



Registration of a Charge

Company name: **AVIVA GROUP HOLDINGS LIMITED**

Company number: **01555746**



X3YNGH49

Received for Electronic Filing: **08/01/2015**

Details of Charge

Date of creation: **30/12/2014**

Charge code: **0155 5746 0012**

Persons entitled: **AVIVA INSURANCE LIMITED, A COMPANY INCORPORATED IN SCOTLAND WITH REGISTERED NO 2116 AND HAVING ITS REGISTERED OFFICE AT PITHEAVLIS, PERTH, SCOTLAND PH2 0NH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JONATHAN PRICE, SOLICITOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1555746

Charge code: 0155 5746 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2014 and created by AVIVA GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2015 .

Given at Companies House, Cardiff on 9th January 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Execution Version

Security Over Shares Agreement

AVIVA GROUP HOLDINGS LIMITED

in favour of

AVIVA INSURANCE LIMITED

30 December

2014

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	1
2. COVENANT TO PAY.....	4
3. SHARE CHARGE	4
4. CONTINUING SECURITY	5
5. FURTHER ASSURANCE	5
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	6
7. REPRESENTATIONS AND WARRANTIES.....	6
8. UNDERTAKINGS	7
9. VOTING AND DISTRIBUTION RIGHTS	9
10. CALLS	9
11. ATTORNEY	9
12. ENFORCEMENT AND POWERS OF AIL	10
13. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER.....	11
14. APPLICATION OF ENFORCEMENT PROCEEDS	12
15. PROTECTION OF THIRD PARTIES	13
16. PROTECTION OF CHARGE AND RECEIVER	13
17. COST AND EXPENSES	14
18. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS.....	15
19. RULING OFF ACCOUNTS	15
20. DELEGATION.....	15
21. REDEMPTION OF PRIOR CHARGES	15
22. SET-OFF	16
23. ASSIGNMENT.....	16
24. CURRENCY CLAUSES	16
25. MISCELLANEOUS	16
26. GOVERNING LAW AND JURISDICTION.....	17
27. SERVICE OF PROCESS.....	17
 SCHEDULE 1	 19
Shares.....	19
SCHEDULE 2	20
Form of Instrument of Transfer and Form of Bought and Sold Notes	20
Part 1 – Form of Instrument of Transfer.....	20
Part 2 – Form of Bought and Sold Notes	21
SCHEDULE 3	22
Form of Letter of Authority and Undertaking.....	22
SCHEDULE 4	23
Form of Resolutions.....	23
SCHEDULE 5	24
Form of Resignation Letter	24

THIS DEED is made on 30 December 2014

BETWEEN:

- (1) **AVIVA GROUP HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 01555746 and having its registered office at St Helen's, 1 Undershaft, London, EC3P 3DQ ("**AGH**"); and
- (2) **AVIVA INSURANCE LIMITED**, a company incorporated in Scotland with registered number 2116 and having its registered office at Pitheavlis, Perth PH2 0NH ("**AIL**").

RECITALS:

- (A) Pursuant to the Facility Agreement (as defined below), AIL has made available to AGH a facility (the "**Facility**") in a maximum aggregate amount of the Total Facility Amount.
- (B) As a condition precedent to the Facility being made available, AGH entered into a security over shares agreement in favour of AIL on 28 February 2013 ("**Aviva Asia Share Charge**") charging all of its legal and beneficial interests in the shares of Aviva Asia Holdings Private Limited (a company incorporated in Singapore (registered no. 201020946G)) ("**Aviva Asia**").
- (C) As part of a group reorganisation, all of the shares in Aviva HK (as defined below) will be transferred by Aviva Asia to AGH. AGH and AIL intend to enter into this deed, pursuant to clause 21 (Agreed Variations to the Security) of the Facility Agreement.
- (D) This deed grants AIL security over the Shares and all corresponding Distribution Rights (each as defined below) of Aviva HK, in connection with AGH's obligations under the Facility Agreement, on the terms set out herein.
- (E) The parties intend this deed to be a Security Over Shares Agreement (as defined in the Facility Agreement (as defined below)).

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"**Aviva HK**" means Aviva Life Insurance Company Limited (英傑華人壽保險有限公司) (a company incorporated in Hong Kong with company number 0706970);

"**Charged Property**" means the assets mortgaged, charged or assigned to AIL by this deed;

"**Companies Ordinance**" means the Companies Ordinance (Cap. 622) of the Laws of Hong Kong;

"**CPO**" means the Conveyancing and Property Ordinance (Cap. 219) of the Laws of Hong Kong;

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by AIL;

"**Distribution Rights**" means all dividends, distributions and other income paid or payable on any Share, together with all shares or other property derived from that Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing,

offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" means any event or circumstance specified as such in the Facility Agreement;

"Facility Agreement" means the secured loan facility agreement dated 28 February 2013 made between AIL as lender and AGH as borrower;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Receiver" means a receiver and manager, administrator or (if AIL so specifies in the relevant appointment) receiver in each case appointed under this deed;

"Secured Obligations" means all the obligations owing to AIL by AGH under or pursuant to the Facility Agreement including any liability in respect of any further advances made under the Facility Agreement, whether present or future, actual or contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law;

"Security" means the security created under or pursuant to or evidenced by this deed; and

"Shares" means:

- (a) all present and future shares in Aviva HK, including the shares issued and outstanding at the date of this deed described in schedule 1 (Shares) and any shares acquired by or issued to AGH after the date of this deed;
- (b) all rights relating to any of those shares which are deposited with or registered in the name of any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person); and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by AGH or (to the extent of its interest) in which AGH now or in the future has an interest.

1.2 Construction

In this deed, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues, businesses, undertakings and rights of every kind, present, future and contingent (including uncalled share capital) and every kind of interest in an asset;

- (d) a **"consent"** includes an authorisation, approval, exemption, licence, order, permission or waiver;
- (e) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (f) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (g) a **"month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
 - (i) if any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day in the same calendar month or, if none, on the preceding Business Day; and
 - (ii) if a period starts on the last Business Day in a calendar month, or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month,
 and references to **"months"** shall be construed accordingly;
- (h) a **"person"** includes any person, individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality) or any two or more of the foregoing;
- (i) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law, being of a type with which persons to who it is directed are expected and accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (j) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Facility Agreement have the same meanings when used in this deed;
- (k) the parties intend that this document shall take effect as a deed; and
- (l) the terms of the Facility Agreement will prevail if there is a conflict between the terms of this deed and the terms of the Facility Agreement.

1.3 Other References

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) AGH, AIL or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees;
 - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules;
 - (iii) the Facility Agreement or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated or replaced (excluding any amendment, novation or replacement made contrary to any provision of the Facility Agreement); and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.

- (b) An Event of Default is "continuing" if it has not been waived.
- (c) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed.
- (d) Words importing the plural shall include the singular and vice versa.
- (e) In the context of the rights, powers, privileges, discretions and immunities conferred on AIL, a Receiver or a Delegate, references to charge or mortgage in any provision of the CPO shall, for the purposes of this deed, be deemed to be references to the Security created or expressed to be created by or pursuant to this deed and references to mortgaged land in any provision of the CPO shall, for the purposes of this deed, be deemed to be references to the Charged Property.

1.4 Facility Agreement Terms

- (a) Clauses 1 (Definitions and Interpretation), 26 (Notices), 27 (Counterparts), 28 (Assignment), 29 (Partial Invalidity) and 30 (Amendments) of the Facility Agreement shall apply to this deed as if set out in full herein but with references to "this Agreement" being read as to "this deed".
- (b) Any references to "Asia Holdings" in the Facility Agreement will be deemed to be references to "Aviva HK" (as defined herein) from the date of this deed.
- (c) The Parties agree that for the purposes of the Facility Agreement (i) this deed is a "Security Over Shares Agreement" and (ii) Aviva HK is a "Holding Company".
- (d) AIL confirms, for the avoidance of doubt, that due to the creation of the Security under this deed, the transfer of the entire share capital of Aviva HK does not trigger any repayment obligations under clause 18 (Material Disposals) of the Facility Agreement.

2. COVENANT TO PAY

AGH as primary obligor covenants with AIL that it will on demand pay the Secured Obligations when they fall due for payment.

3. SHARE CHARGE

3.1 Charging Clause

AGH, as security for the payment of the Secured Obligations, charges in favour of AIL, as legal and beneficial owner, its right, title and interest in all of the Shares and all corresponding Distribution Rights by way of first fixed charge.

3.2 Title documents and documentation supporting security

AGH shall promptly upon AIL's request, deliver or procure that there shall be delivered to AIL (at AGH's cost):

- (a) valid and duly issued share certificates and any other documents of title in respect of all the Shares then held by it;
- (b) an undated instrument of transfer duly executed in blank and undated bought and sold notes in respect of its Shares duly executed in blank, in the forms set out in schedule 2 (Form of Instrument of Transfer and Form of Bought and Sold Notes);
- (c) signed and dated letters of authority and undertaking from all the directors of Aviva HK authorising AIL to date the resolutions referred to in paragraph (d) below

and undertaking to approve transfers of Shares by or in favour of AIL and/or its nominee substantially in the form set out in schedule 3 (Form of Letter of Authority and Undertaking) (in each case, subject to the provisions of this deed);

- (d) signed but undated resolutions of all the directors of Aviva HK approving, among other things, a transfer of Shares in Aviva HK substantially in the form set out in schedule 4 (Form of Resolutions); and
- (e) signed but undated letters of resignation of all the directors of Aviva HK substantially in the form of schedule 5 (Form of Resignation Letter),

on the basis that AIL shall be able to hold such documents of title, instruments of transfer and all such other documents until the Secured Obligations have been irrevocably and unconditionally discharged in full and AGH shall execute all other documents and take all further action which AIL reasonably requires for the purpose of, among other things, perfecting the security over the Shares or, when this deed becomes enforceable in accordance with clause 12.2 (Enforcement Powers), vesting title to the Shares in the name of AIL or its nominees or any purchaser and AIL shall be entitled at any time to complete, under its power of attorney given by clause 11 (Attorney) below, the instruments of transfer and all such other documents on behalf of AGH in favour of itself or such person as it shall select.

4. CONTINUING SECURITY

4.1 Continuing Security

The security created pursuant to this deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which AIL may now or after the date of this deed hold for any of the Secured Obligations, and this security may be enforced against AGH without first having recourse to any other rights of AIL.

5. FURTHER ASSURANCE

5.1 General

- (a) AGH will, promptly following request by AIL, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as AIL may reasonably specify (and in such form as AIL may reasonably require in favour of AIL or its nominee(s), assignee(s) and/or transferee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of AIL or any Receiver provided by or pursuant to the Facility Agreement or by law; and/or
 - (ii) to (after the Security has become enforceable) facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

- (b) AGH shall take all such action (including making all filings and registrations) as may reasonably be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on AIL by or pursuant to the Facility Agreement.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

AGH shall not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Facility Agreement or with the prior consent of AIL.

7. REPRESENTATIONS AND WARRANTIES

7.1 Matters Represented

AGH represents and warrants to AIL as set out in clauses 7.2 (Binding Obligations) to 7.4 (Financial Assistance) (inclusive) on the date of this deed and are deemed to be repeated by AGH on each other date for so long as any security constituted by this deed remains in force with reference to the facts and circumstances then existing.

7.2 Binding Obligations

The execution of this deed by the Parties together with perfection in accordance with Clause 5 (Further assurance) will create a first priority security interest over the Charged Property enforceable against AGH, the bankruptcy estate of AGH and third party beneficiaries of AGH.

7.3 Shares

- (a) It is and will be the sole legal and beneficial owner of the Shares (subject to the security created pursuant to this deed).
- (b) The Shares identified in schedule 1 (Shares) constitute all the share capital in Aviva HK as at the date of this deed.
- (c) The Shares constitute all the share capital in Aviva HK and are validly issued and paid up and represent 100 per cent of the share capital of Aviva HK. No person has or is entitled to any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire any issued or unissued Shares, or any interest in Shares, in the capital of Aviva HK.
- (d) The Charged Property is free from any encumbrance, attachment or precautionary measure other than (i) as created under or pursuant to this deed or (ii) expressly permitted by the Facility Agreement or (iii) easements and similar encumbrances created solely by operation of law.
- (e) There are no covenants or agreements, which could adversely affect the Charged Property or any part thereof.

- (f) Other than the share certificates delivered to AIL pursuant to clause 3.2(a) and, following subsequent acquisition after the date of this deed, clause 8.3(a), no share certificates or interim certificates have been issued evidencing the Shares.

7.4 Status of AGH

AGH represents and warrants to AIL that it is not registered under Part 16 of the Companies Ordinance.

8. UNDERTAKINGS

8.1 Duration of Undertakings

All of the undertakings given by AGH to AIL in this deed are given on the date of this deed and for so long as any security constituted by this deed remains in force.

8.2 General Undertakings

(a) Charged Property

- (i) It will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are reasonably necessary to preserve, maintain and renew when necessary or desirable all the Charged Property.
- (ii) It will pay all reasonable payments which may become due in respect of safekeeping and preservation of the Charged Property or any part thereof.

(b) Articles of Aviva HK

- (i) It will not amend the articles of Aviva HK save for such amendments which do not adversely affect AIL or which are set out in paragraph (ii) below.
- (ii) It shall promptly upon request of AIL, take all necessary steps to amend the articles of association of Aviva HK to remove any restriction on the transfer or the registration of the transfer of the shares on enforcement of the security granted over them under this deed. AGH shall provide a copy of such amendment, together with evidence that such amendment has been filed with the Companies Registry in Hong Kong, to AIL each to be in form satisfactory to AIL (acting reasonably), on or before the date falling thirty (30) days after AIL's request for an amendment.

(c) Maintenance

It will maintain all and any rights being subject to the Security so that these at all times will be kept in force except to the extent that those rights are no longer necessary or desirable for the conduct of AGH's business.

8.3 Continuing obligations

- (a) Where Shares are acquired by or issued to AGH after the date of this deed, AGH shall promptly upon the request of AIL following such acquisition or issuance, deposit with AIL valid and duly issued share certificates and any other documents of title in respect of the Shares together with undated instruments of transfer duly executed in blank and undated bought and sold notes in respect of the Shares duly executed in blank, in the forms set out in schedule 2 (Form of Instrument of Transfer and Form of Bought and Sold Notes) or otherwise.

- (b) If there is any change in director of Aviva HK, AGH shall promptly upon the request of AIL, procure the delivery of the following documents to AIL:
 - (i) (in the case of a new director only) the documents described in paragraphs (c) and (e) of clause 3.2 (Title documents and documentation supporting security); and
 - (ii) the document described in paragraph (d) of clause 3.2 (Title documents and documentation supporting security).
- (c) AGH shall:
 - (i) ensure that the Charged Property remains free from any restrictions on transfer other than any restrictions set out in the Facility Agreement;
 - (ii) warrant and defend the rights and interest of AIL to and in the Charged Property against the claims and demands of all persons whomsoever;
 - (iii) promptly notify AIL in writing of any fact or circumstance other than immaterial which may adversely affect any of its rights hereunder.

8.4 **Part 16 of the Companies Ordinance**

AGH undertakes to give prior notice to AIL if it becomes registered under Part 16 of the Companies Ordinance and shall ensure that details of the security created by this deed are duly registered with the Companies Registry in Hong Kong within the prescribed period of time under the Companies Ordinance, after AGH is so registered under Part 16 of the Companies Ordinance.

8.5 **Power to Remedy**

If AGH fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of AIL promptly after AIL notifying AGH that remedy is required, it will allow (and irrevocably authorises) AIL, or any Delegate, to take any action on behalf of AGH which is necessary to ensure that those undertakings are complied with.

8.6 **Additional Title Documents**

To the extent not already held by AIL, AGH will:

- (a) promptly upon request by AIL, deposit with AIL (or shall procure the deposit of) all other documents relating to the Charged Property which AIL from time to time reasonably requires;
- (b) promptly upon request by AIL, issue interim certificates or share certificates or any other documents of title or evidence of ownership or other rights in relation to the Shares to the extent such certificates have not been issued; and
- (c) if, at any time, any share certificates in respect of the Shares cannot be located or have been mutilated, defaced, lost, stolen or destroyed, AGH undertakes to without delay cancel such share certificates.

8.7 **Consents and permissions**

AGH covenants that it will at all times use its best efforts to procure all necessary consents or permissions that may be required to enable AIL to exercise its rights under this deed.

9. VOTING AND DISTRIBUTION RIGHTS

9.1 Until the occurrence of an Event of Default, AGH shall be entitled to:

- (a) pay (subject to the terms of the Facility Agreement), receive and retain all dividends, distributions and other monies paid on or derived from the Shares; and
- (b) exercise all voting and other rights and powers attaching to the Shares provided that it shall exercise any such voting rights or powers,

in any manner that is consistent with and not in breach of any provision of the Facility Agreement or this deed.

9.2 After the occurrence of an Event of Default:

- (a) AGH will promptly pay all dividends, distributions and other monies paid on or derived from the Shares received by it as directed by AIL;
- (b) AIL or any Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share in such manner as it or he sees fit; and
- (c) AGH shall comply or procure the compliance with any directions of AIL or any Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to AIL or any Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

9.3 At any time when any Shares are registered in the name of AIL or its nominee, AIL will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.

10. CALLS

AGH: (a) undertakes with AIL, for so long as any security constituted by this deed remains in force, to punctually pay, or to procure the punctual payment of, all calls, instalments and other payments that may become due in respect of the Shares charged by it under this deed and agrees that, if it fails to do so, AIL may, in its absolute discretion, make such payments; and (b) agrees: (i) to pay interest (determined in accordance with clause 17.2) to AIL (both before and after judgment) on amounts expended by AIL pursuant to this clause 10 from the date of payment until repaid in full; (ii) to repay all such amounts, together with all accrued interest, on demand by AIL; and (iii) that pending repayment, all such amounts and all interest accrued thereon shall form part of the Secured Obligations and be charged on and secured by the Shares.

11. ATTORNEY

AGH, by way of security, irrevocably and severally appoints AIL, each Receiver and any person nominated for the purpose by AIL or any Receiver (in writing and signed by an officer of AIL or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed or which may be required or deemed proper in the exercise of any rights or powers conferred on AIL or any Receiver under this deed or otherwise for any of the

purposes of this deed and AGH covenants with AIL and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

12. ENFORCEMENT AND POWERS OF AIL

12.1 Statutory Restrictions

No restriction imposed by any ordinance (including paragraph 11 of the Fourth Schedule to the CPO) or other statutory provision in relation to the exercise of any power of sale, application of proceeds or any other right or on the consolidation of mortgages or other security shall apply to the security constituted by this deed.

12.2 Enforcement Powers

- (a) On or at any time after the occurrence of an Event of Default which is continuing or if AGH requests AIL to exercise any of its powers under this deed or if a petition or application is presented for the suspension of payments, moratorium of indebtedness, winding-up, dissolution, administration, provisional supervision, reorganisation, composition or arrangement with or an arrangement for the benefit of a creditor, a class of creditors or creditors generally in relation to AGH or if any person gives written notice of its intention to appoint or appoints a liquidator, receiver, administrator, administration receiver, compulsory manager, provisional supervisor or other similar officer of AGH, the security created by or pursuant to this deed is immediately enforceable and AIL and/or any Receiver may, without prejudice to any other rights available to AIL in respect of the Secured Obligations or to any other Security held for or in respect of the Secured Obligations:
 - (i) dispose of the Shares or any part thereof in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as AIL considers appropriate; and/or
 - (ii) implement the resignations of the incumbent directors of Aviva HK and appoint AIL's nominees in their stead and/or, if it has not already done so, effect the transfer of the Shares into its name or the name of its nominees or any other persons and/or without liability on the part of AIL in the event of loss, act in all respects as the beneficial owner of the Shares and assume the management and control of Aviva HK; and/or
 - (iii) apply all dividends, distributions and other monies paid on or derived from the Shares as directed by AIL; and/or
 - (iv) dispose of all or any of AIL's other rights under this deed for such consideration (whether payable or deliverable immediately or by instalments) and in such manner as AIL considers appropriate.
- (b) For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by the CPO and all other enforcement powers conferred by this deed shall be immediately exercisable at any time referred to in paragraph (a) above.

12.3 Statutory Powers

- (a) The powers conferred on mortgagees or receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

- (b) The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by section 51 (Powers of mortgagee and receiver) and section 53 (Sale by mortgagee) of the CPO and the Fourth Schedule (Powers of mortgagee and receiver) to the CPO as varied and extended by this deed shall arise on the date of this deed, and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

12.4 Appointment of Receiver

At any time after this deed becomes enforceable in accordance with Clause 12.2 (Enforcement Powers), or if so requested by AGH, AIL may by writing under hand signed by any officer or manager of AIL, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

12.5 Exercise of Powers

All or any of the powers conferred upon mortgagees by the CPO as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by AIL without further notice to AGH at any time after this deed becomes enforceable in accordance with Clause 12.2 (Enforcement Powers), irrespective of whether AIL has taken possession or appointed a Receiver of the Charged Property.

13. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

13.1 Receiver as Agent

Each Receiver shall be the agent of AGH which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. AIL will not be responsible for any misconduct, negligence or default of a Receiver.

13.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the CPO, so that the powers set out in the Fourth Schedule to the CPO (to the extent not amended and/or varied under this deed) shall extend to every Receiver. In addition, notwithstanding any liquidation of AGH, each Receiver shall have power to:

- (a) to take possession of, get in and collect the Charged Property and to require payment to it of all dividends, distributions and other monies paid on or derived from the Shares;
- (b) to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Property to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);
- (c) to borrow or raise money either unsecured or on the security of the Charged Property (either in priority to the charges created by this deed or otherwise);
- (d) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating to the Charged Property;
- (e) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Property or any business of AGH;

- (f) to redeem any security (whether or not having priority to the charges created by this deed) over the Charged Property and to settle the accounts of any person with an interest in the Charged Property;
- (g) to exercise and do (or permit AGH or any nominee of it to exercise and do) all such rights and things as AIL would be capable of exercising or doing if it were the absolute beneficial owner of the Charged Property; and
- (h) to do anything else it may think fit for the realisation of the Charged Property or incidental to the exercise of any of the rights conferred on a Receiver under or by virtue of the Facility Agreement to which AGH is party, the CPO, the Companies Ordinance and other applicable statutory provisions and common law,

and in each case may use the name of AGH and exercise the relevant power in relation to the Charged Property in any manner which he may think fit.

13.3 Removal of Receiver

AIL may by notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

13.4 Remuneration of Receiver

AIL may from time to time fix the remuneration of any Receiver appointed by it.

13.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

13.6 Discretions

Any liberty or power which may be exercised or any determination which may be made under this deed by AIL or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

14. APPLICATION OF ENFORCEMENT PROCEEDS

14.1 Order of Application

All proceeds of enforcement (whether cash or non-cash) received or recovered by AIL or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receivers in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by AIL (notwithstanding any purported appropriation by AGH) at its discretion.

14.2 Suspense Account

- (a) Until the Secured Obligations are paid in full, AIL may place and keep (for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or on account of AGH's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either AGH or AIL as AIL shall think fit) and the Receiver may retain the same for the period which he and AIL consider expedient

without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.

- (b) If the security created by this deed is enforced at a time when no amount is due under the Facility Agreement but at the time when amounts may or will become due, AIL (or Receiver) may pay any recoveries or other proceeds of enforcement into a suspense account.

14.3 Appropriation

Until all the Secured Obligations have been irrevocably paid in full and all facilities which give rise to the Secured Obligations have terminated, AIL may refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and AGH shall not be entitled to the benefit of the same.

15. PROTECTION OF THIRD PARTIES

15.1 No Obligation to Enquire

No purchaser from, or other person dealing with, AIL or any Receiver (or Delegate) shall be obliged or concerned to enquire whether:

- (a) the right of AIL or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

15.2 Receipt Conclusive

The receipt of AIL or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of AIL or any Receiver.

16. PROTECTION OF CHARGEES AND RECEIVER

16.1 No Liability

Neither AIL nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Facility Agreement.

16.2 Possession of Charged Property

Without prejudice to clause 16.1 (No Liability), if AIL or the Receiver or Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

16.3 Liability of AGH

AGH shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of AGH under this deed and the

charges contained in this deed shall not be impaired by any forbearance, unenforceability or invalidity of any other agreement or document, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by AIL, or by any other act, event or matter whatsoever whereby the liability of AGH (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

17. COST AND EXPENSES

17.1 AGH shall within ten (10) Business Days of demand pay and indemnify AIL in respect of all external documented expenses (including external legal fees subject to agreed caps) incurred by it:

- (a) in good faith in connection with the negotiation, preparation and execution of this deed;
- (b) in good faith in the execution or purported execution of any rights, powers or discretion in accordance with this deed;
- (c) in the perfection, preservation or enforcement of its rights under this deed;
- (d) on the release of any part of the Charged Property; or
- (e) in any consent or waiver required from AIL in relation to this deed.

AIL shall not be liable for any losses arising in connection with the exercise or purported exercise in good faith of any of AIL's rights, power and discretion under this deed except for any losses arising due to gross negligence or wilful misconduct of AIL.

17.2 Save in accordance with its right of deferral under clause 7 (Deferral of Interest and Annual Repayment Amount) of the Facility Agreement, any amounts payable by AGH under this deed will, if not paid when due, carry interest calculated at one per cent above the Interest Rate on the day of default for the period beginning on its due date and ending on the date of its receipt by AIL.

17.3 Stamp Taxes

AGH shall pay all stamp, registration and other taxes to which this deed, the Security or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify AIL or demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

17.4 Indemnity

AGH shall, notwithstanding any release or discharge of all or any part of the security, indemnify AIL, its attorneys and any Receiver against any action, proceedings, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by AGH of the provisions of this deed, the exercise or purported exercise of any of the rights and powers conferred on them by this deed or otherwise relating to the Charged Property.

17.5 Payments Free Of Deduction

All payments to be made to AIL under this deed shall be made free and clear of and without deduction for or on account of tax unless AGH is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by AGH in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or

withholding) a net sum equal to the sum which it would have received and so retained and no such deduction or withholding been made or required to be made.

18. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

18.1 Cumulative Powers

The powers which this deed confers on AIL and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. AIL or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of AIL and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

18.2 Amounts Avoided

If any amount paid by AGH in respect of the Secured Obligations are capable of being avoided or set aside on the liquidation or administration of AGH or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

18.3 Discharge Conditional

Any settlement or discharge between AGH and AIL shall be conditional upon no security or payment to AIL by AGH or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of AIL under this deed) AIL shall be entitled to recover from AGH the value which AIL has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

19. RULING OFF ACCOUNTS

If AIL receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for AGH in its books. If it does not do so then (unless it gives express notice to the contrary to AGH), as from the time it receives that notice, all payments made by AGH to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of AGH and not as having been applied in reduction of the Secured Obligations.

20. DELEGATION

AIL may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. AIL will not be liable or responsible to AGH or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

21. REDEMPTION OF PRIOR CHARGES

AIL may redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on AGH. AGH will on demand pay to AIL all principal monies and interest and all losses incidental to any such redemption or transfer.

22. SET-OFF

AIL may set off any matured obligation due from AGH under the Facility Agreement (to the extent beneficially owned by AIL) against any matured obligation owed by AIL to AGH, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, AIL may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23. ASSIGNMENT

23.1 Permitted Successors

This deed shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns.

23.2 Lender Successors

This deed shall remain in effect despite any amalgamation or merger (however effected) relating to AIL; and references to AIL shall include any assignee or successor in title of AIL and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of AIL under this deed or to which, under such laws, those rights and obligations have been transferred.

23.3 Disclosure

AIL shall be entitled to disclose such information concerning AGH or any other person and this deed as AIL considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

24. CURRENCY CLAUSES

24.1 Conversion

All monies received or held by AIL or any Receiver under this deed may be converted into any other currency which AIL considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency and any such conversion shall be effected at the applicable closing middle point spot rate of exchange quoted by Barclays Bank plc for the relevant currency at the time for obtaining such other currency with the fist currency.

24.2 No Discharge

No payment to AIL (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of AGH unless and until AIL has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, AIL shall have a further separate cause of action against AGH and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

25. MISCELLANEOUS

25.1 Certificates Conclusive

A certificate or determination of AIL as to any amount payable under this deed will be conclusive and binding on AGH, except in the case of manifest error or wilful default.

25.2 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

25.3 Covenant to Release

Once all the Secured Obligations have been paid in full and AIL has no any actual or contingent liability to advance further monies to or provide other financial accommodation to AGH under the Facility Agreement, AIL shall, at the request and cost of AGH, take any action which may be necessary to release the Charged Property from the security constituted by this deed.

25.4 No Waiver

No failure to exercise, nor any delay in exercising, on the part of AIL, any right or remedy under this deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this deed or the Facility Agreement. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy of AIL. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

26. GOVERNING LAW AND JURISDICTION

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation shall be governed by and construed in accordance with Hong Kong law.
- (b) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (d) This clause 26 is for the benefit of AIL only. As a result AIL shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, AIL may take concurrent proceedings in any number of jurisdictions.

27. SERVICE OF PROCESS

27.1 Without prejudice to any other mode of service allowed under any relevant law, AGH:

- (a) irrevocably appoints Aviva HK as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with this deed; and
- (b) agrees that failure by an agent for service of process to notify AGH of the process will not invalidate the proceedings concerned.

27.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, AGH must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to AIL. Failing this, AIL may appoint another agent for this purpose.

IN WITNESS whereof this deed has been signed on behalf of AIL and duly executed and delivered as a deed by AGH on the date first above written.

SCHEDULE 1

Shares

1,055,000,000 fully paid-up ordinary shares of HK\$1 each in Aviva Life Insurance Company Limited (英保華人壽保險有限公司)

SCHEDULE 2

Form of Instrument of Transfer and Form of Bought and Sold Notes

Part 1 – Form of Instrument of Transfer

INSTRUMENT OF TRANSFER

We, Aviva Group Holdings Limited (the "Transferor") of St Helen's, 1 Undershaft, London EC3P 3DQ for good and valuable consideration received do hereby transfer to _____ (the "Transferee") the _____ shares (the "Shares") standing in our name in the Register of Members of Aviva Life Insurance Company Limited (英傑華人壽保險有限公司) (a company incorporated in Hong Kong with registered number 0706970) to hold unto the said Transferee, its executors, administrators or assigns, subject to the several conditions upon which we hold the same at the time of execution hereof. And we the said Transferee do hereby agree to take the Shares subject to the same conditions.

Dated: _____

Aviva Group Holdings Limited

Transferor

Signed by

Name

Name of Witness:

Address:

Transferee

Signed by

Name

Name of Witness:

Address:

Part 2 – Form of Bought and Sold Notes

BOUGHT AND SOLD NOTES

BOUGHT NOTE

Name of Vendor (Transferor): **Aviva Group Holdings Limited**

Address: St Helen's, 1 Undershaft, London EC3P 3DQ

Occupation:

Name of Company in which the shares to be transferred: **Aviva Life Insurance Company Limited (英傑華人壽保險有限公司)**

Number of Shares:

Consideration:

For and on behalf of:

Name of Transferee:

(Transferee)

Dated the _____ day of _____

SOLD NOTE

Name of Purchaser (Transferee):

Address:

Occupation:

Name of Company in which the shares to be transferred: **Aviva Life Insurance Company Limited (英傑華人壽保險有限公司)**

Number of Shares:

Consideration:

For and on behalf of:

Aviva Group Holdings Limited

(Transferor)

Dated the _____ day of _____

SCHEDULE 3

Form of Letter of Authority and Undertaking

To: Aviva Insurance Limited

[Date]

Dear Sirs

Aviva Life Insurance Company Limited (英傑華人壽保險有限公司)

I irrevocably authorise you or any of your officers to complete, date and put into effect the attached resolution and resignation letter both signed by me, in accordance with the provisions of the Share Charge relating to the Company dated [date] (the "**Share Charge**").

I also irrevocably undertake to vote in favour of any resolution approving that any Shares of the Company comprised in the Charged Property (as defined in the Share Charge) be registered in your name or in the name of your nominees and, after the security constituted by the Share Charge has become enforceable, in the name of any purchaser of those shares or its nominee.

This letter has been executed as a deed and is delivered as a deed on the date stated at the beginning of it.

Yours faithfully

SIGNED, SEALED AND DELIVERED as a deed)
by [*insert name of director*])
in the presence of:)

L.S.

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

SCHEDULE 4

Form of Resolutions

AVIVA LIFE INSURANCE COMPANY LIMITED (英傑華人壽保險有限公司) (THE "COMPANY")

WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS made pursuant to Article 18(c) of the Articles of Association of the Company

TRANSFER OF SHARES

IT IS RESOLVED that the following transfers be approved, subject to stamping and that the Share Certificates be issued under the Common Seal of the Company in favour of the transferees:

Transferor(s)	Transferee(s)	No. of Shares
Aviva Group Holdings Limited		

Dated: _____

[Director]

[Director]

SCHEDULE 5

Form of Resignation Letter

Date:

The Board of Directors

AVIVA LIFE INSURANCE COMPANY LIMITED (英傑華人壽保險有限公司) (the "Company")

Dear Sirs,

I hereby tender my unconditional and irrevocable resignation as director of the Company with effect from the date of this letter. I confirm that:

1. I have no claims whatsoever against the Company on any account (whether for compensation, for loss of office, for accrued remuneration or for fees or otherwise howsoever); and
2. there is no outstanding agreement or arrangement with the Company under which the Company has or would have any obligation to me whether now or in the future or under which I would derive any benefit.

SIGNED, SEALED AND DELIVERED as a deed
by *[insert name of director]*
in the presence of:

)
)
)

L.S.

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

SIGNATORIES TO THE SHARE CHARGE

AGH

EXECUTED and DELIVERED as a deed
For and on behalf of
AVIVA GROUP HOLDINGS LIMITED
in the presence of:

L.S.

K. Bailey
Signature of authorised signatory **ATTORNEY**

Name of authorised signatory: **ATTORNEY**
KATHRYN BAILEY

Jonathan Price
Signature of witness

Name of witness:

JONATHAN PRICE

Address of witness:

ST HELEN'S, 1 UNDERSHAFT
LONDON EC3P 3DQ

Occupation of witness:

SOLICITOR

Notice Details

Address: St Helen's, 1 Undershaft, London EC3P 3DQ

Attention: the Company Secretary

SIGNATORIES TO THE SHARE CHARGE

AIL

AVIVA INSURANCE LIMITED



By: CLARE VALENTINE
Title: AUTHORIZED SIGNATORY

Notice Details

Address: Pitheavlis, Perth PH2 ONH

E-mail: the Company Secretary