



**Registration of a Charge**

Company Name: **AVIVA GROUP HOLDINGS LIMITED**

Company Number: **01555746**



Received for filing in Electronic Format on the: **02/02/2024**

XCW1SC01

**Details of Charge**

Date of creation: **29/01/2024**

Charge code: **0155 5746 0019**

Persons entitled: **J.P. MORGAN SECURITIES LLC**

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: **ARTHUR COX**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1555746

Charge code: 0155 5746 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2024 and created by AVIVA GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2024 .

Given at Companies House, Cardiff on 5th February 2024

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**

**THIS SECURITY DOCUMENT is made on 29 January 2024**

**BETWEEN**

- (1) J.P. Morgan Securities LLC ("JPMS"); and
- (2) **AVIVA GROUP HOLDINGS LIMITED**, a company incorporated in England and Wales with company number 01555746 and having its registered office at St Helen's, 1 Undershaft, London, EC3P 3DQ ("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 13 May 2016 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 subject to the Agreement 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 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 pursuant to the Agreement 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 in the Account, (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 pursuant to the Agreement 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 Collateral 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 Collateral and such Non-Financial Collateral 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 Collateral (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 Collateral 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 Collateral 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.

**AVIVA GROUP HOLDINGS LIMITED**

By: 

Name: D. SANDENS

Title: Authorized Signatory

Contact Details:

Address:

Facsimile Number:

E-mail Address:

Telephone Number:

**J.P. MORGAN SECURITIES LLC**

By: 

Name: Constantine Manoussis

Title: Executive Director Assistant General Counsel