

# M

CHFP025

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

\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

155114-13

# 395

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

For official use

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Company number

03116518

Name of company

\* HASTINGS INSURANCE SERVICES LIMITED (the "Company")

Date of creation of the charge

8 November 2005

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Company has covenanted to pay, perform or discharge to Barclays upon Barclays' demand in writing:

1. all money and liabilities at the date of the Debenture or in the future due, owing or incurred (before or after that demand) by the Company to Barclays (or any transferee or assignee from Barclays or successor to Barclays whether such moneys and liabilities are advanced to the Company or come into existence before or after such transfer or assignment) in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to Barclays by assignment or otherwise; and
2. all interest, commission, fees, charges, costs and expenses which Barclays may charge to the Company in the course of their business or incur in respect of the Company or its affairs. The interest will be calculated and compounded in accordance with Barclays' usual practice, before and also after any demand or judgment.

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

Barclays Bank PLC (Company Number 01026167), Sales Financing, Churchill House, Churchill Way, Basingstoke, Hampshire

Postcode RG27 7GL

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

Hammonds  
7 Devonshire Square  
Cutlers Gardens  
London  
EC2M 4YH

For official Use (02/00)

Mortgage Section

Post room

Time critical reference  
ABD/SLG2/BAR.962-0206



A30  
COMPANIES HOUSE

\*AJY92ABN\*

506  
12/11/2005

Short particulars of all the property mortgaged or charged

By executing the Debenture the Company has charged to Barclays (such that each Charge listed below is a separate charge) and as continuing security with full title guarantee for the payment or discharge of all Secured Sums:

1. by way of legal mortgage, all Land in England and Wales or any other relevant jurisdiction now vested in the Company at the date of the Debenture and not registered at the Land Registry;
2. by way of fixed charge:
  - a) all Land in England and Wales vested in the Company at the date of the Debenture and registered at the Land Registry;
  - b) all other Land which is at the date of the Debenture, or in the future becomes, the Company's property;
  - c) all plant and machinery at the date of the Debenture or in the future attached to any Land of the Company;

(PLEASE SEE CONTINUATION SHEET)

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)

None

Signed

*Hammurds*

Date *11 November*

*2005*

On behalf of ~~/mortgagee/~~ chargee *X*

*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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Company number

03116518

Name of company

\* insert full name  
of company

\* HASTINGS INSURANCE SERVICES LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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Company number

03116518

Name of company

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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

03116518

Name of company

\* Insert full name  
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Addendum 4/4

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

d) all rental and other income and all debts and claims which are due or owing to the Company at the date of the Debenture or in the future under or in connection with any lease, agreement or licence relating to Land of the Company;

e) all of the Company's Securities;

f) all insurance and assurance contracts and policies now at the date of the Debenture or in the future held by or otherwise benefiting the Company:

- which relate to Assets themselves subject to a fixed charge given by the Company in favour of Barclays; or
- which are deposited by the Company with Barclays;

together with all of the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

g) all of the Company's goodwill and uncalled share capital for the time being;

h) all of the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,

i) the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;

j) all trade secrets, confidential information and knowhow owned or enjoyed by the Company at the date of the Debenture or in the future in any part of the world;

k) the Customer Database;

l) the Customer Database IPR;

m) the IS2000 Database;

n) the IS2000 Database IPR;

o) all Non-Vesting Debts and their proceeds at the date of the Debenture or in the future owing to the Company;

p) all Related Rights relating to any Non-Vesting Debts;

q) all Non-Vesting Claim Repayments and their proceeds at the date of the Debenture or in the future owing to the Company;

r) all Related Rights relating to any Non-Vesting Claim Repayments;

s) all Non-Vesting Claim Retentions and their proceeds at the date of the Debenture or in the future owing to the Company;

t) all Related Rights relating to any Non-Vesting Claim Retentions;

u) all Non-Vesting Direct Debits and their proceeds at the date of the Debenture or in the future owing to the Company;

v) all Related Rights relating to any Non-Vesting Direct Debits;

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- w) all Non-Vesting Rebates and their proceeds at the date of the Debenture or in the future owing to the Company;
  - x) all Related Rights relating to any Non-Vesting Rebates;
  - y) all Non-Vesting Rebate Deductions and their proceeds at the date of the Debenture or in the future owing to the Company;
  - z) all Related Rights relating to any Non-Vesting Rebate Deductions;
  - aa) all Non-Vesting Rebate Margins and their proceeds at the date of the Debenture or in the future owing to the Company;
  - bb) all Related Rights relating to any Non-Vesting Rebate Margins;
  - cc) all Other Debts (save for the Commission, the Net Claim Repayments, the Immediate Premium Payments and the Internet Debts to the extent that they have been assigned to Barclays by way of security in accordance with clause 3.2 of the Debenture) at the date of the Debenture or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);
  - dd) the benefit of all instruments, guarantees, charges, pledges and other rights at the date of the Debenture or in the future available to the Company as security in respect of any Asset itself subject to a charge in Barclays' favour;
  - ee) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;
3. by way of floating charge:
- a) all of the Company's Assets which are not effectively charged by the fixed charges detailed above; and
  - b) without exception all of the Company's Assets insofar as they are situated for the time being in Scotland;
- but in each case so that the Company agrees that it shall not without Barclays' prior written consent:
- create any mortgage or any fixed or floating charge or other security over any of the Company's Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charge contained in the Debenture);
  - take any other step referred to in clause 5.1.1 of the Debenture with respect to any of the Company's Floating Charge Assets;
  - sell, transfer, part with or dispose of any of the Company's Floating Charge Assets except by way of sale in the ordinary course of business.
4. The Company has assigned and has agreed to assign to Barclays as continuing security with full title guarantee for the payment or discharge of all Secured Sums, all of its rights, title and interest in and to the Commission, the Net Claim Repayments the Immediate Premium Payments and the Internet Debts.
5. The Company has agreed that it will only deal with Non-Vesting Debts, Non-Vesting Claim Repayments, Non-Vesting Claim Retentions, Non-Vesting Direct Debts, Non-Vesting Rebates, Non-Vesting Rebate Deductions and Non-Vesting Rebate Margins and the proceeds thereof and any Related Rights thereto as if they had been assigned to Barclays under the Receivables Financing Agreement and in particular will not bank or deal with any payments in respect of such debts except in accordance with the provisions of the Receivables Financing Agreement.
6. The Company has agreed to collect and realise all Other Debts, Commission, Net Claim Repayments, Immediate Premium Payments and the Internet Debts and immediately on receipt pay all money which it receives in respect of them into its bank account with Barclays, or into any other account designated by Barclays from time to time, in each case on such terms as Barclays may direct.

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7. The Company has agreed that it will not, without Barclays' prior written consent or as permitted under the Receivables Financing Agreement, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Other Debt in favour of any person other than Barclays nor purport to do so.

8. The Company has agreed that it will not, except with Barclays' prior written consent:

a) create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets;

b) sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights (including the IS2000 Database, the IS2000 Database IPR, the Customer Database and the Customer Database IPR) or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

**DEFINITIONS USED IN THIS FORM**

'Assets' means the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Barclays' means Barclays Bank Plc (a company registered in England and Wales with company number 01026167 whose registered office is at 1 Churchill Place, London E14 5HP);

'Claim Deduction' means the settlement of a Debt by the Company deducting an amount equal to the Debt from the proceeds of a Claim paid to the Company by an Insurer;

'Claim Repayment' means monies paid by an Insurer to the Company in consideration of the Company having paid the proceeds of a Claim to an Insured on behalf of the Insurer;

'Claim Settlement Fund' means monies paid by an Insurer from time to time to the Company to be applied for the sole and specific purpose of settling Claims referable to such Insurer;

'Commission' means commission due from an Insurer to the Company in accordance with an Insurance Agreement, from time to time;

'Customer Database' means (excluding always the IS2000 Database) the Company's database containing certain information about the persons to whom the Company provides products and services;

'Customer Database IPR' means all Intellectual Property of the Company comprised in or relating to the Customer Database;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Immediate Premium Payments' shall mean Premiums paid in full by Insureds to the Company on the inception of a Policy only to the extent that such Premiums are not held in trust by the Company for any other person;

'Intellectual Property' means in relation to the Company all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means in relation to the Company all and any of its Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h), (i) and (j) of the Debenture;

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'Internet Debts' means (at all times excluding Debts) any obligation of a person (present, future or contingent) to make payment of the Total Premium Cost to the Company (where Total Premium Cost shall have the meaning given to it in the Receivables Financing Agreement save that the reference in that definition to a Credit Agreement shall have the meaning given to Credit Agreement in the Receivables Financing Agreement but with the substitution of the words "concluded during a telephone call between a member of the Company's personnel and the Insured" with "concluded over the internet";

'IS2000 Database' means the Company's database on its IS2000 system containing certain information about the persons to whom the Company provides products and services;

'IS2000 Database IPR' means all Intellectual Property of the Company's comprised in or relating to the IS2000 Database;

'Land' includes in relation to the Company freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Net Claim Repayments' means all Claim Repayments which are not the proceeds of a Debt and which are not part of any Claim Settlement Fund;

'Non-Vesting Claim Repayment' means (at all times excluding Non-Vesting Claim Retention) any Claim Repayment which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Claim Retention' means any monies retained by the Company from a Claim Settlement Fund which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Debt' means the obligation to pay all or any part of any Net Premium Cost which is:

(i) payable to the Company in any way other than by Claim Repayment, Claim Deduction, Direct Debit Payment, or Rebate Deduction; or

(ii) which is not a Rebate or the Rebate Margin;

and which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Direct Debit' means any Direct Debit Payment which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Rebate' means any Rebate (other than any Rebate which is collected by Rebate Deduction) which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Rebate Deduction' means any Rebate collected by Rebate Deduction which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Non-Vesting Rebate Margin' means any Rebate Margin which has purportedly been assigned to Barclays by the Company pursuant to the Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in Barclays from time to time;

'Other Debts' means all sums of money receivable by the Company or now or in the future consisting of or payable under or derived from any of the Company's Assets, referred to in clause 3.1.2 of the Debenture (and includes (without limitation) any sums owing by Barclays to the Company) other than the Company's Non-Vesting Debts, Non-Vesting Claim Repayments, Non-Vesting Claim Retentions, Non-Vesting Direct Debits, Non-Vesting Rebates, Non-Vesting Rebate Deductions and Non-Vesting Rebate Margins (and Related Rights thereto);



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'Receivables Financing Agreement' means the receivables financing agreement entered into between Barclays and the Company dated on or around the date hereof pursuant to which certain debts created by the Company shall be assigned to Barclays pursuant to the terms thereof;

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Company to Barclays under clause 2 of the Debenture;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

THE FOLLOWING TERMS SHALL ALL HAVE THE MEANING ASCRIBED TO THEM IN THE RECEIVABLES FINANCING AGREEMENT:

'Claim'

'Debt'

'Direct Debit Payment'

'Insurance Agreement'

'Insureds'

'Insurer'

'Net Premium Cost'

'Premiums'

'Rebate'

'Rebate Margin'

'Related Rights'

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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. 03116518

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th NOVEMBER 2005 AND CREATED BY HASTINGS INSURANCE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 12th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 2005.

*P. Ceri*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES