



## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

Page 1

The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not  
write in this  
margin

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

The number and class of the shares acquired or to be acquired is: ANNEXURE 2

The assistance is to be given to: (note 2) FIELDSTREET (ACQUISITION) LIMITED AND  
FIELDSTREET (FINANCE) LIMITED BOTH OF LIBRARY HOUSE, NEW ROAD, BRENTWOOD,  
ESSEX CM14 4SD

The assistance will take the form of:

ANNEXURE 3

The person who [has acquired] ~~XXXXXX~~ the shares is:

FIELDSTREET (ACQUISITION) LIMITED

† delete as  
appropriate

The principal terms on which the assistance will be given are:

ANNEXURE 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £ ANNEXURE 5

The value of any asset to be transferred to the person assisted is £ NIL

Please do not  
write in this  
margin

The date on which the assistance is to be given is within 8 weeks of the date hereof

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

I/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

\* delete either (a) or  
(b) as appropriate

(b) ~~I/We have formed the opinion that this company will be unable to pay its debts as they fall due during the year immediately following that date]\* (note 3)~~

And ~~X~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Library Hse, New Road, Brentwood,  
Essex, CM14 4GD

Day Month Year

on 

0	5	0	1	2	0	0	6
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before me

Lawrence LARA HARRISON.

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

V. Lugg  
A. Thibault  
[Signature]

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**ANNEXURES TO FINANCIAL ASSISTANCE DECLARATION FORM 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 1**

The names and addresses of the directors of the Company are:

Neil Alan Utley	Larkins Farm 199 Nine Ashes Road Blackmore Essex CM4 0JY
Andrew James Gibson	21 Acorn Lane Cuffle Potters Bar Hertfordshire EN6 4JQ
Victoria Louise Cuggy	1 Canon Road Little Dunmow Dunmow Essex CM6 3GF
Nicholas Potts	Newarks Barn Newarks Road GoodEaster Essex CM1 4SA

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 2**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The shares acquired are 323,217,271 ordinary shares of £0.10 each in Target.

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 3**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The financial assistance takes the form of:

1. the entry by the Subsidiary into the Syndication Investor Debenture whereby the Subsidiary will, inter alia, secure the payment and discharge of all obligations under the DDB Instrument; and
2. the entry by the Subsidiary as a guarantor into the DDB Instrument whereby the Subsidiary will guarantee, inter alia, repayment of all obligations under the DDB Instrument,

as each document is assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time.

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 4**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The principal terms on which the financial assistance will be given are as follows:

**1. THE SYNDICATION INVESTOR DEBENTURE**

- 1.1 The security referred to in paragraph 1 of Annexure 3 is to be created by the Subsidiary entering into the Syndication Investor Debenture in favour of the Security Trustee from time to time.
- 1.2 After the Secured Debt Discharge Date, the Subsidiary covenants to pay or discharge the Secured Liabilities in the manner provided for in the DDB Instrument.
- 1.3 After the Secured Debt Discharge Date the Subsidiary must:
  - 1.3.1 immediately on written demand pay all costs and expenses (including legal fees) incurred in connection with the Syndication Investor Debenture by any Bondholder, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under the Syndication Investor Debenture; and
  - 1.3.2 keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning the Security (save in the case of any Bondholder, attorney, manager or other person appointed by the Security Trustee, which is

not a Receiver or Administrator, for its gross negligence); this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise.

1.4 If the Subsidiary purports to assign or charge by way of fixed charge its rights under an agreement or purports to charge by way of fixed charge any other Security Asset under clauses 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 or 2.9 of the Syndication Investor Debenture, such assignment or fixed charge will not take effect to the extent that the Chargor is subject to the rules or regulations of the Financial Services Authority or Lloyd's and such assignment or fixed charge would be prohibited by such rules or regulations.

1.5 The Subsidiary charges and agrees to charge all the present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

1.5.1 by way of legal mortgage:

- (a) all estates or interests in any freehold or long leasehold property owned by it and all rights under any licence or other agreement or document which gives the Subsidiary a right to occupy or use property including that specified in part 1 of schedule 2 (Security Assets) of the Syndication Investor Debenture; and
- (b) all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Subsidiary a right to occupy or use property (not charged by clause 2.2(a)(i) of the Syndication Investor Debenture);

1.5.2 by way of fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;

1.5.3 by way of fixed charge:

- (a) all shares in any member of the Group owned by it or held by any nominee on its behalf including any shares specified in part 2 of



schedule 2 (Security Assets) of the Syndication Investor Debenture;  
and

- (b) interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (not charged by clause 2.3(a)(i) of the Syndication Investor Debenture;

1.5.4 by way of fixed charge all Intellectual Property Rights including any specified in part 5 of schedule 2 (Security Assets) of the Syndication Investor Debenture;

1.5.5 by way of fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (c); and
- (d) its uncalled capital;

1.5.6 by way of fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person including its Collection Accounts and Trading Accounts (if any) and the debt represented by that account;

1.5.7 by way of fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and

- (c) the benefit of all rights, securities, negotiable instruments and guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) or (b) above.

1.6 After the Secured Debt Discharge Date, the Subsidiary assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

1.6.1 its Relevant Contracts, including all damages, compensation remuneration, profit, rent or income which it may derive from that right or be awarded or entitled to in respect of that right;

1.6.2 to the extent that any such right described in paragraph 1.7.1 above is not assignable or capable of assignment, any damages, compensation, remuneration, profit, rent or income; and

1.6.3 to the extent that any such right described in paragraphs 1.7.1 and 1.7.2 above is not effectively assigned the Subsidiary charges by way of fixed charge all of its rights under each agreement and document described in paragraph 1.7.1 above.

1.7 After the Secured Debt Discharge Date, the Subsidiary assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption all its present and future right, title and interest in and to:

1.7.1 the Insurances, all claims under the Insurances and all rights in connection with those amounts; and

1.7.2 all amounts and rights described in clause 2.7(a) of the Syndication Investor Debenture (not otherwise assigned under clause 2.7(a) of the Syndication Investor Debenture).

1.8 The Subsidiary charges and agrees to charge by way of first floating charge all its present and future:

1.8.1 all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Syndication Investor Debenture; and

- 1.8.2 all of its assets situated in Scotland whether or not otherwise effectively mortgaged, charged or assigned under the Syndication Investor Debenture.
- 1.9 The Security Trustee may, by written notice to the Subsidiary, convert the floating charge created under the Syndication Investor Debenture into a fixed charge as regards all or any of the Subsidiary's assets specified in the notice if:
- 1.9.1 any Declared Default has occurred;
- 1.9.2 the Security Trustee considers in good faith those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- 1.9.3 the Subsidiary fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (*Restrictions on dealing*) of the Syndication Investor Debenture.
- 1.10 To the extent permitted by the terms of the Priority Agreements, the floating charge created under the Syndication Investor Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over all of the Subsidiary's assets:
- 1.10.1 if an administrator is appointed or the Security Trustee receives a notice of an intention to appoint an administrator; or
- 1.10.2 on the convening of any meeting of the members of the Subsidiary to consider a resolution to wind it up (or not wind it up).
- 1.11 The giving by the Security Trustee of a notice pursuant to clause 2.11(d)(ii) of the Syndication Investor Debenture in relation to any asset of the Subsidiary will not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other asset or of any of the other rights of any other Bondholder under the DDB Instrument.
- 1.12 After the Secured Debt Discharge Date the Subsidiary must, at its own expense, take whatever action the Security Trustee (acting reasonably) or a Receiver may require in writing for:

- 1.12.1 creating, perfecting or protecting any security intended to be created by or pursuant to the Syndication Investor Debenture;
- 1.12.2 facilitating the realisation of any Security Asset;
- 1.12.3 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or
- 1.12.4 creating and perfecting security in favour of the Security Trustee (equivalent to the security intended to be created by the Syndication Investor Debenture) over any assets of the Subsidiary located in any jurisdiction outside England and Wales.

## **2. THE GUARANTEE IN THE DDB INSTRUMENT**

- 2.1 The guarantee referred to in paragraph 2 of Annexure 3 is set out in schedule 4 of the DDB Instrument. It provides that the Subsidiary and each other Guarantor irrevocably and unconditionally jointly and severally:
  - 2.1.1 guarantee to each Bondholder the due and punctual observance and performance of all the terms, conditions and covenants on the part of the Subsidiary under the DDB Instrument and any relevant Security Document and agree to pay to each Bondholder from time to time on demand made by a Bondholder every sum or sums of money representing all or any part of the amounts owed to it and which have not been paid at the time demand is made; and
  - 2.1.2 agree as a primary obligation to indemnify each Bondholder from time to time on demand by the Bondholder from and against any cost, loss, liability or expense incurred or suffered by the Bondholder as a result of any of the obligations of the Subsidiary under the DDB Instrument being or becoming void, voidable, unenforceable or ineffective as against the Subsidiary for any reason, whether or not known to the Bondholder or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from the Subsidiary under the DDB Instrument.

- 2.2 The obligations of the Subsidiary under the Guarantee will constitute and be primary and continuing obligations notwithstanding any settlement of account or other matter or thing, and in particular but without limitation, will not be considered satisfied by any intermediate payment or satisfaction of all or any of the amounts due under the DDB Instrument and will continue in full force and effect until all amounts due thereunder have been repaid in full.
- 2.3 The obligations of the Subsidiary under the Guarantee and the rights powers and remedies of the Bondholder, shall not be discharged, impaired or otherwise affected by:
- 2.3.1 any legal limitation, disability, incapacity or other circumstances relating to Fieldstreet (Finance) Limited or any other person;
  - 2.3.2 the winding-up, dissolution, administration or reorganisation of Fieldstreet (Finance) Limited or any other person or any change in its status, function, control or ownership;
  - 2.3.3 any security granted by Fieldstreet (Finance) Limited or the Guarantors being or becoming illegal, invalid, unenforceable or ineffective in any respect;
  - 2.3.4 time or other indulgence being granted or agreed to be granted to Fieldstreet (Finance) Limited or any other person;
  - 2.3.5 any amendment to, or any variation, waiver or release of, the terms of the DDB Instrument or any Security Document however fundamental the same may be;
  - 2.3.6 any failure to take, or fully to take, any security contemplated by the DDB Instrument or otherwise agreed to be taken in respect of the obligations of Fieldstreet (Finance) Limited and the Guarantors hereunder; or
  - 2.3.7 any other act, event or omission which, but for this provision, might operate to discharge, impair or otherwise affect any of the obligations of Fieldstreet (Finance) Limited or the Guarantors pursuant to, or any of the rights, powers or remedies conferred upon the Bondholder by, any document or by law.

Provided always that the Guarantors will not be required to make any payment in respect of the Bonds under the DDB Instrument unless such Bonds have become immediately repayable.

- 2.4 The Subsidiary agrees that, until the Bonds have been repaid in full, it shall not without the prior written consent of the Bondholders exercise any rights which it may at any time have by reason of the performance by it of its obligations under the Guarantee:

- 2.4.1 to be indemnified by Fieldstreet (Finance) Limited;
- 2.4.2 to prove in a winding-up of Fieldstreet (Finance) Limited;
- 2.4.3 to claim any contribution from any other guarantor or other surety of the obligations of Fieldstreet (Finance) Limited under the DDB Instrument;
- 2.4.4 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Bondholder relating to the obligations of Fieldstreet (Finance) Limited under the DDB Instrument or of any other security taken pursuant to, or in connection with, the obligations of Fieldstreet (Finance) Limited under the DDB Instrument by any Bondholder;
- 2.4.5 to enforce against Fieldstreet (Finance) Limited or any of its assets any security held by the Guarantors; and/or
- 2.4.6 to exercise any rights of set-off, counter-claim or similar rights against Fieldstreet (Finance) Limited or to have the benefit of any payment or other distribution from Fieldstreet (Finance) Limited;

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 5**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

Cash to be transferred at the time of the giving of the financial assistance is nil, however cash may be payable under the Guarantee.

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 6**

The following terms shall have the following meanings in these Annexures:

**"A Bonds"** means £476,546,842.60 junior deep discount bonds due 2015 constituted by the DDB Instrument;

**"Administrator"** means any administrator appointed in respect of any Chargor (whether by the Security Trustee, out of court or otherwise);

**"B Bonds"** means £156,721,238.45 junior deep discount bonds due 2015 constituted by the DDB Instrument;

**"Bonds"** means A Bonds and B Bonds;

**"Bondholders"** means the persons for the time being entered into the register of bondholders of Fieldstreet (Finance) Limited as the holders of the A Bonds and the B Bonds;

**"Chargors"** means Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, Cox Insurance Holdings Limited, Equity Insurance Group Limited, Equity Red Star Limited, Cox Broking Management Limited, Cox Claims Management Limited and Cox Insurance Brokers Limited;

**"Collection Account"** means in relation to any Chargor:

- (a) any agreement specified in Part 6 of Schedule 2 (Security Assets) of the Syndication Investor Debenture; and



(b) any other account which that Chargor and the Security Trustee have designated a Collection Account;

**"DDB Instrument"** means a deep discount bond instrument dated 6 July 2005 and amended and restated on or about the date of this declaration constituting the £476,546,842.60 junior deep discount A bonds due 2015 and the £156,721,238.45 junior deep discount B bonds due 2015;

**"Declared Default"** means an Event of Default (as defined in the DDB Instrument) in respect of which after the Secured Debt Discharge Date any notice has been served by the Majority Holders in accordance with condition 1.3 (Full Redemption prior to the Final Maturity Date of the option of the Majority Holders) of the A Bonds and B Bonds;

**"Group"** means Fieldstreet (Finance) Limited and its Subsidiaries from time to time;

**"Guarantors"** means the Initial Guarantors and the Subsidiaries which are permitted, pursuant to the terms of the Priority Agreements, to become a guarantor in accordance with clause 4.6.1 of the DDB Instrument and **"Guarantor"** shall mean each Guarantor from time to time;

**"Guarantee"** means the guarantee as set out in Schedule 4 of the DDB Instrument;

**"Initial Guarantor"** means Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, Cox Insurance Holdings Limited, Equity Insurance Group Limited, Equity Red Star Limited, Cox Broking Management Limited, Cox Claims Management Limited and Cox Insurance Brokers Limited;

**"Insurance"** means any contract of insurance taken out by or on behalf of a member of the Group or under which it has a right to claim;

**"Intellectual Property Rights"** means any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right, any copyright, data base or other intellectual property right or any interest (including by way of licence) in the above, in each case whether registered or not, and includes any related application;

**"Junior Priority Agreement"** means the priority agreement dated on or about the date of this declaration between, among others, the Bondholders, the Security Trustee, the Company and Initial Obligors (each as defined therein);

**"Lloyd's"** means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's;

**"Majority Holders"** means the Bondholders who from time to time hold in aggregate more than 75% of the Nominal Amount of the aggregate A Bonds and B Bonds in issue;

**"Mezzanine Discharge Date"** means the date on which the Mezzanine Agent is satisfied that all of the Mezzanine Debt (each as defined in the Mezzanine Facility Agreement) has been irrevocably paid and discharged and all Commitments under (and as defined in) the Mezzanine Facility Agreement cancelled;

**"Mezzanine Facility Agreement"** means the £60,000,000 Mezzanine Facility Agreement dated 28 April 2005 between, amongst others, Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, the Mezzanine Agent and the Security Trustee (each as defined therein) as amended, supplemented, novated and restated from time to time;

**"Newco Investor Debenture"** means a debenture dated 6 July 2005 and made between Englefield (Custody) Limited (as security agent) and Fieldstreet (Finance) Limited and Fieldstreet (Acquisition) Limited as chargors;

**"Nominal Amount"** shall bear the same meaning as is given to that term in the DBB Instrument;

**"Outstanding"** shall bear the meaning as is given to that term in the DBB Instrument;

**"Plant and Machinery"** means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles specified in part 3 of schedule 2 (*Security Assets*) of the Syndication Investor Debenture;

**"Priority Agreements"** means the Junior Priority Agreement and the Senior Priority Agreement;

**"Receiver"** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Syndication Investor Debenture;

**"Relevant Contract"** means in relation to any Chargor:

- (a) any agreement specified in Part 4 of Schedule 2 (*Security Assets*) of the Syndication Investor Debenture opposite its name or in Part 4 of the schedule to any Deed of Accession (as defined in the Syndication Investor Debenture) by which it became party to the Syndication Investor Debenture; and

- (b) any other agreement to which that Chargor is a party and which that Chargor and the Security Trustee have designated a Relevant Contract;

**"Secured Debt Discharge Date"** means the later of the Senior Discharge Date and the Mezzanine Discharge Date;

**"Secured Liabilities"** means all monies, obligations and liabilities (whether actual or contingent, present or future, and whether owed jointly or severally or in any other capacity whatsoever) of the Chargors to any Bondholder under the DDB Instrument and the Bonds excluding any obligation or liability which, if it were not so included, would result in the Syndication Investor Debenture contravening any law (including section 151 of the Companies Act 1985);

**"Security"** means any Security Interest created, evidenced or conferred by or under the Syndication Investor Debenture;

**"Security Assets"** means all assets of each Chargor the subject of the Security;

**"Security Documents"** means the Syndication Investor Debenture, the Newco Investor Debenture and the Target Group Investor Debenture and, to the extent permitted under the Priority Agreements, any other document evidencing or creating any guarantee or security over any asset of any member of the Group to a Bondholder and/or the Security Trustee (on behalf of the Bondholders);

**"Security Interest"** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or similar interest or any other arrangement having a substantially similar effect;

**"Security Trustee"** means Law Debenture Trust Corporation plc as security trustee for the Bondholders;

**"Senior Discharge Date"** means the date on which the Senior Agent is satisfied that all of the Senior Debt and Hedging Debt has been irrevocably paid and discharged and all Commitments of the Senior Creditors have been cancelled and all obligations of the Hedging Banks under the Hedging Documents have been terminated (all terms not defined herein as defined in the Senior Facilities Agreement);

**"Senior Facilities Agreement"** means the £238,000,000 Senior Facilities Agreement dated 28 April 2005 between, amongst others, the Parent, Fieldstreet (Acquisition) Limited, the Facility Agent and the Security Trustee as amended, supplemented, novated and restated from time to time;

**"Senior Priority Agreement"** means the priority agreement dated 28 April 2005 between, among others, the Parent, the Obligors, the Senior Creditors, Hedging Banks, Mezzanine Creditors, Investor Security Agent, Investors, Mezzanine Agent, Senior Agent and Security Agent (each as defined therein); and

**"Subsidiaries"** shall mean each subsidiary, within the meaning of Section 736 of the Companies Act 1985 and unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989, of Fieldstreet (Finance) Limited from time to time;

**"Syndication Investor Debenture"** means a debenture entered into between Law Debenture Trust Corporation plc (as security trustee for the Bondholders) and the Chargors dated on or about the date of this declaration;

**"Trading Account"** means in relation to any Chargor:

- (a) any account of that Chargor specified in Part 7 of Schedule 2 (*Security Assets*) of the Syndication Investor Debenture; and
- (b) any other account which that Chargor and the Security Trustee have designated a Trading Account; and

**"Target"** means Cox Insurance Holdings Limited; and

**"Target Group Investor Debenture"** means the debenture dated 22 August 2005 and made between Englefield (Custody) Limited (as security agent) and the Chargors (as defined therein).



**KPMG Audit Plc**  
One Canada Square  
London  
E14 5AG  
United Kingdom

Tel +44 (0) 20 7311 1000

The Directors  
Cox Broking Management Limited  
Library House  
New Road  
Brentwood  
Essex  
CM14 4GD

Our ref Eve/ce/3

5 January 2006

Dear Sirs

**Auditors' report to the directors of Cox Broking Management Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 5 January 2006 in connection with the proposal that Cox Insurance Brokers Limited, of which this company is a holding company, should give financial assistance for the discharge of a liability incurred in connection with the purchase of 100% of the ordinary shares of this company's holding company, Cox Insurance Holdings Limited.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc  
Registered Auditor

# G

**CHFP025**

COMPANIES FORM No. 155(6)b

**Declaration by the directors  
of a holding company in  
relation to assistance for the  
acquisition of shares**

**155(6)b**

Please do not  
write in this  
margin

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

**Note**  
Please read the notes  
on page 3 before  
completing this form

\* insert full name  
of company

• Insert name(s) and address(es) of all the directors

**Pursuant to section 155(6) of the Companies Act 1985**

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

**For official use**

**Company number**

0616245

Name of company

\* COX BROKING MANAGEMENT LIMITED

XWe# ANNEXURE 1

† delete as appropriate

§ delete whichever  
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors] of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

**The business of this company is:**

- (c) something other than the above

This company is ~~not~~ (a) holding company of COX INSURANCE BROKERS LIMITED

which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~XXXXXXXXXX~~ COX INSURANCE HOLDINGS LIMITED

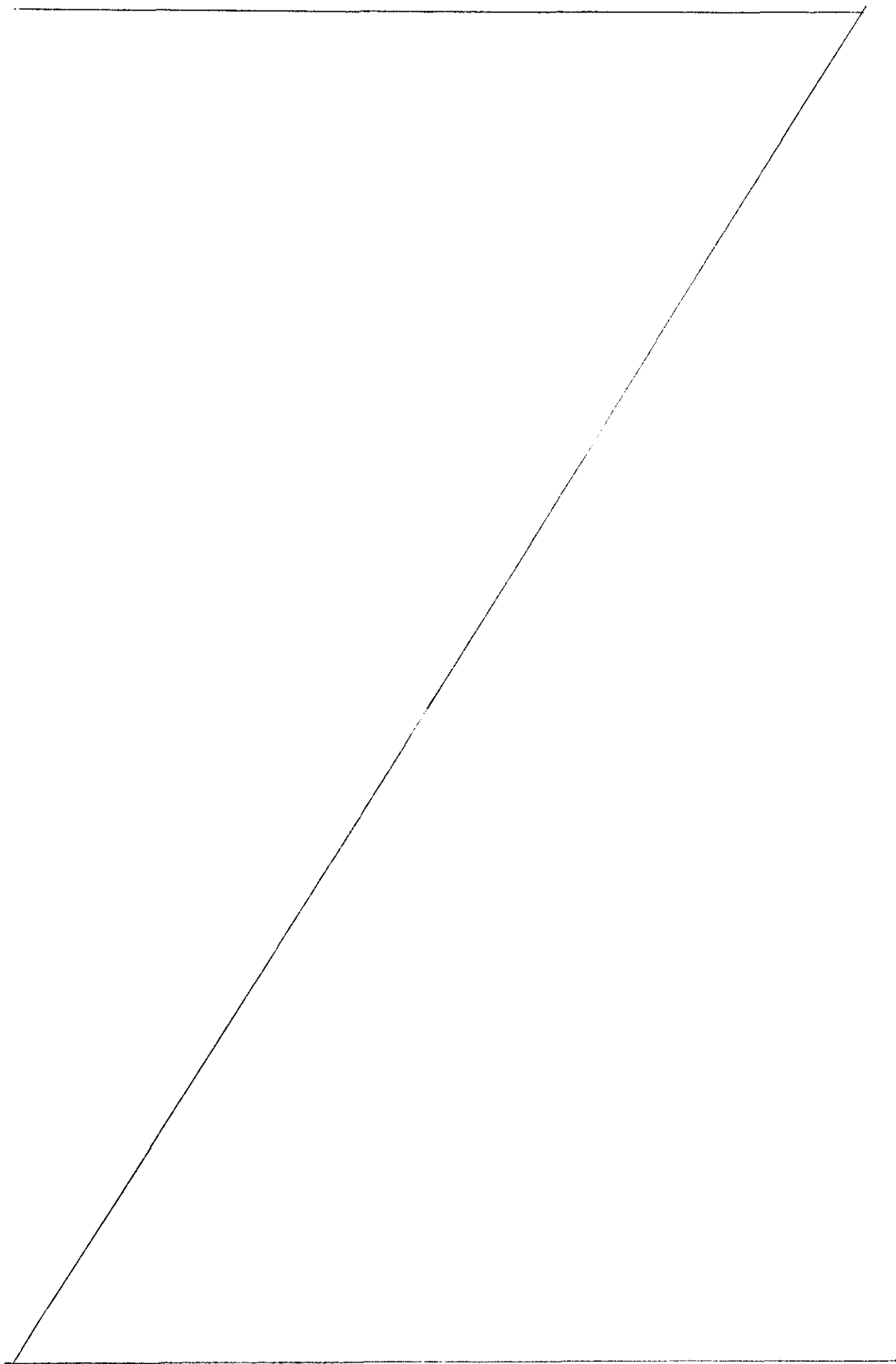
Presentor's name address and  
reference (if any) :  
LA Piper Rudnick Gray Cary UK  
Noble Street  
London  
EC2V 7EE

**DX: 3386 Finsbury Square**  
**76874/120023/8295455.1**

**For official Use**  
**General Section**

**LDS  
COMPANIES HOUSE**

170  
20/01/2006



The assistance is for the purpose of ~~10000000000~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not  
write in this  
margin

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

The number and class of the shares acquired or to be acquired is: ANNEXURE 2

The assistance is to be given to: (note 2) FIELDSTREET (ACQUISITION) LIMITED AND  
FIELDSTREET (FINANCE) LIMITED BOTH OF LIBRARY HOUSE, NEW ROAD, BRENTWOOD,  
ESSEX CM14 4SD

The assistance will take the form of:

ANNEXURE 3

The person who [has acquired] ~~100000000~~ the shares is:  
FIELDSTREET (ACQUISITION) LIMITED

† delete as  
appropriate

The principal terms on which the assistance will be given are:

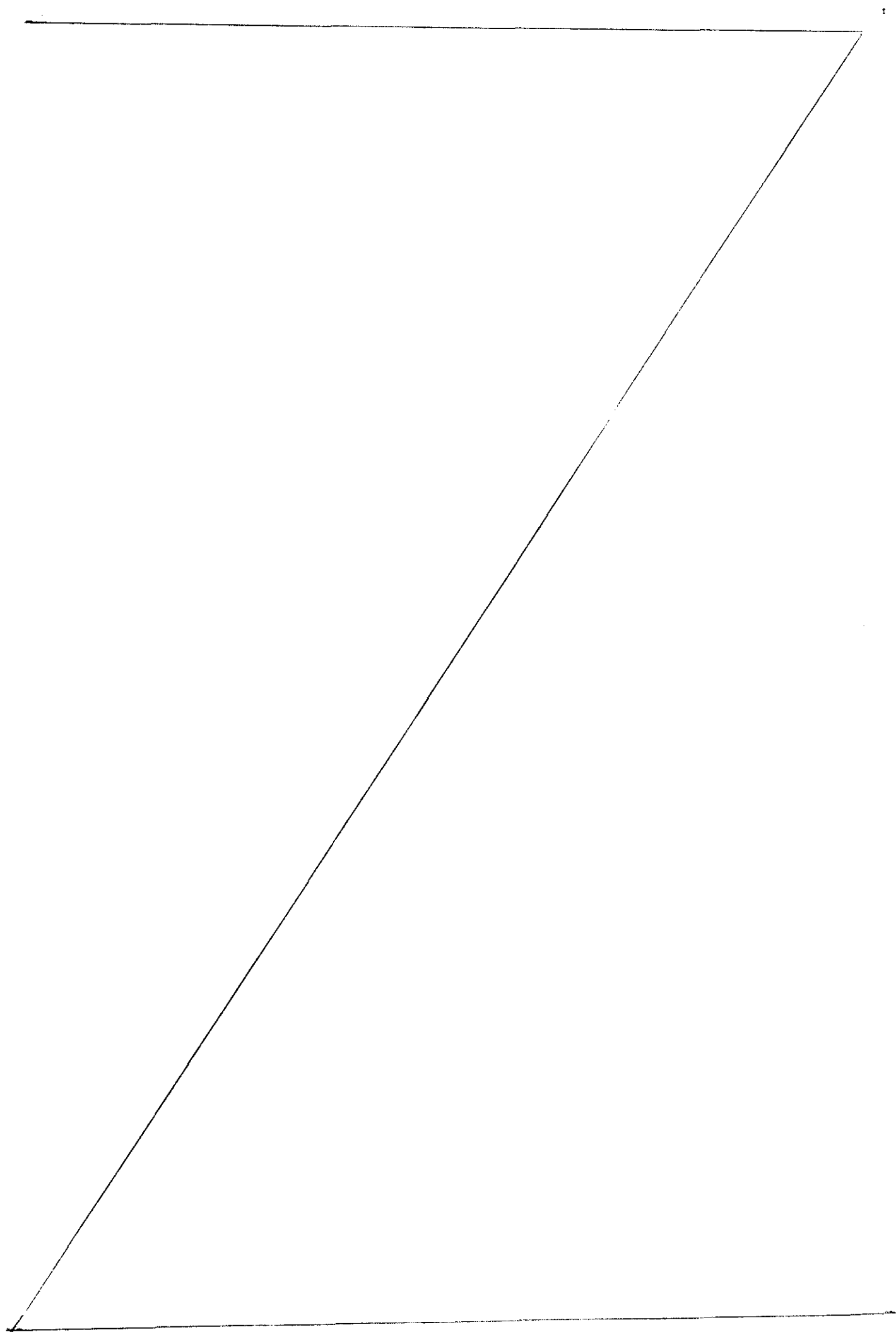
ANNEXURE 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £ ANNEXURE 5

The value of any asset to be transferred to the person assisted is £ NIL





Please do not  
write in this  
margin

The date on which the assistance is to be given is within 8 weeks of the date hereof

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

I/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

\* delete either (a) or  
(b) as appropriate

(b) ~~I/We have formed the opinion that this company will be unable to pay its debts as they fall due during the year immediately following that date]\* (note 3)~~

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

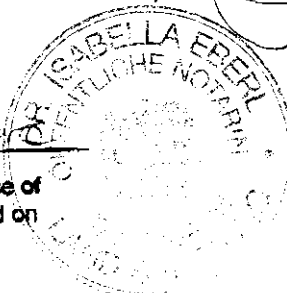
TAXENBACH, RAIFFEISENSTRASSE 3

Day Month Year  
on 05 01 2006

before me

Dr. Isabella Eberl

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



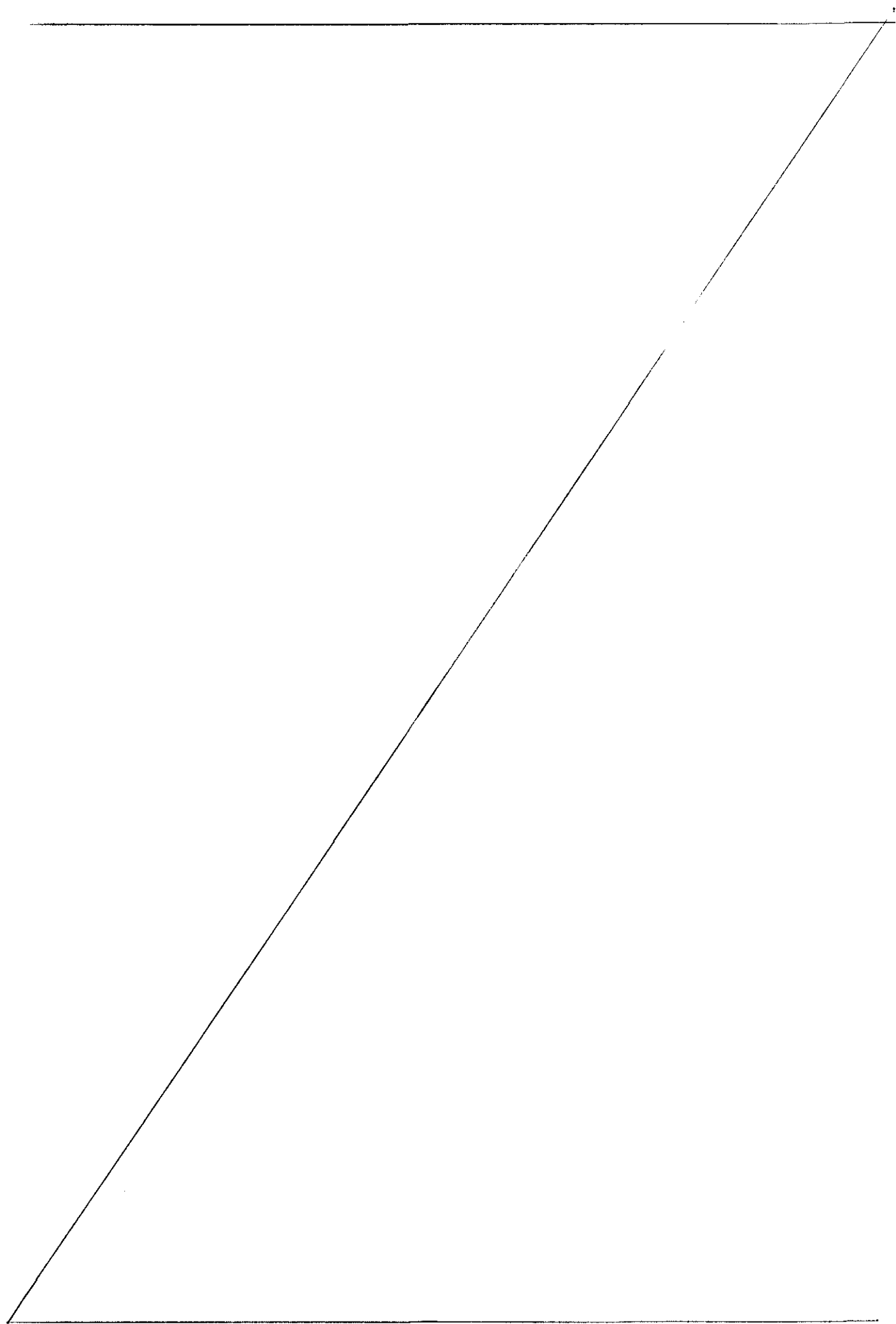
## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

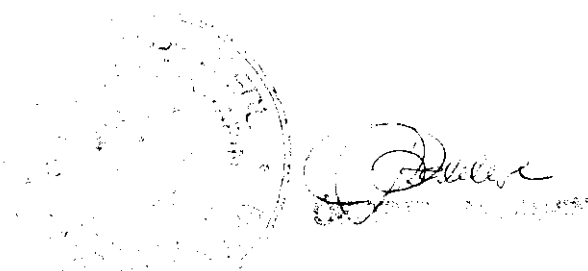
The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB



Gebühr von € 13,00 entrichtet, Dr. Isabella Eberl, öff. Notarin, 5660 Taxenbach

Beurkundungsregisterzahl: 10/2006

Ich bestätige die Echtheit der Unterschrift des Herrn Nicholas **Potts**, geboren am 08.08.1960 (achten August neunzehnhundertsechzig), Geschäftsführer, wohnhaft GB-HX4 OEU Krumlin, Halifax (England), 4 Ringstone, als Geschäftsführer der "COX BROKING MANAGEMENT LIMITED". -----  
Taxenbach, am 05.01.2006 (fünften Jänner zweitausendsechs). -----

A circular notary seal for Dr. Isabella Eberl, Notary Public, 5660 Taxenbach, is visible on the left. To its right is a handwritten signature in cursive script.

Fee in amount of € 13,00 paid, Dr. Isabella Eberl, Notary Public, 5660 Taxenbach

File number: 10/2006

I herewith certify the genuineness of the signature of Mister Nicholas **Potts**, born the 08<sup>th</sup> of August 1960 (eighth of August neunteenhundredsixty), company director, resident in GB-HX4 OEU Krumlin, Halifax (England), 4 Ringstone, as company director of "COX BROKING MANAGEMENT LIMITED". -----  
Taxenbach, the 05<sup>th</sup> of January 2006 (fifth of January twothousandsix). -----

A circular notary seal for Dr. Isabella Eberl, Notary Public, 5660 Taxenbach, is visible on the left. To its right is a handwritten signature in cursive script.



**ANNEXURES TO FINANCIAL ASSISTANCE DECLARATION FORM 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 1**

The names and addresses of the directors of the Company are:

Neil Alan Utley

Larkins Farm  
199 Nine Ashes Road  
Blackmore  
Essex  
CM4 0JY

Andrew James Gibson

21 Acorn Lane  
Cuffley  
Potters Bar  
Hertfordshire  
EN6 4JQ

*AGL*

Victoria Louise Cuggy

1 Canon Road  
Little Dunmow  
Dunmow  
Essex  
CM6 3GF

Nicholas Potts

Newarks Barn  
Newarks Road  
GoodEaster  
Essex  
CM1 4SA

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 2**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The shares acquired are 323,217,271 ordinary shares of £0.10 each in Target.

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 3**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The financial assistance takes the form of:

1. the entry by the Subsidiary into the Syndication Investor Debenture whereby the Subsidiary will, inter alia, secure the payment and discharge of all obligations under the DDB Instrument; and
2. the entry by the Subsidiary as a guarantor into the DDB Instrument whereby the Subsidiary will guarantee, inter alia, repayment of all obligations under the DDB Instrument,

as each document is assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time.



**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 4**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

The principal terms on which the financial assistance will be given are as follows:

**1. THE SYNDICATION INVESTOR DEBENTURE**

- 1.1 The security referred to in paragraph 1 of Annexure 3 is to be created by the Subsidiary entering into the Syndication Investor Debenture in favour of the Security Trustee from time to time.
- 1.2 After the Secured Debt Discharge Date, the Subsidiary covenants to pay or discharge the Secured Liabilities in the manner provided for in the DDB Instrument.
- 1.3 After the Secured Debt Discharge Date the Subsidiary must:
  - 1.3.1 immediately on written demand pay all costs and expenses (including legal fees) incurred in connection with the Syndication Investor Debenture by any Bondholder, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under the Syndication Investor Debenture; and
  - 1.3.2 keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning the Security (save in the case of any Bondholder, attorney, manager or other person appointed by the Security Trustee, which is

not a Receiver or Administrator, for its gross negligence); this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise.

1.4 If the Subsidiary purports to assign or charge by way of fixed charge its rights under an agreement or purports to charge by way of fixed charge any other Security Asset under clauses 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 or 2.9 of the Syndication Investor Debenture, such assignment or fixed charge will not take effect to the extent that the Chargor is subject to the rules or regulations of the Financial Services Authority or Lloyd's and such assignment or fixed charge would be prohibited by such rules or regulations.

1.5 The Subsidiary charges and agrees to charge all the present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

1.5.1 by way of legal mortgage:

- (a) all estates or interests in any freehold or long leasehold property owned by it and all rights under any licence or other agreement or document which gives the Subsidiary a right to occupy or use property including that specified in part 1 of schedule 2 (Security Assets) of the Syndication Investor Debenture; and
- (b) all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Subsidiary a right to occupy or use property (not charged by clause 2.2(a)(i) of the Syndication Investor Debenture);

1.5.2 by way of fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;

1.5.3 by way of fixed charge:

- (a) all shares in any member of the Group owned by it or held by any nominee on its behalf including any shares specified in part 2 of

schedule 2 (Security Assets) of the Syndication Investor Debenture;  
and

- (b) interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (not charged by clause 2.3(a)(i) of the Syndication Investor Debenture;

1.5.4 by way of fixed charge all Intellectual Property Rights including any specified in part 5 of schedule 2 (Security Assets) of the Syndication Investor Debenture;

1.5.5 by way of fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (c); and
- (d) its uncalled capital;

1.5.6 by way of fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person including its Collection Accounts and Trading Accounts (if any) and the debt represented by that account;

1.5.7 by way of fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and

- (c) the benefit of all rights, securities, negotiable instruments and guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) or (b) above.
- 1.6 After the Secured Debt Discharge Date, the Subsidiary assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
  - 1.6.1 its Relevant Contracts, including all damages, compensation remuneration, profit, rent or income which it may derive from that right or be awarded or entitled to in respect of that right;
  - 1.6.2 to the extent that any such right described in paragraph 1.7.1 above is not assignable or capable of assignment, any damages, compensation, remuneration, profit, rent or income; and
  - 1.6.3 to the extent that any such right described in paragraphs 1.7.1 and 1.7.2 above is not effectively assigned the Subsidiary charges by way of fixed charge all of its rights under each agreement and document described in paragraph 1.7.1 above.
- 1.7 After the Secured Debt Discharge Date, the Subsidiary assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption all its present and future right, title and interest in and to:
  - 1.7.1 the Insurances, all claims under the Insurances and all rights in connection with those amounts; and
  - 1.7.2 all amounts and rights described in clause 2.7(a) of the Syndication Investor Debenture (not otherwise assigned under clause 2.7(a) of the Syndication Investor Debenture).
- 1.8 The Subsidiary charges and agrees to charge by way of first floating charge all its present and future:
  - 1.8.1 all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Syndication Investor Debenture; and

- 1.8.2 all of its assets situated in Scotland whether or not otherwise effectively mortgaged, charged or assigned under the Syndication Investor Debenture.
- 1.9 The Security Trustee may, by written notice to the Subsidiary, convert the floating charge created under the Syndication Investor Debenture into a fixed charge as regards all or any of the Subsidiary's assets specified in the notice if:
- 1.9.1 any Declared Default has occurred;
- 1.9.2 the Security Trustee considers in good faith those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- 1.9.3 the Subsidiary fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (*Restrictions on dealing*) of the Syndication Investor Debenture.
- 1.10 To the extent permitted by the terms of the Priority Agreements, the floating charge created under the Syndication Investor Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over all of the Subsidiary's assets:
- 1.10.1 if an administrator is appointed or the Security Trustee receives a notice of an intention to appoint an administrator; or
- 1.10.2 on the convening of any meeting of the members of the Subsidiary to consider a resolution to wind it up (or not wind it up).
- 1.11 The giving by the Security Trustee of a notice pursuant to clause 2.11(d)(ii) of the Syndication Investor Debenture in relation to any asset of the Subsidiary will not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other asset or of any of the other rights of any other Bondholder under the DDB Instrument.
- 1.12 After the Secured Debt Discharge Date the Subsidiary must, at its own expense, take whatever action the Security Trustee (acting reasonably) or a Receiver may require in writing for:

- 1.12.1 creating, perfecting or protecting any security intended to be created by or pursuant to the Syndication Investor Debenture;
- 1.12.2 facilitating the realisation of any Security Asset;
- 1.12.3 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or
- 1.12.4 creating and perfecting security in favour of the Security Trustee (equivalent to the security intended to be created by the Syndication Investor Debenture) over any assets of the Subsidiary located in any jurisdiction outside England and Wales.

## **2. THE GUARANTEE IN THE DDB INSTRUMENT**

- 2.1 The guarantee referred to in paragraph 2 of Annexure 3 is set out in schedule 4 of the DDB Instrument. It provides that the Subsidiary and each other Guarantor irrevocably and unconditionally jointly and severally:
  - 2.1.1 guarantee to each Bondholder the due and punctual observance and performance of all the terms, conditions and covenants on the part of the Subsidiary under the DDB Instrument and any relevant Security Document and agree to pay to each Bondholder from time to time on demand made by a Bondholder every sum or sums of money representing all or any part of the amounts owed to it and which have not been paid at the time demand is made; and
  - 2.1.2 agree as a primary obligation to indemnify each Bondholder from time to time on demand by the Bondholder from and against any cost, loss, liability or expense incurred or suffered by the Bondholder as a result of any of the obligations of the Subsidiary under the DDB Instrument being or becoming void, voidable, unenforceable or ineffective as against the Subsidiary for any reason, whether or not known to the Bondholder or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from the Subsidiary under the DDB Instrument.

- 2.2 The obligations of the Subsidiary under the Guarantee will constitute and be primary and continuing obligations notwithstanding any settlement of account or other matter or thing, and in particular but without limitation, will not be considered satisfied by any intermediate payment or satisfaction of all or any of the amounts due under the DDB Instrument and will continue in full force and effect until all amounts due thereunder have been repaid in full.
- 2.3 The obligations of the Subsidiary under the Guarantee and the rights powers and remedies of the Bondholder, shall not be discharged, impaired or otherwise affected by:
- 2.3.1 any legal limitation, disability, incapacity or other circumstances relating to Fieldstreet (Finance) Limited or any other person;
  - 2.3.2 the winding-up, dissolution, administration or reorganisation of Fieldstreet (Finance) Limited or any other person or any change in its status, function, control or ownership;
  - 2.3.3 any security granted by Fieldstreet (Finance) Limited or the Guarantors being or becoming illegal, invalid, unenforceable or ineffective in any respect;
  - 2.3.4 time or other indulgence being granted or agreed to be granted to Fieldstreet (Finance) Limited or any other person;
  - 2.3.5 any amendment to, or any variation, waiver or release of, the terms of the DDB Instrument or any Security Document however fundamental the same may be;
  - 2.3.6 any failure to take, or fully to take, any security contemplated by the DDB Instrument or otherwise agreed to be taken in respect of the obligations of Fieldstreet (Finance) Limited and the Guarantors hereunder; or
  - 2.3.7 any other act, event or omission which, but for this provision, might operate to discharge, impair or otherwise affect any of the obligations of Fieldstreet (Finance) Limited or the Guarantors pursuant to, or any of the rights, powers or remedies conferred upon the Bondholder by, any document or by law.

Provided always that the Guarantors will not be required to make any payment in respect of the Bonds under the DDB Instrument unless such Bonds have become immediately repayable.

- 2.4 The Subsidiary agrees that, until the Bonds have been repaid in full, it shall not without the prior written consent of the Bondholders exercise any rights which it may at any time have by reason of the performance by it of its obligations under the Guarantee:

- 2.4.1 to be indemnified by Fieldstreet (Finance) Limited;
- 2.4.2 to prove in a winding-up of Fieldstreet (Finance) Limited;
- 2.4.3 to claim any contribution from any other guarantor or other surety of the obligations of Fieldstreet (Finance) Limited under the DDB Instrument;
- 2.4.4 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Bondholder relating to the obligations of Fieldstreet (Finance) Limited under the DDB Instrument or of any other security taken pursuant to, or in connection with, the obligations of Fieldstreet (Finance) Limited under the DDB Instrument by any Bondholder;
- 2.4.5 to enforce against Fieldstreet (Finance) Limited or any of its assets any security held by the Guarantors; and/or
- 2.4.6 to exercise any rights of set-off, counter-claim or similar rights against Fieldstreet (Finance) Limited or to have the benefit of any payment or other distribution from Fieldstreet (Finance) Limited;



**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 5**

In this Annexure capitalised terms defined in Annexure 6 have the meaning given to them therein.

Cash to be transferred at the time of the giving of the financial assistance is nil, however cash may be payable under the Guarantee.

**Form 155(6)b**

**COX BROKING MANAGEMENT LIMITED**

**Company Number 00616245**

**("Company")**

**relating to**

**COX INSURANCE BROKERS LIMITED**

**("Subsidiary")**

**Annexure 6**

The following terms shall have the following meanings in these Annexures:

**"A Bonds"** means £476,546,842.60 junior deep discount bonds due 2015 constituted by the DDB Instrument;

**"Administrator"** means any administrator appointed in respect of any Chargor (whether by the Security Trustee, out or court or otherwise);

**"B Bonds"** means £156,721,238.45 junior deep discount bonds due 2015 constituted by the DDB Instrument;

**"Bonds"** means A Bonds and B Bonds;

**"Bondholders"** means the persons for the time being entered into the register of bondholders of Fieldstreet (Finance) Limited as the holders of the A Bonds and the B Bonds;

**"Chargors"** means Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, Cox Insurance Holdings Limited, Equity Insurance Group Limited, Equity Red Star Limited, Cox Broking Management Limited, Cox Claims Management Limited and Cox Insurance Brokers Limited;

**"Collection Account"** means in relation to any Chargor:

- (a) any agreement specified in Part 6 of Schedule 2 (Security Assets) of the Syndication Investor Debenture; and

(b) any other account which that Chargor and the Security Trustee have designated a Collection Account;

**"DDB Instrument"** means a deep discount bond instrument dated 6 July 2005 and amended and restated on or about the date of this declaration constituting the £476,546,842.60 junior deep discount A bonds due 2015 and the £156,721,238.45 junior deep discount B bonds due 2015;

**"Declared Default"** means an Event of Default (as defined in the DDB Instrument) in respect of which after the Secured Debt Discharge Date any notice has been served by the Majority Holders in accordance with condition 1.3 (Full Redemption prior to the Final Maturity Date of the option of the Majority Holders) of the A Bonds and B Bonds;

**"Group"** means Fieldstreet (Finance) Limited and its Subsidiaries from time to time;

**"Guarantors"** means the Initial Guarantors and the Subsidiaries which are permitted, pursuant to the terms of the Priority Agreements, to become a guarantor in accordance with clause 4.6.1 of the DDB Instrument and **"Guarantor"** shall mean each Guarantor from time to time;

**"Guarantee"** means the guarantee as set out in Schedule 4 of the DDB Instrument;

**"Initial Guarantor"** means Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, Cox Insurance Holdings Limited, Equity Insurance Group Limited, Equity Red Star Limited, Cox Broking Management Limited, Cox Claims Management Limited and Cox Insurance Brokers Limited;

**"Insurance"** means any contract of insurance taken out by or on behalf of a member of the Group or under which it has a right to claim;

**"Intellectual Property Rights"** means any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right, any copyright, data base or other intellectual property right or any interest (including by way of licence) in the above, in each case whether registered or not, and includes any related application;

**"Junior Priority Agreement"** means the priority agreement dated on or about the date of this declaration between, among others, the Bondholders, the Security Trustee, the Company and Initial Obligors (each as defined therein);

**"Lloyd's"** means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's;

**"Majority Holders"** means the Bondholders who from time to time hold in aggregate more than 75% of the Nominal Amount of the aggregate A Bonds and B Bonds in issue;

**"Mezzanine Discharge Date"** means the date on which the Mezzanine Agent is satisfied that all of the Mezzanine Debt (each as defined in the Mezzanine Facility Agreement) has been irrevocably paid and discharged and all Commitments under (and as defined in) the Mezzanine Facility Agreement cancelled;

**"Mezzanine Facility Agreement"** means the £60,000,000 Mezzanine Facility Agreement dated 28 April 2005 between, amongst others, Fieldstreet (Finance) Limited, Fieldstreet (Acquisition) Limited, the Mezzanine Agent and the Security Trustee (each as defined therein) as amended, supplemented, novated and restated from time to time;

**"Newco Investor Debenture"** means a debenture dated 6 July 2005 and made between Englefield (Custody) Limited (as security agent) and Fieldstreet (Finance) Limited and Fieldstreet (Acquisition) Limited as chargors;

**"Nominal Amount"** shall bear the same meaning as is given to that term in the DBB Instrument;

**"Outstanding"** shall bear the meaning as is given to that term in the DBB Instrument;

**"Plant and Machinery"** means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles specified in part 3 of schedule 2 (*Security Assets*) of the Syndication Investor Debenture;

**"Priority Agreements"** means the Junior Priority Agreement and the Senior Priority Agreement;

**"Receiver"** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Syndication Investor Debenture;

**"Relevant Contract"** means in relation to any Chargor:

- (a) any agreement specified in Part 4 of Schedule 2 (*Security Assets*) of the Syndication Investor Debenture opposite its name or in Part 4 of the schedule to any Deed of Accession (as defined in the Syndication Investor Debenture ) by which it became party to the Syndication Investor Debenture; and

- (b) any other agreement to which that Chargor is a party and which that Chargor and the Security Trustee have designated a Relevant Contract;

**"Secured Debt Discharge Date"** means the later of the Senior Discharge Date and the Mezzanine Discharge Date;

**"Secured Liabilities"** means all monies, obligations and liabilities (whether actual or contingent, present or future, and whether owed jointly or severally or in any other capacity whatsoever) of the Chargors to any Bondholder under the DDB Instrument and the Bonds excluding any obligation or liability which, if it were not so included, would result in the Syndication Investor Debenture contravening any law (including section 151 of the Companies Act 1985);

**"Security"** means any Security Interest created, evidenced or conferred by or under the Syndication Investor Debenture;

**"Security Assets"** means all assets of each Chargor the subject of the Security;

**"Security Documents"** means the Syndication Investor Debenture, the Newco Investor Debenture and the Target Group Investor Debenture and, to the extent permitted under the Priority Agreements, any other document evidencing or creating any guarantee or security over any asset of any member of the Group to a Bondholder and/or the Security Trustee (on behalf of the Bondholders);

**"Security Interest"** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or similar interest or any other arrangement having a substantially similar effect;

**"Security Trustee"** means Law Debenture Trust Corporation plc as security trustee for the Bondholders;

**"Senior Discharge Date"** means the date on which the Senior Agent is satisfied that all of the Senior Debt and Hedging Debt has been irrevocably paid and discharged and all Commitments of the Senior Creditors have been cancelled and all obligations of the Hedging Banks under the Hedging Documents have been terminated (all terms not defined herein as defined in the Senior Facilities Agreement);

**"Senior Facilities Agreement"** means the £238,000,000 Senior Facilities Agreement dated 28 April 2005 between, amongst others, the Parent, Fieldstreet (Acquisition) Limited, the Facility Agent and the Security Trustee as amended, supplemented, novated and restated from time to time;

**"Senior Priority Agreement"** means the priority agreement dated 28 April 2005 between, among others, the Parent, the Obligors, the Senior Creditors, Hedging Banks, Mezzanine Creditors, Investor Security Agent, Investors, Mezzanine Agent, Senior Agent and Security Agent (each as defined therein); and

**"Subsidiaries"** shall mean each subsidiary, within the meaning of Section 736 of the Companies Act 1985 and unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989, of Fieldstreet (Finance) Limited from time to time;

**"Syndication Investor Debenture"** means a debenture entered into between Law Debenture Trust Corporation plc (as security trustee for the Bondholders) and the Chargors dated on or about the date of this declaration;

**"Trading Account"** means in relation to any Chargor:

- (a) any account of that Chargor specified in Part 7 of Schedule 2 (*Security Assets*) of the Syndication Investor Debenture; and
- (b) any other account which that Chargor and the Security Trustee have designated a Trading Account; and

**"Target"** means Cox Insurance Holdings Limited; and

**"Target Group Investor Debenture"** means the debenture dated 22 August 2005 and made between Englefield (Custody) Limited (as security agent) and the Chargors (as defined therein).



**KPMG Audit Plc**  
One Canada Square  
London  
E14 5AG  
United Kingdom

Tel +44 (0) 20 7311 1000

The Directors  
Cox Broking Management Limited  
Library House  
New Road  
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Our ref Eve/cc/3

5 January 2006

Dear Sirs

**Auditors' report to the directors of Cox Broking Management Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 5 January 2006 in connection with the proposal that Cox Insurance Brokers Limited, of which this company is a holding company, should give financial assistance for the discharge of a liability incurred in connection with the purchase of 100% of the ordinary shares of this company's holding company, Cox Insurance Holdings Limited.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc  
Registered Auditor