



Registration of a Charge

Company name: **BRIGHTHOUSE GROUP PLC**

Company number: **06250176**

Received for Electronic Filing: **08/02/2018**



X6ZCALGO

Details of Charge

Date of creation: **02/02/2018**

Charge code: **0625 0176 0002**

Persons entitled: **GLAS TRUSTEES LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **ANNA CHIROU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6250176

Charge code: 0625 0176 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2018 and created by BRIGHTHOUSE GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2018 .

Given at Companies House, Cardiff on 12th February 2018

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: 2 February 2018

BRIGHTHOUSE GROUP PLC

as Grantor

and

GLAS TRUSTEES LIMITED

as Security Agent

SECURITY INTEREST AGREEMENT

in relation to the capital of BrightHouse Finco Limited

This Agreement is subject to and has the benefit of an Intercreditor Agreement dated on or about the date hereof and made between, among others, BrightHouse Group plc as the Parent, BrightHouse Finco Limited as the Senior Secured Notes Issuer, GLAS Trustees Limited as the Senior Secured Notes Trustee, the companies listed therein as Original Intra-Group Lenders, the companies listed therein as Original Intra-Group Borrowers, the companies listed therein as Original Debtors and GLAS Trustees Limited as Security Agent (as each term is defined therein)

CAREY OLSEN

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THIS AGREEMENT is made the 2nd day of February 2018

BETWEEN:

- (1) BRIGHTHOUSE GROUP PLC a company incorporated in England and Wales with registered number 06250176 (the "Grantor"); and
- (2) GLAS TRUSTEES LIMITED as security agent and security trustee for each of the Secured Parties under and as defined in Intercreditor Agreement (the "Security Agent")

WHEREAS:

- (A) The Grantor enters into this Agreement in connection with the issue of Senior Secured Notes by the Company.
- (B) The Grantor and the Security Agent intend this Agreement to be a security agreement for the purposes of the Law.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this Agreement, words and expressions defined in the Intercreditor Agreement shall have the same meaning when used in this Agreement.

1.2 In this Agreement:

"advance"	has the meaning given to that word in Article 33(4) of the Law;
"Affected Securities"	means the Securities which from time to time comprise or are included in the Collateral;
"after-acquired property"	has the meaning given to that expression in the Law and includes future collateral as referred to in Article 18(2)(c) and (d) of the Law;
"this Agreement"	extends to every separate and independent stipulation contained herein and includes the Recitals and Schedules and any amendment, variation, supplement, replacement, restatement or novation which is for the time being in effect;
"Bankrupt" and "Bankruptcy"	include the meanings given to those words by Article 8 of the Interpretation (Jersey) Law, 1954 as well as any other state of bankruptcy, insolvent winding up, administration, receivership, administrative receivership or similar status

under the laws of any relevant jurisdiction;

the "Collateral"

means:

- (a) one no par value share in the capital of the Company;
- (b) any other Securities in the Company that may from time to time be legally and/or beneficially owned by the Grantor;
- (c) all Derivative Assets;
- (d) (where the context allows) any proceeds (that are not Derivative Assets) of all such Securities and the Derivative Assets; and
- (e) all the Grantor's right, title and interest from time to time to and in all such Securities and the Derivative Assets and proceeds,

including any after-acquired property falling within any of the above paragraphs of this definition;

the "Company"

means BrightHouse Finco Limited a company incorporated in Jersey with registered number 125524;

"Competing Rights"

means any security or other right of the Grantor (whether by way of set-off, counterclaim, subrogation, indemnity, contract, proof in liquidation, contribution or otherwise) exercisable against any person with a view to:

- (a) the Grantor reducing any of the Grantor's liabilities under or in connection with this Agreement;
- (b) the Grantor obtaining reimbursement in respect of any of the Grantor's liabilities under or in connection with this Agreement; or
- (c) the Grantor having the benefit of, sharing in or enforcing any security for the reduction or reimbursement of any such liabilities;

the "Confirmation"

means the confirmation to be given to the Security Agent by the Company substantially in the form set out in the

Schedule;

"Control"	means "control" as that word is defined in Article 3(5) of the Law;
"Debenture"	means the debenture dated on or about the date hereof and made between, amongst others, the Grantor and the Security Agent;
"Default Rate"	means, to the extent interest at a default rate is not otherwise being paid, the rate which is one per cent per annum higher than the rate at which the Security Agent would be able to obtain by placing on deposit with a leading bank an amount comparable to unpaid amounts in the currencies of those amounts for any period(s) that the Security Agent may from time to time select, provided that if any rate is below zero, that rate will be deemed to be zero;
"Derivative Assets"	means all Securities, dividends, distributions, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time (including after-acquired property) by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, subdivision, preference, option or otherwise that are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto but not including voting rights as separate from the Affected Securities;
"Further Advance"	means "further advance" as that expression is defined in Article 33(4) of the Law, for the avoidance of doubt being of any amount or value, made for any purpose and whether or not contemplated by any party to this Agreement when this Agreement is executed;
the "Intercreditor Agreement"	means the intercreditor agreement dated on or about the date hereof between, among others, the Grantor, the Debtors (as defined therein), the Security Agent and the Senior Secured Notes Trustee (as defined therein);
the "Law"	means the Security Interests (Jersey) Law 2012;
"proceeds"	has in relation to the (other) Collateral the meaning given to

	that word in the Law;
the "Secured Obligations"	has the meaning given to that term in the Intercreditor Agreement;
"Secured Parties"	has the meaning given to that term in the Intercreditor Agreement;
"Securities"	include without limitation any property within the definition of "investment security" under Article 1 (<i>Definitions</i>) of the Law;
"Security Interests"	means the security interest(s) created by or for which provision is made in this Agreement; and
"Security Period"	means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any actual or contingent obligation to make allowances or provide other financial accommodation to the Grantor or any other person under any of the Secured Debt Documents.

1.3 In this Agreement, unless the context otherwise requires:

- 1.3.1 the singular includes the plural and the masculine includes the feminine and neuter genders and *vice versa*;
- 1.3.2 references to a "Recital", "Clause" or "Schedule" are to a recital, clause or schedule of or to this Agreement;
- 1.3.3 references to any other agreement, instrument or document shall be construed as references to such agreement, instrument or document in force for the time being and as amended, varied, supplemented, replaced, restated or novated from time to time in accordance with its terms or, as the case may be, with the agreement of the relevant parties and including any (however fundamental) variation, increase, extension or addition of or to: (a) any such agreement, instrument or document (including any Secured Debt Document); and/or (b) any facility or amount or value made available thereunder; and/or (c) any purpose thereof, and whether or not contemplated by any party to this Agreement when this Agreement is executed;

- 1.3.4 references to any statutory provision are to such statutory provision as modified or re-enacted for the time being in force and include any analogous provision or rule under any applicable law;
- 1.3.5 references to a "person" include 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);
- 1.3.6 "Grantor" includes the successors of the person named as the Grantor above and "Security Agent" includes the successors and assigns of the person named as the Security Agent above;
- 1.3.7 words and expressions not otherwise defined in this Agreement shall be construed in accordance with the Intercreditor Agreement and words and expressions not otherwise defined in this Agreement or in the Intercreditor Agreement shall, if defined in the Law, be construed in accordance with the Law;
- 1.3.8 the Security Agent is "the secured party", the Grantor is "the grantor", the Collateral is the "collateral", an Acceleration Event is "an event of default" and this Agreement is a "security agreement", for the purposes of the Law;
- 1.3.9 the "Secured Obligations" shall include any obligations and liabilities in respect of any Further Advances;
- 1.3.10 "event of default" has meaning given to that expression in the Law;
- 1.3.11 the Recitals and Schedules form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement; and
- 1.3.12 a reference in this Agreement to any assets includes, unless the context otherwise requires, present and future/after-acquired property.
- 1.4 Clause headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.5 This Agreement is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.
2. **CREATION, ATTACHMENT AND PERFECTION OF SECURITY INTERESTS**
- 2.1 The Grantor and the Security Agent hereby agree that the Security Agent shall have continuing first priority security interests in the Collateral as security for the Secured Obligations in accordance with the Law and that such security is hereby created.

- 2.2 To the intent that the Security Interests shall attach to the Collateral, the Grantor and the Security Agent hereby agree that:
- 2.2.1 in the case of Affected Securities represented by a certificate or certificates the Security Agent shall have Control of such Affected Securities for the purposes of Articles 3(5) and 18(1)(c)(i) of the Law by being (at the option of the Security Agent) registered with the Company as the holder of the Affected Securities; and
- 2.2.2 to the extent that the Security Agent shall not have Control of some or any of the Affected Securities represented by a certificate or certificates pursuant to Clause 2.2.1, the Security Agent shall have Control of such Affected Securities for the purposes of Articles 3(5) and 18(1)(c)(i) of the Law by being in possession of all certificates representing all such Affected Securities; and
- 2.2.3 in the case of Collateral that is not Affected Securities to which Security Interests have attached pursuant to Clauses 2.2.1 or 2.2.2, the Security Interests shall hereby attach to such Collateral for the purposes of Article 18(1)(c)(ii) of the Law.
- 2.3 In accordance with Clause 2.2, and in order to facilitate the exercise of the Security Agent's rights under this Agreement, the Grantor has delivered together with this Agreement and shall ensure that in the future there shall promptly be delivered to the Security Agent or to its order:
- 2.3.1 the certificates representing all Affected Securities represented by a certificate or certificates;
- 2.3.2 instruments of transfer in respect of all Affected Securities represented by a certificate or certificates and in respect of which Security Interests are attached under Clause 2.2.2, duly executed by the holder but otherwise completed or partially completed in such manner as the Security Agent directs;
- 2.3.3 a copy (certified true and correct by a director or the secretary of the Company) of the register of members of the Company showing:
- (a) in the case of Affected Securities in respect of which Security Interests are attached under Clause 2.2.1, the Security Agent; and
- (b) in the case of Affected Securities in respect of which Security Interests are attached under Clause 2.2.2, the Grantor,
- as the registered holder of all Affected Securities represented by a certificate or certificates and in either case noting the interest of the Security Agent pursuant to this Agreement; and
- 2.3.4 the Confirmation, signed by a director or other duly authorised signatory of the Company.

- 2.4 In accordance with Articles 18 (*Attachment: general rule*) and 19 (*After-acquired property*) of the Law, the Security Agent and the Grantor hereby agree that the Security Interests shall attach:
- 2.4.1 to the extent that the Collateral does not constitute after-acquired property, to such Collateral immediately upon execution of this Agreement; and
 - 2.4.2 to the extent that the Collateral constitutes after-acquired property, to such Collateral immediately on the acquisition of rights in such Collateral by the Grantor without the need for any specific appropriation of the property by the Grantor.
- 2.5 To the intent that the Security Interests shall be perfected in accordance with the Law the Security Agent and the Grantor hereby agree that:
- 2.5.1 the Security Interests in the Affected Securities represented by a certificate or certificates shall be perfected by the Security Agent having Control of such Collateral pursuant to Clause 2.2.1 or 2.2.2 and/or (at the option of the Security Agent) by registration of a financing statement in accordance with Article 22(4) of the Law;
 - 2.5.2 the Security Interests in any Affected Securities not represented by a certificate or certificates shall be perfected by registration of a financing statement in accordance with Article 22(4) of the Law;
 - 2.5.3 the Security Interests in Derivative Assets that are not Affected Securities represented by a certificate or certificates shall be perfected by registration of a financing statement in accordance with Article 22(4) of the Law; and
 - 2.5.4 the Security Interests in proceeds shall, without prejudice to the operation of Article 26 (Temporary perfection of security interests in proceeds) of the Law, be perfected by registration of a financing statement in accordance with Article 25 (Continuous perfection of security interests in proceeds) of the Law.
- 2.6 The Security Agent may, subject to Clause 2.10 and the Law, at any time (without exercising the power of enforcement) cause or require any person on its behalf other than the Grantor to become the registered holder of any part of the Collateral and/or to have possession of the certificates representing the Affected Securities.
- 2.7 Subject to Clause 2.10, the Security Agent may complete a blank or partially completed instrument of transfer in such manner as for the time being appears appropriate to the Security Agent for the purpose of becoming registered under Clause 2.2.1 or otherwise facilitating the exercise of any of its rights under this Agreement and on the request of the Security Agent, the Grantor shall promptly procure entry of the transferee named in such instrument of transfer in the register of members of the Company.

2.8 The Grantor hereby agrees that the Security Agent may (but without obligation on the part of the Security Agent) at any time and from time to time without the consent of the Grantor take any such further action as the Security Agent may deem necessary or desirable in order to give the Security Agent a continuing first priority security interest or interests in the Collateral under the Law that satisfies the requirements of the Law as to attachment and perfection.

2.9 The Grantor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay, discharge and satisfy the Secured Obligations when they fall due for payment in accordance with the terms of the Secured Debt Documents.

2.10 The Security Agent hereby agrees that notwithstanding Clauses 2.2.1, 2.6 and 2.7, it (or its nominee) shall not become registered as holder of the Affected Securities in the register of members of the Company unless and until an Acceleration Event has occurred and the Security Agent has given notice in accordance with Clause 6.2.

3. FURTHER ASSURANCE AND POWER OF ATTORNEY

3.1 The Grantor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, security agreements, registrations, notices and instructions on terms equivalent or similar to those set out in this Agreement) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

3.1.1 to create, attach, perfect and/or protect the Security Interests (which may include the execution of a security agreement, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Agreement) or for the exercise of any rights, powers and remedies of the Security Agent or the other Secured Parties provided by or pursuant to the Secured Debt Documents or by law; and/or

3.1.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests.

3.2 The Grantor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, attachment, perfection, protection or maintenance of any Security Interests.

3.3 The Grantor, by way of security, irrevocably appoints the Security Agent and any person nominated for the purpose by the Security Agent (in writing and signed by an officer of the Security Agent) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed:

3.3.1 to give effect to any further assurance, attachment, perfection or material obligation which the Grantor is obliged to do (but has not done promptly following written request by the Security Agent) in accordance with this Agreement, including to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing the Security Agent considers is necessary for these purposes; and

3.3.2 to enable the Security Agent or any person nominated by the Security Agent to exercise (or to delegate) any rights or powers conferred on the Security Agent under this Agreement or otherwise for any of the purposes of this Agreement.

3.4 The Grantor covenants with and undertakes to the Security Agent to ratify and confirm any lawful exercise or purported exercise of the power of attorney constituted in Clause 3.3.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Grantor represents and warrants to the Security Agent on the date of this Agreement:

4.1.1 that for the purposes of Article 18(1)(a) of the Law, value has been given;

4.1.2 that for the purposes of Article 18(1)(b) of the Law, the Grantor has rights in all of the Collateral and the power to grant rights in the Collateral to the Security Agent;

4.1.3 that, subject only to the Security Interests, the Collateral is the Grantor's sole and absolute property free from any Security and that the Grantor's title to the Collateral is not liable to be challenged on any grounds;

4.1.4 that all Affected Securities have been duly issued, are fully paid (including any premium thereon) and comprise the whole of the issued share capital of the Company and that none is or will be subject to any options to purchase or sell or any similar rights or obligations;

4.1.5 that, except as may be created by this Agreement, there are and will be no restrictions or prohibitions on the transferability of or on the exercise of voting rights attached to any of the Affected Securities;

4.1.6 it is a limited liability company incorporated or organised (as applicable) and validly existing under the laws of its jurisdiction of incorporation or organisation;

4.1.7 subject to the Legal Reservations, the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations;

4.1.8 the entry into and performance by it of this Agreement does not and will not conflict with:

- (a) any law or regulation applicable to it in any material respect;
 - (b) its constitutional documents in any material respect; or
 - (c) any agreement or instrument binding on it or any of its assets which constitute a default or termination event (however described) under any such agreement or instrument save to the extent that any such conflict, default or termination event could not reasonably be expected to have a Material Adverse Effect;
- 4.1.9 that the Grantor has not granted any power of attorney or similar right in respect of any rights or powers relating to the Collateral other than to the Security Agent under this Agreement;
- 4.1.10 that no governmental or regulatory approval, filing or registration (other than any registration of a financing statement under the Law in accordance with Clause 2 required in order to perfect a security interest that has not been perfected by another means and any filing to be made at Companies House in the UK) is required in order to give the Security Agent the full benefit of a continuing first priority security interest in all of the Collateral pursuant to the terms of this Agreement;
- 4.1.11 that all Security Interests will be recognised as attached and perfected, first priority rights of security over the Collateral for the Secured Obligations in any Bankruptcy of the Grantor; and
- 4.1.12 that the Company is a duly incorporated and validly existing company under the laws of Jersey.
- 4.2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the representations and warranties set out in this Clause 4.
- 5. **COVENANTS AND UNDERTAKINGS**
- 5.1 The Grantor covenants with and undertakes to the Security Agent to the intent that the same shall be continuing covenants and undertakings during the Security Period:
 - 5.1.1 that the Grantor shall promptly on request provide to the Security Agent all information that the Security Agent requires in order to register any financing statement or financing change statement in accordance with Clause 2.5 or any other provision of this Agreement;
 - 5.1.2 not to (and not to attempt to) sell, create any Security over, withdraw, disburse, pay, assign, transfer or otherwise dispose of or deal with the Collateral or any interest in the Collateral (other than by or pursuant to this Agreement) except as expressly permitted by the Secured Debt Documents or with the prior consent of the Security Agent;

- 5.1.3 promptly to pay all calls and other payments due in respect of the Collateral without cost to the Security Agent;
- 5.1.4 that the Grantor shall remain liable to observe and perform all of the other conditions and obligations assumed by it or by which a member of the Company is bound in respect of any of the Collateral, notwithstanding the method by which the Security Interests may have attached or been perfected;
- 5.1.5 to procure that without the prior written consent of the Security Agent:
- (a) no further shares or other Securities are issued by the Company to any person other than the Grantor;
 - (b) no change is made to the Memorandum or Articles of Association of the Company or to the terms of issue of any Affected Securities or any rights attaching thereto in a manner which may have a Material Adverse Effect; and
- 5.1.6 that the Grantor shall not change its name without first notifying the Security Agent in writing of the proposed new name not less than five Business Days before the change takes effect;
- 5.1.7 that unless the Security Agent otherwise agrees in writing, the Grantor shall forthwith procure the discharge of the registration of any security interest that is registered against it in relation to any Collateral (other than registration in respect of any Security Interest); and
- 5.1.8 not to exercise any of its rights and powers in relation to any of the Affected Securities in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security Interests.
- 5.2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the covenants and undertakings set out in this Clause 5.
6. VOTING RIGHTS
- 6.1 Prior to the giving of notice pursuant to Clause 6.2, the Grantor shall be entitled to exercise (or refrain from exercising) all voting and other rights and powers in relation to the Affected Securities, provided that it shall not exercise any such voting rights or powers in a manner which would prejudice the interests of the Secured Parties under this Agreement or adversely affect the validity, enforceability or existence of the Collateral or the Security Interests or cause an Event of Default to occur.
- 6.2 Subject to Clause 6.3, upon occurrence of an Acceleration Event, the Security Agent may (but without having any obligation to do so) give notice to any the Grantor (with a copy to the Agent) that this Clause 6.2 will apply. With effect from the giving of that notice the Security Agent may,

at its discretion, in the name of the Grantor or otherwise and without any further consent or authority from the Grantor:

- 6.2.1 exercise (or refrain from exercising) any voting rights in respect of the Affected Securities;
- 6.2.2 transfer the Affected Securities into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- 6.2.3 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Affected Securities, including the right, in relation to any company whose shares or other securities are included in the Affected Securities to concur or participate in:
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion, consolidation, sub-division or reissue of any shares or securities as a consequence thereof);
 - (b) the release, modification or variation of any rights or liabilities attaching to such Affected Securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any Affected Securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Collateral.

- 6.3 The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Grantor, at any time, by notice to the Grantor (which notice shall be irrevocable), elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Affected Securities conferred or to be conferred on the Security Agent pursuant to Clause 6.3 and the other Secured Parties have unconditionally waived any rights they may otherwise have to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election.
- 6.4 Once a notice has been issued by the Security Agent under Clause 6.3 above, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Affected Securities conferred or to be conferred on it pursuant to Clause 6.2 or any other provision of this Agreement and all such rights will be exercisable by the Grantor. The Grantor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Affected Securities.

7. DIVIDENDS AND OTHER DERIVATIVE ASSETS

7.1 Prior to the occurrence of an Acceleration Event, the Grantor shall be entitled to receive and retain all Derivative Assets, subject to the terms of the Secured Debt Documents.

7.2 After the occurrence of an Acceleration Event, all Derivative Assets shall be receivable by the Security Agent and if any Derivative Assets are offered to, distributed to or received by the Grantor (or its nominee) in respect of the Collateral the Grantor shall immediately notify the Security Agent and such Derivative Assets shall immediately be paid, delivered and transferred (as appropriate) to the Security Agent (or its nominee) and pending such payment, delivery or transfer such Derivative Assets:

7.2.1 shall be held by the Grantor (or its nominee) in trust for the Security Agent; and

7.2.2 shall be segregated from other property and funds of the Grantor (or such nominee).

7.3 At any time after the occurrence of an Acceleration Event, in the case of dividends, interest and other Derivative Assets of an income nature the Security Agent may at its discretion:

7.3.1 apply all or any part of such Derivative Assets in or towards the discharge of the Secured Obligations; and/or

7.3.2 agree with the Grantor that the Grantor may retain all or any part of such Derivative Assets free of the security interest created under this Agreement.

7.4 Until such application or agreement, dividends, interest and other Derivative Assets of an income nature shall remain part of the Collateral.

7.5 The Security Agent shall not have (and nor shall any nominee of the Security Agent have) any duty to take up any Derivative Assets or to ensure that any such Derivative Assets are duly and punctually paid, received or collected as and when due and payable or to ensure that the correct amounts are paid, received or collected.

7.6 For the avoidance of doubt, a security interest in Affected Securities shall itself encompass all Derivative Assets which are considered as a matter of law to be a composite part of such Affected Securities.

8. ENFORCEMENT BY THE SECURITY AGENT

8.1 The Security Agent's power of enforcement over the Collateral shall become exercisable immediately upon the occurrence of an Acceleration Event, provided that the Security Agent has served on the Grantor written notice specifying the relevant event of default.

8.2 Subject only to the Law, the Security Agent may exercise the power of enforcement in respect of the Security Interests in any manner permitted by or not in conflict with the Law, including,

without limitation, by the Security Agent or some person on its behalf:

8.2.1 appropriating all or some of the Collateral (whether in one or a number of transactions and whether simultaneously or in series);

8.2.2 selling all or some of the Collateral (whether in one or a number of transactions and whether simultaneously or in series);

8.2.3 by taking any one or more of the following ancillary actions:

- (a) taking control or possession of all or any of the Collateral;
- (b) exercising any rights of the Grantor in relation to all or any of the Collateral;
- (c) instructing any person who has an obligation in relation to all or any of the Collateral to carry out that obligation for the benefit of the Security Agent (or to its order); and

8.2.4 exercising or applying any remedy set out in this Clause 8.2.4 (such remedies being exercisable pursuant to the power of enforcement) to the extent that such remedy is not in conflict with the Law:

- (a) directing from time to time the Grantor as to how it shall exercise or cause to be exercised all or any voting and other rights attaching to all or any Affected Securities;
- (b) directing the Grantor as to the disposal of all or any of the Collateral, including, where appropriate specifying the person(s) who are to acquire such Collateral, the terms upon and manner in which such disposal(s) shall take place, including the price or other *cause* or consideration (whether payable immediately, by instalments or otherwise deferred); and directing the mode of application of the proceeds of such disposal(s) in such manner as the Security Agent shall in its absolute discretion determine, including by way of sale to a third party, to the Security Agent or to an associate or nominee of the Security Agent.

8.3 (Subject only to the Law) for the purposes of this Agreement, references to the exercise of a "power of enforcement" shall include any method or process by which value is given, allowed or credited by the Security Agent for the Collateral against the Secured Obligations.

8.4 Where the power of appropriation or sale is exercised in relation to any non-monetary obligation, the "monetary value" (as referred to in Article 51 (*When does a surplus exist?*) of the Law) of such obligation shall be the loss or losses suffered by the Secured Parties by reason of non-performance of such obligation, as set out in a notice submitted to the Grantor by the Security Agent.

- 8.5 The Security Agent may at any time and from time to time exercise one or more than one of the powers set out in Clause 8.2, in whatever order and combination as the Security Agent thinks fit.
- 8.6 In accordance with Article 44(4) of the Law, the Security Agent and the Grantor hereby agree that notice need not be given under Article 44 (*Notice of appropriation or sale of collateral*) of the Law to the Grantor.
- 8.7 Subject only to the Law, the Security Agent may at its discretion:
- 8.7.1 exercise its power of enforcement in respect of the Security Interests over any part of the Collateral without reference to the time, manner, cause, consideration or exchange rate that may be/has been applicable to such exercise in respect of any other part of the Collateral; and
- 8.7.2 refrain from exercising its power of enforcement in respect of the Security Interests over any one part of the Collateral notwithstanding that it shall have exercised such power over any other part of the Collateral.
- 8.8 No person dealing with the Security Agent shall be concerned to enquire as to the propriety of exercise of any power of enforcement in respect of the Security Interests (including, without limitation, whether any Security Interest has become enforceable, whether any of the Secured Obligations remain due, as to the necessity or expediency of any conditions to which a sale or other disposition is made subject or generally as to the application of any monies representing the proceeds of enforcement of the Security Interests in respect of the Collateral). Each such dealing shall be deemed in favour of such person to be valid, binding and effectual.
- 8.9 To the fullest extent permitted by law, the Security Agent shall be under no liability to the Grantor for any failure to apply and distribute any monies representing the proceeds of enforcement of the Security Interests in respect of the Collateral in accordance with the Law.
- 8.10 In accordance with Article 54(5)(a) of the Law, the Security Agent and the Grantor hereby agree that the Grantor shall not have any right of reinstatement pursuant to Article 54(4) of the Law or otherwise.
- 8.11 The Security Agent is not obliged to marshal, enforce, apply, appropriate, recover or exercise any security, guarantee or other right held by it, or any moneys or property that it holds or is entitled to receive, before the power of enforcement is exercised.
- 8.12 The Security Agent will be accountable (and the Grantor is entitled to be credited) only for actual value or proceeds realised by the Security Agent arising from the appropriation, sale or other realisation of any Collateral by the Security Agent.
- 8.13 If the value or proceeds of the appropriation, sale or other realisation of any Collateral is insufficient to discharge the Secured Obligations in full, the Grantor will remain liable to the

Security Agent for any shortfall.

9. INDEMNITIES AND INTEREST

The Grantor will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by the Grantor of its obligations under Clause 2.3, Clause 2.6 or Clause 6 and in connection with the exercise by the Security Agent of its rights contained in Clause 6 or Clause 2.8. All sums the subject of this indemnity will be payable by the Grantor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be in addition to monthly interests.

10. ASSIGNMENT AND SUCCESSION

10.1 The Security Agent may grant a participation in or make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this Agreement and in particular (without limitation) the benefit of any Security Interest in accordance with the terms of the Secured Debt Documents and appoint such assignee and/or transferee as a new and successor security trustee of the trusts under this Agreement.

10.2 The Security Interests and other rights of the Security Agent arising under this Agreement shall remain valid and binding notwithstanding any amalgamation, reorganisation, merger or redomiciliation by or involving the Security Agent and shall inure for the benefit of the Security Agent's successors.

10.3 The Grantor may not assign or transfer all or any part of its rights, benefits and or obligations under this Agreement.

11. SET-OFF

11.1 The Security Agent may set off any matured obligation due from the Grantor under this Agreement (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Grantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

11.2 The Security Agent is not obliged to exercise any of its rights under this Clause 11 and such rights are without prejudice and in addition to any rights under the general law.

11.3 In this Clause 11 the expression "rights under the general law" means any rights of set-off, combination or consolidation of accounts, lien or similar rights to which the Security Agent is entitled under any applicable law.

12. SUSPENSE ACCOUNT

Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Agreement or on account of the Grantor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Grantor or the Security Agent as the Security Agent) and the Security Agent may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

13. EXTINGUISHMENT OF SECURITY INTEREST(S)

- 13.1 The Security Interests shall not be extinguished prior to the expiry of the Security Period.
- 13.2 Where the Secured Obligations include obligations as to any Further Advance, whether expressly or in terms, the Security Interests shall not be extinguished by the repayment of any current advance.
- 13.3 Upon expiry of the Security Period, the Security Agent shall, at the request and cost of the Grantor, take such steps as may be necessary to release the Security Interests.
- 13.4 Prior to the expiry of the Security Period, the Grantor shall not serve a demand that the Security Agent register a financing change statement discharging a registration of a financing statement in respect of a Security Interest made by the Security Agent under or in connection with this Agreement.

14. MISCELLANEOUS

- 14.1 The Security Interests shall take effect as a security for the whole and every part of the payment or performance of the Secured Obligations.
- 14.2 The security created by this Agreement is independent of, and in addition to and will not merge with, be prejudicially affected by, or prejudicially affect, any other Security Interest or guarantee for any of the Secured Obligations now or subsequently held by the Security Agent or any person on its behalf or any other Secured Party.
- 14.3 The rights and remedies of the Security Agent under this Agreement may be exercised from time to time and as often as the Security Agent deems expedient and are in addition to and shall neither prejudice nor be prejudiced by any other security or right or remedy which is at any time available to the Security Agent or any other Secured Party (whether at law or pursuant to this Agreement, another agreement or the order of any court).
- 14.4 Any settlement or discharge between the Security Agent and the Grantor in respect of the Secured Obligations shall be conditional upon no security provided, or payment made, to the

Security Agent or any other Secured Party by the Grantor or any other person being avoided or reduced by virtue of any provision of any enactment or law relating to Bankruptcy, winding-up or insolvency, including without limitation any such provision concerning "transactions at an undervalue", "fraudulent or voidable preferences", "preferences" or any provision similar or analogous thereto. If any such security or payment shall be so avoided or reduced, the Security Agent shall be entitled to recover the value or amount thereof from the Grantor as if no such settlement or discharge had taken place.

- 14.5 No delay, omission, time or indulgence on the part of the Security Agent (or any other Secured Party) in exercising any right or remedy under this Agreement shall impair that right or remedy or (in the absence of an express reservation to that effect) operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise of that or any other right or remedy. Without prejudice to the generality of the foregoing, the Security Agent may exercise or refrain from exercising any of its rights and remedies independently in respect of different parts of the Collateral.
- 14.6 Save as otherwise expressly provided in this Agreement and subject always to the Law, any liberty or power which may be exercised or any determination which may be made by the Security Agent may be exercised or made in the absolute and unfettered discretion of the Security Agent which shall not be under any obligation to give reasons.
- 14.7 The Grantor acknowledges that the Security Agent has no obligation to perform any of the obligations of the Grantor, including in respect of the Collateral, or to make any payments or to enquire as to the nature or sufficiency of any payments made by or on behalf of the Grantor or to take any other action to collect or enforce payment of amounts the Security Agent is entitled to under or pursuant to this Agreement in respect of any Collateral.
- 14.8 If at any time one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way. In particular, without prejudice to the generality of the foregoing, no defect in respect of a Security Interest created or intended to be created over any part of the Collateral shall affect the Security Interest created over any other part.
- 14.9 No variation or amendment of this Agreement shall be valid unless in writing and made in accordance with the Intercreditor Agreement. Any waiver by the Security Agent of any Event of Default or other breach of terms of this Agreement, and any consent or approval given by the Security Agent for the purposes of this Agreement, shall also be effective only if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is granted.
- 14.10 The Grantor may not direct the application by the Security Agent of any sums received by the Security Agent under, or pursuant to, any of the terms of this Agreement or in respect of the Secured Obligations.

- 14.11 The Security Agent shall without prejudice to its other rights and powers under this Agreement be entitled (but not bound) at any time and as often as may be necessary to take any such action as it may in its discretion think fit for the purpose of protecting the Security Interests.
- 14.12 Any notification submitted by the Security Agent to the Grantor as to the amount of the Secured Obligations or any other amount referred to in or arising under this Agreement shall, in the absence of manifest error, be conclusive and binding on the Grantor.
- 14.13 This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.
- 14.14 The Security Agent shall at no time be deemed to authorise impliedly or otherwise any dealing in the Collateral for the purposes of Article 24 (*Continuation of security interests in proceeds*) of the Law.
- 14.15 In accordance with Article 65 (*Applicant to pass on verification statement*) of the Law, the Grantor hereby irrevocably waives the right to receive a copy of any verification statement relating to any financing statement or financing change statement registered in respect of any Security Interest.
- 14.16 In accordance with Article 78 (*No fee for compliance with demand*) of the Law and without prejudice to Clause 9 and any other obligation under the Intercreditor Agreement, the Grantor shall pay to the Security Agent on demand the Security Agent's reasonably incurred fees, costs and expenses including, but not limited to, legal fees and expenses on solicitor and own client basis, in connection with any demand for registration of a financing change statement relating to a Security Interest served or purported to be served by any person at any time under or pursuant to Article 75 (*Demand for registration of financing change statement*) of the Law.
- 14.17 The Security Agent and/or any or all of the other Secured Parties may at any time without prejudicing its/their rights under this Agreement:
- 14.17.1 determine, reduce, increase or otherwise vary any credit to any person;
- 14.17.2 give time for payment or grant any other indulgence to any person;
- 14.17.3 renew, hold over or give up any bills of exchange, promissory notes or other negotiable instruments;
- 14.17.4 deal with, exchange, release, modify or abstain from perfecting or enforcing any security, guarantee or other right which the Security Agent or any other Secured Party may now or at any time have from or against any person;
- 14.17.5 compound with any guarantor or other person;

- 14.17.6 do or omit to do any other act or thing the doing or omission of which, apart from this provision, would or might afford any defence to a surety.
- 14.18 The Grantor waives any right it may have (whether by virtue of the *droit de discussion*, *droit de division* or otherwise) to require that:
- 14.18.1 the Security Agent and/or any or all of the other Secured Parties, before enforcing this Agreement, take(s) any action, exercise(s) any recourse or seek(s) a declaration of Bankruptcy against any other person, make(s) any claim in a Bankruptcy, liquidation, administration or insolvency of any person or enforce(s) or seek(s) to enforce any other right, claim, remedy or recourse against any other person;
- 14.18.2 the Security Agent and/or any or all of the other Secured Parties, in order to preserve any of its/their rights against the Grantor, join(s) the Grantor as a party to any proceedings against any other person or any other person as a party to any proceedings against the Grantor or takes any other procedural steps; or
- 14.18.3 the Security Agent and/or any or all of the other Secured Parties divide(s) the liability of the Grantor under this Agreement with any other person.
- 14.19 The Grantor warrants that, as at the date of this Agreement, it has not taken, received or exercised any Competing Rights and agrees that it will not in the future take, receive or exercise any Competing Rights until the Security Agent has confirmed in writing to the Grantor that the Secured Obligations have been wholly discharged or until the Grantor is otherwise released by the Security Agent from its obligations under this Agreement.
- 14.20 If, notwithstanding Clause 14.19, any Competing Rights are taken, exercised or received by the Grantor, such Competing Rights and all monies or other property or assets received or held in respect thereof shall be held by the Grantor on trust for the Security Agent to be applied in or towards the discharge of the Grantor's liabilities under this Agreement and shall be transferred, assigned or, as the case may be, paid to the Security Agent promptly following the Security Agent's demand.
- 14.21 The Security Agent's (and any other Secured Party's) rights under Clauses 14.17 to 14.20 are in addition to and shall not in any way derogate from or be prejudiced by any security held by the Security Agent (or any other Secured Party) from any person (including the Security Interests).
- 14.22 Clauses 15.4 to 15.7 (inclusive) of the Debenture shall apply to this Agreement *mutatis mutandis*, with references to a "Chargor" being construed as references to the Grantor and references to "this Debenture" being construed as references to this Agreement.
- 14.23 The Grantor hereby irrevocably consents and agrees to the processing by the Security Agent or any person on its behalf of any personal data (as defined in the Data Protection (Jersey) Law 2005) and inclusion of such information in any financing statement or financing change

statement registered pursuant to the Law in connection with the Security Interests and/or this Agreement.

14.24 The Security Agent shall hold the benefit of this Agreement inclusive of, *inter alia*, the security interests, confirmations, representations and warranties and undertakings and covenants given by the Grantor in and pursuant to this Agreement upon trust for the Secured Parties on the terms and conditions of the Intercreditor Agreement.

14.25 The Security Agent as trustee under this Agreement shall have the duties of a trustee set out or referred to in clause 17 (*The Security Agent*) of the Intercreditor Agreement. All and any other duties and liabilities of a trustee that would otherwise attach to the Security Agent as a trustee under or by reason of this Agreement are hereby excluded to the maximum extent permitted by law.

14.26 All monies received or recovered by the Security Agent pursuant to this Agreement shall (subject to the Law and the claims of any person having prior rights thereto) be applied in the order and manner specified in clause 15 (*Application of Proceeds*) of the Intercreditor Agreement.

15. SECURITY AGENT

15.1 The Security Agent executes this Agreement in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement for and on behalf of the Secured Parties for which it acts. It will exercise its powers and authority under this Agreement in the manner provided for in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, indemnities and benefits conferred on it under the Intercreditor Agreement.

15.2 To the maximum extent permitted by law, the Security Agent shall not owe any fiduciary duties to the Grantor.

15.3 Notwithstanding any other provision of this Agreement, in acting under and in accordance with this Agreement the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Intercreditor Agreement at any time and, where it so acts on the instructions of the Secured Parties, the Security Agent shall not incur any liability to any person for so acting.

15.4 The powers conferred on the Security Agent under this Agreement are solely to protect the interests of the Secured Parties of the Security and shall not impose any duty upon the Security Agent or any Secured Party to exercise any such powers.

16. COMMUNICATIONS

16.1 Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by email, fax or letter.

- 16.2 The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement are:

16.2.1 in the case of the Grantor:

Address: 5 Hercules Way, Leavesden Park, Watford WD25 7GS
Facsimile: 01923 488351
Attention: David Harwood
Email: david.harwood@brighthouse.co.uk

16.2.2 in the case of the Security Agent:

Address: 45 Ludgate Hill, London, EC4M 7JU
Facsimile: +44 (0) 203 070 0113
Attention: TES Team
Email: tes@glas.agency

or any substitute address, fax number or department or officer which the Grantor may notify to the Security Agent (or the Security Agent may notify to the Grantor, if a change is made by the Security Agent) by not less than five Business Days' notice.

- 16.3 Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

16.3.1 if by way of fax, when received in legible form;

16.3.2 if by way of letter, when it has been left at the relevant address or seven Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or

16.3.3 if by way of email, when actually received in readable form,

and, if a particular department or officer is specified as part of its address details provided under Clause 16.2, if addressed to that department or officer.

- 16.4 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified at Clause 16.2 above (or any substitute department or officer as the Security Agent shall specify for this purpose).

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the Island of Jersey and the parties hereby irrevocably agree for the exclusive benefit of the Security Agent that the courts of the Island of Jersey are to have exclusive jurisdiction (without prejudice to Clauses 17.2 to 17.4) to settle any disputes which arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement ("Proceedings") shall be brought in such court.
- 17.2 Nothing contained in this Agreement shall limit the right of the Security Agent to take Proceedings, serve process or seek the recognition or enforcement of a judgment or any similar or related matter against the Grantor in any convenient, suitable or competent jurisdiction nor shall the taking of any action in one or more jurisdiction preclude the taking of action in any other jurisdiction, whether concurrently or not.
- 17.3 The Grantor irrevocably waives (and hereby irrevocably agrees not to raise) any objection which it may have now or hereafter to laying of the venue of any Proceedings in any such court as referred to in this Clause, any claim that any such Proceedings have been brought in an inconvenient forum and any right it may have to claim for itself or its assets immunity from suit, execution, attachment or other legal process.
- 17.4 The Grantor further hereby irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this Clause shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction.

18. AGENT FOR SERVICE

The Grantor irrevocably appoints Brighthouse Topco Limited of 3rd Floor, 44 Esplanade, St Helier, Jersey, JE4 9WG to act as its agent to receive and accept on its behalf any process or other document relating to Proceedings brought in the courts of the Island of Jersey.

THE SCHEDULE

CONFIRMATION

To: Glas Trustees Limited (the "Security Agent")
as security agent and security trustee for the Secured Parties (as defined below)

Dear Sirs

In this Confirmation:

"Acceleration Event"	has the meaning given to that term in the Intercreditor Agreement;
"Derivative Assets"	means all securities, dividends, distributions, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise that are attributable to any Securities or to assets previously described and all rights from time to time thereto and including any after-acquired property falling within any of the foregoing;
"Grantor"	means Brighthouse Group plc;
"Intercreditor Agreement"	means an intercreditor agreement dated on or about the date hereof between, amongst others, the Grantor and the Security Agent;
"Secured Parties"	means the Secured Parties as defined in the Security Agreement;
"Securities"	means the securities specified below; and
"Security Agreement"	means the security interest agreement between the Grantor and you as security trustee for the Secured Parties dated on or about the date of this Confirmation in relation to, amongst other things, the Securities and the Derivative Assets.

We confirm that:

1. as at the date of this Confirmation we have not had notice of any security interest (other than under the Security Agreement), mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever

which has the effect of creating security or another adverse right or interest affecting the Securities or the Derivative Assets;

2. we shall promptly notify you if we receive notice of any such matter in the future;
3. to the extent that it may prejudice or compete with the priority of any security granted to you by the Grantor we will not seek to enforce any lien or right of set off or other right that we may from time to time have over the Securities, the Derivative Assets or any proceeds (that are not Derivative Assets) of the Securities and Derivative Assets; and
4. If, after an Acceleration Event has occurred, you wish your own name, or the name of such other person as you shall nominate, to be entered in the register of members of the Company as holder of any Securities, we shall promptly effect this.

This confirmation is given for *cause* and shall be governed by and construed in accordance with the laws of Jersey.

Yours faithfully

.....
duly authorised
for and on behalf of
BrightHouse Finco Limited

Date: _____ 2018

THE SECURITIES

One no par value share in the capital of BrightHouse Finco Limited (the "Company") and any other shares in the Company that may from time to time be legally and/or beneficially owned by the Grantor, all such securities being subject to the Security Agreement.

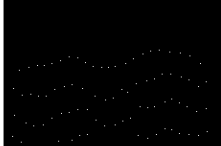
IN WITNESS whereof the parties have duly executed this Agreement the day and year first above written

SIGNED for and on behalf of

BRIGHTHOUSE GROUP PLC



in the presence of:



Witness

Name: NICK ENGLISH

Address:



Occupation:



SIGNED

for and on behalf of

GLAS TRUSTEES LIMITED

as security agent and security trustee for the Secured Parties

by:

A black rectangular box redacting the signature of Amy Bowley.

Amy Bowley
Transaction Manager