

NOV 20 2017 10:21 AM

AVIVA

2

NO. 444 P. 2

CAPITAL MAINTENANCE AGREEMENT

This Capital Maintenance Agreement (this "Agreement") is made in London, England, as of, April 11, 2013 ("Effective Date"), between CGU International Insurance plc., a company incorporated under the laws of England and Wales ("CGUII") and Aviva Life Insurance Company, a Delaware corporation ("Aviva Life").

WHEREAS, CGUII is the indirect parent company of Aviva Life;

WHEREAS, Aviva Life is in the business of selling and administering life insurance and annuity contracts on individual lives in the United States and Aviva Life is liable for the payment of all life and annuity contract benefits; and

WHEREAS, CGUII is willing to enter into this Agreement for the benefit of Aviva Life and in consideration of the fee to be paid by Aviva Life to CGUII hereunder.

NOW, THEREFORE, in consideration of the material covenants and undertakings set forth in this Agreement, and other good and valuable consideration, the parties hereto agree as follows:

- (a) During the term of this Agreement, CGUII agrees to maintain capital in Aviva Life to ensure that it is able to maintain a minimum capital level at each year end in the amount of 300% of the Company Action Level risk based capital requirements as currently defined by the National Association of Insurance Commissioners and may do so in the form of direct or indirect capital contributions or by the purchase of newly issued shares of capital stock of Aviva USA Corporation ("Capital Stock"). CGUII agrees that in the event it makes capital contributions by the purchase of Capital Stock, it will direct and cause Aviva USA Corporation to make payments to Aviva Life in amounts equal to the aggregate amount of each purchase of Capital Stock. Each such payment will be in US Dollars and deposited in an account specified by Aviva Life within 10 business days after each purchase.
- (b) CGUII expressly agrees that its undertaking provided herein shall be an absolute, unconditional, present and continuing obligation during the term of this Agreement.
- (c) CGUII represents and warrants that (i) this Agreement has been duly authorized, executed and delivered in London, England, by and on behalf of CGUII and constitutes a legal, valid and binding agreement of CGUII, and (ii) the execution, delivery or performance by CGUII of this Agreement does not and will not conflict with, or result in any material breach or violation of, its constitutional documents or any agreement to which it is a party or by which it or any of its assets is bound.
- (d) Aviva Life and CGUII agree that this Agreement shall terminate on the earlier of (i) immediately upon Aviva Life and CGUII ceasing to be affiliates (as defined below) or (ii) three years from the Effective Date. Notwithstanding the foregoing, this Agreement may be renewed for as many successive terms and for such durations as the parties may mutually agree to in writing. As used herein, the term "affiliate" means a party that directly or indirectly controls, is controlled by, or is under common control with, another party. As used herein, the terms "control", "controls" and "controlled" mean the possession, either directly or indirectly, of the power to direct or cause the direction of

CMA REV. 20011107



NOV 29 2003 10:21 AM

AVIVA

NO. 444 P. 3

the management and policies of such party, whether through the ownership of voting securities or by contract or otherwise.

- (e) The obligations of CGUII herein are intended for the sole benefit of Aviva Life and nothing in this Agreement shall be deemed to create rights or interests in any third party, including without limitation any payee, contract holder, third party or beneficiary under any life insurance or annuity contract issued by Aviva Life. This Agreement shall not be assigned, in whole or in part, by either party without the other party's prior written consent.
- (f) If any part of this Agreement shall be held invalid, illegal or unenforceable, the remaining parts of the Agreement shall not be affected and shall continue with full force and effect. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.
- (g) Aviva Life and CGUII shall hold confidential and not disclose the existence, contents and terms of this Agreement, directly or indirectly, to any person or entity without the prior written consent of the other party hereto, other than to such rating agencies as the parties shall mutually agree or as may be required by law, court process or by the requirements of any securities exchange.
- (h) This Agreement shall be governed, interpreted, construed and enforced by and in accordance with the laws of England and Wales. Any proceeding to resolve a dispute arising out of or related to this Agreement shall be brought only in the courts of England and Wales, which shall have exclusive jurisdiction over this Agreement. The parties consent to service and jurisdiction of the courts of England and Wales.
- (i) All notices pertaining to this Agreement, including service of process under paragraph (j) above, shall be given to and received by Aviva Life at 108 Myrtle Street, North Quincy, MA 02171, Attention: Chief Financial Officer and to CGUII at ~~[insert CGUII's address]~~ **St Helen's 1 Undershaft London EC3P 3DQ.**

NO. 444 P. 4

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in London, England, as of the day and year first written above.

CGU International Insurance plc.

By: M. N. Biggs

Name: MICHAEL NICHOLAS BIGGS

Title: GROUP FINANCE DIRECTOR

Acknowledged and Accepted:

Aviva Life Insurance Company.

By: Hans L. Carstensen III

Name: HANS L. CARSTENSEN III

Title: PRESIDENT