



**Registration of a Charge**

Company name: **SCOTTISH WIDOWS LIMITED**

Company number: **03196171**



X8EMVKP5

Received for Electronic Filing: **23/09/2019**

---

**Details of Charge**

Date of creation: **02/09/2019**

Charge code: **0319 6171 0025**

Persons entitled: **AVIVA INVESTORS PENSIONS LIMITED**

Brief description:

**Contains floating 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: **KAREN JOANNE MCKAY**



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

Company number: 3196171

Charge code: 0319 6171 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2019 and created by SCOTTISH WIDOWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2019 .

Given at Companies House, Cardiff on 24th September 2019

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**

## **DEED OF CHARGE**

**Aviva Investors Pensions Limited  
as Chargor**

**Scottish Widows Limited  
as Reinsured**

~~August~~ 2019  
*2nd September*



## **CONTENTS**

1	Interpretation	1
2	Covenant to Pay Secured Amounts	2
3	Creation of Floating Charge and Crystallisation	2
4	Representations and Warranties	3
5	Negative Pledge and Ranking	3
6	Stock Lending and Borrowing and Repurchase Transactions	4
7	Continuance of Security; Redemption	4
8	Reinsured's Undertaking	4
9	Additional Security	5
10	Third Party Rights	5
11	Forbearance and Illegality	5
12	Variations	5
13	Demands, Notices Etc.	5
14	Governing Law and Jurisdiction	6



THIS DEED OF CHARGE made on 2 <sup>September</sup>~~August~~ 2019

**BETWEEN:**

- (1) **Aviva Investors Pensions Limited** a company incorporated under the laws of England and Wales with registered number 01059606 whose registered office is at 1 Poultry, London EC2R 8EJ (the "**Chargor**"); and
- (2) **Scottish Widows Limited** a company incorporated under the laws of England and Wales with registered number 3196171 whose registered office is at 25 Gresham Street, London EC2V 7HN (the "**Reinsured**").

**WITNESSES** as follows:

**1 Interpretation**

---

- 1.1 In this Deed, except insofar as the context otherwise requires, the following words and expressions shall have the meanings set out below:
- "Business Day"** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;
- "Charged Property"** means the Long-Term Insurance Assets of the Chargor from time to time, and includes any part of them;
- "INSPRU"** means the Prudential sourcebook for insurers forming part of the Financial Services Authority's Handbook of Rules and Guidance made pursuant to the Financial Services and Markets Act 2000, as varied from time to time;
- "Insurance Debts"** has the meaning attributed to that expression by Regulation 2 of the RWU Regulations;
- "Long-Term Insurance Assets"** means the whole of the long-term insurance assets of the Chargor as that term is defined in INSPRU 1.5.21R;
- "Perfection Requirements"** means the making of the appropriate registrations of this Deed with the Registrar of Companies, the Land Registry and/or the Land Charges Registry (as applicable);
- "Permitted Encumbrance"** means any prior, contemporaneous or future Security Interest created by the Chargor in the ordinary course of business which is subordinate to or ranks pari passu with the Security Interest created by this Deed;
- "Reinsurance Contracts"** means reinsurance contracts written by the Chargor which are regulated as contracts of long term insurance as that term is defined in Article 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
- "RWU Regulations"** means the Insurers (Reorganisation and Winding Up) Regulations 2004;
- "Secured Amounts"** means all money, debts and liabilities now and in the future due, owing or incurred in any manner to the Reinsured by the Chargor under or in connection with the Reinsurance Contracts, whether actually, prospectively or contingently;
- "Security Interest"** means any right or interest arising out of:
- (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest of any kind, howsoever created or arising;

- (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or flawed asset arrangement or right of set-off;
- (c) any other agreement or arrangement of any kind having the same or a similar commercial or economic effect as security; and
- (d) any agreement for any of the foregoing; and

"VAT" means valued added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

**1.2 Interpretation:** Unless the context otherwise requires, in this Deed:

- 1.2.1 references to any party shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees;
- 1.2.2 "**assets**" includes present and future properties, revenues and rights of every description;
- 1.2.3 "**including**" and "**in particular**" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing";
- 1.2.4 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 1.2.5 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.6 "**variation**" includes any variation, amendment, accession, novation, restatement (however fundamental and whether or not more onerous), modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "**vary**" and "**varied**" shall be construed accordingly;
- 1.2.7 subject to clause 12 (Variations), references to this Deed or to any other document include references to this Deed or such other document as varied in any manner from time to time; and
- 1.2.8 the singular shall include the plural and vice versa; any gender shall include the other genders; clauses shall be construed as references to clauses of this Deed.

**1.3 Statutes:** Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force.

**1.4 Headings:** Headings in this Deed are inserted for convenience and shall not affect its interpretation.

**2 Covenant to Pay Secured Amounts**

The Chargor hereby covenants that it will pay or discharge when due to the Reinsured all Secured Amounts owing by it to the Reinsured in accordance with the terms of all relevant Reinsurance Contracts.

**3 Creation of Floating Charge and Crystallisation**

**3.1** As continuing security for the payment or discharge of the Secured Amounts, the Chargor hereby charges to the Reinsured by way of floating charge all its right to and title in the Charged



Property, provided that, unless and until all Insurance Debts of the Chargor have been fully discharged, the amount recoverable under this Deed shall not exceed such amount (up to the Secured Amounts) as the Reinsured would have been entitled to receive from the Chargor if the Secured Amounts had been unsubordinated Insurance Debts of the Chargor and had not been hereby secured.

- 3.2 The Reinsured shall not take or threaten to take any corporate action, legal proceeding or other procedure or step to appoint, or apply for the appointment of, an administrative receiver, receiver, administrator, liquidator, trustee, custodian or other similar official in connection with this Deed before crystallisation of the charge as contemplated by clause 3.3.
- 3.3 The floating charge shall only crystallise into a fixed charge over all the Charged Property immediately prior to the appointment of an administrator, liquidator, provisional liquidator, receiver, scheme administrator or other insolvency office holder (including but not limited to such persons in foreign jurisdictions) in respect of APL.
- 3.4 The Reinsured shall not be entitled to enforce the security created by clause 3.1 prior to crystallisation of the same under clause 3.3, whether on the basis of a breach of an implied licence to deal or for any other reason whatsoever.
- 3.5 The Reinsured undertakes promptly upon notice by the Chargor to enter into such absolute and unconditional releases and to take such steps as are reasonably necessary to effect the sale or realisation of all or any of the Charged Property to enable a distribution to be made to the creditors of the Chargor, having regard to clause 3.1.

#### **4 Representations and Warranties**

The Chargor represents and warrants to the Reinsured on the date of this Deed that:

- 4.1 it has the capacity and power to execute and deliver this Deed and to perform its obligations under it and has taken all necessary action to authorise such execution, delivery and performance;
- 4.2 the persons signing this Deed on its behalf are duly authorised to do so on its behalf;
- 4.3 it has obtained all authorisations of any governmental or regulatory body required in connection with the execution, delivery and performance of this Deed and such authorisations are in full force and effect save for the Perfection Requirements;
- 4.4 the execution, delivery and performance of this Deed does not, and will not, violate any law or regulation applicable to it;
- 4.5 it is acting as a principal in entering into this Deed and performing its obligations hereunder; and
- 4.6 it has the right to charge the Charged Property in favour of the Reinsured under this Deed.

#### **5 Negative Pledge and Ranking**

- 5.1 Until the security hereby created shall have been discharged in full, the Chargor shall not create, purport to create or permit to subsist any Security Interest on or over the Charged Property or any part of it, except for any Permitted Encumbrance.
- 5.2 The floating charge hereby created shall rank pari passu with any prior or contemporaneous floating charge that secures liabilities incurred by the Chargor under or in connection with Reinsurance Contracts with other reinsureds.

## **6 Stock Lending and Borrowing and Repurchase Transactions**

It is hereby agreed, for the avoidance of doubt, that the Chargor may, in the ordinary course of business, enter into any agreement for the transfer of securities, financial instruments, money and/or other assets by way of a stock lending or borrowing, repurchase arrangement or sale and buy-back, and perform its obligations under any such agreement.

## **7 Continuance of Security; Redemption**

7.1 Without prejudice to the generality of clause 2 (Covenant to pay Secured Amounts), the charge, covenants and provisions contained in this Deed shall remain in force as a continuing security to the Reinsured, notwithstanding any intermediate payment, discharge in whole or in part or any other act, event or matter whatsoever, except only the execution by the Reinsured of an absolute and unconditional release by deed under English law.

7.2 In the event that:

- 7.2.1 the Secured Amounts are repaid and discharged in full and the Chargor has no further obligation (whether actual, prospective or contingent) in relation to any Reinsurance Contract with the Reinsured;
- 7.2.2 the Reinsurance Contracts written by the Chargor in favour of the Reinsured are terminated;
- 7.2.3 the parties obtain independent legal advice (the selection of which shall be agreed by both parties) that the security created by clause 3.1 is no longer necessary or valid following an actual or proposed amendment to, change in or introduction of any law, regulation, treaty or ruling including but not limited to amendment to or change in the RWU Regulations, in each case which occurs or is proposed after the date of this Deed; or
- 7.2.4 the granting or continuing existence or failure to redeem the security constituted by this Deed contravenes or is, in the opinion of the Chargor acting reasonably, undesirable in terms of the rules or regulations of any applicable regulatory authority from time to time;

the Chargor shall be entitled to redeem the security constituted by this Deed and to require the Reinsured to effect a full release and discharge of it, including performing all such deeds, acts and things as are necessary to release the Charged Property from the security created by this Deed.

## **8 Reinsured's Undertaking**

If the Reinsured is notified in advance in writing that a meeting of creditors of the Chargor is to be convened or held for the purposes of approving a proposal for a scheme of arrangement under section 896 Companies Act 2006 or for a voluntary arrangement under Part 1 of the Insolvency Act 1986 in respect of the Chargor, the Reinsured undertakes that it will agree to be bound by the proposal and (to the extent necessary to give effect to the intention of this clause) to release the security constituted by this Deed, provided that:

- 8.1 the proposal has the effect of ensuring that the Reinsured will receive the amount recoverable under this Deed up to the limit specified in clause 3.1; and
- 8.2 if (but only if) the Reinsured had notified the Chargor at or prior to the meeting that the Reinsured opposed the proposal, the proposal would have been passed by the requisite majority(ies) even if the Reinsured had been entitled to vote on the proposal in respect of the Secured Amounts as an Insurance Debt and had voted against the proposal in respect of that amount.

## **9 Additional Security**

The charge contained in this Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other Security Interest, right of recourse or other right whatsoever which the Reinsured may now or in the future hold or have (or would apart from this Deed hold or have) as regards the Chargor or any other person in respect of the Secured Amounts, whether by virtue of contract, statute or otherwise.

## **10 Third Party Rights**

No person other than a party to this Deed shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Deed, but without prejudice to any right or remedy of the third party which may exist or be available apart from that Act.

## **11 Forbearance and Illegality**

**11.1 Delay etc:** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Reinsured exercising, delaying in exercising or omitting to exercise any of them.

**11.2 Illegality, invalidity, unenforceability:** Any provision of this Deed which is or becomes illegal, invalid or unenforceable under any law of any jurisdiction shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed or the legality, invalidity or unenforceability of such provision under the law of any other jurisdiction.

## **12 Variations**

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Chargor and the Reinsured.

## **13 Demands, Notices Etc**

**13.1 Demands:** A demand for payment or other demand or notice to the Chargor under this Deed shall be made or given by any director or officer of the Reinsured in accordance with clause 12.2.

**13.2 Addresses for notice and deemed service:** Each party shall notify to the other party an authorised address in the United Kingdom for the purpose of this clause and the first such authorised address for each party shall be the address stated in clause 12.4. Any demand, notice, consent or approval or other communication to be given under this Deed shall be in writing and shall either be delivered personally or sent by pre-paid first class post to the relevant party's address stated in clause 12.4 (or such other address (in in the United Kingdom) as is notified in writing from time to time by such party to the other party in accordance with the requirements of this clause). Subject to clause 12.3, any such notice shall be effective upon receipt and shall be deemed to have been received:

13.2.1 if delivered personally, at the time of delivery; and

13.2.2 if sent by pre-paid first class post, at noon two Business Days following the day of posting.

**13.3 Receipt outwith Business Hours:** If any demand, notice, consent or approval or other communication is received after 5 pm in the place of receipt or on a non-Business Day it will be deemed to have been received at 9 am on the next Business Day for the purposes of this Deed.

**13.4 Addresses for service:** For the purposes of this clause the authorised address and facsimile number of each party shall be the address set out below:

13.4.1 **Chargor:**

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

13.4.2 **Reinsured:**

Address: 69 Morrison Street  
Edinburgh EH3 8BW

Attention: Insurance & Wealth Company Secretariat

**14 Governing Law and Jurisdiction**

14.1 **Governing law:** This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

14.2 **Jurisdiction of English courts:**

14.2.1 The English courts 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 or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute").

14.2.2 The parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

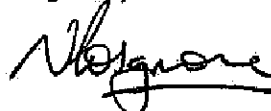
**THIS DEED** has been delivered on the date stated at the beginning of this Deed.

SIGNED as a Deed by )

AVIVA INVESTORS PENSIONS LIMITED )

acting by an authorised signatory )

Authorised Signatory:

  
N. COSGROVE.

Before this witness:

Name:

Joyce Ooi

Address:

Aviva Investors


Signature:

St. Helen's, 1 Undershaft  
London, EC3P 3DQ

 6

Aviva Investors: Confidential

SIGNED as a Deed on behalf of  
**SCOTTISH WIDOWS LIMITED**  
acting by an authorised signatory  
Authorised Signatory:

)  
)   
)  
GAVIN STEWART.

Before this witness:

Name:

DEBORAH COSKER

Address:

Signature:

LBGT 69 MORRISON ST.  
EDINBURGH EH3 8BW  
Deborah Cosker.

