments of principal of, and interest and premium (if any) on the Collateral Assets, *provided that*, after giving effect to such receipt by the Pledgor, (i) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Restricted Collateral Account is equal to or exceeds the Cedant Fee Collateral Requirement, and (ii) the aggregate Cedant Collateral Value of all Eligible Investments Credited to the Unrestricted Collateral Account is equal to or exceeds the Cedant Experience Collateral Requirement In such case, the Pledgor may, pursuant to Section 3 2(b), deliver to the Custodian a Fully Executed Withdrawal Notice, and, pursuant to such instruction, the Custodian shall, promptly remit to the Pledgor any such payment received by the Custodian that the Pledgor is entitled to receive under this Section 3 2(f)

3 3 *Right of Secured Party to Rehypothesize Collateral Assets*

(a) *Right to Rehypothesize* The Secured Party may unilaterally rehypothecate any Collateral Assets held in or Credited to the Unrestricted Collateral Account (and each such rehypothecated Collateral Asset shall be a Rehypothesized Collateral Asset, whether or not such Collateral Asset constitutes an Eligible Investment) in accordance with, and

subject to, this Section 3.3 Each rehypothecation pursuant to this Section 3.3 shall be consistent with customary market practices in New York. To exercise such rehypothecation right, the Secured Party shall deliver to the Custodian and the Pledgor a Rehypotheccation Notice identifying the Collateral Assets held in the Unrestricted Collateral Account to be rehypothecated (such Collateral Assets, the “**Identified Rehypotheccation Collateral Assets**”) Upon such delivery

(i) the Custodian shall promptly (and in no event later than one (1) New York Business Day), *provided* such request is received at or prior to 2:00 p.m. New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after 2:00 p.m. New York time it is considered to be received on the following New York Business Day), subject to Section 3.2(e), cause such Identified Rehypotheccation Collateral Assets to be released from the Unrestricted Collateral Account and transferred to the Secured Party or its designee as provided in such Rehypotheccation Notice, and upon such transfer for the purpose hereof, the same shall constitute Rehypotheccated Collateral Assets until such time, if any, as the same shall cease to fall within the definition of Rehypotheccated Collateral Assets, and

(ii) if any event or series of events occurs with respect to any Rehypotheccated Collateral Asset, as a result of which such Rehypotheccated Collateral Asset is redenominated, converted, subdivided, consolidated, exercised, exchanged, the subject of a takeover or any other similar event, or constitutes solely the right to receive any other property or assets (including Cash), then

(A) the Secured Party shall promptly deliver to the Pledgor and the Valuation Agent a written notice, identifying such Rehypotheccated Collateral Asset and such other property or assets and describing such event(s), and

(B) promptly after receipt of such written notice (and in any case within one (1) Business Day after such receipt), the Valuation Agent shall provide a written notice to the Pledgor and the Secured Party specifying applicable Haircut percentage for such Rehypotheccated Collateral Asset and such other property and assets and if applicable the Pledgor shall comply with Section 3.2(a)

(b) *Limitations on Rehypotheccations* Notwithstanding anything to the contrary in this Agreement or in the Reinsurance Agreement,

(i) the Secured Party shall not deliver a Rehypotheccation Notice that specifies as an Identified Rehypotheccation Collateral Asset, any Unrehypotheccated Collateral Asset that (x) is the subject of an outstanding investment or voting order by the Asset Manager, a copy of which has been delivered to the Secured Party, unless the rehypothecation of such Unrehypotheccated Collateral Asset contemplated by such Rehypotheccation Notice does not interfere with the execution of such investment or voting order or (y) was theretofore identified to be transferred to the Pledgor pursuant to the provisions of this Agreement but has not yet been so transferred to the Pledgor,

(ii) the Secured Party shall not rehypothecate any Collateral Assets Credited to the Restricted Collateral Account, and

(iii) the provisions regarding rehypothecations set forth in Section 3.4 shall apply

(c) *Voluntary Credits of Rehypothecated Collateral Assets or Assets Equivalent Thereto* At any time the Secured Party may, in its sole election, cause any Rehypothecated Collateral Asset (or assets that are Equivalent to such Rehypothecated Collateral Asset) to be Delivered to the Unrestricted Collateral Account, *provided, however, that*. (i) simultaneously with such Credit, the Secured Party shall deliver a Secured Party Reposting Notice to the Custodian and the Pledgor describing such Returned Asset, and (ii) the Pledgor shall have the rights set forth in Section 3.4(b) with respect to such Returned Asset

3.4 *Obligations and Rights Relating to Rehypothecated Collateral Assets or Equivalent Assets Reposted by the Secured Party*

(a) *Obligations of the Secured Party with Respect to Rehypothecated Collateral Assets or Equivalent Assets Reposted by the Secured Party* Each asset that the Secured Party causes to be Delivered to the Unrestricted Collateral Account pursuant to the terms of this Agreement shall constitute either (i) the requested Rehypothecated Collateral Asset or (ii) an asset that is Equivalent to such requested Rehypothecated Collateral Asset

(b) *Rights of the Pledgor with Respect to Rehypothecated Collateral Assets or Equivalent Assets Reposted by the Secured Party* If (i) the Pledgor reasonably and in good faith believes that a Returned Asset does not constitute either (x) the relevant Rehypothecated Collateral Asset or (y) an asset that is Equivalent to such Collateral Asset (the “**Disputed Asset**”), and (ii) the Pledgor delivers, to the Secured Party a Reposting Dispute Notice describing such dispute (a “**Reposting Dispute**”), then the Pledgor and the Secured Party hereby agree that:

(i) the Pledgor shall submit such Reposting Dispute as a dispute pursuant to, and in accordance with, the Reinsurance Agreement,

(ii) the Pledgor shall accept such Disputed Assets while reserving its rights in such Reposting Dispute, and

(iii) upon the resolution of such Reposting Dispute in accordance with the Reinsurance Agreement (x) the Pledgor shall deliver to the Custodian a Fully Executed Resolution Notice substantially in the form attached hereto as Exhibit E specifying the terms of such resolution and identifying the assets, if any, the Pledgor and/or the Secured Party are required, pursuant to such resolution, to Credit into or withdraw from the Cedant Collateral Accounts, in each case, pursuant to a Trade Ticket, (y) the Custodian shall effect such Credits and/or withdrawals, and (z) such Reposting Dispute shall be deemed to be resolved in accordance with such resolution

3.5 *Other Provisions Regarding the Cedant Collateral*

(a) *Notice of Lien* The Pledgor hereby irrevocably authorizes the Secured Party at any time and from time to time to (i) file in any relevant jurisdiction UCC financing statements (including amendments and continuations thereto) that contain a collateral description that is consistent with Section 3.1 and contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment but shall in no event include a reference to the account number of either of the Cedant Collateral Accounts, and (ii) file a copy of this Agreement with the Companies House. The Pledgor agrees to furnish any information necessary or useful for such filings and/or other actions to the Secured Party promptly upon the Secured Party's request.

(b) *Further Assurances* The Pledgor agrees, (1) upon request of the Secured Party and at the Secured Party's option, to take any and all other actions not in violation of the Transaction Documents, as the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority (subject to Permitted Liens) of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Cedant Collateral, including (i) complying with any provision of any law, statute, regulation or treaty of the United States, the United Kingdom or any other applicable jurisdiction, as to any Cedant Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or the ability of the Secured Party to enforce, the Secured Party's security interest in such Cedant Collateral, (ii) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to the Secured Party, including any consent of any person obligated on Cedant Collateral and any party or parties whose consent is required for the security interest of the Secured Party to attach, and (iii) taking all actions under any other law, statute, regulation or treaty, as reasonably determined by the Secured Party to be applicable in any relevant UCC or other jurisdiction, including any foreign jurisdiction, and (2) if the Pledgor shall at any time hold or acquire any commercial tort claim with respect to the Cedant Collateral, it shall promptly notify the Secured Party thereof in a writing signed by Pledgor of the particulars of the commercial tort claim and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, with such writing to be in form and substance satisfactory to the Secured Party.

(c) *Notice of Actions* The Pledgor will give written notice to the Secured Party and the Custodian of, and defend the (i) Cedant Collateral against, all claims and demands of all Persons at any time claiming the Cedant Collateral or any interests therein materially adverse to the Secured Party (other than Permitted Liens) (ii) Secured Party against, any suit, action or proceeding by a third party with respect to the Cedant Collateral or which could adversely affect the security interests granted hereunder.

(d) *The Pledgor Remains Liable* Notwithstanding anything herein to the contrary (i) the Pledgor shall remain liable under all contracts and agreements relating to the Cedant Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise, by the Secured Party, of any of the rights hereunder shall not release the Pledgor from any of its duties or obligations under any such contracts or agreements; (iii) the Secured Party shall not have any obligation or liability under any such contracts or agreements by reason of this Agreement; and

(iv) the Secured Party shall not be obligated, by reason of this Agreement, to perform any of the obligations or duties of the Pledgor under any such contracts or agreements or to take any action to collect or enforce any claim for payment assigned hereunder, except as otherwise provided in Section 4.2. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Cedant Collateral in its possession, under UCC Section 9-207 or otherwise, shall be to deal with such Cedant Collateral in the same manner as the Secured Party deals with similar property for its own account.

3.6 No Double-Counting of Collateral Assets to be Substituted or Transferred, Pending Settlements of Transfers Pending Substitutions of Collateral Assets

(a) Notwithstanding anything to the contrary herein or in any Transaction Document, if

(i) any Prior Cedant Collateral is the subject of a substitution pursuant to Section 3.2(c), and

(ii) Substitute Cedant Collateral has been Credited to the relevant Cedant Collateral Account before such Prior Cedant Collateral has been withdrawn from such Cedant Collateral Accounts, then the Cedant Delivery Amount or Cedant Return Amount, as applicable, shall be calculated as if such Prior Cedant Collateral were withdrawn from such Cedant Collateral Account

(b) *Pending Delivery and Return of Collateral Assets* Notwithstanding anything to the contrary herein or in any Transaction Document, if the Pledgor delivers Fully Executed Written Instructions, on any day (the "**instruction date**"), for the Custodian to effect any transaction (the "**pending transaction**") to settle the Pledgor's Cedant Delivery Amount or Cedant Return Amount (the "**earlier delivery/return obligation**") for a Collateral Review Date, but, as a result of standard settlement practices in the relevant exchange or other market, such pending transaction has not settled on or before any subsequent Collateral Review Date, then

(i) for purposes of determining the Cedant Delivery Amount or Cedant Return Amount for such subsequent Collateral Review Date, such pending transaction will be deemed, for purposes hereof, to have settled, *provided that* (x) such pending transaction actually settles no later than three (3) Business Days after such instruction date, and (y) such instruction date occurred not later than the date such earlier delivery/return obligation was required, pursuant hereto and to the Reinsurance Agreement, to be settled, and

(ii) such pending transaction shall not be a basis for any Default Termination Event, *provided that* (x) such pending transaction actually settles no later than three (3) Business Days after such instruction date, and (y) such instruction date occurred no later than the date such earlier delivery/return obligation was required, pursuant hereto and to the Reinsurance Agreement, to be settled

3.7 Minimum Transfer Amount Notwithstanding anything to the contrary in this Agreement or in any Transaction Document, if the Cedant Delivery Amount or the Cedant Return Amount (as applicable) for the Unrestricted Collateral Account as of any Collateral

Review Date, would be an amount that is less than the Minimum Transfer Amount, then the Cedant Delivery Amount or the Cedant Return Amount (as applicable), for such Collateral Review Date shall be deemed to be zero GBP (£0) for the Unrestricted Collateral Account, *provided that* the foregoing shall not apply upon the occurrence and during the continuance of an Exclusive Control Event or a Non-Fault Termination Event

3 8 *Rounding* Notwithstanding anything to the contrary herein or in the Reinsurance Agreement, each Cedant Delivery Amount will be rounded up, and each Cedant Return Amount will be rounded down, respectively, to the nearest integral multiple of ten thousand GBP (£10,000) (with each amount that is less than five thousand GBP (£5,000) being rounded down to zero GBP (£0)) and with each amount that is greater than five thousand GBP (£5,000) being rounded up to ten thousand GBP (£10,000)) This Section 3 8 shall replace each provision in the Reinsurance Agreement to the extent such provision sets forth a rounding convention that applies to Cedant Delivery Amounts and Cedant Return Amounts

3 9 *Power of Attorney* The Pledgor hereby appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of the Pledgor or in the Secured Party's own name, and unless otherwise required pursuant to any Transaction Document, without notice to or assent by the Pledgor, (i) to sign in the Pledgor's name if required and file the notices authorized in Section 3 5 and sign in the Pledgor's name on whatever documents as may be required by the Custodian in order to complete and accomplish the rehypothecation of any Securities Collateral to a third party so designated by the Secured Party in accordance with the terms of this Agreement, and without limiting the generality of the foregoing, (ii) after the proper delivery of an Exclusive Control Event Notice, without notice to or assent by the Pledgor doing the following on behalf of the Pledgor generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Cedant Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Pledgor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or advisable to protect, preserve or realize upon the Cedant Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do, including (x) the exercise of all Investment Powers and Voting Powers, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such Securities Collateral, and (y) the execution, delivery and recording, in connection with any sale or other disposition of any Cedant Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Cedant Collateral To the extent permitted by law, the Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof to the extent that the same is within the scope of the power of attorney granted and undertaken in good faith (provided that Pledgor by virtue of such ratification, does not release any claim that Pledgor may otherwise have against the Secured Party or any officer or agent thereof, for any such acts made or taken by the Secured Party or any officer or agent thereof, through gross negligence or willful misconduct) This power of attorney is irrevocable so long as this Agreement shall remain in force

3 10 *Notice of Non-Eligible Collateral Assets* The Secured Party shall use commercially reasonable efforts to, as soon as reasonably practicable, notify the Pledgor of any Collateral Asset that does not constitute an Eligible Investment on any Collateral Review Date because (i) the aggregate Market Value of such Collateral Assets from any single issuer exceeds the applicable Issuer Limits or (ii) the Market Value of such Collateral Assets meeting one type of the Eligibility Criteria exceeds the applicable Concentration Limits Upon the request of the Pledgor, the Secured Party shall reasonably engage in good faith to determine whether (i) the Investment Guidelines are materially consistent with the standards specified by LCH Clearnet LLC and CME Group (or, in each case, any successor thereto) and (ii) an amendment to the Investment Guidelines Agreement in order to affect a conforming change to the Investment Guidelines is warranted

3 11 *Trade Tickets and New York Business Day.* The Secured Party and the Pledgor agree to deliver a Trade Ticket to the Custodian to affect each entitlement order and disposition instruction including with respect to all Credit Notices, Rehypotheication Notices, Resolution Notices, Transfer Notices, Secured Party Reposting Notices, Withdrawal Notices, Substitution Notices and Termination Withdrawal Notices delivered pursuant to this Agreement All instructions from the Pledgor to the Custodian other than Credit Notices must be Joint Instructions Written Instructions that are required to be Joint Instructions have no force or effect until such time as they become Joint Instructions Any Party that sends a Written Instruction that is effected unilaterally shall currently with such delivery send a copy of such Written Instruction to the other Party The Custodian may conclusively rely on the authority of an Authorized Person listed in an Authorization Letter with respect to such Trade Tickets and other Written Instructions If the delivery of any Written Instruction to the Custodian is required on a New York Business Day, and such Written Instruction is received by the Custodian on a London Business Day that is not also a New York Business Day, then such Written Instruction will be considered to have been actually received on the following New York Business Day

SECTION 4 TERMINATION EVENTS AND REMEDIES

4 1 *Termination Events*

(a) *Exclusive Control Events*

(i) Upon the occurrence of an Exclusive Control Event and so long as such Exclusive Control Event continues to exist, the Secured Party may block the Pledgor's access to the Cedant Collateral Accounts by delivering to the Custodian an Exclusive Control Event Notice Each occurrence and termination of an Exclusive Control Period shall be notified to the Custodian in an Exclusive Control Event Notice and a Termination of Exclusive Control Event Notice, respectively During an Exclusive Control Period, the Pledgor and the Asset Manager shall have no right to deliver Written Instructions to the Custodian with respect to the Cedant Collateral Accounts and the Secured Party shall have no obligation to execute Transfer Notices, Withdrawal Notices, Substitution Notices or other Joint Instructions as applicable So long as an Exclusive Control Period continues to exist, and so long as no Termination of Exclusive Control Event Notice has been delivered to the Custodian, the Custodian shall follow Trade

Tickets and other Written Instructions in each case, originated only by the Secured Party without further consent of the Pledgor, the Asset Manager or any other person

(ii) Upon the occurrence of a Reinstatement Date with respect to an Exclusive Control Event, the Secured Party shall promptly notify the Custodian pursuant to a Termination of Exclusive Control Event Notice

(b) *Non-Fault Termination Events*

(i) Upon the occurrence of a Non-Fault Termination Event and so long as such Non-Fault Termination Event continues to exist, the Secured Party and the Pledgor may execute and deliver to the Custodian a Fully Executed Non-Fault Termination Event Notice. A Non-Fault Termination Event Notice shall not be delivered during an Exclusive Control Period and the delivery of a Non-Fault Termination Event Notice shall not cause an Exclusive Control Event to occur.

(ii) Upon the occurrence of a Reinstatement Date with respect to a Non-Fault Termination Event, the Secured Party and the Pledgor shall promptly notify the Custodian of such rescission pursuant to a Fully Executed Termination of Non-Fault Event Notice.

(c) *Rescission of Termination Event* For purposes of Section 4.1(a)(ii) and Section 4.1(b)(ii), as between the Pledgor and the Secured Party, a Termination Event will be deemed to have been rescinded if, in accordance with the Reinsurance Agreement, either (i) such Termination Event is cured before any Termination Event Notice is delivered with respect to such Termination Event, (ii) Party A either has waived such Termination Event in accordance with the Reinsurance Agreement or has notified Party B that Party A will not deliver a Termination Event Notice on account of such Termination Event, or (iii) Party A rescinds the Termination Event Notice and delivers a Reinstatement Date Notice. The Custodian shall have no responsibility or liability for determining whether the Parties have complied with the foregoing and shall be fully protected in acting upon any Reinstatement Date Notice without inquiry.

(d) *Notice of Termination Amount*

(i) The Pledgor shall in accordance with the Reinsurance Agreement notify the Secured Party (or, if the Pledgor fails to do so, the Secured Party shall in accordance with the Reinsurance Agreement notify the Pledgor) of (i) the Provisional Termination Payment (including the Reinsurance Fee Present Value used to calculate the same) and the Termination Payment Adjusting Amount (including any adjustments to the Reinsurance Fee Present Value used to calculate the same) with respect to a Final Termination Payment owed by the Pledgor to the Secured Party and (ii) the Provisional Partial Termination Payment (including the Reinsurance Fee Present Value used to calculate the same) and the Partial Termination Payment Adjusting Amount (including any adjustments to the Reinsurance Fee Present Value used to calculate the same) with respect to a Final Partial Termination Payment owed by the Pledgor to the Secured Party.

(ii) If the calculation of the Provisional Termination Payment, the Termination Payment Adjusting Amount or the Final Partial Termination Payment, as applicable (the "**Specified Termination Payment**") in accordance with the Reinsurance Agreement results in an amount payable by the Pledgor to the Secured Party, (x) the Pledgor may elect to discharge its obligation to pay the Specified Termination Payment by the Delivery to the Secured Party of Collateral Assets having a Market Value (as of the immediately preceding Business Day) no less than the Specified Termination Payment (less any Cash Election Amount applicable to such Specified Termination Payment) in lieu of payment of Cash or by the payment of Cash; *provided, however*, that notwithstanding the foregoing or anything else contained herein to the contrary, if the Pledgor does not make such payment in Cash within five (5) Business Days after the calculation of the Specified Termination Payment is made pursuant to the Reinsurance Agreement (in each case, the "**Withdrawal Notice Date**"), the Pledgor shall be deemed to have elected to discharge its obligation to pay such Specified Termination Payment by the Delivery to the Secured Party of Collateral Assets in lieu of payment in Cash, and (y) the Secured Party and, except with respect to an Exclusive Control Event or during an Exclusive Control Period, the Pledgor shall jointly execute and deliver a Termination Withdrawal Notice or Partial Termination Withdrawal Notice, as applicable, to the Custodian on the Withdrawal Notice Date, which shall

(A) state the portion of the Provisional Termination Payment, the Termination Payment Adjusting Amount or the Final Partial Termination Payment, as applicable (the "**Withdrawal Amount**"), that has not theretofore been paid in Cash by the Pledgor to the Secured Party or does not consist of Rehypothecated Collateral Assets,

(B) identify the particular Collateral Assets selected by the Pledgor, or in the case of an Exclusive Control Event or during an Exclusive Control Period, by the Secured Party, to be released from the Cedant Collateral Accounts, having an aggregate Market Value (as of the Business Day immediately before the date of such Termination Event Notice) no greater than the Withdrawal Amount; and

(iii) The Custodian shall promptly (and in any event no later than one (1) New York Business Day after its receipt of the Termination Withdrawal Notice or Partial Termination Withdrawal Notice, as applicable, *provided* such request is received at or prior to 2 00 p.m. New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after 2 00 p.m. New York time it is considered to be received on the following New York Business Day), subject to customary market settlement practices and its settlement procedures) release from the Cedant Collateral Accounts and transfer to the Secured Party all Collateral Assets identified in such Termination Withdrawal Notice or Partial Termination Withdrawal Notice, as applicable, to be so released.

(iv) As between the Pledgor and the Secured Party, the Withdrawal Amount as used in this Section 4.1 shall not include any portion of the Specified Termination Payment, with respect to which the Pledgor has, pursuant to the relevant

provisions of the Reinsurance Agreement, made a Cash payment to the Secured Party in lieu of the Delivery of Collateral Assets to the Secured Party. The Custodian shall have no responsibility or liability for determining whether the Withdrawal Amount has been calculated in accordance with this paragraph.

(e) *Access to Information* In connection with the preparation of any Termination Withdrawal Notice or Partial Termination Withdrawal Notice, the Custodian shall promptly (and in no event later than the third (3rd) New York Business Day after the request therefor) make available a list of Collateral Assets held in or Credited to the Cedant Collateral Accounts and the Valuation Agent shall in each case provide the associated Market Values of such Collateral Assets on such date. The Valuation Agent shall, and the Pledgor shall instruct the Price Quotation Provider to, provide any information reasonably requested by the Secured Party or the Pledgor in connection with the preparation and evaluation of such Termination Withdrawal Notice or Partial Termination Withdrawal Notice.

(f) *Excess Assets Remaining in the Cedant Collateral Accounts* If the Market Value of the Collateral Assets as of the Business Day immediately before the date of such Termination Event Notice exceeds the Withdrawal Amount specified in a Termination Withdrawal Notice (such excess, the "**Holdback Collateral Assets**"), such Holdback Collateral Assets may be thereafter released or withdrawn from the Cedant Collateral Accounts only pursuant to the delivery of a subsequent Termination Withdrawal Notice pursuant to Section 4.1(d)(ii) of this Agreement.

(g) *If Cash Payment is Elected by the Pledgor under the Reinsurance Agreement with Respect to a Provisional Termination Payment* If, pursuant to the relevant provisions of the Reinsurance Agreement, the Pledgor has, before the delivery of a Termination Withdrawal Notice, made a Cash payment in lieu of Delivery of Collateral Assets in connection with the related Specified Termination Payment due from the Pledgor to the Secured Party, then

(i) the Pledgor and the Secured Party shall, within one (1) Business Day after such Cash payment, pursuant to Fully Executed Joint Instructions notify the Custodian of such payment and identify the Collateral Assets (selected by the Pledgor or, upon the occurrence of an Exclusive Control Event and during the continuation of an Exclusive Control Period, by the Secured Party) to be returned to the Pledgor, which Collateral Assets shall have a Market Value (as of the Business Day immediately before the date of such notice) that does not exceed such Cash payment, and

(ii) the Custodian shall promptly (and in any event within one (1) New York Business Day after the date of such notice, *provided* such request is received at or prior to 2:00 p.m. New York time on a New York Business Day (if received on a day that is not a New York Business Day, it is considered to be received on the first New York Business Day following the delivery and if received after 2:00 p.m. New York time it is considered to be received on the following New York Business Day), subject to Sections 3.2(d) and 3.2(e) cause the Collateral Assets identified in such notice and held in or Credited to the Cedant Collateral Accounts to be released from the Cedant Collateral Accounts and transferred to the Pledgor.

(h) *Termination of Exclusive Control Period* Upon the occurrence of a Reinstatement Date with respect to an Exclusive Control Event with respect to which an Exclusive Control Event Notice has been delivered by the Secured Party, the Secured Party shall use commercially reasonable efforts to deliver to the Custodian a Termination of Exclusive Control Event Notice as soon as reasonably practicable. As soon as practicable (in accordance with customary procedures of the Custodian), after the receipt of a Termination of Exclusive Control Event Notice, the Custodian shall follow Joint Instructions until a subsequent Exclusive Control Event Notice is delivered by the Secured Party to the Custodian.

4.2 *Remedies During Exclusive Control Periods* During each Exclusive Control Period

(a) The Custodian shall comply only with entitlement orders, disposition instructions and other instructions (including all Written Instructions) originated by the Secured Party without further consent of the Pledgor, the Asset Manager or any other Person and shall not comply with any entitlement orders, disposition instructions or other instructions (including all Written Instructions) issued by the Pledgor, the Asset Manager or any other Person.

(b) The Secured Party may exercise, in respect of such portion of the Cedant Collateral, in addition to other rights and remedies provided for herein, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Cedant Collateral) or otherwise available to the Secured Party under other laws and in equity, including (A) require the Pledgor to, and the Pledgor hereby agrees that it will at its expense and upon the request of the Secured Party forthwith, assemble all or part of such portion of the Cedant Collateral as directed by the Secured Party and make it available to the Secured Party at a place and time designated by the Secured Party that is reasonably convenient to both parties, (B) without notice (except as specified below), sell such portion of the Cedant Collateral or any part thereof in one or more parcels at public or private sale(s), at any of the Secured Party's offices or elsewhere, for Cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable; and (C) exercise any and all rights and remedies of the Pledgor under, in connection with, or otherwise in respect of, such portion of the Cedant Collateral including the right to exercise Investment Power and Voting Power. Unless the Cedant Collateral is of a type customarily sold on a recognized market, the Secured Party shall give at least ten (10) days' prior notice of the time and place of any public sale of the Cedant Collateral or of the date after which any private sale or any other intended disposition is to be made. The Pledgor hereby acknowledges that ten (10) days' prior notice of such sale or sales shall be reasonable notice. The Secured Party shall not be obligated to make any sale of any Cedant Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement of the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. In addition, the Pledgor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder.

(c) Any Cash held by or on behalf of the Secured Party, and all Cash proceeds received by or on behalf of the Secured Party, in respect of any sale of, collection from or other realization upon all or any part of the Cedant Collateral pursuant to clause (b) above may, in the

discretion of the Secured Party, be held by the Secured Party as Cedant Collateral, or then or at any time thereafter applied in whole or in part by the Secured Party against all or any part of the Secured Obligations, in such order as the Secured Party may elect

(d) To the extent permitted by law, the Secured Party may, without notice to the Pledgor (except as required by law) and at any time or from time to time, charge, set off and otherwise apply (i) all or any Cash Collateral, or other funds held by the Secured Party as Cedant Collateral, against any part of the Secured Obligations and (ii) any obligation of the Secured Party to deliver the Cedant Collateral or assets Equivalent thereto or other obligations of the Secured Party under the Transaction Documents against the Secured Obligations

(e) To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Secured Party to (i) fail to incur expenses reasonably deemed significant by the Secured Party to prepare the Cedant Collateral for disposition, (ii) contact other persons, whether or not in the same business as the Pledgor, for expressions of interest in acquiring all or any portion of the Cedant Collateral, (iii) hire one or more professional auctioneers to assist in the disposition of the Cedant Collateral, whether or not the Cedant Collateral is of a specialized nature, (iv) dispose of the Cedant Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Cedant Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (v) purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of the Cedant Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of the Cedant Collateral, (vi) obtain the services of brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Cedant Collateral or (vii) instruct the Custodian to Deliver Securities Collateral to a securities account designated by the Secured Party with an aggregate Market Value (as of the immediately preceding Business Day) equal to the Specified Termination Payments (less any Cash Election Amount applicable to such Specified Termination Payment) The Pledgor acknowledges that the purpose of this Section 4 2(e) is to provide non-exhaustive indications of what actions or omissions by the Secured Party would not be commercially unreasonable in the Secured Party's exercise of remedies against the Cedant Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 4 2(e) Without limitation upon the foregoing, nothing contained in this Section 4 2(e) shall be construed to grant any rights to the Pledgor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 4 2(e)

(f) The Secured Party shall not be deemed to have waived any of its rights to or under the Cedant Collateral, the Secured Obligations, this Agreement, the other Transaction Documents or any agreement entered into pursuant to any of the foregoing, unless such waiver shall be in writing and signed by the Secured Party No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion All rights and remedies of the Secured Party to or under the Cedant Collateral, the Secured Obligations, this Agreement, the other Transaction Documents, any agreement entered

into pursuant to any of the foregoing, by law, equity or otherwise, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient

(g) The Pledgor shall pay to the Secured Party on demand amounts equal to any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights under or in respect of any of the Secured Obligations or any of the Cedant Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Secured Obligations or the Cedant Collateral shall, to the extent actually received in Cash, be applied to the payment of the Secured Obligations in such order or preference as the Secured Party may determine.

4.3 *Return of Cedant Collateral After Termination* Upon the payment in full in cash and performance in full of all the Secured Obligations, (i) the Pledgor and the Secured Party shall promptly execute and deliver Joint Instructions, in the form of an Agreement Termination Notice, to terminate this Agreement, (ii) the Secured Party's Lien on and control of the Cedant Collateral created by this Agreement shall automatically be released and terminated and (iii) the Custodian shall only follow instructions of the Pledgor and the Asset Manager permitted pursuant to the Account Agreements with respect to the Cedant Collateral Accounts and the Collateral Assets Credited thereto. Upon such Termination and the request of the Pledgor, the Secured Party shall authorize the Pledgor or its agent to terminate any financing statement and Companies House filing filed by Secured Party (in each case, if any) to perfect the Secured Party's security interest in the Cedant Collateral.

SECTION 5 DISPUTE RESOLUTION

5.1 *Disputes Relating to Cedant Collateral*

(a) If the Pledgor or the Secured Party reasonably disputes the eligibility, classification (for purposes of determining the applicable Valuation Percentage) or the Cedant Collateral Value of any Collateral Asset or the Market Value of any Collateral Asset or Cash to be Delivered (including the Delivery of any Prior Cedant Collateral, Substitute Cedant Collateral, Non-Eligible Collateral Assets, Cedant Collateral or Cash to be Delivered in satisfaction of any Specified Termination Payment) (the "**Disputed Collateral**"), it shall notify the other of the Disputed Collateral no later than the Dispute Date, and the Pledgor and the Secured Party will consult with each other in an attempt to resolve the dispute prior to the Resolution Time. In connection with such consultation where the Disputed Collateral consists of Corporate Bonds, each of the Pledgor and Secured Party may submit valuations provided by the Price Quotation Provider in accordance with Section 7.15 of this Agreement.

(b) If the Pledgor and the Secured Party fail to resolve any dispute with respect to the Cedant Collateral Value of the Disputed Collateral by the Resolution Time, then the Market Value of the Disputed Collateral will be recalculated as follows:

(i) with respect to any Disputed Collateral that is Securities Collateral

(A) the Valuation Agent will request Qualifying Bid Prices for such Securities Collateral from five (5) Approved Dealers,

(B) no later than 11 00 a.m. (London time) on the second Business Day following the Dispute Date, the Valuation Agent shall notify the Secured Party and the Pledgor of, and provide reasonable evidence with respect to, the Qualifying Bid Prices it has obtained,

(C) if less than two (2) Qualifying Bid Prices have been obtained, the Market Value of such Securities Collateral shall be determined to be the last published price of such Securities Collateral on Bloomberg, and

(D) if at least three (3) Qualifying Bid Prices (together, the “Qualifying Prices”) have been obtained in respect of the Securities Collateral, then (x) the highest and the lowest Qualifying Price shall be removed and (y) the Market Value of such Securities Collateral shall be the arithmetic mean of the remaining Qualifying Prices, and

(ii) with respect to any Disputed Collateral that is Cash, the Market Value thereof shall be the Base Currency Equivalent of the amount of such Cash

(c) The Cedant Collateral Value of the Disputed Collateral shall be determined by multiplying the Market Value of the Disputed Collateral (as determined in subsection (b) above) by the applicable Valuation Percentage

(d) If the Pledgor and the Secured Party fail to resolve any dispute with respect to the eligibility or classification (for purposes of determining the applicable Valuation Percentage) of the Disputed Collateral by the Resolution Time, then the eligibility or classification of such Disputed Collateral, as applicable, will be determined by the Collateral Expert as provided in the Reinsurance Agreement

5.2 *Recalculation of Disputed Amounts* Following a resolution of a dispute, the Valuation Agent shall recalculate the Cedant Collateral Value or Market Value, as applicable, on the basis of the determinations resulting from, and in accordance with the methodology set forth in, this Section 5 and will notify each party as soon as possible but in any event not later than the Notification Time on the Business Day following the Resolution Time. The Pledgor and the Secured Party will, promptly following such notice given by the Valuation Agent or a resolution pursuant to Section 5.1(b)(i), instruct the Custodian to make all appropriate transfers, if any

5.3 *Delivery Notwithstanding Dispute.* Notwithstanding any dispute relating to determinations made hereunder, Deliveries shall be made on the basis of the Valuation Agent’s original determination of the relevant Cedant Collateral Value unless and until the relevant amounts are recalculated pursuant to Section 5.2 or it is agreed that such determination was a manifest error

SECTION 6
REPRESENTATIONS AND WARRANTIES

6.1 *Representations, Warranties and Covenants of the Pledgor* The Pledgor represents, warrants and covenants to each of the other Parties that (i) its exact legal name is as indicated on the signature page hereof, (ii) it is an organization of the type, and is organized in the jurisdiction set forth in the Preamble hereto, (iii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation, (iv) (a) neither its chief executive office nor any of its principal places of business is located outside of England and Wales, (b) England and Wales does not generally require information concerning the existence of a non-possessory security interest in collateral to be made generally available in a filing, recording or registration system as a condition to or as a result of such security interest obtaining priority over the rights of a lien creditor with respect to that collateral as contemplated by UCC Section 9-307 and (c) with respect to UCC Section 9-307, the Pledgor is located in the District of Columbia, (v) it shall not change its name, type of organization, jurisdiction of organization or other legal structure without giving five (5) days prior written notice to the Secured Party, (vi) it is duly authorized to enter into this Agreement and consummate the transactions contemplated hereby, (vii) it has duly executed and delivered this Agreement, which constitutes the legal, valid and binding obligation of the Pledgor enforceable against the Pledgor in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion, (viii) the execution, delivery and performance of this Agreement by the Pledgor do not and will not result in a breach or violation of or cause a default under, the Pledgor's charter or bylaws (or other applicable organizational documents) or any provision of any agreement, Instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon the Pledgor or its assets; (ix) it is the legal or beneficial owner of the Cedant Collateral and has the rights and power to transfer rights in the Cedant Collateral granted or purported to be granted by it hereunder, free and clear of any Lien, claim, option or right of others, except for the security interest created under this Agreement and Permitted Liens, and the Pledgor shall defend the Cedant Collateral against all claims and demands of all persons at any time claiming the Cedant Collateral or any interests therein materially adverse to the Secured Party, (x) other than with respect to Permitted Liens, the Pledgor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Cedant Collateral, or any security interest, lien or other encumbrance in the Cedant Collateral in favor of any person, (xi) no effective financing statement or other instrument similar in effect covering all or any part of such Cedant Collateral or listing the Pledgor as debtor with respect to the Cedant Collateral is on file in any recording office other than for the benefit of the Secured Party; (xii) it will pay promptly when due all taxes, assessments, governmental charges and levies upon the Cedant Collateral or incurred in connection with the Cedant Collateral or incurred in connection with this Agreement, (xiii) it will continue to operate its business in material compliance with all applicable laws, (xiv) it will not sell or otherwise dispose or offer to sell or otherwise dispose of the Cedant Collateral or any interest therein; (xv) this Agreement creates in favor of the Secured Party a valid security interest in the Cedant Collateral, securing the payment of the Secured Obligations, (xvi) all filings and other actions necessary to perfect the security interest in the Cedant Collateral granted by the Pledgor have been duly made or taken or will be duly made or taken and such security interest is first priority (subject to Permitted Liens), (xvii) no authorization or approval or other action by,

and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (a) the grant by the Pledgor of the security interest granted hereunder or for the execution, delivery or performance of this Agreement by the Pledgor, (b) the perfection or maintenance of the security interest created under this Agreement (including the first-priority nature of such security interest), and (c) the exercise by the Secured Party of its rights provided for in this Agreement or the remedies in respect of the Cedant Collateral pursuant to this Agreement, (xviii) all Cedant Collateral in the form of a security or other financial asset Delivered to the Cedant Collateral Accounts is and will be fully paid and it will not instruct the Custodian to advance its funds in connection with the settlement of purchases and sales of financial assets for the Cedant Collateral Accounts; (xix) it will use commercially reasonable efforts to execute and deliver all Joint Instructions promptly upon receipt, (xx) it will not instruct the Custodian to advance the Custodian's funds in connection with the settlement of purchases and sales of financial assets for the Cedant Collateral Account, and (xxi) it will concurrently with the delivery to the Custodian of any Written Instructions effected unilaterally, deliver a copy of such Written Instructions to the Secured Party

6.2 *Representations, Warranties and Covenants of the Custodian* The Custodian represents, warrants and covenants to each of the other Parties that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby, (ii) it has duly executed and delivered this Agreement, which constitutes the legal, valid and binding obligation of the Custodian, enforceable against the Custodian in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion, (iii) the execution, delivery and performance of this Agreement by the Custodian does not and will not result in a breach or violation of, or cause a default under, the Custodian's charter or bylaws (or other applicable charter instruments) or any provision of any Instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon the Custodian or its assets, (iv) it is a "bank" (within the meaning of UCC Section 9-102(a)(8) with respect to the Deposit Accounts and it is a "securities intermediary" (within the meaning of UCC Section 8-102(a)(14); (v) each Deposit Account is a "deposit account" within the meaning of UCC Section 9-102(a)(29), (vi) the Pledgor is the only customer (within the meaning of UCC Section 4-104(1)(e)) of the Custodian with respect to the Deposit Accounts, (vii) each Securities Account is a "securities account" within the meaning of UCC Section 8-501(a), (viii) the Pledgor is the only "entitlement holder" (within the meaning of UCC Section 8-102(a)(7)) of the Securities Accounts and the "financial assets" (within the meaning of UCC 8-102(9)) from time to time Credited to or deposited in the Securities Accounts, (ix) it is acting under this Agreement as depositary bank with respect to the Deposit Account and any Cash and proceeds thereof Credited to the Deposit Account and that it is acting as securities intermediary with respect to the Securities Accounts and any financial assets and proceeds thereof Credited to the Securities Account and securities entitlements with respect thereto, (x) regardless of any provision in any other agreement (including the Account Agreements and any document governing any Securities Collateral) or the location of any securities account or deposit account or sub account thereof established and maintained by the Custodian in connection with the Cedant Collateral Accounts, for the purposes of the UCC, the State of New York shall be deemed to be the Custodian's jurisdiction with respect to the Cedant Collateral Accounts and any financial asset and/or Cash Credited thereto, (xi) it will not close or permit the Cedant Collateral Accounts to be closed without the written consent of the Secured Party, (xii) it will segregate on its books and records,

all Collateral Assets from its own property and property owned by its other customers and shall segregate on its books and records, all Collateral Assets Delivered to be held in the Restricted Collateral Accounts from all Collateral Assets Delivered to be held in the Unrestricted Collateral Accounts, (xii) except as may be otherwise specifically provided in this Agreement with respect to Credit Notices and Reposting Dispute Notices, it will not follow any Written Instructions from the Pledgor unless such Written Instructions constitute Joint Instructions, and (xiii) it will not permit the Cedant Collateral Accounts to be subject to any Liens other than Permitted Liens and Liens for the benefit of the Secured Party.

6.3 *Representations, Warranties and Covenants of the Secured Party* The Secured Party represents, warrants and covenants to each of the other Parties that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby, (ii) it has duly executed and delivered this Agreement, which constitutes the legal, valid and binding obligation of the Secured Party, enforceable against the Secured Party in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion, (iii) the execution, delivery and performance of this Agreement by the Secured Party does not and will not result in a breach or violation of, or cause a default under, the Secured Party's charter or by-laws (or other applicable charter instruments) or any provision of any instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon the Secured Party or its assets, (iv) it will not instruct the Custodian to advance its funds in connection with the settlement of purchases and sales of financial assets for the Cedant Collateral Accounts, (v) subject to Section 5, it will use commercially reasonable efforts to execute and deliver all Joint Instructions promptly upon receipt to the extent it shall be unreasonable for the Secured Party to withhold or delay such consent and (vi) it will concurrently with the delivery to the Custodian of any Written Instructions effected unilaterally, deliver a copy of such Written Instructions to the Pledgor

6.4 *Representations and Warranties of the Valuation Agent* The Valuation Agent represents and warrants to each of the other Parties that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby, (ii) it has duly executed and delivered this Agreement, which constitutes the legal, valid and binding obligation of the Valuation Agent, enforceable against the Valuation Agent in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion, (iii) the execution, delivery and performance of this Agreement by the Valuation Agent does not and will not result in a breach or violation of, or cause a default under, the Valuation Agent's charter or by-laws (or other applicable charter instruments) or any provision of any instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon the Valuation Agent or its assets, and (iv) all calculations, valuations, determinations and Valuation Reports shall be made in good faith and in a commercially reasonable manner

SECTION 7

THE CUSTODIAN, THE VALUATION AGENT, PRICE QUOTATION PROVIDERS, MANAGEMENT OF COLLATERAL ASSETS

7.1 *Liability of the Custodian* The Custodian will not be liable for any damage, loss, costs or expenses whatsoever to or incurred by the Secured Party, the Pledgor or any other Person at any time for any action taken, or for refraining from the taking of any action, in good faith pursuant to this Agreement, unless caused by the Custodian's negligence, willful misconduct or bad faith

7.2 *Custodian's Obligations as to Cedant Collateral* Without limiting the generality of the foregoing, the Custodian shall not be under any obligation to inquire into, and shall not be liable for, the title, validity or genuineness of the issue of any Cedant Collateral, the legality of the purchase or sale thereof or the propriety of the amount paid or received therefor, or the due authority of any Authorized Person to act on behalf of the Secured Party or the Pledgor with respect to any Cedant Collateral held in the Cedant Collateral Accounts. The Custodian shall not be under any duty or obligation to ascertain whether any Cedant Collateral at any time Delivered to or held by the Custodian hereunder is such as properly may be held by the Pledgor or the Secured Party or any Persons for which either acts (if any). The Custodian shall at no time have any responsibility whatsoever to determine the value of any Cedant Collateral or whether any Cedant Collateral is, or ensure whether any Cedant Collateral continues to be, an Eligible Investment. The Custodian is entitled to conclusively assume that Cedant Collateral Credited to the Cedant Collateral Accounts is an Eligible Investment until such time that the Custodian is provided with Written Instructions to withdraw or substitute any Non-Eligible Collateral Asset. The Custodian may consult with, and shall be fully protected in relying on the advice of, counsel in interpreting its obligations under this Agreement and acting in accordance with such advice with respect to the matter consulted, as long as such counsel is of nationally recognized standing. The Custodian shall not be required to risk or expend its own funds in performing its obligations hereunder, exclusive of usual and customary expenses or internal overhead expenses incurred in the normal course of administering this Agreement.

7.3 *Custodian's Responsibility* The Custodian shall not be liable for any Cedant Collateral received by it on behalf of the Secured Party until such Cedant Collateral is received and accepted by the Custodian for Credit to the designated Cedant Collateral Account in accordance with UCC Section 8-501(b)(2), *provided* that the Custodian agrees to promptly Credit all Cedant Collateral Delivered to it for Credit to the Cedant Collateral Accounts to the designated Cedant Collateral Account. The Custodian shall not have any liability whatsoever for the action or inaction of any Clearing Corporation, depository or any issuer of securities. Unless applicable law otherwise requires, the Custodian shall hold the Securities Collateral and the Cash Collateral indirectly through a Subcustodian only if (i) the Eligibility Criteria are amended to include as Eligible Investments assets that require the engagement by the Custodian of a Subcustodian, (ii) the Custodian delivers a report to the Pledgor and the Secured Party that indicates the engagement of the Subcustodian, (iii) the Securities Collateral and the Cash Collateral is not subject to any right, charge, security interest, lien or claim of any kind in favor of such Subcustodian or its creditors, including a receiver or trustee in bankruptcy or similar authority, except for a claim of payment for the safe custody or administration of the Securities Collateral and the Cash Collateral or for funds advanced on behalf of Custodian by such

Subcustodian, and (iv) beneficial ownership of the Securities Collateral is freely transferable without the payment of money or value other than for safe custody or administration. The Custodian shall identify on its books and records the Securities Collateral and Cash Collateral belonging to Pledgor and pledged to the Secured Party, whether held directly or indirectly through a Clearing Corporation or Subcustodians. The responsibility of the Custodian with respect to any assets or income held by a Non-Affiliated Subcustodian is limited to the failure on the part of the Custodian to exercise reasonable care in the selection or retention of such Non-Affiliated Subcustodian in light of prevailing laws, settlement and securities handling practices, procedures and controls in the relevant market. With respect to any losses incurred by the Pledgor or the Secured Party as a result of the acts or the failure to act by any Non-Affiliated Subcustodian, the Custodian shall take appropriate action to recover such losses from such Non-Affiliated Subcustodian, and the sole responsibility and liability of the Custodian to the Pledgor or the Secured Party with respect thereto shall be limited to amounts so received from such Non-Affiliated Subcustodian (exclusive of related costs and expenses incurred by the Custodian), except to the extent such losses result from the failure of the Custodian to exercise reasonable care in the selection or retention of such Non-Affiliated Subcustodian in light of prevailing laws, settlement and securities handling practices, procedures and controls in the relevant market. In no event shall the Custodian be liable for (i) losses resulting from nationalization, expropriation or other governmental actions, regulations, exchange or currency controls or devaluations or (ii) losses resulting from market conditions affecting transfers or executions of transactions, in the case of any such losses covered in this clause (ii) to the extent any such losses result from an occurrence beyond the control of the Custodian, its Subcustodians and entities to which it has delegated its duties hereunder. Notwithstanding the representations of the Pledgor and the Secured Party not to instruct the Custodian to advance its own funds in connection with the settlement of purchases and sales of financial assets, it is understood and agreed that if the Custodian is specifically instructed hereunder to settle transactions on a delivery versus payment or receive versus payment basis, it will do so and the Custodian, may in its discretion, advance funds in order to facilitate the settlement of such transactions.

7.4 *Compensation and Waiver of Setoff Rights and Liens* The Custodian shall be entitled to receive, and the Pledgor agrees to pay the Custodian as provided in Section 7.13 or as may otherwise be agreed upon from time to time between the Custodian and the Pledgor. The Custodian shall be entitled to receive, and the Pledgor agrees to pay the Custodian, all amounts payable by the Custodian with respect to amounts debited from the Custodian's account at The Depository Trust Company or otherwise in connection with Eligible Investments previously held in the Cedant Collateral Accounts.

7.5 *Reliance on Instructions* The Custodian shall be entitled to rely, without further investigation, upon any certificate or Written Instruction, including as contemplated by the form of notices set forth in the Exhibits to this Agreement, and otherwise upon any certifications or Written Instructions, including any certifications contained therein, received by it from any Authorized Person that are not contrary to this Agreement. The Custodian shall not incur any liability to anyone resulting from actions taken by such Custodian in reliance in good faith on such instructions. The Custodian shall not incur any liability in executing such instructions (i) from any attorney-in-fact before receipt by the Custodian of written notice of the revocation of the written authority of such attorney-in-fact or (ii) from any Authorized Person of the Pledgor or the Secured Party before receipt by the Custodian of an updated list of Authorized Persons,

provided, however, that nothing contained herein shall require the Custodian to halt or reverse a transaction initiated prior to its receipt of such notice of the revocation of authority The Pledgor and the Secured Party agree that the fact that contrary Written Instructions are received by the Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by the Custodian The Pledgor agrees that upon the occurrence of an Exclusive Control Event and the delivery of an Exclusive Control Event Notice, the Pledgor and the Asset Manager shall have no right to issue any Written Instruction with respect to the Cedant Collateral Except as may be otherwise specifically provided herein with respect to Credit Notices, the Custodian agrees that in no event shall it follow Written Instructions or other instructions from the Pledgor unless such Written Instructions constitute Joint Instructions

7.6 *Notices to the Custodian*

(a) Except as specifically provided in subsection (b) below, all notices or instructions delivered to the Custodian shall be in writing and shall be addressed to the Custodian as provided in Section 8.11(d) Any instruction required or permitted to be given to the Custodian hereunder may be given by email, via SWIFT message, facsimile transmission, or by any other method or system agreed to by the parties hereto as available for use in connection with the services hereunder or in the form required by the applicable provision of this Agreement

(b) All Substitution Notices shall be delivered as an attachment to an e-mail delivered to the e-mail address specified by the Custodian in writing from time to time To the extent that e-mail is not available for any reason, all such notices shall be sufficiently given if sent by facsimile to the number specified by the Custodian in writing from time to time with an original to follow sent to the address specified by the Custodian for such purpose (or at such other place as Custodian may from time to time designate in writing) All other notices required or permitted to be given hereunder, including any Exclusive Control Event Notice, Termination of Exclusive Control Event Notice, Termination Withdrawal Notice, Partial Termination Withdrawal Notice, Non-Fault Termination Event Notice, Termination of Non-Fault Event Notice, Withdrawal Notice, Credit Notice, Transfer Notice, Rehypothecation Notice, Secured Party Reposting Notice and Resolution Notice shall be sent by facsimile to the number specified by the Custodian in writing from time to time with an original to follow sent to the address specified by the Custodian for such purpose (or at such other place as Custodian may from time to time designate in writing) Notices to the Custodian when given by e-mail shall be deemed to be given when time-stamped as having been received by the Custodian's e-mail server Notices to the Custodian when given other than by e-mail shall be deemed to be given when actually received by the officer or employee of the Custodian responsible for administering the Cedant Collateral Accounts in the Custodian's Asset Servicing Department or any person acting as a backup, substitute or subordinate to such officer or employee It is understood and agreed that the fact that such original document is not received by Custodian shall in no way affect the validity or enforceability of such notice received by facsimile and the actions taken or omitted by Custodian in furtherance of such notice

7.7 *Access to Books and Records.* The Pledgor and the Secured Party, or their authorized representatives, shall have access to the books and records maintained by the Custodian with respect to the Cedant Collateral during the normal business hours of the

Custodian, *provided* that written notice as to the day and time of such access is sent to the Custodian at least five (5) New York Business Days beforehand. Upon the reasonable request of the Pledgor or the Secured Party, copies of any such books and records shall be provided by the Custodian to the Pledgor or the Secured Party, or their authorized representatives, as the case may be, at the expense of the requesting party.

7.8 *No Liability for Consequential Damages* Notwithstanding anything herein to the contrary, in no event shall the Custodian be liable under or in connection with this Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including lost profits, whether or not foreseeable, even if such Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

7.9 *Circumstances Beyond Control* The Custodian shall not be responsible or liable for any reasonable failure or delay in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond the Custodian's control, including (to the extent beyond its control), acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots or disruption of communications services, labor disputes, acts of civil or military authority or governmental actions.

7.10 *No Implied Duties or Responsibilities* The Custodian shall have no duties or responsibilities except such duties and responsibilities as are specifically set forth herein and in the Account Agreements, and no covenant or obligation shall be implied hereunder against the Custodian.

7.11 *Compliance with Transaction Documents* The Custodian has not reviewed and shall not be charged with knowledge of any Transaction Document other than this Agreement, the Reinsurer Security Agreement, the Investment Guidelines Agreement and the Authorization Letters. The Custodian may conclusively presume that (i) all representations and certifications are accurate and correct and comply with the other Transaction Documents and (ii) all directions and instructions it receives, including those with respect to any Cedant Collateral are in accordance with the other Transaction Documents.

7.12 *Resignation or Removal, Termination*

(a) Subject to the further provisions of this Section 7.12, the Custodian may resign at any time as custodian, securities intermediary and depositary bank hereunder by delivery to the Secured Party and the Pledgor of not less than ninety (90) days' prior written notice of resignation. Except during an Exclusive Control Period, upon any material breach of the Custodian's duties hereunder, the Pledgor, with the consent of the Secured Party, or the Secured Party, with the consent of the Pledgor, may, on ninety (90) days' prior written notice to the Custodian and the other Party, remove the Custodian from its position as custodian, securities intermediary and depositary bank hereunder. Upon any such resignation or removal, the Pledgor, with the consent of the Secured Party, or the Secured Party, with the consent of the Pledgor, shall appoint a successor custodian, securities intermediary and depositary bank, which appointee, upon its agreement to comply with the terms hereof, shall be accepted and appointed as successor. Until such time as a successor is appointed and shall have agreed to serve as successor custodian, securities intermediary and depositary bank hereunder (the "Successor

Custodian”), the Custodian shall continue to serve as Custodian hereunder and shall continue to be subject to the provisions hereof. If no Successor Custodian is appointed within thirty (30) days of receipt of a written notice of resignation, then the Custodian may petition any court of competent jurisdiction for the appointment of a Successor Custodian. Upon the acceptance of the appointment by a Successor Custodian (and the transfer to the Successor Custodian of all Cedant Collateral in the Cedant Collateral Accounts), the Successor Custodian shall become vested with all the rights, powers, and privileges hereunder, and shall be bound by the duties and obligations of the Custodian under this Agreement and the resigning or removed Custodian shall be discharged from any future duties and obligations hereunder in its capacity as Custodian, except that such resigning or removed Custodian shall continue, after such resignation or removal, to be entitled to the benefits of the indemnity provided in Section 7.13 for the period for which it served as Custodian.

(b) Upon acceptance by a qualified Successor Custodian of its appointment hereunder, the predecessor Custodian shall cause to be Delivered to such Successor Custodian, all Cedant Collateral in its possession or under its control, as the case may be, and the Successor Custodian shall Credit such Cedant Collateral into two (2) collateral accounts as instructed, each established as a segregated account with a securities account component and a deposit account component, designated as described herein and subject to the other provisions hereof.

(c) The Pledgor and the Secured Party expressly agree and acknowledge that the Custodian is not guaranteeing performance of or assuming any liability for the obligations of the Pledgor or the Secured Party hereunder, nor is it assuming any credit risk associated with transactions hereunder, which liabilities and risks are solely the responsibility of the Pledgor and the Secured Party, further, it is expressly agreed that the Custodian is not undertaking to make credit available to the Secured Party or the Pledgor to enable either of them to complete transactions hereunder.

(d) Except for the indemnities provided herein, this Agreement shall terminate upon the Pledgor and the Secured Party providing joint written notice of such Termination to the Custodian.

(e) The Custodian shall be entitled to assume that no Exclusive Control Period exists until and unless it has received an Exclusive Control Event Notice, and, upon such receipt, the Custodian shall be entitled to assume that such Exclusive Control Period has not terminated until and unless it has received an Exclusive Control Event Notice with respect thereto.

7.13 Fees and Indemnification

(a) *Fees Payable and Indemnification by the Pledgor* The Pledgor shall on behalf of the Secured Party, pay the Custodian, as compensation, a fee as agreed upon in writing between the Pledgor and the Custodian. The Pledgor shall pay or reimburse the Custodian (i) the reasonable, documented and foreseeable expenses and disbursements incurred by the Custodian in connection with the performance of its duties hereunder (including reasonable attorney’s fees and expenses), *provided, however*, that such expenses and disbursements (which will not include the Custodian’s fees set forth in the Fee Letter Agreement) will not exceed

twenty thousand USD (US\$20,000) in the aggregate over the full term of this Agreement, unless the Pledgor and the Custodian agree in writing to a higher amount), and (ii) the reasonable and documented unforeseeable expenses (it being understood that any costs or expenses in connection with any additional duty performed by the Custodian not expressly provided for herein, or any amendment, modification or supplement hereto, shall be unforeseeable expenses) incurred by the Custodian from time to time in connection with the performance of its duties hereunder, which shall include legal and other services to be communicated to the Pledgor and shall be based on reasonable fees for such services (such expenses and disbursements covered in clauses (i) and (ii), the "**Covered Expenses**"), except any such Covered Expenses as may arise from the Custodian's negligence, bad faith or willful misconduct. Except as provided in Section 7 13(b), the Pledgor hereby indemnifies the Custodian for, and holds it harmless against, any losses, liabilities, costs or expenses (including reasonable attorney's fees and expenses but excluding the Covered Expenses) (the "**Losses**") howsoever arising in connection herewith or the Custodian's performance of its obligations in accordance with the provisions hereof, including any loss, liability, costs or expenses arising out of or in connection with the status of the Custodian and its nominee as the holder of record of the assets held in the Cedant Collateral Accounts, *provided, however*, that this indemnification shall not apply to the extent such Losses are caused by the Custodian's own negligence, bad faith or willful misconduct. The foregoing indemnities shall survive the resignation or discharge of the Custodian or the Termination.

(b) *Indemnification by the Secured Party* The Secured Party hereby indemnifies the Custodian for, and holds it harmless against, any loss, liability, costs or expenses (including reasonable attorney's fees and expenses) arising in connection herewith or the Custodian's performance of its obligations in accordance herewith to the extent relating to any action, inaction, instruction or direction by or on behalf of the Secured Party, including any loss, liability, cost or expense arising out of or in connection with the status of the Custodian and its nominee as the holder of record of the Cedant Collateral, *provided, however*, that the indemnification pursuant to this Section 7 13(b) shall not apply to the extent such losses, liabilities, costs or expenses are caused by the Custodian's own negligence, bad faith or willful misconduct. The foregoing indemnities are for the period in which the Custodian serves as Custodian hereunder, and shall survive the resignation or discharge of the Custodian or the Termination.

(c) *Second Priority Security Interest* Subject and subordinated to the security interest, Lien and right of setoff granted by the Pledgor to the Secured Party pursuant to Section 3 1, the Pledgor and the Secured Party hereby grant the Custodian a Lien, right of set off and security interest in the funds in the Cedant Collateral Accounts for the payment of any claim for compensation, reimbursement or indemnity hereunder. Other than in respect of any security interest granted in favor of the Custodian pursuant to Section 7 14, the Custodian (i) subordinates any security interest, Lien or other encumbrance it may have on the Cedant Collateral by law, equity or otherwise to the Secured Party's security interest in the Cedant Collateral and (ii) will not exercise any right of recoupment, setoff or debit against the Cedant Collateral until the Termination.

7 14 *Sufficient Funds* Notwithstanding any provision of this Agreement to the contrary, (i) the Custodian shall not make any payment with respect to Eligible Investments until sufficient immediately available and unencumbered funds are actually received by the Custodian

with respect thereto and (ii) to the extent the Custodian advances funds in connection with the settlement of purchases and sales of financial assets for the Cedant Collateral Accounts, the Custodian shall have a first-priority security interest in the financial assets that are the subject of such purchase or sale and all the rights and remedies of a secured party under the UCC with respect to such assets until the Custodian has been repaid the amount of such advance plus reasonable interest thereon, *provided, however*, that the security interest of the Custodian in such financial assets pursuant to this Section 7.14 shall be released upon repayment of such advance by or on behalf of the Pledgor to the Custodian. The Custodian shall promptly notify the Pledgor and the Secured Party whenever any of its funds are advanced as described in this Section 7.14 by reflecting such advance in information posted online and accessible by the Pledgor and the Secured Party. To the extent the Custodian in its discretion Credits proceeds of a sale or other disposition of income or principal to the Cedant Collateral Accounts before its actual receipt of the same, such Crediting shall be provisional and revocable.

7.15 *Valuation Reports and the Duties of the Valuation Agent and Price Quotation Provider*

(a) *Appointment and Replacement of the Price Quotation Provider* At all times when any asset held in the Cedant Collateral Accounts constitutes a Corporate Bond, the Secured Party shall cause there to be retained one or more Persons to act as Price Quotation Provider hereunder for the purpose of providing valuations of Corporate Bonds in connection with Disputed Collateral, calculations relating to Specified Termination Payments and as otherwise may be required by the Parties, subject to the following:

(i) The Secured Party shall select only one (1) Price Quotation Provider for Corporate Bonds, *provided, however*, that the same Price Quotation Provider may be selected for more than one (1) of such asset types.

(ii) The Market Value of each Corporate Bond provided by the applicable Price Quotation Provider shall be derived from the same standards and methods that such Price Quotation Provider generally uses for other clients that have contracted for similar valuation services, and the Secured Party shall provide reasonable evidence to the Valuation Agent to such effect.

(iii) If the Secured Party disputes the Market Value of any Corporate Bond provided by the Valuation Agent, then the Secured Party shall cause the applicable Price Quotation Provider to provide updated Market Values for each Corporate Bond on each Business Day when such Market Value is so disputed.

(iv) Whenever necessary pursuant to the terms hereof, the Secured Party shall either (x) cause the Price Quotation Provider to deliver the Market Values of Corporate Bonds directly to the Valuation Agent (via electronic or other reasonable means of written communication), or (y) provide the Valuation Agent with evidence reasonably satisfactory to the Valuation Agent that such Market Values were provided by the relevant Price Quotation Provider and are as of the applicable Business Day.

(v) The Secured Party shall ensure that, at all times, the Valuation Agent has reasonable access to each Price Quotation Provider for purposes of understanding valuation methodologies for the Corporate Bonds and other items relevant to the purposes of the Reinsurance Agreement.

(vi) The Secured Party shall instruct the Price Quotation Provider to comply with all instructions to such Price Quotation Provider provided in accordance herewith and the Reinsurance Agreement

(b) *Compensation of the Price Quotation Provider* All compensation of each Price Quotation Provider (including any indemnification of such Price Quotation Provider) in connection with its services hereunder as "Price Quotation Provider" shall be the responsibility of the Secured Party. The Secured Party shall have the responsibility to enter into the relevant agreement(s) with each Price Quotation Provider, and the Valuation Agent need not be a party to, and shall in no event have any liability for any obligations under, any such agreement

(c) *Preparation and Delivery of Valuation Reports* The Valuation Agent shall, as promptly as practicable on each Collateral Review Date, deliver, to the Pledgor and the Secured Party, a Valuation Report. Each Valuation Report shall be dated as of the day such Valuation Report is delivered pursuant hereto. The Valuation Agent shall be responsible for determining the Market Value of each Collateral Asset in accordance with the terms hereof

(d) *Valuation Agent* The Valuation Agent will discharge its obligations as Valuation Agent hereunder in good faith, in a timely fashion and in a manner that is consistent with all prior resolutions of disputes (or agreements between or among the Pledgor, the Secured Party and the Valuation Agent) relating to any Valuation Report or other matter relating to the Valuation Agent's obligations and performance hereunder in its capacity as Valuation Agent

(e) *Compensation of Valuation Agent* Notwithstanding anything to the contrary herein or in any other Transaction Document, the Valuation Agent shall not receive any compensation for any services it provides in its capacity as Valuation Agent, except as provided in clause (ii) of Section 7.15(f) with respect to any successor Valuation Agent

(f) *Removal of the Valuation Agent.* The Secured Party may relieve the initial Valuation Agent of its duties hereunder for cause, in which case (i) the Pledgor and the Secured Party shall cooperate in good faith to retain a third party to act as Valuation Agent hereunder, (ii) the Pledgor shall bear the responsibility of compensating each successor Valuation Agent, and (iii) thereafter, a successor Valuation Agent may be removed only at the joint election of the Pledgor and the Secured Party, after which the Pledgor and the Secured Party shall cooperate in good faith to retain a third party to act as successor Valuation Agent hereunder and the compensation of such successor hereunder shall be borne fifty percent (50%) by the Pledgor and fifty percent (50%) by the Secured Party. As used in this Section 7.15(f), "cause" means gross negligence, bad faith or willful misconduct by the Valuation Agent

7.16 *Management of Collateral Assets* All Collateral Assets Credited to the Cedant Collateral Accounts from time to time will be managed in accordance with the terms set forth in Exhibit K to this Agreement, *provided however*, during an Exclusive Control Period the

Custodian shall not comply with any instructions from the Pledgor or the Asset Manager and shall comply only with instructions originated by the Secured Party without further consent by the Pledgor, the Asset Manager or any other Person

SECTION 8 MISCELLANEOUS

8.1 *No Waiver, Cumulative Remedies* No failure or delay on the part of the Secured Party, the Pledgor or the Custodian in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other exercise of that or any other right or remedy. The rights and remedies of the Secured Party, the Pledgor and the Custodian hereunder are cumulative and are not exclusive of any rights or remedies provided by law or equity or in any other contract between such parties. None of the terms or provisions hereof may be waived, modified or amended, except in writing duly signed by the Secured Party, the Pledgor and the Custodian.

8.2 *Survival* All warranties, representations and indemnities made by the Secured Party, the Pledgor, the Custodian or the Valuation Agent, as the case may be, herein or in any of the instruments or documents delivered pursuant hereto shall, regardless of any investigation, be considered to have been relied upon by the other Parties and shall survive the delivery of such instruments and documents and the execution hereof.

8.3 *Successors and Assigns* This Agreement and all obligations and rights arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and beneficiaries. Notwithstanding the foregoing, this Agreement, and the obligations and rights arising out of this Agreement or any part hereof, shall not be further sold, pledged or assigned or otherwise transferred by the Secured Party, the Pledgor, the Custodian or the Valuation Agent without the prior written consent of all of the other Parties hereto, and any such attempted sale, pledge, assignment or transfer shall be void ab initio.

8.4 *Applicable Law, Jurisdiction, Waiver of Jury Trial*

(a) This Agreement shall be subject to and governed by the laws of the State of New York, without regard to conflict of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law or any successor to such statute). Furthermore, with respect to the Cedant Collateral Accounts and all Securities Collateral and Cash Collateral wherever located, the parties agree that regardless of any provision in any other document or agreement (including the Account Agreements), for the purposes of the UCC, the State of New York shall be deemed to be (i) the "bank's jurisdiction" within the meaning of UCC Section 9-304(b) of the Custodian in its capacity as the depository bank, and (ii) the "securities intermediary's jurisdiction" within the meaning of UCC Section 8-110(e) of the Custodian in its capacity as the securities intermediary. This provision supersedes any contrary provision in all documents or agreements relating to (i) the establishment or opening of the Cedant Collateral Accounts (the "**Account Agreements**") and (ii) the Securities Collateral.

(b) No demand, claim, counterclaim or dispute of any kind or nature whatsoever, whether at law or at equity, and whether seeking monetary damages or compulsory

action or inaction, arising out of or in any way relating hereto (collectively, a “Demand”) may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters, and the Parties each consent to the jurisdiction of such courts and personal service with respect thereto. Each Party hereby covenants not to seek redress for a Demand in any other judicial forum, except (x) in connection with claims asserted in any Insolvency Proceeding; (y) as necessary to foreclose on any collateral assets held outside of such jurisdiction, or (z) pursuant to a direction from a court in such jurisdiction to seek redress for a Demand in a judicial forum outside of such jurisdiction. Each Party agrees to comply with all requirements necessary to give such courts such jurisdiction.

(c) The Pledgor hereby appoints Corporation Service Company, at its offices at 1180 Avenue of the Americas, Suite 210, New York, New York 10036, as its authorized agent for service of process with respect to any Demand, such appointment to remain effective until such time, if any, as the Pledgor exercises its rights pursuant to the immediately succeeding proviso, *provided, however*, that the Pledgor shall have the right, exercisable at any time and at the Pledgor’s discretion, to irrevocably appoint a new agent within the State of New York as its authorized agent for service of process with respect to any Demand by written notice to the other Parties identifying such agent and its office, including the address thereof. The Pledgor also agrees that service of process mailed by first-class mail to the Pledgor in accordance with Section 8.11 shall be deemed in every respect effective service of process in any Demand. Nothing herein shall affect the right to serve process in any other manner permitted by law.

(d) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. Except as prohibited by law, the Pledgor and the Secured Party each waives any right that it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Pledgor and the Secured Party each (i) certifies that (x) neither the Secured Party nor any representative, agent or attorney of the Secured Party, (y) neither the Pledgor nor any representative, agent or attorney of the Pledgor, as applicable has represented, expressly or otherwise, that the Secured Party or the Pledgor, as the case may be, would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into this Agreement and the other Transaction Documents, the Secured Party or the Pledgor, as the case may be, is relying upon, among other things, the waivers and certifications contained in this Section 8.4.

(e) The Pledgor and the Secured Party hereby each acknowledges that the Custodian is subject to federal laws, including its Customer Identification Program (“CIP”) requirements under the Patriot Act and its implementing regulations, pursuant to which the Custodian must obtain, verify and record information that allows the Custodian to identify the Pledgor and the Secured Party. Accordingly, before opening the Cedant Collateral Accounts, the Custodian will ask the Pledgor and/or the Secured Party to provide certain information, including the Pledgor’s and/or the Secured Party’s name, physical address, tax identification number and

other information that will help the Custodian identify and verify the Pledgor's and/or the Secured Party's identity, such as organizational documents, certificate of good standing, license to do business or other pertinent identifying information. The Pledgor and the Secured Party agree that the Custodian cannot open the Cedant Collateral Accounts unless and until the Custodian verifies the Pledgor's and the Secured Party's identity in accordance with its CIP. The Secured Party is not responsible for providing to the Custodian documents relating to the Pledgor.

8.5 Severability of Provisions If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, and the rights or obligations of the Pledgor or the Secured Party hereunder will not be materially and adversely affected thereby, then such illegality, invalidity or unenforceability shall not affect or impair

(a) the legality, validity or enforceability of any other provision of this Agreement in that jurisdiction, or

(b) the legality, validity or enforceability of that or any other provision of this Agreement under the law of any other jurisdiction

The Parties agree to attempt in good faith to reform such illegal, invalid or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

8.6 Counterparts This Agreement may be executed in any number of counterparts that together shall constitute a single instrument

8.7 Interpretation The headings of the sections and other subdivisions hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

8.8 Entire Agreement The Transaction Documents, the Investment Guidelines Agreement and the Authorization Letters constitute the entire agreement between the Secured Party and the Pledgor with respect to the subject matter hereof. This Agreement, the Reinsurer Security Agreement, the Authorization Letters and the Account Agreements constitute the entire agreement among the Secured Party, the Pledgor and the Custodian with respect to the subject matter hereof.

8.9 Conflict with Other Agreements No other agreement shall be used to interpret this Agreement, and this Agreement shall not be used to interpret any other agreement, except that, as between the Pledgor and the Secured Party, (i) relevant portions of the other Transaction Documents, the Investment Guidelines Agreement and the Authorization Letters may be used for interpretive purposes, and (ii) if any provision hereof (other than Section 2.5) conflicts with any provisions of the Reinsurance Agreement or other agreement executed by the Pledgor and the Secured Party after the Execution Date, the provisions of the Reinsurance Agreement or such agreement, as the case may be, shall control to the extent of such conflict. Without limitation of any remedies set forth in Section 4, in the event of any conflict between the provisions of Section 4 and any other provisions of this Agreement, the provisions of Section 4 shall prevail. As among all Parties, in the event of any conflict between the provisions of Section 2.5 and any

Transaction Document, Account Agreement or other agreement executed by the Pledgor, the Secured Party and or the Custodian prior to, on or after the Execution Date, the provisions of Section 2.5 shall prevail

8.10 *Amendments* This Agreement may be modified or otherwise amended, and the observance of any term of this Agreement may be waived, if such modification, amendment or waiver is in writing and signed by each of the parties hereto

8.11 *Notices* Subject to Section 7.6,

(a) Any notice under or in connection with this Agreement shall be in writing, in the English language, and may be delivered personally, emailed or sent by first class post, pre-paid recorded delivery (if within the United Kingdom) or sent by DHL or UPS or similar courier (if elsewhere) to the relevant email address(es), facsimile number(s) or address(es), as the case may be, of the other Party(ies) set forth in Section 8.11(d) (or to such other email address(es), facsimile number(s) or address(es) of which the sender shall have been duly notified in accordance with this Section 8.11(a)), *provided, that* each notice sent by post, recorded delivery or courier shall be sent using a method which guarantees delivery of such notice within forty eight (48) hours from dispatch and at any rate within the period specified in this Agreement for such notice to be served

(b) Any notice shall be deemed to have been duly given in the case of (i) personal delivery, when delivered, (ii) delivery by email, when time-stamped as having been received by the recipient's email server, (iii) delivery by facsimile, on the date it is delivered, and (iv) first class post, pre-paid recorded delivery (if within the United Kingdom) or sent by DHL or UPS or similar courier (if elsewhere), at 10.00 a.m. on the third (3rd) Business Day following the date of posting, *provided that* in each case where delivery occurs after 5.00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 10.00 a.m. on the following Business Day

(c) If any notice is given, or any other communication made by the Pledgor to the Custodian, a copy of each such notice or other communication will be simultaneously provided by the Pledgor to the Secured Party. If any notice is given, or any other communication made by the Secured Party to the Custodian, a copy of each such notice or other communication will be simultaneously provided by the Secured Party to the Pledgor. Each notice provided by the Pledgor under this Agreement shall include the applicable date and time and be addressed in chronological order, such that the earliest delivered notice shall be addressed by the Custodian before addressing any other outstanding notice. Proof of posting or dispatch of any notice shall be deemed to be proof of receipt (x) in the case of a hand delivery, on the Business Day after delivery and (y) in the case of email, courier or facsimile transmission, on the Business Day immediately following the date of dispatch

- (d) The details for notices are

The Pledgor

Legal & General Assurance Society Limited
Kathleen Pike
Structured Solutions Team Manager
Bulk Annuities and Longevity Insurance
Legal & General House
Kingswood, Tadworth, KT20 6EU
E-mail Annuities.reinsurance@landg.com

The Custodian

The Bank of New York Mellon
Asset Servicing Global Service Delivery
Attention Syracuse Prudential Team, or such other address or addresses
as the Custodian may designate in writing
111 Sanders Creek Parkway
East Syracuse, New York 13057,
E-mail syrpruteam@bnymellon.com
Fax 315-414-5028
Tel 315-414-3619

The Secured Party

For Monthly Documents

Prudential Retirement Insurance and Annuity Company
c/o Prudential Retirement
Attention Robert Loveless and Alan Shields
30 Scranton Office Park
Scranton, PA 18507-1755
Fax 1-732-482-6878
E-mail robert.loveless@prudential.com
alan.shields@prudential.com

For collateral matters

Prudential Retirement Insurance and Annuity Company
c/o Prudential Retirement
Attention PGIM Derivative Ops

Fax 973-367-8648
E-mail pimfiswaps@prudential.com

For mortality basis matters

Prudential Retirement Insurance and Annuity Company
c/o Prudential Retirement
Attention George Silos
655 Broad Street
15th Floor
Newark, NJ 07102
Fax 973-367-9986
E-mail george.silos@prudential.com

For other matters

Prudential Retirement Insurance and Annuity Company
c/o Prudential Retirement
Attention Nicholas Yevitz, Ed Swartz and Dennis Pante

Nicholas Yevitz
Relationship Manager
Prudential Retirement/Pension Risk Transfer
30 Scranton Office Park
Mail Stop 200
Scranton, PA 18507
Fax 877-418-2815
E-mail nicholas.yevitz@prudential.com

Ed Swartz
Relationship Manager
Prudential Retirement/Pension Risk Transfer
30 Scranton Office Park
Mail Stop 200
Scranton, PA 18507
Fax 570-341-6437
E-mail edward.swartz@prudential.com

Dennis Pante
655 Broad Street
15th Floor
Newark, NJ 07102
Fax (973) 367-8718
E-mail dennis.pante@prudential.com

The Valuation Agent

Legal & General Assurance Society Limited
Kathleen Pike
Structured Solutions Team Manager
Bulk Annuities and Longevity Insurance
Legal & General House
Kingswood, Tadworth, KT20 6EU
Email Annuities.reinsurance@landg.com

(e) Each Party may amend the contact information provided in Section 8.11(d) from time to time during the term of this Agreement, *provided that* such amendments are immediately notified to the other Parties in writing.

8 12 *Good Faith and Commercially Reasonable Manner* Performance of all obligations under this Agreement, including, but not limited to, all calculations, valuations and determinations made by all parties thereto (including the Valuation Agent), will be made in good faith and in a commercially reasonable manner

8 13 *Centralized Functions* The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the “**BNY Mellon Group**”) The BNY Mellon Group may centralize functions, including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the “**Centralized Functions**”) in one or more affiliates, subsidiaries and third-party service providers Solely in connection with the Centralized Functions, (i) the Pledgor and the Secured Party consent to the disclosure of, and authorize the Custodian to disclose, information regarding the Pledgor and the Secured Party and their accounts (“**Customer-Related Data**”) to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information, and (ii) the Custodian may store the names and business addresses of employees of the Pledgor and the Secured Party on the systems or in the records of the BNY Mellon Group or its service providers In addition, the BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, *provided that* the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with the Pledgor or the Secured Party The Pledgor and the Secured Party are authorized to consent to the foregoing and confirm that the disclosure to and storage by the BNY Mellon Group of such information does not violate any relevant data protection legislation In addition, Custodian may disclose Customer-Related Data as required by law or at the request of any governmental or regulatory authority

8 14 *Manifest Errors* Notwithstanding anything to the contrary contained in this Agreement, if following the date hereof, the Pledgor, the Secured Party, the Valuation Agent, the Custodian or all Parties jointly, identify an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement, then the Pledgor, the Secured Party, the Valuation Agent and the Custodian may be permitted to amend such provision by agreeing to substitute corrected pages in this Agreement or as otherwise mutually agreed

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor and Valuation Agent

By 

Name *DOMINIC CARPENTER*

Title *HEAD OF STRUCTURING*

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By. 

Name
Title

W. Lam McCloskey
ice President

THE BANK OF NEW YORK MELLON, *as Custodian,
Securities Intermediary and Depository Bank*

By 

Name:

Title:

Sharon O'Sullivan
Vice President

EXHIBIT A
TERMINATION OF EXCLUSIVE CONTROL EVENT NOTICE
(Reinstatement Date Notice)

Date _____

Time _____

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder, Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**") Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

Reference is hereby made to the Exclusive Control Event Notice dated [*Insert Date*], notifying the Custodian that an Exclusive Control Event has occurred The Secured Party hereby certifies to the Custodian that such Exclusive Control Event is no longer continuing

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

| | | |
|--|-------|--|
| | By | |
| | Name | |
| | Title | |

EXHIBIT B
CREDIT NOTICE

Date _____

Time _____

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder, and The Bank of New York Mellon, as custodian, securities intermediary and depository bank thereunder (the "**Custodian**") Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The Pledgor is hereby effecting a Credit of the Cedant Collateral pursuant to Section 3 2(a) of the Agreement

The Pledgor hereby represents and warrants that the transfer of Collateral Assets between the Unrestricted Collateral Account and the Restricted Collateral Account pursuant to Section 3 2(a) is not required and hereby instructs the Custodian to receive for Credit to the [Unrestricted Collateral Account] [Restricted Collateral Account] [*Identify Eligible Investment*]

The Pledgor hereby represents that after giving effect to such Credit, the sum of the Eligible Investments (determined by the Valuation Agent as of the most recent Collateral Review Date) is equal to or exceeds the Cedant Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) for the Restricted Collateral Account and the Unrestricted Collateral Account

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor and Valuation Agent

By _____
Name
Title

EXHIBIT C
REHYPOTHECATION NOTICE

Date _____

Time _____

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder, Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

The Secured Party is hereby exercising its rehypothecation right pursuant to Section 3.3(a) of the Agreement and, in connection therewith, identifies the following Collateral Asset(s) held in the Unrestricted Collateral Account to be rehypothecated, which Collateral Assets shall be the "Identified Rehypothecation Collateral Assets" for purposes thereof. [Identify Collateral Asset(s)]

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name
Title

EXHIBIT D
REPOSTING DISPUTE NOTICE

Date _____

Time _____

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

The Pledgor delivers this Reposting Dispute Notice to the Secured Party pursuant to Section 3.4(b) of the Agreement, and, hereby certifies that

(a) the Secured Party has caused the following asset to be Credited to the Cedant Collateral Accounts pursuant to the terms of the Agreement [*Identify asset*] (the "**Disputed Asset**"), and

(b) the Pledgor reasonably and in good faith believes that such Disputed Asset does not constitute either (x) the relevant Rehypothesized Collateral Asset or (y) an asset that is Equivalent to such Collateral Asset because [*describe reason(s) for Reposting Dispute*].

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor and Valuation Agent

By _____
Name
Title

EXHIBIT E
RESOLUTION NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The Pledgor and the Secured Party deliver this Resolution Notice pursuant to Section 3 4(b)(iii) of the Agreement, and, hereby certify that

(i) The Reposting Dispute described on the Reposting Dispute Notice dated [Insert Date] has been resolved on the following terms. [Describe terms], and

(ii) [the following assets are to be withdrawn from the Cedant Collateral Accounts pursuant to, and in accordance with the Withdrawal Notice and or Trade Ticket Delivered concurrently herewith and transferred to _____ Account No designated by [Secured Party] [Pledgor]] [the following assets are to be Delivered by the [Secured Party] [Pledgor] and Credited to the Cedant Collateral Accounts pursuant to, and in accordance with the Credit Notice and or Trade Ticket delivered concurrently herewith] [Identify assets][no assets are required to be withdrawn from or Credit to the Cedant Collateral Accounts in connection with the resolution of this Reposting Dispute].

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor and Valuation Agent

By. _____
Name _____
Title _____
Date _____
Time _____

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date: _____
Time _____

EXHIBIT F
SECURED PARTY REPOSTING NOTICE

Date _____

Time _____

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder, Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

The Secured Party hereby exercises its right pursuant to Section 3.3(c) of the Agreement to cause the following Rehypothesized Collateral Asset (or assets that are Equivalent to such Rehypothesized Collateral Asset) to be Credited to the Unrestricted Collateral Account [Identify Asset]

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By: _____
Name
Title

EXHIBIT G
SUBSTITUTION NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The Pledgor is hereby effecting a substitution of Cedant Collateral pursuant to Section 3 2(c) of the Agreement and is delivering herewith, and is hereby instructing the Custodian to cause to be Credited to the Cedant Collateral Accounts, the following Substitute Cedant Collateral [*Identify new collateral*]

The Pledgor hereby designates the following as the Prior Cedant Collateral [*Identify old collateral*]

Attached hereto is a copy of the Valuation Report dated as of the immediately preceding Business Day, indicating the Cedant Collateral Value of the Prior Cedant Collateral and the Substitute Cedant Collateral (The Cedant Collateral Value of a Non-Eligible Collateral Asset is zero)

The Pledgor hereby instructs the Custodian upon Credit of the Substitute Cedant Collateral to the [Restricted Collateral Account] [Unrestricted Collateral Account] to return to the Pledgor, the Prior Cedant Collateral

The Pledgor hereby represents that (i) an Exclusive Control Period is not in effect, (ii) the Substitute Cedant Collateral constitutes Eligible Investments, and (iii) after giving effect to such substitution, the sum of (a) the Cedant Collateral Value (determined by the Valuation Agent as of the most recent Collateral Review Date) of the non-substituted Eligible Investments, and (b) the Cedant Collateral Value of the Substitute Cedant Collateral (determined by the Valuation Agent as of the most recent Collateral Review Date) is equal to or exceeds the Cedant Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date)

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By _____
Name _____
Title _____
Date. _____
Time _____

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name
Title
Date _____
Time _____

EXHIBIT H-1
NON-FAULT TERMINATION EVENT NOTICE
(Termination Notice)

[The Default Termination Event or the delivery of this Termination Event Notice, as applicable, does not constitute an Exclusive Control Event]

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depository bank thereunder (the "**Custodian**") This certificate is a "Termination Event Notice" and is being delivered to the Custodian pursuant to Section 4.1 of the Agreement Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The undersigned, (i) the *[Insert position]* and a duly authorized officer of the Secured Party and (ii) the *[Insert position]* and a duly authorized officer of the Pledgor, do hereby certify, pursuant to Section 4.1 of the Agreement, as follows

- (a) There has occurred a Non-Fault Termination Event
- (b) The Termination Event Date is *[Insert date no more than ten (10) Business Days after the service of this Termination Event Notice]*

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date _____
Time _____

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By _____
Name _____
Title _____
Date _____
Time _____

EXHIBIT H-2
EXCLUSIVE CONTROL EVENT NOTICE
(Termination Notice)

Date _____

Time _____

[The Default Termination Event or the delivery of this Termination Event Notice, as applicable, constitutes an Exclusive Control Event, and this Termination Event Notice is being delivered during an Exclusive Control Period]

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depository bank thereunder (the "**Custodian**") This certificate is a "Termination Event Notice" and is being delivered to the Custodian pursuant to Section 4.1 of the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The undersigned, the *[Insert position]* and a duly authorized officer of the Secured Party, does hereby certify, pursuant to Section 4.1 of the Agreement, as follows

- (d) There has occurred a Default Termination Event.
- (e) The Termination Event Date is *[Insert date no more than ten (10) Business Days after the service of this Termination Event Notice]*
- (f) Such Default Termination Event constitutes an Exclusive Control Event, and an Exclusive Control Period has begun on the Termination Event Date identified above
- (g) The Secured Party hereby instructs the Custodian to (i) continue to comply with Written Instructions including entitlement orders, disposition instructions and other instructions originated by the Secured Party without further consent of the Pledgor, the Asset Manager or any other Person, (ii) not comply with any Written Instructions including entitlement orders, disposition instructions and other instructions originated by the Pledgor, and (iii) make all future transfers and Deliveries with respect to the Cedant Collateral Accounts only in accordance with the Written Instructions originated by the Secured Party

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name
Title

EXHIBIT I-1
TERMINATION WITHDRAWAL NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**") This certificate is a "Termination Withdrawal Notice" delivered to the Custodian pursuant to Section 4 l(d) of the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The undersigned, the *[Insert position]* and a duly authorized officer of the Secured Party, does hereby certify, pursuant to Section 4 l(d) of the Agreement, as follows

- (a) The *[Provisional Termination Payment]* *[Termination Payment Adjusting Amount]* has been determined pursuant to the relevant provisions of the Reinsurance Agreement
- (b) The *[Provisional Termination Payment]* *[Termination Payment Adjusting Amount]* that has not theretofore been paid in Cash by the Pledgor to the Secured Party is *[Insert Amount]* (the "**Withdrawal Amount**")
- (c) The Market Value of the Collateral Assets (as of the Business Day immediately before the date of this notice) is *[equal to or less]* *[greater]* than the Withdrawal Amount
- (d) The Collateral Assets to be released from the Cedant Collateral Accounts and transferred to the Secured Party *[Insert if the Market Value of the Collateral Assets is equal to or less than the Withdrawal Amount]* constitutes all of the Collateral Assets Credited to the Cedant Collateral Accounts *[Insert if the Market Value of the Collateral Assets is greater than the Withdrawal Amount]* consists of the following: *[Identify Collateral Assets and their respective Market Values]*

Please Deliver the Collateral Assets identified above to the Secured Party at *[state details]*

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By: _____
Name _____
Title _____
Date _____
Time: _____

Acknowledged and Consented to only if a Non-Fault Termination Event

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By: _____
Name
Title
Date: _____
Time _____

EXHIBIT I-2
PARTIAL TERMINATION WITHDRAWAL NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Agreement**”), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the “**Pledgor**”), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the “**Secured Party**”), and The Bank of New York Mellon, as custodian, securities intermediary and depository bank thereunder (the “**Custodian**”) This certificate is a “Partial Termination Withdrawal Notice” delivered to the Custodian pursuant to Section 4 1(d) of the Agreement Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The undersigned, the *[Insert position]* and a duly authorized officer of the Secured Party, does hereby certify, pursuant to Section 4 1(d) of the Agreement, as follows

- (a) The Final Partial Termination Payment has been determined pursuant to the relevant provisions of the Reinsurance Agreement.
- (b) The Final Partial Termination Payment that has not theretofore been paid in Cash by the Pledgor to the Secured Party is *[Insert Amount]* (the “**Withdrawal Amount**”)
- (c) The Market Value of the Collateral Assets (as of the Business Day immediately before the date of this notice) is [equal to or less] [greater] than the Withdrawal Amount
- (d) The Collateral Assets to be released from the Cedant Collateral Accounts and transferred to the Secured Party *[Insert if the Market Value of the Collateral Assets is equal to or less than the Withdrawal Amount]* constitutes all of the Collateral Assets Credited to the Cedant Collateral Accounts] *[Insert if the Market Value of the Collateral Assets is greater than the Withdrawal Amount]* consists of the following *[Identify Collateral Assets and their respective Market Values]*

Please Deliver the Collateral Assets identified above to the Secured Party at [state details]

The Transaction shall not Terminate after the discharge of the Final Partial Termination Payment

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date _____
Time _____

Acknowledged and Consented to only if a Non-Fault Termination Event

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By _____
Name _____
Title _____
Date _____
Time _____

EXHIBIT J
WITHDRAWAL NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**") Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

[The Pledgor is hereby effecting a withdrawal of Cedant Collateral pursuant to Section 3 2(b) of the Agreement The Pledgor designates the following as the Cedant Delivery Amount *[Identify the Collateral Asset]* Attached hereto is a copy of the Valuation Report dated as of the immediately preceding Business Day, indicating that each item of Cedant Collateral identified above is either a Non-Eligible Collateral Asset or an Excess Asset The Pledgor and the Secured Party hereby instruct the Custodian to return to the Pledgor the Cedant Delivery Amount]

The Pledgor hereby represents that an Exclusive Control Period is not in effect and after giving effect to such withdrawal, the sum of the Eligible Investments (determined by the Valuation Agent as of the most recent Collateral Review Date) is equal to or exceeds the Cedant Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) for the Restricted Collateral Account and the Unrestricted Collateral Account

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By _____
Name _____
Title _____
Date _____
Time _____

ACCEPTED AND AGREED TO BY

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date _____
Time _____

EXHIBIT K
MANAGEMENT OF COLLATERAL ASSETS

- (a) *Investment Decisions Regarding Collateral Assets* The Asset Manager and the Pledgor may, from time to time (other than during any Exclusive Control Period), jointly direct the Custodian to settle transactions in connection with the exercise by the Asset Manager of any Investment Power with respect to any Collateral Asset. The Secured Party may, from time to time during any Exclusive Control Period, direct the Custodian to settle transactions in connection with the exercise of any Investment Power with respect to any Collateral Asset.
- (b) *Voting Decisions Regarding Collateral Assets* The Asset Manager and the Pledgor may, from time to time (other than during any Exclusive Control Period), jointly direct the Custodian to exercise any Voting Power with respect to any Collateral Asset (regardless of how such Collateral Asset is registered). The Secured Party may, from time to time during any Exclusive Control Period, direct the Custodian to exercise any Voting Power with respect to any Collateral Asset (regardless of how such Collateral Asset is registered).
- (c) *Execution and Delivery of Investment/Voting Orders* Each instruction by the Asset Manager, the Pledgor or the Secured Party pursuant to clauses (a) or (b) above regarding the exercise of Investment Power or Voting Power with respect to any Collateral Asset shall be in writing. Notwithstanding anything to the contrary, if any such instruction requires the exercise of any Investment Power or Voting Power with respect to a Collateral Asset and the Custodian has not received such instruction within a reasonable period of time in order to effect such instruction, then (x) the Custodian need not effect such instruction, and (y) subject to Sections 7.1 and 7.3 of this Agreement, the Custodian shall not be liable for any failure to take any action instructed in, or failure to exercise any rights conferred by, such instruction.
- (d) *Execution of Investment/Voting Orders* Upon the Custodian's receipt of any instruction or certificate, the Custodian shall promptly (and in no event later than the third (3rd) New York Business Day after receipt of such instruction or other certificate) take any and all actions with respect to the Cedant Collateral Accounts necessary to implement such instruction or other certificate. The Custodian shall settle securities transactions by itself or by means of an agent or broker in accordance with this Agreement and the instructions to the Custodian set forth in the applicable instruction.
- (e) *Limited Duties Relating to the Exercise of Voting Power* Notwithstanding anything herein to the contrary, to the extent any instruction directs the exercise of any Voting Power with respect to any Collateral Asset, (x) if such Collateral Asset is issued in the United States or the United Kingdom, then the Custodian's only duty with respect thereto shall be to mail, to the Pledgor or the Secured Party, as applicable, any documents (including proxy statements, annual reports and signed proxies) that relate to the exercise of such Voting Power, and (y) if such Collateral Asset is issued outside of the United States and the United Kingdom, then the Custodian's only duty with respect thereto shall be to provide, at the request of the Pledgor or the Secured Party, as applicable, access (without any liability therefor) to a provider of global proxy services (the cost of which will be paid by the Pledgor or the Secured Party, as applicable).

(f) *Notices with Respect to Investment Powers and Voting Powers* The Custodian shall transmit, to the Pledgor or the Secured Party, as applicable, notices it receives with respect to Investment Powers and Voting Powers relating to each Collateral Asset. If the Custodian shall not actually receive any such notice, then the Custodian shall have no liability for failing to so notify the Pledgor or the Secured Party.

(g) *Settlements*

(1) *Settlements by the Custodian* If the Custodian is directed to Deliver Collateral Assets against payment, then such Delivery will be made by the Custodian in accordance with generally accepted market practice.

(2) *Pending Delivery and Return of Collateral Assets* As between the Pledgor and the Secured Party only, Section 3.6(b) of this Agreement shall apply to any credit or other transfer of Collateral Assets that the Pledgor or the Secured Party is required to make hereunder.

(h) *Foreign Exchange Transactions* Upon its receipt of an instruction from the Asset Manager or the Pledgor, The Bank of New York Mellon, in its individual capacity (the "**Bank**"), shall be authorized to enter into spot or forward foreign exchange contracts as specified in such instruction ("**FX Transactions**") with the Cedant Collateral Accounts and may provide such foreign exchange services to the Cedant Collateral Accounts through the Bank's subsidiaries or BNYM Affiliates, or through Subcustodians. Such FX Transactions may be entered into with the Bank, any Subcustodian or any BNYM Affiliate or subsidiary thereof acting as principal or otherwise through customary banking channels, and they may retain any profits, to them, from such FX Transactions. Written instructions, including standing instructions, may be issued by the Pledgor with respect to such FX Transactions, but the Bank may establish rules or limitations concerning any foreign exchange facility made available. Neither the Bank nor any Subcustodian shall be liable for any fluctuations or changes in foreign exchange rates, which shall be the sole risk and liability of the Pledgor, nor shall the Bank or any Subcustodian be required to substitute one currency for any other currency.

(i) The Custodian will indicate, where necessary or required by law or otherwise, that the Collateral Assets do not belong to the Custodian, and the Custodian shall not hold itself out as the beneficial owner of any Collateral Assets. The Custodian shall not interfere with title to any Collateral Assets nor shall any of them encumber any Collateral Assets (other than Cash) by means of any mortgage, pledge, Lien, security interest, charge, hypothecation, security agreement or arrangement, or other adverse claim against title of any kind. Notwithstanding anything herein to the contrary, to the extent that the Custodian utilizes a Clearing Corporation in connection with its performance of the services it provides under this Agreement, the Custodian may at any time and without notice to the Pledgor or the Secured Party and in order to effect transactions in securities through such Clearing Corporation, pledge or assign a security interest in the Collateral Assets that is the subject of such transactions in order to secure any advances made by, or amounts owed to such Clearing Corporation and specific to such transactions, but solely to the extent that the rules and regulations of such Clearing Corporation require such security interest. The Custodian shall use reasonable care in the custody of the Collateral Assets, shall segregate such Collateral Assets from its own assets and shall maintain continuous custody

in accordance with such standards as are customary for the Custodian's custody of similar assets, which standards shall at all times meet or exceed standards that are customary for such custody on the banking industry

(j) *Risk of Loss.* Subject to Sections 7.1 and 7.3, any loss incurred from any investment pursuant to this Agreement shall be borne exclusively by Cedant Collateral Accounts

(k) *Custodian Need Not Act Without Instructions.* In the absence of its receipt of Written Instructions with respect thereto pursuant to this Agreement, the Custodian shall have no duty to invest any Collateral Assets or otherwise exercise any Investment Power. In no event shall the Custodian be required to make any investment decision at its own discretion

(l) *Redemption of Collateral Assets.* The Custodian shall surrender for payment all maturing Collateral Assets and, after its actual receipt of notice, all Collateral Assets called for redemption and shall Credit the proceeds of any such payment to the Cedant Collateral Accounts

(m) *Proceeds of Collateral Assets.* Except as otherwise provided in this Agreement, all payments of interest (including interest earned on Cash Collateral and all proceeds from redemptions or maturities), dividends and other income in respect of, or proceeds and settlements (whether scheduled or pursuant to early termination events or otherwise) of, Collateral Assets shall be Credited by the Custodian to the Cedant Collateral Accounts

(n) *Interest on Cash Collateral.* Other than during an Exclusive Control Period, the Pledgor agrees to cause all Collateral Assets consisting of Cash to be invested in a manner so as to earn a compounded rate of return on a daily basis no less than the Federal Funds Effective Rate (in the case of USD) or SONIA (in the case of GBP). The Pledgor shall cause all such interest to be Credited to the Cedant Collateral Accounts no less frequently than monthly. The Secured Party shall at its option cause, during all Exclusive Control Periods, all Collateral Assets consisting of Cash to be invested in a manner so as to earn a compounded rate of return on a daily basis no less than the Federal Funds Effective Rate (in the case of USD) or Sterling OverNight Index Average (in the case of GBP)

(o) *Concerning Income.* Subject to Sections 7.1 and 7.3, all interest (including interest earned on Cash Collateral), dividends and other income that are Credited to the Cedant Collateral Accounts, and any earnings thereon, shall be considered income attributable to the Pledgor. Notwithstanding the immediately preceding sentence, such income shall be subject to deduction of the Custodian's compensation and expenses, to the extent not otherwise paid by the Pledgor. Any proceeds, interest, dividend or other income on Collateral Assets automatically posted and credited on the payment date that is not received by the Custodian on such payment date shall be debited by the Custodian from the Cedant Collateral Accounts promptly (and in no event later than five (5) New York Business Days after receipt, subject to customary market settlement practices and the Custodian's settlement procedures for such Collateral Assets), and no interest or other expense will be payable to the Custodian with respect to any such amount. If the Custodian is unable to debit such automatically posted proceeds, interest, dividend or other income or is otherwise unable to collect such amount from the Cedant Collateral Accounts, then the Pledgor agrees to reimburse such amount to the Custodian promptly upon request. If the Pledgor receives any such proceeds, interest, dividend or other income in respect of any

Collateral Assets then Credited to the Cedant Collateral Accounts for which the Bank has advanced funds, the Pledgor shall promptly Deliver such proceeds, interest, dividend or other income for Credit to the Cedant Collateral Accounts

(p) *Electronic Access* At all times during the term of this Agreement, the Custodian shall furnish, to the Pledgor and the Secured Party, access to the Custodian's then-existing on-line, electronic account reporting and information system. The Parties agree that the use of such system shall be subject to the Custodian's Data Terms and Conditions as posted on its Data Terms Website at http://workbench.bnymellon.com/public/TermsConditions_12-01-09.pdf or any successor website the address of which is provided by the Custodian to the Pledgor and the Secured Party

EXHIBIT L
TERMINATION OF NON-FAULT EVENT NOTICE
(Reinstatement Date Notice)

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**") Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

Reference is hereby made to the Non-Fault Termination Event Notice dated [Insert Date], notifying the Custodian that a Non-Fault Termination Event has occurred The Secured Party hereby certifies to the Custodian that such Non-Fault Termination Event has been cured and the Non-Fault Termination Event Notice is rescinded

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date _____
Time. _____

EXHIBIT M
TRANSFER NOTICE

Reference is hereby made to that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder (the "**Pledgor**"), Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder (the "**Secured Party**"), and The Bank of New York Mellon, as custodian, securities intermediary and depository bank thereunder (the "**Custodian**"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement

The Pledgor is hereby effecting a transfer of Collateral Assets pursuant to Section [3 2(a)] [3 2(b)] of the Agreement. The Pledgor designates the following as the Cedant Delivery Amount [*Identify the Collateral Asset*]. Attached hereto is a copy of the Valuation Report dated as of the immediately preceding Business Day, indicating that each item of Cedant Collateral identified above is either a Non-Eligible Collateral Asset or an Excess Asset. The Pledgor and the Secured Party hereby instruct the Custodian to transfer the Cedant Delivery Amount from [the Unrestricted Collateral Account to the Restricted Collateral Account] [the Restricted Collateral Account to the Unrestricted Collateral Account]

The Pledgor hereby represents that an Exclusive Control Period is not in effect and after giving effect to such transfer, the sum of the Eligible Investments (determined by the Valuation Agent as of the most recent Collateral Review Date) is equal to or exceeds the Cedant Collateral Requirement (determined by the Valuation Agent as of the most recent Collateral Review Date) for the Restricted Collateral Account and the Unrestricted Collateral Account

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party*

By _____
Name _____
Title _____
Date _____
Time _____

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
as Pledgor

By. _____
Name. _____
Title _____
Date. _____
Time: _____

EXHIBIT N
AGREEMENT TERMINATION NOTICE

Reference is hereby made to (i) that certain Cedant Security Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Cedant Security Agreement**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as pledgor and valuation agent thereunder, Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as secured party thereunder, and The Bank of New York Mellon, as custodian, securities intermediary and depositary bank thereunder (the "**Custodian**") and (ii) that certain Reinsurer Security and Control Agreement dated as of October 13, 2016 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Reinsurer Security Agreement**" and together with the Cedant Security Agreement, the "**Reinsurance Security Agreements**"), by and among Legal & General Assurance Society Limited, an insurance company incorporated under the laws of England and Wales, as secured party and valuation agent thereunder, Prudential Retirement Insurance and Annuity Company, an insurance company incorporated under the laws of the State of Connecticut, as pledgor thereunder, and Custodian Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Reinsurance Security Agreements, as applicable

The undersigned (a) hereby notify the Custodian pursuant to Section 4.3 of each Reinsurance Security Agreement that the (i) Secured Obligations under each Reinsurance Security Agreement have been performed in full and paid in full in cash, (ii) each Reinsurance Security Agreement is terminated, (iii) the Lien of the Secured Party (as defined in the Cedant Security Agreement) on and control of the Cedant Collateral created by the Cedant Security Agreement is automatically released and terminated, (iv) the Lien of the Secured Party (as defined in the Reinsurer Security Agreement) on and control of the Reinsurer Collateral created by the Reinsurer Security Agreement is automatically released and terminated and (b) hereby instruct the Custodian that (i) in respect of the Cedant Security Agreement, it shall hereafter only follow instructions of the Pledgor and the Asset Manager (as each is defined therein) permitted pursuant to the Account Agreements with respect to the Cedant Collateral Accounts and the Collateral Assets Credited thereto and (ii) in respect of the Reinsurer Security Agreement, it shall hereafter only follow instructions of the Pledgor and the Asset Manager (as each is defined therein) permitted pursuant to the Account Agreements with respect to the Reinsurer Collateral Accounts and the Collateral Assets Credited thereto (as each is defined therein)

PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, *as Secured Party under the
Cedant Security Agreement and Pledgor under the
Reinsurer Security Agreement*

By _____
Name _____
Title _____
Date. _____
Time _____

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED,
*as Secured Party under the Reinsurer Security
Agreement and Pledgor under the Cedant Security
Agreement*

By _____
Name: _____
Title _____
Date _____
Time _____

SCHEDULE I
CEDANT COLLATERAL ACCOUNTS

Restricted Collateral Account (including the Restricted Deposit Account and the Restricted Securities Account and all other deposit and securities accounts established and maintained by or for the benefit of the Custodian or the Cedant in connection therewith, wherever located)

BNY Mellon Account Number [REDACTED]

Account Name LG ORANGED REST CEDANT FBO PRIAC

Unrestricted Collateral Account (including the Unrestricted Deposit Account and the Unrestricted Securities Account and all other deposit and securities accounts established and maintained by or for the benefit of the Custodian or the Cedant in connection therewith, wherever located)

BNY Mellon Account Number [REDACTED]

Account Name LG ORANGED UNREST CEDANT FBO PRIAC

| | |
|--|--|
| | |
| | |