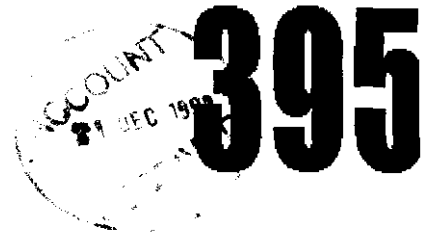


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COMPANIES FORM No. 395 Particulars of a mortgage or charge



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number

8

2863362

Name of company

*insert full
name of
company

MASTHEAD INSURANCE UNDERWRITING PLC

("the Company")

Date of creation of the charge

14 December 1999

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

A Deed of Further Charge dated 14 December 1999 (the "Charge") between the Company and the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")

Amount secured by the mortgage or charge

All amounts whatsoever which the Additional Covenants to Pay provide are to be paid by the Company to the Society and also interest thereon from the date when payment is due to the date of actual payment which shall be payable at such rate or rates and upon such terms as may from time to time be agreed or, failing agreement, at such rate or rates as may be notified by the Society to the Company being not more than 3 per cent over the base rate from time to time of a London clearing bank selected by the Society and interest shall be computed and compounded according to the usual practice for the time being of the Society and shall be payable as well after as before any demand made, judgement obtained or liquidation or administration of the Company.

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

The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's of One Lime Street,
London (the "Society")

Postcode

EC3M 7HA

Presenter's Name address and
reference (if any):

Legal Services Department
Lloyd's of London
One Lime Street
London EC3M 7HA

ref: SGM/Legal Services Department
G:\SGM\395\DH91213b

Time critical reference

For official use
Mortgage Section

Post room



A24
COMPANIES HOUSE

0196
20/12/99

Short particulars of all the property mortgaged or charged

- A. by way of fixed charge all the Company's right, title and interest in the Mortgaged Securities; and
- B. by way of fixed charge all the Company's right, title and interest in the Charged Cash and the debt represented thereby;
- C. by way of floating charge the Company's undertaking and all its property assets and rights whatsoever and wheresoever both present and future including all stock in trade and all freehold and leasehold property and whether or not expressed to be charged to the Society by way of fixed charge, if and to the extent such property, assets and rights are not or have ceased to be effectively charged by way of fixed charge.

(see continuation sheet)

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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 S. M. Gova
On behalf of Chargee

Date 15 December 1999

NOTES

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 situated 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 conditionalfor 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. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

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

Company number

2863362

Name of company

MASTHEAD INSURANCE UNDERWRITING PLC

(the "Company")

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

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

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

Names and addresses of the mortgagees or persons entitled to the charge (cont.)

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in black type, or
bold block
lettering

Short particulars of all the property mortgaged or charged (cont.)

The Company may at any time transfer to the Custodian or a nominee by way of security in favour of the Society Additional Securities, in which case such Additional Securities shall become part of the Mortgaged Securities.

The Company may at any time deposit further cash in a Security Deposit Account, in which case such cash shall become part of the Charged Cash.

The Company undertakes that for so long as it has outstanding obligations to the Society it shall not (except as permitted by the Original Deed) sell, lend, transfer or otherwise dispose of the Mortgaged Securities or the Charged Cash or any interest therein or attempt or agree so to dispose or create or permit to exist over all or part of the Mortgaged Securities, the Charged Cash or any of the Security Deposit Accounts (or any interest therein) any Security Interest (other than a Security Interest constituted by the Charge or the Original Deed or arising in the ordinary course of settlement on a relevant exchange) except with the prior written consent of the Society or, if it has been so authorised, the Custodian.

Note: in this Form and its Continuation Sheets, except to the extent that the context requires otherwise:-

"Additional Covenants to Pay" means the Deeds of Covenant made between the Company and the Society dated 14 December 1999 and made in respect of:

Masthead C Limited
Masthead D Limited
HCG Alpha Limited
HCG Bravo Limited
HCG Charlie Limited
HCG Delta Limited
HCG Foxtrot Limited
FUIT Two Limited
FUIT Three Limited
FUIT Five Limited
Masthead A Limited and Brit UW Limited
Masthead B Limited and Brit UW Limited
Masthead C Limited and Brit UW Limited
Masthead D Limited and Brit UW Limited
Masthead E Limited and Brit UW Limited
HCG Alpha Limited and Brit UW Limited
HCG Beta Limited and Brit UW Limited
HCG Charlie Limited and Brit UW Limited
HCG Delta Limited and Brit UW Limited
HCG Echo Limited and Brit UW Limited
HCG Foxtrot Limited and Brit UW Limited
FUIT One Limited and Brit UW Limited
FUIT Two Limited and Brit UW Limited
FUIT Three Limited and Brit UW Limited
FUIT Four Limited and Brit UW Limited
FUIT Five Limited and Brit UW Limited

"Additional Securities" means further Securities which the Company may at any time transfer to the Custodian or a nominee by way of security in favour of the Society;

"Charged Cash" means the amounts standing to the credit of the Security Deposit Accounts from time to time;

"Custodian" means Lloyds Bank Plc or such other custodian or custodians as the Society may approve;

"Council" means the Council of Lloyd's and includes its duly authorised agents and delegates;

"Depository" means a bank approved by the Society with whom the Company maintains a Security Deposit Account;

"Mortgaged Securities" means:

- (a) all of the Securities described in Appendix 1 of the Original Deed;
- (b) all Substitute Securities;
- (c) all Securities purchased or subscribed with any Charged Cash;
- (d) all Securities delivered to the Custodian in lieu of Charged Cash used to purchase or subscribe Securities;
- (e) all Additional Securities;
- (f) all other Securities, warrants and all rights, monies and property whatsoever, including without limitation, all dividends or other distributions and interest paid or payable thereon, which may at any time be derived from, accrue on or be offered in respect of, any of the Mortgaged Securities referred to in paragraphs (a) to (e) above,

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)**

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

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

Company number

2863362

Name of company

MASTHEAD INSURANCE UNDERWRITING PLC

(the "Company")

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

Short particulars of all the property mortgaged or charged (cont.)

whether by way of redemption, exchange, conversion, option, rights, bonus, preference, capital reorganisation or otherwise howsoever, except for those released from time to time pursuant to the Original Deed and all references to Mortgaged Securities shall include (i) references to all existing and future certificates evidencing title and relating thereto and (ii) references to any part or kind thereof;

"Original Deed" means the Deed of Charge between the Company and the Society dated 31 December 1993 (as previously amended, varied or supplemented) as such deed is amended by the Charge;

"Permitted Currencies" means sterling, US dollars, Canadian dollars and such other currencies as may for the time being be specified by requirements of the Council and "Permitted Currency" means any such currency;

"Securities" means shares, options, debentures, bonds, warrants, certificates and other securities;

"Security Deposit Accounts" means the account in the name of the Company maintained with the Depository in London for the purpose of holding cash in Permitted Currencies as security for the Secured Amounts, particulars of which are set out in the Original Deed and "Security Deposit Account" means any such account and includes a reference to any substitute replacement or additional account opened for such purpose;

"Security Interest" means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set-off, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising;

"Substitute Securities" means all Securities that the Company may from time to time substitute for all or any of the Mortgaged Securities or Charged Cash.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02863362

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF FURTHER CHARGE DATED THE 14th DECEMBER 1999 AND CREATED BY MASTHEAD INSURANCE UNDERWRITING PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SOCIETY INCORPORATED BY LLOYD'D ACT 1871 ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd DECEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

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