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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

Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

Company number

63

SC002116

Name of company

* Aviva Insurance Limited

* insert full name
of company

Date of creation of the charge (note 1)

31 January 2019

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

Deed of charge creating a floating charge

Names of the persons entitled to the charge

Aviva Insurance Ireland DAC

Short particulars of all the property charged

The debt securities or obligations issued by (i) any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (a "Sovereign"); (ii) any entity or organisation established by treaty or other arrangement between two or more Sovereigns, including, without limitation, the IMF, ECB, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development (a "Supranational Organisation"); or (iii) a corporate entity which is majority or wholly owned by a Sovereign or a corporate entity where the relevant obligations are supported by an implicit (as categorised by the company) or an explicit guarantee from a Sovereign (a "Sub-sovereign"), as held by the company from time to time, and including any part of them (the "Charged Property").

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

Jansy Man
Slaughter and May
1 Bunhill Row
Moorgate
EC1Y 8YY

For official use (02/06)

Charges Section

Post room

WEDNESDAY



SCT

SAJWJEV4

22/12/2021

COMPANIES HOUSE

#161

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

Adam Winslow, Director and Emily Field, duly authorised by Aviva Company Secretarial Services Limited to sign on its behalf as Secretary, each on behalf of Aviva Insurance Limited
Addresses: St Helen's, 1 Undershaft, London, United Kingdom, EC3P 3DQ

Declan O'Rourke, Director and Edouard Galicier, Director, on behalf of Aviva Insurance Ireland DAC
Address: One Park Place, Hatch Street, Dublin 2, D02 E651, Ireland

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write in
this margin*

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

Date(s) of execution of the instrument of alteration

17 December 2021

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

The Charged Property (as defined above) subject to the floating charge is secured up to the Secured Amounts, being the aggregate of the WRB Termination Amount and PRB Termination Amount (each as defined in the deed of variation) due from the company to Aviva Insurance Ireland DAC under the reinsurance agreement originally dated 14 January 2019 and amended by a deed of variation entered into on 17 December 2021 (and as further amended and/or restated from time to time).

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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this margin*

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

N/A

N/A

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

Signed V. Sekoye For and on behalf of Aviva Company
Secretarial Services Limited, as Secretary Date 17 December 2021

On behalf of [company] [chargee], Aviva Insurance Limited

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



FILE COPY

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

COMPANY NO. 2116
CHARGE CODE SC00 2116 0063

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 17 DECEMBER 2021 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 22 DECEMBER 2021

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 31
JANUARY 2019

BY AVIVA INSURANCE LIMITED

IN FAVOUR OF
AVIVA INSURANCE IRELAND DAC

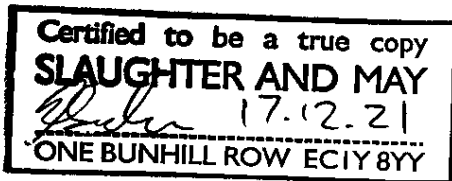
GIVEN AT COMPANIES HOUSE, EDINBURGH 29 DECEMBER 2021



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EXECUTION VERSION

17 December 2021

Save for material
redacted pursuant
to s. 859G of the
Companies Act 2006

AVIVA INSURANCE LIMITED

The Chargor

and

AVIVA INSURANCE IRELAND DAC

The Cedant

Deed of Variation
relating to the Deed of Charge dated 31 January 2019

Slaughter and May
One Bunhill Row
London EC1Y 8YY

(CLXP/NSAB/JUM/DAS)

CONTENTS

Clause	Page
1. INTERPRETATION	1
2. SCOPE	1
3. THIRD PARTY RIGHTS	1
4. AMENDMENTS TO THE DEED OF CHARGE	1
5. CONSTRUCTION	3
6. CONTINUITY	3
7. PROSPECTIVE EFFECT ONLY	3
8. FURTHER ASSURANCE	3
9. FURTHER AMENDMENTS	3
10. COUNTERPARTS	3
11. GOVERNING LAW	3

THIS DEED OF VARIATION is made on 17 December 2021

BETWEEN

- (1) **AVIVA INSURANCE LIMITED** of Pitheavlis, Perth, PH2 0NH (registered in Scotland with company number SC002116) (the “Chargor”); and
- (2) **AVIVA INSURANCE IRELAND DAC** of One Park Place, Hatch Street, Dublin 2, Ireland (registered in Ireland with company number 605769) (the “Cedant”).

BACKGROUND

- (A) On 31 January 2019, the Chargor and the Cedant entered into a deed of charge (the “Deed of Charge”) whereby the Chargor has charged to the Cedant by way of floating charge all of its rights to and title in the Charged Property as continuing security for the payment or discharge of the Secured Amounts.
- (B) The Parties wish to amend the terms of the Deed of Charge as set out in Clause 4 of this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

“Amendment Time” means 00:01 GMT on 1 January 2022

- 1.2 Terms defined in the Deed of Charge have the same meaning in this Deed, unless a contrary intention is stated. The principles of interpretation as set out in Clause 1 of the Deed of Charge shall have effect as if set out in this Deed.

2. SCOPE

This Deed is supplemental to and amends the Deed of Charge.

3. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

4. AMENDMENTS TO THE DEED OF CHARGE

- 4.1 With effect on and from the Amendment Time, Clause 1.1 of the Deed of Charge shall be amended so that the following definitions read as follows:

- (A) “Reinsurance Agreement” means the Quota-Share Reinsurance Agreement entered into between the Chargor and the Cedant on 14 January 2019 as amended with effect from 00:01 GMT on 1 January 2022 by a Deed of Variation entered into between the Chargor and Cedant on 17 December 2021; and

- (B) **"Secured Amounts"** means the aggregate of the WRB Termination Amount and PRB Termination Amount due from the Chargor to the Cedant under the Reinsurance Agreement.

4.2 With effect on and from the Amendment Time, the following definitions shall be added to Clause 1.1 of the Deed of Charge:

- (A) **"PRB Termination Amount"** has the meaning given to it in the Reinsurance Agreement, read as if references in that agreement to the "Partially Reinsured Business" were to the Transferred PRB;
- (B) **"Scheme"** means the insurance business transfer scheme, sanctioned by the Court of Session in Edinburgh under Part VII of the Financial Services and Markets Act 2000 on 22 January 2019, to transfer certain general insurance business from the Chargor to the Cedant;
- (C) **"Transferred PRB"** means that part of the Partially Reinsured Business (as defined in the Reinsurance Agreement) which comprises Policies (as defined in the Reinsurance Agreement) issued by the Chargor and transferred to the Cedant pursuant to the Scheme and in respect which the contractual period of cover which was in effect at the Effective Time (as defined in the Scheme) of the Scheme remains in force;
- (D) **"Transferred WRB"** means that part of the Wholly Reinsured Business (as defined in the Reinsurance Agreement) which comprises Policies (as defined in the Reinsurance Agreement) issued by the Chargor and transferred to the Cedant pursuant to the Scheme and in respect which the contractual period of cover which was in effect at the Effective Time (as defined in the Scheme) of the Scheme remains in force; and
- (E) **"WRB Termination Amount"** has the meaning given to it in the Reinsurance Agreement, read as if references in that agreement to the "Wholly Reinsured Business" were to the Transferred WRB.

4.3 With effect on and from the Amendment Time, Clause 7.2 of the Deed of Charge shall be amended as follows:

- "7.2 Once the Secured Amounts are repaid and discharged in full and the Chargor has no further obligation (whether actual, prospective or contingent) in relation to the Secured Amounts, the Chargor shall be entitled to redeem the security constituted by this Deed and to require the Cedant 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."

- 4.4 With effect on and from the Amendment Time, Clause 13.3(A) of the Deed of Charge shall be amended as follows:

“ (A) **Chargor:**

Address: 8 Surrey Street, Norwich, NR1 3NS, United Kingdom

Email address: ukicosec@aviva.com

(and cc'd to :@aviva.com)

Attention: the Company Secretary”

5. **CONSTRUCTION**

With effect on and from the Amendment Time, this Deed and the Deed of Charge will be read and construed as one document. References to the Deed of Charge, however expressed, will be read and construed as references to both the Deed of Charge and to this Deed.

6. **CONTINUITY**

The rights and obligations of the Parties under the Deed of Charge shall continue in full force and effect, save insofar as they are amended hereby.

7. **PROSPECTIVE EFFECT ONLY**

The amendments made hereby to the Deed of Charge shall, with effect from the Amendment Time, have prospective effect only.

8. **FURTHER ASSURANCE**

Each of the Parties shall do all acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant hereto.

9. **FURTHER AMENDMENTS**

The Parties may agree to further amendments to the Deed of Charge in accordance with the terms thereof without being required to amend or terminate this Deed.

10. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same Deed.

11. **GOVERNING LAW**

This Deed is governed by English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

IN WITNESS WHEREOF this Deed has been executed and delivered by the Parties on the date specified above.

EXECUTED AS A DEED by AVIVA
INSURANCE LIMITED acting by
Adam Winslow _____, a Director and
Emily Field _____, Authorised
Signatory for and on behalf of Aviva Company
Secretarial Services Limited, Secretary

DocuSigned by:
Adam Winslow
DB34AEC9F6F4471
Director
DocuSigned by:
Emily Field
31EACF766F974A4
Authorised Signatory for and on behalf of
Aviva Company Secretarial Services Limited,
Secretary

PRESENT when the Common Seal of
AVIVA INSURANCE IRELAND
DESIGNATED ACTIVITY COMPANY
was affixed hereto:

A handwritten signature in black ink, appearing to be 'P. L. ...', written over a horizontal line.

Director

A handwritten signature in black ink, appearing to be 'J. ...', written over a horizontal line.

Director/Secretary