

Oyez  
CHFP041

COMPANIES FORM No. 155(6)a

# 155(6)a

## Declaration in relation to assistance for the acquisition of shares.

Please do not  
write in  
this margin

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

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

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

For official use Company number

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2214161

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

Name of company

\* LAMBERT FENCHURCH OVERSEAS LIMITED

\*Insert full name  
of company

I/We†

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

SEE ATTACHED

§Delete as  
appropriate

~~the sole director~~ all the directors§ of the above company do solemnly and sincerely declare that:

The business of the company is:

‡Delete whichever  
is inappropriate

- (a) ~~that of a (recognised bank) (licensed institution)§ within the meaning of the Banking Act 1979 ‡~~  
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom ‡~~  
(c) something other than the above ‡

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

in the ~~company~~ (company's holding company § LAMBERT FENCHURCH GROUP LIMITED (REGISTERED NO. 2140840) OF PRIARY COURT, CRUTCHED FRIARS, LONDON EC3N 2NP

The assistance is for the purpose of ~~that acquisition~~ (reducing or discharging a liability incurred for the purpose of that acquisition).

The number and class of the shares acquired or to be acquired is: 91,824,443  
ORDINARY SHARES OF 5 PENCE EACH

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

FRESHFIELDS  
65 FLEET STREET  
LONDON EC4Y 1HS  
DX 23 London/Chancery Lane

For official use  
General Section

Post room



A37  
COMPANIES HOUSE

0299  
07/03/00

The assistance is to be given to: (note 2)

HLF Insurance Holdings Limited (registered No 5857869) of 133 Houndsditch, London EC3A 7AH

Please do not  
write in  
this margin

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

The assistance will take the form of:

Please see Rider 1 attached

The person who ~~(has acquired)~~~~(will acquire)~~\* the shares is:  
HLF Insurance Holdings Limited

\*Delete as  
appropriate

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

Please see Rider 2 attached

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

Nil

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

Nil

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

Please do not  
write in  
this margin

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

† Delete either (a) or  
(b) as appropriate

✓ We have formed the opinion, as regards the 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) ✓ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date) † (note 3)

(b) ~~It is intended to commence the winding-up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.~~ † (note 3)

And ✓ 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

FRIARY COURT  
CRUTCHED FRIARS  
LONDON EC4A 3DP

Declarants to sign below

on Day Month Year  
29 02 2006

before me

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

Commissioner for Oaths, London, England  
Ian R. Campbell

#### 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 is:-

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

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

Saville & Co.  
Notaries Public  
2 Finsbury Avenue  
London EC2N 2ER  
Telephone: 0171 920 0000  
Fax: 0171 920 0088

LAMBERT FENCHURCH OVERSEAS LIMITED  
Company Number: 2214161

Michael John Caley  
23A BLADINDON DRIVE  
BEXLEY  
KENT DA5 3BS

Robin Wickham Merttens  
78 PRIORY GARDENS  
HIGHGATE  
LONDON N6 5QS

Christopher Julian Sturgess  
4 BROADBUSH  
BLUNSDON  
SWINDON  
WILTS SN2 4DH

LAMBERT FENCHURCH OVERSEAS LIMITED  
Company Number: 2214161

## RIDER 1

The assistance will take the form of:

1. the execution and delivery by Lambert Fenchurch Overseas Limited ("the Company") of a guarantee and debenture (the *Guarantee and Debenture*) dated on or shortly after the date of this declaration, in favour of National Westminster Bank Plc (the *Security Trustee*) as agent and trustee for National Westminster Bank Plc, Greenwich Natwest Limited, DLJ Capital Funding Inc, Intermediate Capital Group PLC and certain banks (the *Secured Parties*); and
2. the Company becoming liable to pay, by acceding to a senior credit agreement (the *Senior Credit Agreement*) dated 22 November 1999 and made between HLF Insurance Holdings Limited (as Principal Borrower), National Westminster Bank Plc, Greenwich Natwest Limited DLJ Capital Funding Inc and certain banks (the *Banks*), amounts under the indemnities contained at clauses 20.6, 25 and 41 of the Senior Credit Agreement, and giving a right of set-off to the Banks under clause 17 of the Senior Credit Agreement.

## RIDER 2

*Certain terms and expression used in this Rider are defined at the end of this Rider 2.*

1. Under the terms of the Guarantee and Debenture:

- (a) The Company guarantees to the Security Trustee as agent and trustee for the Secured Parties that it shall on demand pay to the Security Trustee in the currency in which the same falls due for payment, all moneys which are now or at any time hereafter shall have become due or owing by any Group Company (other than itself) from time to time to any or all of the Secured Parties pursuant to the terms of all or any of the Secured Documents;
- (b) The Company covenants with the Security Trustee as agent and trustee for the Secured Parties that it shall, to the extent that the same have fallen due and have not been paid pursuant to the terms of the Facility Agreements, pay to the Security Trustee on demand all costs and expenses incurred by the Security Trustee in relation to the Guarantee and Debenture and the protection or enforcement of the Security Trustee's rights thereunder;
- (c) The Company, with full title guarantee, as continuing security for the payment of the Secured Obligations charges in favour of the Security Trustee as agent and trustee for the Secured Parties:
  - (i) by way of legal mortgage, all estates or interests in the freehold, leasehold and other immovable property and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to the Company (the **Legally Mortgaged Property**);
  - (ii) by way of fixed charge, all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property and the Excluded Leaseholds) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;
  - (iii) by way of fixed charge, all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;
  - (iv) by way of fixed charge, all book debts and other debts now and from time to time due or owing to the Company and (subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all moneys which the Company receives in respect thereof but excluding any Approved IBA Assets and all book debts and other debts required to be credited by the Company to each IBA Account opened in the name of the Company into which insurance premium are paid pending subsequent payment to insurers, together with the proceeds of any such debts credited to an IBA Account;

- (v) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Guarantee and Debenture), all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including *inter alia* any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties but excluding any Approved IBA Assets and the IBA Accounts opened in the name of the Company (and any balances standing to the credit of such IBA Accounts);
- (vi) by way of fixed charge, all stocks, shares, debentures, bonds, notes and loan capital of:
  - (i) any Subsidiary; and
  - (ii) any other body corporate,
 and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (vii) by way of fixed charge, the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;
- (viii) by way of fixed charge, all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (ix) by way of floating charge, the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than (i) any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by the Guarantee and Debenture and (ii) any IBA Accounts or Approved IBA Assets;
- (d) The Company hereby covenants that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:
  - (i) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) whether in any such case ranking in priority to or *pari passu* with or after the security created by this Guarantee and Debenture; or
  - (ii) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one

time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreements.

The Chargor shall from time to time, at the request of the Security Trustee and at the Chargor's cost, execute in favour of the Security Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Security Trustee shall reasonably stipulate over the Chargor's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate, for the purpose of more effectively providing security to the Security Trustee for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such legal assignments, transfers, mortgages, charges or other documents shall be in such form as the Security Trustee shall stipulate and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to this Guarantee and Debenture provided that such provisions shall not be more onerous than the provisions contained in this Guarantee and Debenture as at the date hereof. The obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

## 2. Under the terms of the Senior Credit Agreement

- (a) The Company will be bound to pay commissions, fees and expenses to the Banks in accordance with the terms of the Senior Credit Agreement;
- (b) The Company will become liable under certain indemnity provisions to indemnify each Bank on demand against any loss or expenses which it has sustained or incurred as a consequence of:
  - (i) an Advance not being made following the service of a Drawdown Notice except as a result of the failure of that Bank to comply with its obligations under the Senior Credit Agreement;
  - (ii) failure by a Borrower to make payment on the due date of any sum due under the Senior Credit Agreement;
  - (iii) the occurrence of any Default;
  - (iv) currency fluctuations;
  - (v) actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges in relation to or arising out of any guarantee issued by National Westminster Bank in respect of the overdraft facility set out in the Senior Credit Agreement;



(vi) any prepayment or repayment of (1) a Revolving Advance otherwise than on the last day of the Interest Period in relation to that Advance or (2) a Term Advance or a Capex Advance otherwise than on an Interest Date relative to that Advance, and;

(c) The Company will permit that, at any time after an event of Default has occurred, a Bank may set-off or apply sums standing to the credit of any of its accounts with that Bank or set-off any other obligations of that Bank owed to it against any liability of the Company to such Bank under any Financing Document.

### **Definitions**

Terms and expressions used in this Rider shall have the following meaning:

**Advance** means a Term Advance, a Capex Advance or a Revolving Advance;

**Approved IBA Assets** means shall have the meaning set out in paragraph 27 of the Lloyd's Brokers Byelaw (or any successor regulation);

**Borrowers** means HLF Insurance Holdings Limited and any other Charging Group Company that becomes a party to the Senior Credit Agreement pursuant to Clause 2.4 and **Borrower** shall be construed accordingly;

**Capex Advance** means an advance made or to be made to a Borrower under the Capex Loan Facility set out in the Senior Credit Agreement;

**Charging Group Companies** means HLF Insurance Holdings Limited and each of its Subsidiaries which has granted, or is to grant, a Guarantee and Debenture, and **Charging Group Company** shall be construed accordingly;

**Default** means any event specified as such in Clause 16.1 of the Senior Credit Agreement;

**Drawdown Notice** means a notice substantially in the form set out in Part I of the Schedule 3 of the Senior Credit Agreement;

**Encumbrance** means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right or set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by any Group Company;

**Excluded Leaseholds** means all leases on open market rents having an unexpired term of 25 years or less;

**Facility Agreements** means the Senior Credit Agreement and the Mezzanine Loan Agreement;

**Financing Documents** means the Senior Credit Agreement, the Fees Letters and the Security Documents;

**Fees Letters** means both fees letters dated 22 November 1999 addressed to HLF Insurance Holdings Limited relating to certain fees payable to certain parties to the Senior Credit Agreement and to Intermediate Capital Group PLC and the Mezzanine Lenders, each being described on its face as the 'fees letter';

**Group Companies** means HLF Insurance Holdings Limited, Erycinus Limited, Lambert Fenchurch Group Limited and each of their respective subsidiaries; and **Group Company** means any one of them.

**IBA Accounts** means insurance broking accounts (and any other account containing client funds) maintained by Group Companies as required by The Corporation of Lloyd's (or any successor entity) or any other regulatory body (whether in the United Kingdom or elsewhere) to which any of the Group Companies are subject;

**Interest Date** means the last day of an Interest Period;

**Interest Period** means each period determined in accordance with Clause 9 of the Senior Credit Agreement for the purpose of calculating interest on Advances or overdue amounts;

**Investors** means Phoenix Equity Nominees Limited of 99 Bishopsgate, London EC2M 3YF, Electra Partners Europe Limited of 65 Kingsway, London WC2B 6QT, Candover Partners Limited of 20 Old Bailey, London EC4M 7LN and Advent International Corporation of 75 State Street, Boston 02109;

**Mezzanine Lenders** means each of the Lenders as defined in the Mezzanine Loan Agreement;

**Mezzanine Loan Agreement** means the mezzanine loan agreement dated 22 November 1999 and made between HLF Insurance Holdings Limited, certain financial institutions, Intermediate Capital Group PLC as arranger and ICG as facility agent and the Mezzanine Lenders;

**National Westminster Bank PLC** means National Westminster Bank Plc of 4<sup>th</sup> Floor, Crosby Court, 38 Bishopsgate, London EC2N 4DP;

**Permitted Encumbrance** means:

- (a) any Encumbrance created under the Financing Documents;
- (b) any right of netting or set-off or lien, in each case arising by operation of law or in the ordinary course of its day to day business;
- (c) any retention of title to goods supplied to a Group Company in the ordinary course of its trading activities;

- (d) any right of netting or set-off over credit balances on bank accounts of Group Companies created in order to facilitate the operation of those bank accounts and other bank accounts of other Group Companies;
- (e) any agreement entered into by a Group Company in the ordinary course of its trading activities to sell or otherwise dispose of any asset on terms whereby that asset is or may be leased to or re-acquired or acquired by a Group Company;
- (f) any Encumbrance over an asset of a company which becomes a Subsidiary of HLF Insurance Holdings Limited (other than by reason of its incorporation or as a result of the acquisition of Lambert Fenchurch Group Limited and of Erycinus Limited by HLF Insurance Holdings Limited) after 16 December 1999, being an Encumbrance which is in existence at the time at which that company becomes such a Subsidiary but only if (i) that Encumbrance was not created in contemplation of that company becoming a Subsidiary, (ii) the principal amount secured by that Encumbrance has not been and shall not be increased and, (iii) if that Subsidiary becomes a UK Group Company, that Encumbrance is discharged within 6 months of the date on which that company became such a Subsidiary;
- (g) any Encumbrance over an asset acquired by a Group Company after the 16 December 1999 and subject to which that asset is acquired but only if (i) that Encumbrance was not created in contemplation of its acquisition by that company; (ii) the amount secured by that Encumbrance has not been increased in contemplation of, or since the date of, its acquisition by that company and; (iii) if such asset is acquired by a UK Group Company, that Encumbrance is discharged within 6 months of the date of its acquisition by that company;
- (h) Encumbrances created by a Group Company in favour of The Corporation of Lloyds (or any successor thereto) over the IBA Accounts and any other deposits, investments, policies and claims in the ordinary course of such Group Company's insurances trade to comply with the requirements of The Corporation of Lloyds or any regulatory body to which such Group Company is subject;
- (i) Encumbrances created by a Group Company in favour of the Corporation of Lloyds (or any successor thereto) over the IBA Accounts to the extent required to be created under paragraphs 26, 27 and 50 of the Lloyds Brokers Byelaws (No. 5 of 1988) or any other byelaw or regulation issued by the Corporation of Lloyds (or any successor regulatory body);
- (j) any Encumbrance created by a Group Company over Approved IBA Assets as contemplated by paragraphs 26, 27 and 50 of the Lloyds Brokers Byelaws (No. 5 of 1988) or any other byelaw or registration issued by the Corporation of Lloyds (or any successor regulatory body);
- (k) any Encumbrance over cash balances not exceeding US\$3,800,000 created by HeathCol Limited which exist at the date of this Agreement;

(l) during the period from and including 16 December 1999 to but excluding the date falling 40 days thereafter, Encumbrances attaching to the assets of Lambert Fenchurch Group Limited, Erycinus Limited and their respective Subsidiaries which exist on 16 December 1999;

(m) any Encumbrance granted by a Group Company incorporated outside the United Kingdom existing at the date of this Agreement; and

(n) any Encumbrance not otherwise permitted pursuant to paragraphs (a) to (m) above (inclusive) in respect of any assets not exceeding, in aggregate, £500,000 in value;

**Revolving Advance** means an advance made or to be made to a Borrower under the Revolving Credit Facility set out in the Senior Credit Agreement or, as the case may be, the outstanding principal amount of any such advance;

**Secured Documents** means all and each of the Senior Credit Agreement, the Mezzanine Loan Agreement, the Fees Letters and the Security Documents;

**Security Documents** means:

(a) any Guarantee and Debenture executed by a Group Company;

(b) the Account Charge dated 22 November 1999 and executed by HLF Insurance Holdings Limited in favour of the Security Trustee;

(c) the Share Charge dated 22 November 1999 and executed by HLF Insurance Holdings Limited in favour of the Security Trustee;

(d) the Keyman Insurance Assignment dated 22 November 1999 made by HLF Insurance Holdings Limited to the Security Trustee;

(e) the Subordination Agreement dated 22 November 1999 and made between the Security Trustee, HLF Insurance Holdings Limited and the Investors;

(f) the Intercreditor Agreement dated 22 November 1999 and made between HLF Insurance Holdings Limited, the Banks, National Westminster Banks Plc as facility agent, overdraft bank and issuing bank under the Senior Credit Agreement and as Security Trustee, Intermediate Capital Group PLC as mezzanine agent under the Mezzanine Loan Agreement and certain other financial institutions;

(g) any guarantee and any document creating security executed and delivered after the date of this Agreement as security for any of the obligations and liabilities of any Borrower and the other Group Companies under any Financing Document;

**Secured Obligations** means the actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties under or pursuant to all or any of the Secured Documents, including the Guarantee and Debenture;

**Senior Banks** means each of the Banks and National Westminster Bank Plc as overdraft and issuing bank under the Senior Credit Agreement;

**Shareholders Agreement** means the agreement dated 21 November 1999 and entered into between HLF Insurance Holdings Limited, John Mackenzie Green and Others, Phoenix Equity Partners, Phoenix Equity Nominees Limited and Others, DLJ Phoenix Private Equity Limited and Others, Advent International Corporation, Royal Bank of Canada Trust Company (Jersey) Limited and Intermediate Capital Group PLC;

**Subsidiary** means a subsidiary within the meaning of Section 736 of the Companies Act 1985;

**Term A Advance** means the advance made or to be made to HLF Insurance Holdings Limited under the Term A Loan Facility set out in the Senior Credit Agreement or, as the case may be, the outstanding principal amount of that advance, and each advance into which a Term A Advance is split pursuant to Clause 9.3.4 of the Senior Credit Agreement;

**Term Advances** means both and each of the Term A Advance and the Term B Advance; and **Term Advance** should be construed accordingly;

**Term B Advance** means an advance made or to be made to HLF Insurance Holdings Limited under the Term B Loan Facility set out in the Senior Credit Agreement or, as the case may be, the outstanding principal amount of that advance and each advance into which a Term B Advance is split pursuant to Clause 9.3.4 of the Senior Credit Agreement;

**UK Group** means HLF Insurance Holdings Limited and each other Group Company that is incorporated in the United Kingdom; and **UK Group Company** means any one of them.

**PricewaterhouseCoopers**  
Southwark Towers  
32 London Bridge Street  
London SE1 9SY  
Telephone +44 (0) 171 939 3000  
Facsimile +44 (0) 171 378 0647

The Directors  
Lambert Fenchurch Overseas Limited  
Friary Court  
Crutched Friars  
LONDON  
EC3N 2NP

29 February 2000

Dear Sirs

**Auditors' report to the directors of Lambert Fenchurch Overseas Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Lambert Fenchurch Overseas Limited ('the Company') dated 29 February 2000 in connection with the proposal that the Company should give financial assistance for the purchase of 91,824,443 ordinary shares of 5 pence each of the Company's holding company, Lambert Fenchurch Group Limited.


**Basis of opinion**

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

**Opinion**

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



PricewaterhouseCoopers  
*Chartered Accountants and Registered Auditors*

355.47.02T Attachment B8

PricewaterhouseCoopers is the successor partnership to the UK firms of Price Waterhouse and Coopers & Lybrand. The principal place of business of PricewaterhouseCoopers and its associate partnerships, and of Coopers & Lybrand, is 1 Embankment Place, London WC2N 6NN. The principal place of business of Price Waterhouse is Southwark Towers, 32 London Bridge Street, London SE1 9SY. Lists of the partners' names are available for inspection at those places.

All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, PricewaterhouseCoopers. PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.