



Registration of a Charge

Company Name: **HOWDEN BROKING GROUP LIMITED**

Company Number: **06249799**



XB2ENY3M

Received for filing in Electronic Format on the: **21/04/2022**

Details of Charge

Date of creation: **21/04/2022**

Charge code: **0624 9799 0030**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION**

Brief description: **N/A**

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6249799

Charge code: 0624 9799 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2022 and created by HOWDEN BROKING GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2022 .

Given at Companies House, Cardiff on 28th April 2022

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**

DATED 21 April 2022

**(1) HOWDEN BROKING GROUP LIMITED
as Pledgor**

-and-

**(2) THE SECURED PARTIES
as Secured Parties**

- and –

**(3) WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent**

**SECOND PRIORITY PLEDGE
AGREEMENT**

**relating to 95 per cent shares of Howden
Insurance Brokers AB**

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	4
2	PLEDGE; RELATIONSHIP TO OTHER SECURITY AND LIMITATIONS	5
3	PERFECTION	6
4	RELEASE.....	7
5	DIVIDENDS AND VOTING.....	8
6	WAIVERS BY THE PLEDGOR; REINSTATEMENT	9
7	ENFORCEMENT	10
8	REPRESENTATIONS AND WARRANTIES.....	11
9	THE COLLATERAL AGENT	11
10	LIMITATION OF LIABILITY AND FORCE MAJEURE	11
11	RIGHTS CUMULATIVE; WAIVERS	12
12	FURTHER ASSURANCE.....	12
13	INDEMNITIES.....	12
14	POWER OF ATTORNEY	13
15	ASSIGNMENT AND AMENDMENT	13
16	NOTICES.....	13
17	COUNTERPARTS	14
18	GOVERNING LAW AND SUBMISSION TO JURISDICTION.....	14
	APPENDIX 3 (A) – FORM OF NOTICE TO FIRST LIEN COLLATERAL AGENT.....	17
	APPENDIX 3 (B) – FORM OF NOTICE TO COMPANY.....	19
	APPENDIX 5 (E) – FORM OF POWER OF ATTORNEY	21

THIS SECOND PRIORITY SHARE PLEDGE AGREEMENT (the "**Pledge Agreement**") is made on 21 April 2022

BY AND AMONG:

- (1) **HOWDEN BROKING GROUP LIMITED**, a company organised under the laws of the United Kingdom with reg. no 6249799 having its registered address at 16 Eastcheap, London EC3M 1BD, United Kingdom (the "**Pledgor**");
- (2) **THE SECURED PARTIES**, each of whom is represented by Wilmington Trust, National Association acting as Collateral Agent in the capacity of attorney for each such Secured Party in any matter relating to or arising out of this Pledge Agreement; and
- (3) **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a company organised under the laws of the United States (the "**Collateral Agent**").

WHEREAS:

- (A) Pursuant to a second lien credit agreement dated 1 October 2021 (as amended pursuant to the First Amendment thereto dated on or about the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "**Credit Agreement**") and made by and among HGH Finance Limited, a company organized under the laws of England and Wales (as the company substituted for Howden Group Holdings Limited (f/k/a Hyperion Insurance Group Limited), "**HGH**"), HIG Finance 2 Limited, a company organized under the laws of England and Wales (together with its permitted successors and assigns, the "**Borrower**"), the Lenders (as defined in the Credit Agreement), Wilmington Trust, National Association, as administrative agent for the Credit Facilities (in such capacity, including any successor thereto, the "**Administrative Agent**"), and Wilmington Trust, National Association, as collateral agent (in such capacity, the "**Collateral Agent**"), the Lenders have agreed to make certain term loans, incremental facilities, and refinancing term loan facilities to the Borrower as set out in Section 2.01 and 2.02 of the Credit Agreement.
- (B) The Pledgor is the owner of ninety five (95) per cent of the issued and outstanding shares in Howden Insurance Brokers AB, a company organised under the laws of Sweden with registered number 556409-4323 (the "**Company**").
- (C) The Pledgor has pursuant to a share pledge agreement dated 29 April 2015 (the "**First Priority Share Pledge Agreement**") created a first priority security over the Pledged Assets (as defined below) (the "**First Lien Security**") in favour of the Secured Parties (as defined in the First Priority Share Pledge Agreement) represented by the First Lien Collateral Agent (as defined below).
- (D) The First Lien Security shall rank ahead of the security created under this Pledge Agreement until released in accordance with the terms and provisions of the First Priority Share Pledge Agreement.
- (E) The Pledgor has, subject to the First Priority Share Pledge Agreement, agreed to provide collateral to the Secured Parties from time to time, represented by the Collateral Agent, to

secure the Secured Obligations, on the terms and subject to the conditions set out in this Pledge Agreement and in each case subject to the terms of the Credit Agreement.

- (F) The Pledgor and the Collateral Agent have agreed to enter into this Pledge Agreement as a replacement for the second priority pledge agreement entered into between the Pledgor and the Collateral Agent on 3 December 2021 (the "**Prior Security Agreement**"). For the avoidance of doubt, this Pledge Agreement supersedes and replaces the Prior Security Agreement in all respects, and the security interest created over the Pledged Assets in favour of the Secured Parties under the Prior Security Agreement is not released at any point but continues to be pledged and merely the underlying Prior Security Agreement is replaced by this Pledge Agreement.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

- (a) Terms not otherwise defined in this Pledge Agreement (including the introduction and preamble hereof) shall have the meaning given to them in the Credit Agreement.
- (b) In addition to other names and terms defined throughout this Pledge Agreement, the following capitalised terms shall have the following meanings:

"**Articles of Association**" means the articles of association (Sw. *Bolagsordning*) of the Company;

"**Enforcement Event**" means (i) the occurrence of an Event of Default pursuant to Section 7.01(b), (c), (g) or (h) of the Credit Agreement and for as long as it is continuing or, (ii) the occurrence of any other Event of Default and for as long as it is continuing and the Loans then outstanding have been accelerated pursuant to Section 7.01 of the Credit Agreement;

"**First Lien Collateral Agent**" means Morgan Stanley Senior Funding Inc. as the Collateral Agent under (and as defined in) the First Priority Share Pledge Agreement;

"**First Lien Security Discharge Date**" means the date on which the security under the First Priority Share Pledge Agreement has been irrevocably and unconditionally released and discharged in full pursuant to Section 4 (*Release*) of the First Priority Share Pledge Agreement;

"**Pledged Assets**" means the Shares and the Related Rights and any proceeds from the realisation or application of the Pledged Assets;

"**Related Rights**" means any and all rights which derive from the Shares including, but not limited to, any rights to receive dividends, rights to bonus shares, newly issued shares or convertible debentures, or options or warrants or any other right granted to any holder of the Shares or any third party;

"**Secured Obligations**" shall mean Obligations as such term is defined in the Credit Agreement;

"Secured Parties" shall have the meaning ascribed to it in the Credit Agreement;

"Security Period" shall mean from the date of this Pledge Agreement up to and including the Termination Date;

"Share Certificates" means the share certificates (Sw. *aktiebrev*) evidencing and representing the Shares; and

"Shares" means 950 shares issued by the Company at the date hereof as evidenced by the Share Certificates being 950 shares and all other shares or other securities issued by the Company from time to time and owned by the Pledgor.

(c) This Pledge Agreement is designated a Loan Document under the Credit Agreement.

(d) In this Pledge Agreement:

- (i) headings are for convenience of reference only and are not intended to restrict, affect or influence the interpretation or construction of provisions of any one Clause of this Pledge Agreement;
- (ii) where a word or expression is given a meaning, interpretation or construction in this Pledge Agreement, its other grammatical forms will have the same meaning, interpretation or construction;
- (iii) a reference to a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (iv) a reference to a party to this Pledge Agreement includes such party's successors in title and permitted transferees and assigns;
- (v) all provisions are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of this Pledge Agreement under the law of any jurisdiction shall not affect the validity or enforceability of such provision under the law of any other jurisdiction, nor the legality, validity or enforceability of any other provision of this Pledge Agreement; and
- (vi) any reference to "this Pledge Agreement", the "Credit Agreement", any other "Loan Document" or any other agreement or instrument is a reference to this Pledge Agreement, the Credit Agreement, that other Loan Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Borrower or Guarantor or provides for further advances).

2 PLEDGE; RELATIONSHIP TO OTHER SECURITY AND LIMITATIONS

- (a) The Pledgor hereby irrevocably and unconditionally pledges with second priority, and subject only to the First Priority Share Pledge Agreement, to the Collateral Agent and each of the Secured Parties (being represented by the Collateral Agent), all

rights, title and interest in and to the Pledged Assets as security for the due performance and discharge of the Secured Obligations.

- (b) The pledge created hereunder shall be in addition to and independent of any other pledge, guarantee, or other security given or otherwise created in respect of the Secured Obligations.
- (c) The pledge created by this Pledge Agreement shall constitute continuing security for the Secured Obligations and shall not be deemed discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations and shall be binding until all the Secured Obligations have been finally paid and discharged in full.
- (d) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Pledge Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Credit Agreement Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and in accordance with and to the extent set forth in the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Pledge Agreement, the terms of the Intercreditor Agreement shall govern.
- (e) In the event that security is provided by a party other than the Pledgor for the Secured Obligations, the Collateral Agent (acting upon the instructions of the Required Lenders) shall be entitled to determine the order in which it may obtain payment from such security. Furthermore, the Pledgor shall have no right by reason of the pledge made herein to any other security which the Collateral Agent and the Secured Parties may have obtained as security for the due fulfilment of the Secured Obligations.
- (f) The pledge created by this Pledge Agreement does not apply to any liability to the extent that it would result in the pledge constituting unlawful financial assistance within the meaning of any applicable provision under the law of the jurisdiction of incorporation of the Pledgor.

3 PERFECTION

- (a) Promptly after the execution of this Pledge Agreement, the Pledgor shall notify the First Lien Collateral Agent of the security created by this Pledge Agreement by sending a notice to the First Lien Collateral Agent substantially in the form set out in Appendix 3 (a) – *Form of Notice to First Lien Collateral Agent* and use its best efforts to procure that the First Lien Collateral Agent acknowledges its receipt of such notice as soon as reasonably practicable, but in any event within five (5) Business Days of service. Should the Company issue any shares in the future or should the Pledgor purchase any additional shares after the date hereof, the Pledgor

shall promptly deliver (i), if prior to the First Ranking Security Discharge Date, to the First Lien Collateral Agent any share certificates evidencing such new Shares duly endorsed in blank and notify the First Lien Collateral Agent of the security created by this Pledge Agreement by sending a notice to the First Lien Collateral Agent substantially in the form set out in Appendix 3 (a) – *Form of Notice to First Lien Collateral Agent* and use its best efforts to procure that the First Lien Collateral Agent acknowledges its receipt of such notice as soon as reasonably practicable, but in any event within five (5) Business Days of service, or (ii), if the First Lien Security Discharge Date has occurred, to the Collateral Agent any share certificates evidencing such new Shares duly endorsed in blank. The Pledgor shall procure that the Company registers such pledge created hereunder over such new Shares in the share register of the Company. The Share Certificates shall be held by the First Lien Collateral Agent on behalf of the Secured Parties and shall only be released in accordance with Clause 4 of the First Priority Share Pledge Agreement. Following the release under the First Priority Share Pledge Agreement the Share Certificates shall be held by the Collateral Agent on behalf of the Secured Parties and shall only be released in accordance with Clause 4 of this Pledge Agreement.

- (b) The Pledgor shall furthermore notify the Company of the second priority pledge over the Pledged Assets created by this Pledge Agreement by sending a notice to the Company in the form set out in Appendix 3 (b) – *Form of Notice to the Company*, and procure that the Company acknowledges receipt of such notice and records the second priority pledge created hereunder in the share register of the Company.
- (c) The Pledgor shall furthermore immediately upon release of the First Lien Security and upon receiving any Share Certificates delivered by it to the First Lien Collateral Agent, procure the deposit with the Collateral Agent of (i) the Share Certificates (duly endorsed in blank) (in case that the First Lien Collateral Agent fails to deliver the Share Certificates in accordance with the notice as set out in Appendix 3 (a) – *Form of Notice to First Lien Collateral Agent*) and (ii) any other documents of ownership in relation to the Shares and the Related Rights.
- (d) Upon the issue of any Related Rights, the Pledgor shall promptly deliver (i), if prior to the First Ranking Security Discharge Date, to the First Lien Collateral Agent or procure the delivery to the First Lien Collateral Agent of all relevant documents of title in respect of such Related Rights together with such other documents as the First Lien Collateral Agent in its absolute discretion may consider appropriate or (ii), if the First Lien Security Discharge Date has occurred, to the Collateral Agent or procure the delivery to the Collateral Agent of all relevant documents of title in respect of such Related Rights together with such other documents as the Collateral Agent (acting upon the instructions of the Required Lenders) may consider appropriate.

4 RELEASE

At the end of the Security Period or, if applicable, in accordance with Section 9.19 (*Release of Liens*) of the Credit Agreement, the Collateral Agent shall at the request of the Pledgor and

subject to the Collateral Agent being indemnified in respect of its costs, release the pledge over the Pledged Assets and execute such documents and do such other things that may be necessary to release the pledge created hereunder.

5 DIVIDENDS AND VOTING

- (a) Except as provided below and subject to any other restrictions of the Loan Documents, the Pledgor shall during the term of this Pledge Agreement have the right to receive any and all dividends and other distributions deriving from the Pledged Assets. Following the occurrence of an Event of Default which is continuing, any and all dividends and other distributions deriving from the Pledged Assets shall be paid to the First Lien Collateral Agent (or as it may direct), provided that the First Lien Security Discharge Date has not yet occurred, and to the Collateral Agent thereafter (or as it may direct).
- (b) To the extent the Pledgor receives any payment in respect of the Shares in breach of this Pledge Agreement, any amount so received shall be held separated from the Pledgor's other assets as escrow (Sw. *redovisningsmedel*) funds and immediately be transferred to the First Lien Collateral Agent, provided that the First Lien Security Discharge Date has not yet occurred, and to the Collateral Agent thereafter.
- (c) During the term of this Pledge Agreement, the Pledgor shall have the right to vote for the Shares in a manner which does not adversely affect the validity or enforcement of the pledge created hereunder or the existence or value of the Shares or cause a Default to occur and further in accordance with Clause 5(d) below. Following the occurrence of an Event of Default which is continuing, and provided that the First Lien Security Discharge Date occurred, the Collateral Agent may exercise or direct the exercise of the voting and other rights in respect of the Shares in accordance with this Pledge Agreement.
- (d) Save as expressly permitted under the Loan Documents, the Pledgor shall not, without the prior written consent of the Collateral Agent (acting upon the instructions of the Required Lenders), vote for any resolution for:
 - (i) the alteration of the Articles of Association in relation to the Pledged Assets (and if such alteration shall not prejudice the interests of the Secured Parties and/or the Collateral Agent, the Collateral Agent's consent to such alteration shall not be unreasonably withheld);
 - (ii) the issue of any additional shares or Related Rights;
 - (iii) the purchase or redemption by the Company of any of its own shares;
 - (iv) the reduction of the share capital of the Company;
 - (v) any liquidation or winding-up of the Company, unless the liquidation or winding-up is required by mandatory legislation;

- (vi) any resolution for the commencement of insolvency proceedings or other similar proceedings which may adversely affect the validity, effectiveness or value of the pledge created hereunder; and
 - (vii) any other matter which in the Collateral Agent's (acting upon the instructions of the Required Lenders) reasonable opinion might prejudice this Pledge Agreement or adversely affect the value of the Pledged Assets to a material extent.
- (e) The Pledgor shall promptly upon the occurrence of the First Lien Security Discharge Date, but in any event within five (5) Business Days of the First Lien Security Discharge Date, issue to the Collateral Agent a separate power of attorney in the form set out in Appendix 5 (e) – *Form of Power of Attorney*, giving the Collateral Agent the exclusive right to exercise or cause to be exercised the voting rights or other shareholder rights pertaining to the Shares, provided that an Event of Default has occurred and is continuing. The power of attorney shall be renewed annually at the request of the Collateral Agent (acting upon the instructions of the Required Lenders).
- (f) Provided that the First Lien Security Discharge Date occurred, upon the occurrence of an Event of Default and for as long as it is continuing, the Collateral Agent may, at its own option and to the exclusion of the Pledgor, exercise all voting powers under the power of attorney issued pursuant to Clause (e).

6 WAIVERS BY THE PLEDGOR; REINSTATEMENT

- (a) The Pledgor hereby irrevocably and unconditionally undertakes to refrain from exercising any pre-emption rights under the Articles of Association or any other such similar right it has pursuant to any agreement or other instrument, in relation to or following the sale of the Pledged Assets or any part of them pursuant to this Pledge Agreement.
- (b) The obligations of the Pledgor and the rights of the Secured Parties and/or the Collateral Agent under this Pledge Agreement shall not be discharged, impaired or otherwise affected by:
- (i) any time granted to, or composition with, the Pledgor or any other person;
 - (ii) the taking, variation, exchange or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of the Pledgor or any other person or any non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (iii) any lack of powers, authority or dissolution or change in the status of the Pledgor or any other person;
 - (iv) any amendment to, or any variation, waiver, release or replacement of a Loan Document or any other document or security or any increase in or waiver or discharge of any of the Secured Obligations;

- (v) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
 - (vi) any discharge, reduction or other similar circumstance affecting any obligation of the Pledgor under a Loan Document resulting from any insolvency or liquidation proceedings or from any law or regulation.
- (c) If the Collateral Agent (acting upon the instructions of the Required Lenders) in its reasonable opinion determines that a payment by the Pledgor in respect of the Secured Obligations or any discharge by a Secured Party (whether in respect of the Secured Obligations or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (i) the liability of the Pledgor shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
 - (ii) the Collateral Agent and/or each Secured Party shall be entitled to recover the value or amount of that security or payment from the Pledgor, as if the payment, discharge, avoidance or reduction had not occurred.

7 ENFORCEMENT

- (a) Subject to the terms of the Intercreditor Agreement and the First Priority Share Pledge Agreement, upon an Enforcement Event, the Collateral Agent, acting on behalf of the Secured Parties, shall have the right to immediately enforce the pledge created under this Pledge Agreement in satisfaction of the Secured Obligations. Any subsequent curing of an Event of Default shall not in any way prejudice the enforcement or application of the Pledged Assets which had commenced whilst such Event of Default was continuing.
- (b) The Pledged Assets may be realised or applied by private or public sale or auction or in such other manner and on such terms as the Collateral Agent (acting upon the instructions of the Required Lenders) deems appropriate. Where reasonably practicable, the Collateral Agent shall give notice of such action to the Pledgor ten (10) Business Days before the exercise of any right under Clauses 7(a) and 7(b).
- (c) The provisions of Chapter 10, Paragraph 2 of the Swedish Code of Commerce (Sw. *Handelsbalken*) shall not apply to this Pledge Agreement or any enforcement or realisation whatsoever hereunder.
- (d) If the Collateral Agent, any Secured Party or any person which is member of the same corporate group as the Collateral Agent or any Secured Party purchases the Pledged Assets, or any part thereof, other than at a public auction, an independent valuation agency, appointed by the Stockholm Chamber of Commerce, shall be engaged as an expert to determine the value of the Pledged Assets (after enforcement has been completed). The Collateral Agent shall procure that any purchaser other than itself under this Clause 7(d) shall pay (in cash or other consideration) to the Collateral Agent the difference, if any, between such determined value and the price initially paid by such purchaser for the Pledged Assets or the part thereof The

Pledgor agrees that such valuation shall be conclusive evidence of the value of such Security Assets upon enforcement.

- (e) All monies received by the Collateral Agent in exercise of the rights, powers and remedies under this Pledge Agreement or by law shall, in accordance with Section 7.02 (*Application of Proceeds*) of the Credit Agreement, be applied to discharge in full the Secured Obligations. In case of enforcement prior to bankruptcy only, any balance remaining after all of the Secured Obligations have been finally discharged in full (including through expiration or upon their becoming non-applicable) shall immediately be transferred to the Pledgor.

8 REPRESENTATIONS AND WARRANTIES

The Pledgor hereby represents and warrants to the Administrative Agent, the Collateral Agent and each Lender that:

- (a) it is the sole owner of the Shares;
- (b) other than the First Lien Security and the prior security under the Prior Security Agreement (as replaced by this Agreement), it has not granted or created any other security, charge or encumbrance, over or any option, right of pre-emption, warrant or other right to subscribe for, purchase or otherwise acquire the Pledged Assets or any interest therein, or agreed, conditionally or unconditionally, to do so;
- (c) the Shares have been validly issued, fully paid and duly registered and constitute ninety five (95) per cent of the Company's issued share capital; and
- (d) neither the Pledgor nor the Company has issued, granted or entered into any agreements with regard to options, warrants or other rights of any kind representing a right to acquire, or an obligation to issue Shares or other equity interests in the Company.

9 THE COLLATERAL AGENT

The Collateral Agent is not obliged to do any of the following in respect of the Shares:

- (a) perform any obligation of the Pledgor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Pledgor;
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Pledgor may be entitled; or
- (e) exercise any rights to which it or the Pledgor may be entitled.

10 LIMITATION OF LIABILITY AND FORCE MAJEURE

- (a) Without limiting the generality of anything contained in the Credit Agreement or any other Loan Document, neither the Collateral Agent nor the Secured Parties shall

be liable to the Pledgor or any other person for any costs, losses, liabilities or expenses relating to the enforcement or realisation of the Pledged Assets or from any act, default, omission or misconduct of the Collateral Agent, or its officers, employees or agents in relation to the Pledged Assets or in connection with the Loan Documents except to the extent caused by their own gross negligence or wilful misconduct. No Secured Party shall be held responsible for any indirect damage.

- (b) Without limiting the generality of anything contained in the Credit Agreement or any other Loan Document, neither the Collateral Agent nor the Secured Parties shall be held responsible for any damage arising out of any Swedish or foreign legal enactment, or any measure undertaken by a Swedish or foreign public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Collateral Agent or the Secured Parties takes such measures, or is subject to such measures. Should there be an obstacle as described above for the Collateral Agent to take any action in compliance with this Pledge Agreement, such action may be postponed until the obstacle has been removed.

11 RIGHTS CUMULATIVE; WAIVERS

The rights of the Collateral Agent and the Secured Parties under this Pledge Agreement are cumulative, may be exercised as often as is considered appropriate and are in addition to any rights conveyed under general law. Any failure to exercise or delay in exercising any such rights (whether arising under this Pledge Agreement or general law) shall not operate as a waiver or variation of that or any other such right; and defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on the Collateral Agent's or the Secured Parties' behalf shall in any way preclude the exercise of any such right or constitute a suspension or any variation of any such right.

12 FURTHER ASSURANCE

The Pledgor shall in accordance with Section 5.10 (*Further Assurances; Additional Guarantors; Pledge of Additional Stock*) of the Credit Agreement from time to time, do and perform such other and further acts and execute and deliver any and all other further instruments as may be required by law or reasonably requested by the Collateral Agent in order to maintain and protect the respective rights and remedies of the Secured Parties and/or the Collateral Agent hereunder and to carry out and effect the intent and purposes of this Pledge Agreement. Any such additional documents or deliverables which are required pursuant to this Pledge Agreement shall not be more onerous on the Loan Parties than those initially required, except for any modifications which are required by local law or customary local practice.

13 INDEMNITIES

- (a) The Pledgor shall indemnify each of the Collateral Agent and the Secured Parties against any and all reasonable costs, losses, liabilities and expenses:

- (i) in good faith in the execution of any rights, powers or discretion in accordance with this Pledge Agreement;
 - (ii) in the preservation or enforcement of its rights under this Pledge Agreement; or
 - (iii) on the release of any part of the Pledged Assets from the security created by this Pledge Agreement.
- (b) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its reasonable and documented out-of-pocket expenses incurred hereunder to the extent provided in Section 9.05 of the Credit Agreement.
- (c) The parties hereto agree that the Collateral Agent shall be entitled to the benefits of, and the Pledgor shall have the indemnification obligations to the same extent as the Borrower as described in Section 9.05 of the Credit Agreement.
- (d) Notwithstanding anything herein to the contrary, the Collateral Agent shall be afforded all of the rights, powers, protections and immunities of the Collateral Agent set forth in Section 8 of the Credit Agreement, as if such rights, powers, protections and immunities were specifically set forth herein.

14 POWER OF ATTORNEY

Upon the occurrence of an Event of Default and as long as it is continuing and subject to the First Priority Share Pledge Agreement, the Pledgor (to the fullest extent permitted by applicable law) hereby irrevocably appoints the Collateral Agent as its attorney, with full power of substitution, to do any and all acts which the Pledgor is obliged by this Pledge Agreement to do, but in the reasonable opinion of the Collateral Agent has failed to do, and for the purpose of carrying out the purposes of this Pledge Agreement and to take any action and executing any instruments which the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes hereof. The power of attorney granted pursuant hereto and all authority conferred are granted and conferred solely to protect the interest of the Secured Parties in the Pledged Assets and shall not impose any duty upon the Collateral Agent to exercise any power. This appointment may not be revoked by the Pledgor until all Secured Obligation have been discharged in full.

15 ASSIGNMENT AND AMENDMENT

Assignments and amendments of any rights and obligations under this Pledge Agreement shall be made in accordance with Clause 9.04 (*Successors and Assigns*) of the Credit Agreement.

16 NOTICES

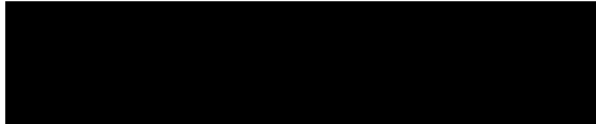
- (a) All notices and other communications pursuant to the terms and provisions hereof shall be in writing in English and become effective when delivered by hand or received by mail (postage prepaid), telex, or facsimile transmission addressed as follows:

(i) If to the Collateral Agent, at:

Wilmington Trust.

Wilmington Trust, National Association

1100 North Market Street, Wilmington, DE, 19890

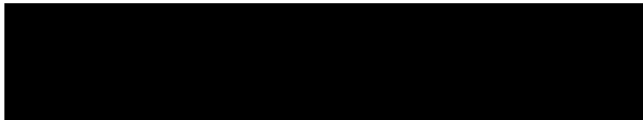


(ii) If to the Pledgor, at:

Howden Broking Group Limited

HGH Finance Limited,

One Creechurch Place, London EC3A 5AF United Kingdom,



with a copy (not serving as notice) to:

Weil Gotshal & Manges LLP

767 Fifth Avenue, New York

NY 10153

U.S.A.

and

Cirio Advokatbyrå AB

P.O. Box 3294

103 65 Stockholm

Sweden



or at any such other address as either party may specify to the other party hereto upon fifteen (15) days written notice.

17 COUNTERPARTS

This Pledge Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Pledge Agreement.

18 GOVERNING LAW AND SUBMISSION TO JURISDICTION

(a) This Pledge Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

- (b) Any dispute, controversy or claim arising out of or in connection with this Pledge Agreement shall be subject to the jurisdiction of the courts of Sweden. The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- (c) Clause (b) is for the benefit of the Collateral Agent and the Secured Parties only. To the extent permitted under applicable law, proceedings may thus be initiated against the Pledgor in any other court and in any number of jurisdictions.

EXECUTION PAGE

The Pledgor

HOWDEN BROKING GROUP LIMITED



Serge Thieriet

The Collateral Agent

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Collateral Agent

By: _____

Name:

Title:

The Secured Parties (being represented by the Collateral Agent)

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Collateral Agent

By: _____

Name:

Title:

EXECUTION PAGE

The Pledgor


HOWDEN BROKING GROUP LIMITED

By: _____

The Collateral Agent

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Collateral Agent


Name: Andrew Lennon

Title: Assistant Vice President

The Secured Parties (being represented by the Collateral Agent)

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Collateral Agent


Title: Assistant Vice President

Appendix 3 (a) – Form of Notice to First Lien Collateral Agent

Notice of Second Priority Pledge

To: MORGAN STANLEY SENIOR FUNDING, INC.

Dear Sirs or Madams,

We, Howden Broking Group Limited (the "**Pledgor**"), hereby give you notice that under a second priority pledge agreement dated 21 April 2022 and made between ourselves and Wilmington Trust, National Association (the "**Second Lien Collateral Agent**") (the "**Second Priority Share Pledge Agreement**") we have, subject to, where applicable, the first priority share pledge agreement entered into by the Pledgor and yourselves on 29 April 2015 (the "**First Priority Share Pledge Agreement**") in respect of all the Pledgor's rights and interests in, to and under certain Pledged Assets (as defined in the First Priority Share Pledge Agreement), for the purposes of creating a security interest, pledged the Pledged Assets (as defined in the Second Priority Share Pledge Agreement) to certain secured parties represented by the Second Lien Collateral Agent as a second priority security. A copy of the Second Priority Share Pledge Agreement is attached to this notice.

The Pledgor and the Second Lien Collateral Agent have agreed to enter into the Second Priority Pledge Agreement as a replacement for the second priority pledge agreement entered into between the Pledgor and the Second Lien Collateral Agent on 3 December 2021 (the "**Prior Security Agreement**"). For the avoidance of doubt, the Second Priority Share Pledge Agreement supersedes and replaces the Prior Security Agreement in all respects, and the security interest created over the Pledged Assets in favour of the Secured Parties under the Prior Security Agreement is not released at any point but continues to be pledged and merely the underlying Prior Security Agreement is replaced by the Second Priority Share Pledge Agreement.

We kindly request that you acknowledge your receipt hereof and confirm your agreement with the foregoing by executing and returning to the Second Lien Collateral Agent and us a copy of this notice.

Date:

Place:

HOWDEN BROKING GROUP LIMITED

Name:

Title:

Acknowledgement of Notice to First Lien Collateral Agent

To: HOWDEN BROKING GROUP LIMITED

Dear Sirs or Madams,

We (the "**First Lien Collateral Agent**") have acknowledged the second ranking security over the Pledged Assets constituted under the Prior Security Agreement and we hereby acknowledge the continuation of the security interest created thereunder and as replaced by the second ranking share security constituted by the attached pledge agreement (the "**Second Priority Pledge Agreement**") over the Pledged Assets (as defined in the Second Priority Pledge Agreement). Terms not otherwise defined in this acknowledgement shall have the meaning set out in the Second Priority Pledge Agreement. Further, the First Lien Collateral Agent acknowledges and agrees that the First Lien Collateral Agent shall upon the release of the First Lien Security, unless otherwise instructed by the Second Lien Collateral Agent, deposit with the Second Lien Collateral Agent (i) the Share Certificates (including for the avoidance of doubt any share certificates relating to any new Shares (if any)) and (ii) any interim share certificates or option certificates (if any) in relation to the Shares and the Related Rights then held by it pursuant to the terms of the First Priority Share Pledge Agreement.

Date:

Place:

MORGAN STANLEY SENIOR FUNDING, INC.

Name:

Title:

Appendix 3 (b) – Form of Notice to the Company

Notice of Second Priority Pledge

To: HOWDEN INSURANCE BROKERS AB

Dear Sirs or Madams,

This is to notify you that under a second priority pledge agreement dated on or about the date hereof and made between, inter alios, ourselves and Wilmington Trust, National Association as Collateral Agent (the "Second Lien Collateral Agent") (the "Pledge Agreement") we have pledged with second priority to the Secured Parties and the Collateral Agent (as defined in the Pledge Agreement) all our rights, title and interest in and to 95 per cent of the issued and outstanding shares of Howden Insurance Brokers AB (the "Company") owned by ourselves from time to time (the "Shares"), together with all rights which derive from the Shares including, but not limited to, any rights to receive dividends, rights to bonus shares, newly issued shares or convertible debentures, or options or warrants or any other right granted to any holder of the Shares or any third party (together with the Shares, the "Pledged Assets").

The Pledgor and the Second Lien Collateral Agent have agreed to enter into the Pledge Agreement as a replacement for the second priority pledge agreement entered into between the Pledgor and the Second Lien Collateral Agent on 3 December 2021 (the "Prior Security Agreement"). For the avoidance of doubt, the Pledge Agreement supersedes and replaces the Prior Security Agreement in all respects, and the security interest created over the Pledged Assets in favour of the Secured Parties under the Prior Security Agreement is not released at any point but continues to be pledged and merely the underlying Prior Security Agreement is replaced by the Pledge Agreement.

Subject to the First Priority Share Pledge Agreement, notwithstanding the above, you may declare, make or pay any dividend in cash in respect of the Shares to ourselves until instructed otherwise in writing by the Collateral Agent.

The second priority pledge over the Pledged Assets created by the Prior Security Agreement as replaced by the Pledge Agreement shall continue to be registered in the share register of the Company and the Collateral Agent and the Secured Parties shall continue to be registered as having the rights to the Pledged Assets as set out above.

We kindly request that you confirm your receipt and acknowledgement of the above by returning signed copies of this notification to each of the Collateral Agent and ourselves.

Date:

Place:

HOWDEN BROKING GROUP LIMITED

Name:

Title:

We hereby acknowledge receipt of the above letter and confirm that:

- on the date hereof we have received no notice of any pledge or agreement having the effect of conferring security over the Pledged Assets other than the First Priority Share Pledge Agreement, the Prior Security Agreement (as replaced by the Pledge Agreement), and the pledge created by the Pledge Agreement; and
- we have previously registered a second ranking security interest over the Pledged Assets in favour of the Secured Parties and we will forthwith register the second ranking security interest (as replaced by the Pledge Agreement) in the share register of the Company.

Date:

Place:

HOWDEN INSURANCE BROKERS AB

Name:

Title:

Appendix 5 (e) – Form of Power of Attorney

Power of Attorney

This power of attorney is granted pursuant to a replacement pledge agreement relating to 95 per cent of the shares in Howden Insurance Brokers AB (reg. no. 556409-4323) (the "**Company**") dated 21 April 2022 (the "**Pledge Agreement**") between inter alios Howden Broking Group Limited as pledgor (hereinafter the "**Pledgor**") and Wilmington Trust, National Association as Collateral Agent (hereinafter the "**Collateral Agent**").

The Pledgor hereby empowers any person duly appointed by the Collateral Agent, upon confirmation by the Collateral Agent that an Event of Default under the Credit Agreement (as defined in the Pledge Agreement) has occurred and is continuing under the Credit Agreement, to attend all general meetings of the shareholders of the Company as the Pledgor's representative and to vote at such general meetings for all the shares in the Company owned by the Pledgor.

This power of attorney is irrevocable and will, when the Collateral Agent confirms that an Event of Default under the Credit Agreement (as defined in the Pledge Agreement) has occurred and is continuing under the Credit Agreement exclude the Pledgor from exercising the voting rights at the general meeting of shareholders of the Company.

This power of attorney becomes effective on the date it is signed by the Pledgor and it shall remain in force for one year from such date.

This power of attorney shall in all respects be governed by and construed in accordance with Swedish law.

Date:

Place:

HOWDEN BROKING GROUP LIMITED

By: