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

MR01
Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST

Companies House

Go online to file this information
www.gov.uk/companieshouse

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

✓ **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 where there is no instrument. Use form MR08.

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

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. I delivered outside of the 21 days it will be rejected unless it is accompanie court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This w scanned and placed on the public record. **Do not send the original.**

WEDNESDAY

J656I9VK
JNI 26/04/2017 #25
COMPANIES HOUSE

1 Company details

For official use

Company number ✓ 0 1 1 7 9 9 8 0

Company name in full ✓ U K Insurance Limited

→ **Filling 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 ✓ d 1 d 9 m 0 m 4 y 2 y 0 y 1 y 7

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 ✓ J.P. Morgan Securities LLC

Name

Name

Name

2 6 APR 2017
BELFA

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

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.

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".

Please limit the description to the available space.

Brief description

For more details please refer to the instrument.

5 Other charge or fixed security

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.

✓ ☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

✓ ☐ **Yes**

7 Negative Pledge

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.

✓ ☑ **Yes**

☐ **No**

8 Trustee statement ●

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.

☐

● This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Messrs Arthur Cox X

This form must be signed by a person with an interest in the charge.

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: Damian McElholm
Company name: Arthur Cox
Address: Arthur Cox, Victoria House,
Gloucester Street
Post town: Belfast
County/Region: Antrim
Postcode: B T 1 4 L S
Country:
DX:
Telephone: 02890230007

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1179980

Charge code: 0117 9980 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2017 and created by U K INSURANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2017.

P

Given at Companies House, Cardiff on 3rd May 2017

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS SECURITY DOCUMENT is made on April 19, **2017**

BETWEEN

(1) J.P. Morgan Securities LLC ("JPMS"); and

(2) UK Insurance Limited, a company incorporated in England and Wales with company number 01179980 and having its registered office at THE WHARF, NEVILLE ST., LEEDS LS1 4AZ ("Client").

WHEREAS:

(A) JPMS has opened an account or accounts (individually or collectively, an "Account") in the name of Client for the execution, clearing and/or carrying of Contracts and has provided certain services in connection with Contracts.

(B) In consideration for the continued maintenance of Client's Account and provision of services by JPMS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPMS and Client have agreed to enter into this Security Document.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Security Document:

"Affiliate" means any entity controlled, directly or indirectly, by JPMS, any entity that controls, directly or indirectly, JPMS, or any entity directly or indirectly under common control with JPMS (for this purpose, "control" of any entity means ownership of a majority of the voting power of the entity).

"Agreement" means the Client Agreement dated June 21, 2013 between JPMS and Client, as amended, supplemented, or otherwise modified.

"Applicable Law" means the applicable constitutions, laws, by-laws, rules, regulations, protocols, customs, usages, rulings, and interpretations of governmental authorities and self-regulatory organizations (including, without limitation, the Commodity Futures Trading Commission, the National Futures Association, the Securities and Exchange Commission, and the Financial Industry Regulatory Authority), exchanges, alternative trading systems, contract markets, and other markets (domestic or foreign) and any clearing organizations on which transactions are executed, cleared, or carried by JPMS or its agents for Client's Account.

"Cleared Derivative Transactions" means all swaps, forwards, options or similar transactions that are (i) entered into by Client in the over-the-counter ("OTC") market, or (ii) executed or traded by Client on or subject to the rules or protocols of any multilateral or other trading facility, system or platform, including any communication network or

We hereby certify that this is a true copy of the original

Dated this 26th day of April 2017

Arthur Cox
Victoria House
Gloucester Street
Belfast BT1 4LS

auction facility, permitted under Applicable Law and acceptable to JPMS or any designated contract market acceptable to JPMS, and, in the case of either (i) or (ii), subsequently submitted to and accepted for clearing at a clearing organization, including but not limited to, a derivatives clearing organization registered as such under the Commodity Exchange Act and carried in the Client account holding such Cleared Derivatives Transactions; provided, however, that "Cleared Derivatives Transactions" shall not include futures contracts and options on futures contracts executed on or subject to the rules of a U.S. designated contract market subject to regulation by the Commodity Futures Trading Commission (including derivatives transactions entered into over-the-counter and cleared as futures or options on futures contracts) or on a foreign board of trade subject to regulation in its home jurisdiction.

"Contracts" means (i) futures contracts, options on futures contracts, security futures contracts, foreign exchange contracts, derivative contracts, swaps and any other contracts or instruments in which JPMS has notified Client that JPMS is prepared to conduct business and (ii) any Cleared Derivatives Transactions.

"Foreign Clearing Member" means a clearing member of a non-United States exchange or clearing organization.

"UCC" means the New York Uniform Commercial Code.

2. Security Interest

2.1 As security for Client's present and future obligations to JPMS under the Agreement (whether actual or contingent), Client hereby pledges to JPMS, and grants to JPMS a first priority continuing security interest in, lien on, and right of set-off against the following, but only to the extent that each does not constitute "financial collateral" (within the meaning of the UK Financial Collateral Arrangements (No. 2) Regulations 2003, as amended from time to time): (i) all cash, securities, and other property transferred as margin to JPMS, (ii) all cash, securities, Contracts, precious metals, warehouse receipts (including any goods or commodities represented thereby), and other property now or at any future time represented by an entry on, or standing to the credit of, Client's Account or held by, to the order, or under the direction or control of JPMS or any exchange or clearing organization or Foreign Clearing Member through which transactions on Client's behalf are executed, cleared, or carried, (iii) all of Client's rights under Contracts or in connection with Client's Account (including all rights to payments under such Contracts (whether constituting obligations of JPMS, any exchange or clearing organization, or any Foreign Clearing Member, or others, or any agent acting for JPMS, any Foreign Clearing Member, an exchange or clearing organization, or others)), and any property transferred with respect thereto, (iv) all of Client's rights against any exchange or clearing organization or Foreign Clearing Member arising in connection with transactions that are executed, cleared, or carried by JPMS on Client's behalf with such exchange or clearing organization, and any property transferred with respect thereto, (v) all cash, securities, and other property transferred to or received by Client as collateral with respect to Contracts (but not as a settlement of gains or losses) and not subsequently returned by Client to JPMS, (vi) the Account and all assets (including any security entitlements,

commodity contracts, financial assets, and investment property (each as defined in the UCC)) credited to the Account, including assets held by an exchange or clearing organization or Foreign Clearing Member, (vii) property of Client (including any securities accounts, commodity accounts, security entitlements, commodity contracts, financial assets, and investment property (each as defined in the UCC)) held in respect of Contracts by or for, or for the Account and due from, JPMS, any Foreign Clearing Member, an exchange or clearing organization, or others or any agent acting for JPMS, any Foreign Clearing Member, an exchange or clearing organization, Client, or others, (viii) all rights to payment in favor of JPMS or Client arising out of or in connection with the exercise by JPMS of any right to terminate, liquidate or otherwise close out Client's Account or Contracts and (ix) proceeds of any of the foregoing (collectively, "Non-Financial Collateral"). Except as otherwise agreed in writing by JPMS, Client will not create or purport to create any other pledge, hypothecation, assignment, or any other form of security interest, lien, or encumbrance on any Non-Financial Collateral.

2.2 Except as provided in this Security Document, the rights, powers, remedies, and privileges provided in this Security Document are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by law. If any provision of this Security Document is or at any time becomes inconsistent with or invalid or unenforceable under any present or future Applicable Law, such inconsistent, invalid, or unenforceable provision will be deemed to be superseded or modified to conform to such Applicable Law, but in all other respects this Security Document will continue in full force and effect.

2.3 Nothing contained in this Security Document affects any provision of the Agreement, all of which remain in full force and effect.

3. Miscellaneous; Client Representations and Warranties

3.1 An amendment, modification, or waiver in respect of this Security Document will be effective only if in writing and executed by each of the parties. This Security Document (and each amendment, modification, and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original.

3.2 The rights and obligations of the parties under this Security Document will be subject to Applicable Law. Client agrees to be bound by Applicable Law and that JPMS will not be liable to Client as a result of any action taken by JPMS or its agents to comply with Applicable Law.

3.3 Client acknowledges and agrees that JPMS may, from time to time, disclose information regarding the terms of this Security Document or Contracts to any exchange, clearing organization, governmental agency, self-regulatory organization, data repository, or as otherwise required by Applicable Law.

3.4 Client represents to JPMS on a continuing basis that (i) it has the power to grant a security interest in and lien on the Non-Financial Pledged Property and has taken all

necessary actions to authorize the granting of that security interest and lien; (ii) it is the sole owner of Non-Financial Pledged Property and such Non-Financial Pledged Property is free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted hereunder; (iii) JPMS has a valid and perfected first priority security interest in the Non-Financial Pledged Property (subject, in respect of Client's rights under Contracts and the Agreement, to any required filing), and Client will grant JPMS possession or control (within the meaning of the UCC) over Non-Financial Pledged Property as necessary to perfect a first priority security interest; and (iv) the performance by Client of its obligations hereunder will not result in the creation of any security interest, lien, or other encumbrance on any Non-Financial Pledged Property other than the security interest and lien granted under Section 2 of this Security Document.

3.5 Client represents to JPMS on a continuing basis that: (i) Client is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (ii) Client has the power to execute and deliver this Security Document and to perform its obligations under this Security Document and has taken all necessary action to authorize such execution, delivery, and performance; (iii) such execution, delivery, and performance do not violate or conflict with Applicable Law, any provision of Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets; (iv) all governmental and other consents and registrations that are required to have been obtained by Client with respect to this Security Document have been obtained and are in full force and effect and all conditions of any such consents have been complied with; (v) Client's obligations under this Security Document constitute its legal, valid, and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and (vi) there is not pending or, to Client's knowledge, threatened against Client any action, suit, or proceeding at law or in equity or before any court, tribunal, governmental body, agency, or official or any arbitrator that is likely to affect the legality, validity, or enforceability against it of this Security Document or its ability to perform its obligations under this Security Document.

4. Governing Law, Jurisdiction and Waiver of Jury Trial

4.1 This Security Document will be governed by and construed in accordance with the law of the State of New York (without reference to choice of law doctrine).

4.2 With respect to any suit, action, or proceedings relating to any dispute arising out of or in connection with this Security Document ("Proceedings"), each party irrevocably (i) submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have

been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party, and (iii) agrees, to the extent permitted by Applicable Law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

4.3 Each party irrevocably waives, to the extent permitted by Applicable Law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment), and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by Applicable Law, that it will not claim any such immunity in any Proceedings.

4.4 EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH PROCEEDINGS, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY DOCUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION.THE CONSTRUCTION, VALIDITY, PERFORMANCE AND ENFORCEMENT OF THIS SECURITY DOCUMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES).

In Witness Whereof, the parties have executed this Security Document as of the date first written above.

UK Insurance Limited

By: PGIM, Inc., as its Investment Manager and not in PGIM, Inc.'s individual capacity

By: _____

Name: Paul R. Parseghian

Title: Vice President

Contact Details:

Address: c/o PGIM, Inc.
655 Broad Street
Newark, NJ 07102
Attention: Marie Mooney

Facsimile Number: 888-255-4413

E-mail Address: marie.mooney@prudential.com

Telephone Number: 973-367-1786

J.P. MORGAN SECURITIES LLC

By: _____

Name: John M. DeAngelis

Title: Authorized Signatory
J.P. Morgan Securities LLC