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CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

66

SC002116

Name of company

* Aviva Insurance Limited

Date of creation of the charge (note 1)

17 December 2021

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Deed of Charge

Names of the persons entitled to the charge

Aviva Insurance Ireland DAC

Short particulars of all the property charged

See Paper Apart 1.

Presenter's name address and
reference (if any):

HSB/3003/00001
Burness Paul LLP
50 Lothian Road
Edinburgh
EH3 9WJ

For official use (02/06)

Charges Section

Post room

TUESDAY



SBWTLV1M

SCT

07/02/2023

#70

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See Paper Apart 2.

*Please do not
write in
this margin*

***Please complete
legibly, preferably
in black type, or
bold block lettering***

Date(s) of execution of the instrument of alteration

Executed by HSBC Bank USA, National Association on 19 December 2022;
Executed by Aviva Insurance Limited on 19 January 2023; and
Executed by Aviva Insurance Ireland DAC on 19 January 2023.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

See Paper Apart 3.

***Please complete
legibly, preferably
in black type, or
bold block lettering***



Signed _____ Date 6 February 2023

On behalf of [company] [~~chargee~~]

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

This is the Paper Apart referred to in the foregoing Form 466 (Scotland) in respect of Aviva Insurance Limited (the “Company”)

Company Number: SC002116

Save as otherwise provided herein, words and expressions defined in the attached Agreement have the same meaning when used in this Paper Apart.

“Agreement” means the deed of priority dated 19 January 2023 among the Company, HSBC Bank USA as Senior Secured Party, and Aviva Insurance Ireland DAC as Junior Secured Party;

“Aviva Security” means all security created or evidenced by any Aviva Security Document;

“Aviva Security Document” means

- a) a deed of charge dated 31 January 2019 and amended effective 1 January 2022 made between the Company and Aviva Insurance Ireland DAC; and
- b) a deed of charge dated 17 December 2021 made between the Company and Aviva Insurance Ireland DAC;

“Cedant” means Aviva Insurance Ireland DAC;

“HSBC Bank USA” means HSBC Bank USA, National Association, organised under the laws of the United States of America with its registered office at 452 Fifth Avenue, New York, NY 10018, United States;

“HSBC Security” means any security created or evidenced by the HSBC Security Document;

“HSBC Security Document” means the security deed between the Company and HSBC Bank USA dated 21 December 2022 and securing all present and future obligations and liabilities (whether actual or contingent) of the Company to HSBC Bank USA under the Senior Credit Agreement;

“Security Document” means the Aviva Security Document and the HSBC Security Document;

“Senior Credit Agreement” means the continuing letter of credit agreement dated 21 December 2022 between (1) the Company and (2) HSBC Bank USA under which HSBC Bank USA agreed to make credit facilities of \$120,000,000 to the Company; and

“Senior Debt” means all money and liabilities now or in the future due, owing or incurred to HSBC Bank USA or any of its Affiliates by the Company under the Senior Credit Agreement in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related losses and charges.

Paper Apart 1

By way of floating charge, the assets of the Company from time to time (other than any shares in the Cedant held by the Company from time to time) and includes any part of them.

Paper Apart 2

Executed as follows:

- 1 Aviva Insurance Limited (acting by Martyn Charles Woollett as authorised signatory before Rosa Barker (as witness)) of Pitheavlis, Perth, PH2 0NH;
- 2 HSBC Bank USA, National Association (acting by Michael Albanese as authorised signatory before Michael Couch (as witness)) of 452 Fifth Avenue, New York, NY 10018, United States; and
- 3 Aviva Insurance Ireland DAC (acting by Stephen McCarty as authorised signatory before Richard Glass (as witness)) of Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 WP25, Ireland.

Paper Apart 3

The HSBC Security will for all purposes and at all times rank as security to the extent of the Senior Debt in priority to the Aviva Security, regardless of the date or order of registration or execution of the relevant Security Document or any other matter which might otherwise confer prior ranking on the Aviva Security.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 2116
CHARGE CODE SC00 2116 0066

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 19 JANUARY 2023 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 7 FEBRUARY 2023

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 17
DECEMBER 2021

BY AVIVA INSURANCE LIMITED

IN FAVOUR OF
AVIVA INSURANCE IRELAND DAC

GIVEN AT COMPANIES HOUSE, EDINBURGH 9 FEBRUARY 2023



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of the original instrument save
for the material redacted pursuant to s.859G of the
Companies Act 2006

Ashurst LLP
3 FEBRUARY 2023



Deed of Priority

Aviva Insurance Limited
as Borrower

and

HSBC Bank USA, National Association
as Senior Secured Party

Aviva Insurance Ireland Dac
as Junior Secured Party

19 January 2023 Ashurst LLP on behalf of all parties

~~December 2022~~

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19 January 2023 Ashurst LLP on behalf of all parties

THIS DEED is made on ~~December 2022~~

BETWEEN:

- (1) **AVIVA INSURANCE LIMITED**, organised under the laws of Scotland with its registered office at Pitheavlis, Perth, PH2 0NH and company number SC002116 (the "**Borrower**");
- (2) **HSBC BANK USA, NATIONAL ASSOCIATION**, organised under the laws of the United States of America with its registered office at 452 Fifth Avenue, New York, NY 10018, United States (the "**Senior Secured Party**"); and
- (3) **AVIVA INSURANCE IRELAND DAC**, organised under the laws of the Republic of Ireland with its registered office at Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 WP25, Ireland and company number 605769 (the "**Junior Secured Party**").

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"Accession Deed" means a deed substantially in the form set out in the schedule to this deed under which a Lender becomes a party to this deed;

"Finance Documents" means the Senior Finance Documents and the Junior Finance Documents;

"Junior Security" means all security created or evidenced by any Junior Security Document;

"Junior Security Documents" means:

- (a) a deed of charge dated 31 January 2019 and amended effective 1 January 2022 made between the Borrower (as chargor) and the Junior Secured Party; and
- (b) a deed of charge dated 17 December 2021 made between the Borrower (as chargor) and the Junior Secured Party;

"Lenders" means the Senior Secured Party, the Junior Secured Party and any entity which accedes to this deed in accordance with clause 9.2;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other arrangement having a similar effect;

"Senior Credit Agreement" means the continuing letter of credit agreement dated 21 December 2022 between (1) the Borrower and (2) the Senior Secured Party under which the Senior Secured Party agreed to make available credit facilities of \$120,000,000 to the Borrower;

"Senior Debt" means all money and liabilities now or in the future due, owing or incurred to the Senior Secured Party or any of its Affiliates by the Borrower under the Senior Credit Agreement in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related losses and charges;

"Senior Security" means any security created or evidenced by the Senior Security Document; and

"Senior Security Document" means the security deed between Aviva Insurance Limited as the "Security Provider" (as defined therein) and HSBC Bank USA, National Association as the "Secured Party" (as defined therein) dated 21 December 2022 and securing all present and future obligations and liabilities (whether actual or contingent) of the "Security Provider" to the "Secured Party" under the Senior Credit Agreement.

1.2 Construction

In this deed, unless a contrary intention appears:

- (a) a reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors and permitted assignees or transferees;
- (b) references to clauses and schedules are references to, respectively, clauses of and schedules to this deed and references to this deed include its schedule;
- (c) a reference to (or to any specified provision of) any agreement or document (including a Finance Document) is to be construed as a reference to that agreement or document (or that provision) as it may be amended or novated from time to time, but excluding for this purpose any amendment which is contrary to any provision of any Finance Document or this deed;
- (d) a reference to a statute, statutory instrument or any provision thereof is to be construed as a reference to that statute, statutory instrument or such provision thereof, as it may be amended or re-enacted from time to time;
- (e) the index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed;
- (f) the parties intend that this document shall take effect as a deed;
- (g) words importing the plural shall include the singular and vice versa; and
- (h) words and expressions defined in the Senior Credit Agreement shall have the same meanings when used in this deed.

2. PRIORITY OF SECURITY

The Senior Security will for all purposes and at all times rank as security to the extent of the Senior Debt in priority to the Junior Security, regardless of the date or order of registration or execution of the relevant Security Document or any other matter which might otherwise confer prior ranking on the Junior Security.

3. CO-OPERATION BY JUNIOR SECURED PARTY

3.1 Co-operation on Enforcement

The Junior Secured Party shall promptly execute any deeds or documents in the form required by the Senior Secured Party and take any steps which the Senior Secured Party may request for the purpose of enabling or facilitating any exercise by the Senior Secured Party, or by any receiver or administrator appointed by the Senior Secured Party, of any applicable powers under the Senior Security Document or the general law or for any similar or related purpose including for the purpose of ensuring that a person who is to acquire any asset subject to any Security Interest under the Senior Security Document will acquire good title to the asset free from any such Security Interest.

3.2 Releases

If in connection with any enforcement of the Senior Security Document the Senior Secured Party (or any receiver, administrator or similar) sells or otherwise disposes of any asset subject to the Senior Security, the Senior Secured Party are hereby authorised by each Junior Secured Party to release any Junior Security over the relevant asset.

4. PROTECTION OF PRIORITY

4.1 Waiver of Defence

The priority provisions in this deed will not be affected by any act, omission or circumstance which (but for this provision) may operate to release or otherwise exonerate the Junior Secured Party from its obligations under this deed or otherwise affect those priority provisions, including:

- (a) any time or indulgence granted to or composition with the Borrower or any other person;
- (b) the taking, amendment, compromise, renewal or release of or refusal to enforce any rights, remedies or securities against or granted by the Borrower or any of its Subsidiaries or any other person; or
- (c) any legal limitation, disability, incapacity or other circumstance relating to the Borrower or any other person or any amendment to the terms of this deed or any other document or security (including the Finance Documents).

5. STATUS OF BORROWER

5.1 Borrower's Role

The Borrower is party to this deed in order to acknowledge the priorities, rights and obligations set out in this deed and undertakes not to take or agree to take any action which may in any way prejudice or affect the enforcement of the provisions of this deed or do anything which would be inconsistent with any provision of this deed.

5.2 No Rights

The Borrower shall not have any rights under this deed and none of the undertakings in this deed on the part of the Senior Secured Party or the Junior Secured Party are given (or deemed to be given) to or for the benefit of the Borrower.

6. REPRESENTATIONS AND WARRANTIES

Each party to this deed represents and warrants to and for the benefit of each of the other parties to this deed that it:

- (a) is duly established and (if a company) duly incorporated and validly existing with limited liability under the laws of the place of its incorporation and has the power to own its assets and carry on its business;
- (b) has the power and capacity to enter into and comply with its obligations under this deed; and
- (c) has taken all necessary action:
 - (i) to authorise the entry into and compliance with its obligations under this deed;

- (ii) to ensure that its obligations under this deed are valid, legally binding and enforceable in accordance with their terms; and
- (iii) to make this deed admissible in evidence in the courts of England and in the jurisdiction in which it is incorporated.

7. **ATTORNEY**

The Junior Secured Party irrevocably and by way of security appoints the Senior Secured Party as its attorney (with full power of substitution and delegation) in its name and on its behalf to do anything which it has authorised the Senior Secured Party to do under this deed and/or is required and legally able to do under this deed but has failed to do.

8. **NOTICES**

8.1 **Mode of Service**

- (a) Except as specifically provided otherwise in this deed, any notice, demand, consent, agreement or other communication (a "**Notice**") to be served under or in connection with this deed will be in writing and will be made by letter or by facsimile transmission to the party to be served.
- (b) The address and facsimile number of each party to this deed for the purposes of clause 8.1(a) are:
 - (i) the address and facsimile number shown immediately after its name on the signature pages of this deed (in the case of any person who is a party as at the date of this deed); or
 - (ii) in the case of a Lender who is not the Senior Secured Party or the Junior Secured Party, the address and facsimile number which are stated on the relevant Accession Deed.
- (c) Any Notice to be served by the Borrower on a Lender will be effective only if it is expressly marked for the attention of the department or officer (if any) specified in conjunction with the relevant address and facsimile number referred to in clause 8.1(b).

8.2 **Deemed Service**

- (a) Subject to clause 8.2(b), a Notice will be deemed to be given as follows:
 - (i) if by letter, when delivered by hand or by courier; and
 - (ii) if by facsimile, when delivered.
- (b) A Notice given under clause 8.2(a) but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

9. **CHANGES TO PARTIES**

9.1 **Transfers by the Borrower**

The Borrower may not assign or transfer all or any part of its rights, benefits or obligations under this deed.

9.2 Transfers by Lenders

- (a) Neither the Senior Secured Party nor the Junior Secured Party may transfer any of its rights or obligations under the Senior Finance Documents or the Junior Finance Documents (as applicable) unless the transferee executes a duly completed Accession Deed under which it agrees to be bound by all of the terms of this deed as if it had originally been party to this deed as a Senior Secured Party or Junior Secured Party (as applicable).
- (b) The transferor and the transferee will promptly notify the other parties to this deed of the execution of the relevant Accession Deed and will attach a copy of that Accession Deed to that notice.

9.3 Benefit of Deed

This deed will be binding upon, and enure for the benefit of, each party to it and its or any subsequent successors or assigns.

10. MISCELLANEOUS

10.1 Certificates Conclusive

Save as expressly provided otherwise in any Finance Document, a certificate, determination, notification or opinion of any Lender stipulated for in this deed or any Finance Document as to any rate of interest or any other amount payable under any Finance Document will be conclusive and binding on the Borrower, except in the case of manifest error.

10.2 No Implied Waivers

- (a) No failure or delay by any Lender in exercising any right, power or privilege under this deed will operate as a waiver of that right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in this deed are cumulative and not exclusive of any rights and remedies provided by law and all those rights and remedies will, except where expressly provided otherwise in this deed, be available to the Lenders severally and any Lender shall be entitled to commence proceedings in connection with those rights and remedies in its own name.
- (c) A waiver given or consent granted by any Lender under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

10.3 Invalidity of any Provision

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

10.4 Counterparts

This deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

10.5 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no person other than the parties to this deed shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

11. GOVERNING LAW AND SUBMISSION TO JURISDICTION

11.1 Governing Law

This deed and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

11.2 Submission to Jurisdiction

For the benefit of each party to this deed, each other party to this deed irrevocably submits to the jurisdiction of the courts in England for the purpose of hearing and determining any dispute arising out of this deed and for the purpose of enforcement of any judgment against its assets.

11.3 Freedom of Choice

The submission to the jurisdiction of the courts referred to in clause 11.2 (Submission to Jurisdiction) shall not (and shall not be construed so as to) limit the right of any Lender to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE

Accession Deed

[referred to in clause 9.2 (Transfers by Lenders)]

THIS DEED is made on ●

BY:

● (the "New [Senior/Junior Secured Party]").

RECITALS:

- (A) This deed is supplemental to a deed of priority dated ● (the "**Deed of Priority**") between ● and ●.
- (B) This deed has been entered into to record the accession of the New [Senior/Junior Secured Party] as a [Senior/Junior Secured Party] under the Deed of Priority.

BY THIS DEED THE NEW [SENIOR/JUNIOR] LENDER DECLARES AND COVENANTS as follows:

1. DEFINITIONS

Words and expressions defined in the Deed of Priority have the same meanings when used in this deed.

2. ACCESSION OF NEW LENDER

- 2.1 The New [Senior/Junior Secured Party] agrees to become, with immediate effect, a party to, and agrees to be bound by the terms of, the Deed of Priority as if it had originally been party to the Deed of Priority as a [Senior/Junior Secured Party].
- 2.2 The New [Senior/Junior Secured Party] confirms that its address details for notices in relation to clause 8access (Notices) are as follows:

Address: ●
Facsimile: ●
Attention of: ●

3. COUNTERPARTS

This deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

4. LAW

This deed and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

The New [Senior/Junior Secured Party]

Executed as a deed by)
[Name])
acting by [a director and its)
secretary/two directors])

Director

Director/Secretary

OR

Executed as a deed by)
[insert name of company in bold and)
upper case] acting by [insert name of)
director] in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signatories to the Deed of Priority

The Borrower

Executed as a deed by Martyn Charles Woollett)
AVIVA INSURANCE LIMITED acting by)
an authorised signatory in the presence)
of:)

Signature of authorised signatory

Name of authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

DocuSigned by:

SCBCD050F25F48A

Martyn Charles Woollett

DocuSigned by:

8858038759C54F5

Rosa Barker

By signing this document as a witness to the signatory, you confirm that you were **physically** present at the location of the signatory and you **saw the signatory apply their signature** to this document

The Senior Secured Party

Executed as a deed by)
HSBC BANK USA, NATIONAL)
ASSOCIATION acting by an authorised)
signatory in the presence of:)

Signature of authorised signatory

[Redacted signature]

Name of authorised signatory

.....

Signature of witness

[Redacted signature]

Name of witness

Michael Corch

Address of witness

[Redacted address]

Occupation of witness

[Redacted occupation]

.....

The Junior Secured Party

Executed as a deed by)
AVIVA INSURANCE IRELAND DAC)
acting by an authorised signatory in the)
presence of:)

Signature of authorised signatory

Name of authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted Signature]

STEPHEN MC CARTHY

[Redacted Signature]

RICHARD SLOAN

[Redacted Address]

[Redacted Occupation]

By signing this document as a witness to the signatory, you confirm that you were **physically** present at the location of the signatory and you **saw the signatory apply their signature** to this document