

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

A fee of £10 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

2998217

Name of company

* HIGHWAY INSURANCE HOLDINGS PLC (the "Company")

Date of creation of the charge

19th December 2002

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

Debenture Deed (the "Debenture")

Amount secured by the mortgage or charge

See Rider 1

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

LLOYDS TSB BANK PLC (the "Bank" as Security Trustee)
Horley Securities Centre, Department 94-47, PO Box 104, 13 High Street,
Horley

Postcode RH6 7YA

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD
Doc ID 20504358

JATK/RWM/102826.00067

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0414
31/12/02

See Rider 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed CMS Cameron McKenna Date 30th December 2002

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

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 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Form M395

Company: HIGHWAY INSURANCE HOLDINGS PLC

Company No: 2998217

RIDER 1

Amount secured by the mortgage or charge

- (a) all money and liabilities whether actual or contingent which now are or at any time hereafter may be due, owing or incurred by the Company to:
 - (i) the Bank anywhere or for which the Company may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law); and
 - (ii) any Beneficiary under or in connection with the Facility Agreement or under any facility agreement arranged by the Bank and the principal purpose of which is to refinance indebtedness owing under the Facility Agreement;
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between any Beneficiary and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in sterling, of one percentage points per annum above the Beneficiary's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than sterling, at the rate of one percentage points per annum above the cost to the relevant Beneficiary (as conclusively determined by the Beneficiary) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Beneficiary may select) for such consecutive periods (including overnight deposits) as such Beneficiary may in its absolute discretion from time to time select;
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses reasonably incurred by any Beneficiary in relation to the Debenture (including any acts necessary to release the Charged Property from this security) or in incurred by any Beneficiary enforcing the security hereby created on a full and unqualified indemnity basis; and
- (d) any reasonable fees charged by any Beneficiary for the time spent by such Beneficiary's officials, employees or agents in dealing with any matter relating to the Debenture.

Form M395

Company: HIGHWAY INSURANCE HOLDINGS PLC
Company No: 2998217

RIDER 2

Charges

- First: The freehold and leasehold property (if any) of the Company both present and future (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising as against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.
- Secondly: All book debts both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.
- Thirdly: All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):
- (a) deposits and credit balances held by the Company with any Beneficiary or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);
 - (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);
 - (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

- (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);
- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings; and
- (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Secondly described in this Rider 2.

Fourthly:

Where the Company for the time being provides or carries on any business comprising the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising the bailment or (in Scotland) the hiring of goods:

- (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements;
- (b) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements;
- (c) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees;
- (d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and
- (e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto.

Fifthly:

- (a) The Securities;
- (b) all rights in respect of or incidental to the Securities; and
- (c) the Interests in Securities.

Sixthly:

The Intellectual Property Rights.

Seventhly:

The goodwill and the uncalled capital of the Company both present and future.

- Eighthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company.
- Ninthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.
- Tenthly: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges).

The security created by the Debenture shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Tenthly described shall be a first floating charge and shall extend to all beneficial interests of the Company in such Charged Property and to any proceeds of sale or other realisation thereof.

Restrictions:

The Company shall not without the consent in writing of the Bank:

- (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property provided that for the avoidance of doubt this paragraph (a) shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5.7 of the Facility Agreement and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;
- (b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property or enter into any contractual or other agreement or arrangement which has an economic or financial or commercial effect similar or analogous to any such encumbrance or security;
- (c) part with, transfer, sell, lease or otherwise dispose of (or agree to do any such thing) the whole or any material part of the Charged Property Tenthly described (whether by a single transaction or a number of transactions whether related or not); or
- (d) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any

Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if it is in the ordinary course of the business of the Company or its subsidiaries (as defined in Section 736 of the Companies Act 1985 or if to do so would not materially and adversely affect the value to the Bank and the Beneficiaries for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee.

Note:

The Debenture contains provisions allowing the Bank to appoint an administrative receiver or a receiver.

DEFINITIONS:

“Beneficiaries” means

- (a) the Bank (in whichever capacity it may provide facilities to the Company (including, without limitation, under the Facility Agreement)) and any Lender under the Facility Agreement;
- (b) any bank or financial institution to whom the Bank or any Lender may assign or transfer any of its rights or obligations under the Facility Agreement; and
- (c) any bank or financial institution which may provide facilities to the Company and/or any of its subsidiaries (as defined in Section 736 of the Companies Act 1985) in the future under a facility agreement in respect of which the Bank will be the arranger and agent and the principal purpose of which is to refinance indebtedness under the Facility Agreement;

“Charged Property” means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described in this Rider 2 and references to the Charged Property include references to any part of it;

“Credit Agreements” means all agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company;

“Enfranchising Legislation” means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;

“Facility Agreement” means the facility agreement dated 19th December 2002 made between the Bank and the Company (as the same may from time to time be varied, amended, supplemented, novated or replaced (whether by reason of a refinancing or otherwise));

"Hiring Agreements" mean all rights under all agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company;

"Instalment Credit Agreements" means the Credit Agreements and the Hiring Agreements;

"Intellectual Property Rights" means:

- (a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested;
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company; and
- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated;

"Interests in Securities" means the Securities and all stocks, shares, securities, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith;

"Lender": means:

- (a) any Original Lender (as detailed in the Facility Agreement) and any assignees, transferees; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement;

"Secured Obligations" means:

- (a) all money and liabilities and other sums hereby agreed to be paid by the Company to the Bank; and

- (b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with acts or matters referred to in the Facility Agreement);

"Securities" means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which are now or may at any time hereafter be owned by the Company or in which the Company may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including, without limitation:

- (a) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future in or from any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company;
- (b) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are now or may at any time hereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company;
- (c) all property and rights of the Company in respect of any account now or hereafter held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation; and
- (d) all rights in respect of or incidental to the Charged Property described above.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02998217

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DEED DATED THE 19th DECEMBER 2002 AND CREATED BY HIGHWAY INSURANCE HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ACTING AS AGENT FOR THE BENEFICIARIES (AS SECURITY TRUSTEE) 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 31st DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

RQ