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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

2111 ✓

357008 / 13
2288983

Name of company

* Malyon Lestrage Insurance Services Limited ("Company")

Date of creation of the charge

28 February 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Accession Deed made on 28 February 2006 and made between (1) the Company (2) Oval Limited and (3) Barclays Bank PLC ("**Accession Deed**") which is supplemental to a Debenture (as defined below)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Accession Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London (Attention: Antony Girling) (as security trustee for the Secured Parties (as defined below) (in such capacity, the "**Security Agent**")

Postcode EC14 4BB

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

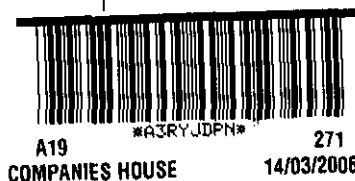
DLA Piper Rudnick Gray Cary UK LLP
Princes Exchange, Princes Square,
LEEDS, LS1 4BY

(Ref: 86677/120636/9118168)

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee, charges and assigns (and agrees to charge and assign) all its property, assets and undertaking on the terms set out in clauses 3 (Grant of Security), 4 (Fixed Security) and 5 (Floating Charge) of the Debenture including (without the generality of the foregoing):

(i) by way of first legal mortgage all the freehold and leasehold Property (if any) vested in or charged to the Company (including without limitation, the property specified in part 1 of schedule 2 (*Details of Security Assets*) of the Accession Deed, together with all buildings and fixtures (including trade fixtures) at any time thereon;

(ii) by way of first fixed charge all the Charged Securities (including, without limitation, those specified in part 2 of schedule 2 (*Details of Security Assets*) of the Accession Deed) together with all Related Rights from time to time accruing thereto;

(iii) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in part 3 of schedule 2 (*Details of Security Assets*) of the Accession Deed);

(cont'd)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Dk Piper Rudnick Gray Cary UK LLP

Date

13 March 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

2288983

Name of Company

Malyon Lestrangle Insurance Services Limited ("**Company**")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(iv) by way of assignment the Relevant Contracts (including, without limitation, those specified in part 4 of schedule 2 (*Details of Security Assets*) of the Accession Deed), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom; and

(v) by way of assignment the Insurances (including, without limitation those specified in part 5 of schedule 2 (*Details of Security Assets*) of the Accession Deed), all claims under the Insurances and all proceeds of the Insurances.

**Please complete
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bold block lettering**

2. The Company charges and agrees to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 1 above or any other provision of the Accession Deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

3.1 The Security Agent may, by written notice to the Company, convert the floating charge created under the Accession Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

(a) the Event of Default has occurred and is continuing; or

(b) the Security Agent (acting reasonably) considers any Security Assets (whether or not those specified in the notice) 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.

3.2 The floating charge created under the Accession Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to a floating charge if:

(i) the Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator.

Note 1

The Accession Deed contains the following restrictive covenants:

(1) The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security Interest on any Security Asset except a Permitted Security.

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal.

(2)(a) The Company shall not, except with the prior written consent of the Security Agent or as expressly permitted under the Senior Facilities Agreement confer on any person:

(i) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy

(whether independently or under any statutory power);

(ii) any right or licence to occupy any land or buildings forming part of the Property; or

(iii) any licence to assign or sublet any part of the Property.

(cont'd)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

2288983

Name of Company

Malyon Lestrangle Insurance Services Limited ("Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(2)(b) The Company shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Security Agent.

**Please complete
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(2)(c) The Company shall not do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

(3) The Company shall not, except with the prior written consent of the Security Agent, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.

Note 2

The Debenture contains the power of attorney in favour of the Security Agent, any Receiver and any Delegate.

Note 3

The Debenture contains the power to appoint a Receiver.

Note 4

Definitions

The terms used in this companies form 395 have the meanings set out below:

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Agent" means Barclay Bank PLC;

"Arrangers" means Barclays Bank PLC and Lloyds TSB Bank plc;

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"Charged Securities" means:

(a) the securities specified in part 2 of schedule 2 (Details of Security Assets) of the Accession Deed; and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Accession Deed) at the date of the Accession Deed or in future owned (legally or beneficially) by the Company, held by a nominee on its behalf or in which such Company has an interest at any time;

"Debenture" means the debenture dated 16 February 2006 between (1) the initial charging companies as defined therein and (2) Security Agent;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means any event or circumstances specified as such in clause 25 (Events of Default) of the Senior Facilities Agreement;

"Fee Letter" means any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 14 (fees) of the Senior Facilities Agreement.

"Finance Document" means the Senior Facilities Agreement, the Fee Letter, any documentation entered into in respect of the Working Capital Facility, Security Trust and Intercreditor Deed, the Subordination Deed, the Security Documents, the Hedging Documents and any documents supplemental to any of the foregoing and any other document designated as such by the Security Agent and the Parent;

(Cont'd)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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Company Number

2288983

Name of Company

Malyon Lestrangle Insurance Services Limited ("Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or an Original Overdraft Bank;

"Group Companies" means the Parent and each of its Subsidiaries from time to time;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 27 (Changes to the Obligors) of the Senior Facilities Agreement;

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which becomes a party to the Security Trust and Intercreditor Deed as a Hedge Counterparty in accordance with the Security Trust and Intercreditor Deed;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of schedule 2 (Details of Security Assets)) to the Accession Deed;

"Investor" means Caledonia Investments Plc (company number 00235481) whose registered office is at Cayzer House, 30 Buckingham Gate, London SW1E 6NN;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 2 (Details of Security Assets)) to the Accession Deed;

"Lender" means:

(a) any Original Lender;

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 26 (Changes to the Lenders) of the Senior Facilities Agreement,

Which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement;

"Obligor" means a Borrower or a Guarantor;

"Original Borrower" means Oval Limited (Company number 4901418);

"Original Guarantors" means Oval Limited (Company number 4901418)
John Eke & Partners Limited (Company number 2313883)
Lochain Patrick Holdings Limited (Company number 1940424)
Bland Bankart Limited (Company number 2189176)
Oval Financial Services Limited (Company number 2192234)
Oval Insurance Broking Limited (Company number 1195184)
Oval International Limited (Company number 153365)

"Original Lender" means Barclays Bank PLC and Lloyds TSB Bank plc;

"Original Overdraft Bank" means Barclays Bank PLC or any other Lender who makes available an overdraft facility to the Borrowers;

"Parent" means Oval Limited (Company number 4901418);

"Party" means a party to the Senior Facilities Agreement;

"Permitted Disposal" has the meaning given to that term in the Senior Facilities Agreement;

"Permitted Security" has the meaning given to that term in the Senior Facilities Agreement;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

2288983

Name of Company

Malyon Lestrangle Insurance Services Limited ("Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Accession Deed or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Debenture;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each agreement specified in part 4 of schedule 2 (*Details of Security Assets*) of the Accession Deed together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Accession Deed;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated 16 February 2006 and entered into between inter alia (1) the Parent, (2) Barclays Bank PLC and Lloyds TSB Bank plc (as Arrangers), Barclays Bank PLC as Agent and Security Agent and Barclays Bank PLC (as Original Overdraft Bank);

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated 16 February 2006 made between (1) the Parent, (2) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (4) Barclays Bank PLC and Lloyds TSB Bank plc as Arranger and Underwriter, (5) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (6) Barclays Bank PLC as Agent and (7) the Security Agent pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower;

"Subordination Deed" means the subordination deed dated 16 February 2006 and made between the Parent, the other Obligors, Barclays Bank PLC as Agent, Barclays Bank PLC as Security Agent, the Lenders and the Investor;

"Subsidiary" of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation;

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02288983

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED DATED THE 28th FEBRUARY 2006 AND CREATED BY MALYON LESTRANGE INSURANCE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC (THE "SECURITY AGENT") AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES