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COMPANIES FORM No. 395

395

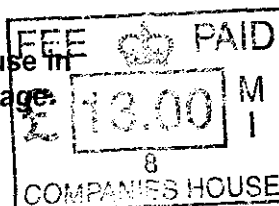
Particulars of a mortgage or charge

CHFP021

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold black lettering* insert full name
of Company

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)

726207/13

For official use

Company number

2

4004421

Name of company

* Milburn Insurance Services Limited (the "Company")
--

Date of creation of the charge

02/22/2007

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

Deed of accession to a debenture dated 30 June 2006 between the Parent (as defined herein), each of the companies named therein as Chargor and the Security Trustee (as defined herein) (the "Debenture")

Amount secured by the mortgage or charge

The present, future, actual and contingent liabilities of the Chargors to any Secured Party under or pursuant to the Finance Documents (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland (the "Security Trustee" which expression shall include all successor security trustees appointed under the Facility Agreement from time to time) of 155 Bishopsgate, London		Postcode	EC2M 3YB
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Presentor's name address and
reference (if any) :DMH Stallard
40 High Street, Crawley, West
Sussex RH10 1BW
CM (ref: 0690/23303-44)

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY

*A3GWUNJP*
A05 03/03/2007 444
COMPANIES HOUSE

Please see continuation sheet attached.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 28 February 2007

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)

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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. DEFINITIONS

In the interpretation of this Form 395 the following words and expressions shall have the respective meanings given to them:-

"Accession Letter" means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facility Agreement;

"Acquisition" means any acquisition by a Group Company of any Target, Target Shares or Target Assets in accordance with an Acquisition Agreement;

"Acquisition Agreement" means any sale and purchase agreement or asset purchase agreement relating to an Acquisition together with any related agreements giving any Group Company a right or claim against any Vendor or any third party in connection with any Acquisition or transferring title to any Group Company of any asset acquired under those agreements (but, for the avoidance of doubt, shall not include any Disclosure Letter);

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 26 (*Changes to the Obligors*) of the Facility Agreement;

"Additional Chargor" means a member of the Group which becomes a Chargor by executing a Deed of Accession;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 26 (*Changes to the Obligors*) of the Facility Agreement;

"Agent" means The Governor and Company of the Bank of Scotland in its capacity as agent for the Finance Parties or a successor agent appointed under clause 27.12 (*Resignation of the Agent*) of the Facility Agreement;

"Ancillary Document" means a document setting out the terms on which Ancillary Facilities are made available;

"Ancillary Facilities" means the working capital facility up to £1,000,000 made available by the Ancillary Lender pursuant to the Ancillary Document;

"Ancillary Lender" means The Governor and Company of the Bank of Scotland;

"Arranger" means The Governor and Company of the Bank of Scotland;

"Borrower" means the Parent or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 (*Changes to the Obligors*) of the Facility Agreement;

"Charged Property" means the Chargors' assets (and every part of them) mortgaged, assigned or charged to the Security Trustee by or pursuant to the Debenture;

"Chargor" means the Parent and any Additional Chargor;

"Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility Commitment" in schedule 1 (*The Original Lenders*) of the Facility Agreement and the principal amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the principal amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement;

"Core Business" means insurance broking, underwriting agency, insurance agency, risk assessment and risk management services and other insurance business;

"Deed of Accession" means a deed substantially in the form of schedule 6 of the Debenture executed, or to be executed by an Additional Chargor;

"Disclosure Letter" has the meaning given to it in an Acquisition Agreement;

"Event of Default" means any event or circumstance specified as such in clause 24 (*Events of Default*) of the Facility Agreement;

"Facility" means the term loan facility to be made available to a Borrower by a Lender as described in clause 2.1 (*The Facility*) of the Facility Agreement;

"Facility Agreement" means a facility agreement dated on or about the date of the Debenture and made between (1) the Parent, (2) the companies listed in schedule 2 therein, (3) The Governor and Company of the Bank of Scotland as Mandated Lead Arranger, (4) The Governor and Company of the Bank of Scotland as Original Lender, (5) The Governor and Company of the Bank of Scotland as Agent and (6) The Governor and Company of the Bank of Scotland as Security Trustee;

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Parent and the Arranger, the Agent and the Security Trustee, setting out any of the fees referred to in clause 11 (*Fees*) of the Facility Agreement;

"Finance Document" means the Facility Agreement, the Intercreditor Agreement, any Fee Letter, the Hedging Strategy Letter, the Syndication

Side Letter, the Ancillary Documents, any Accession Letter, any Hedging Agreement, any Transfer Certificate, or any Security Document and any other document designated as such by the Agent;

"Finance Parties" means the Arranger, the Agent, the Security Trustee, each Ancillary Lender and each Lender and shall be deemed to include any Lender in its capacity as a party to a Hedging Agreement and Finance Party means any of them;

"Floating Charge Property" has the meaning given to that term in clause 2(g);

"Group" means the Parent, each Target and each of their respective Subsidiaries for the time being and **"Group Company"** means any one of them;

"Guarantor" means an Original Guarantor and any Group Company which has acceded to the Facility Agreement as an Additional Guarantor;

"Hedging Agreements" means each agreement entered into or to be entered into between the Parent and a Lender for the purpose of hedging the Parent's interest rate liabilities;

"Hedging Strategy Letter" means the letter dated on or about the date of the Facility Agreement and made between the Parent and the Agent and described on its face as the "Hedging Strategy Letter".

"Intercreditor Agreement" means the intercreditor agreement to be entered into on or about the date of the Facility Agreement between, amongst others, the Parent, the Finance Parties, the Loan-back Directors and the Investors;

"Investors" means Peter Cullum and the other persons defined as Investors in the Shareholders Agreement;

"Legally Mortgaged Property" has the meaning given to that term in clause 2(a);

"Lenders" means each Lender and shall be deemed to include a Lender in its capacity as a party to any Hedging Agreement, and Lender shall be construed accordingly;

"Loan" means a loan made or to be made to a Borrower under the Facility or the principal amount outstanding for the time being of that Loan;

"Loan-back Director" means Tim Johnson;

"Majority Lenders" means:

- (a) if there are no Utilisations then outstanding, a Lender or Lenders whose Commitments aggregate more than $66^{2/3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66^{2/3}$ per cent of the Total Commitments immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding aggregate more than $66^{2/3}$ per cent of all the Utilisations then outstanding;

"Obligor" means a Borrower or a Guarantor;

"Original Guarantor" means the Parent;

"Original Lender" means The Governor and Company of the Bank of Scotland;

"Parent" means Cullum Capital Ventures Limited, a company incorporated under the laws of England and Wales with registered number 5587424 whose registered office is at Townergate House, County Gate, Staceys Street, Maidstone, Kent ME14 1ST;

"Receiver" means a receiver appointed pursuant to the Debenture or any applicable law and includes a receiver and manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver;

"Secured Party" means each of the Finance Parties;

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect;

"Security Document" means each of the documents described in schedule 11 (*Security Documents*) of the Facility Agreement and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the obligations of the Obligors under the Finance Documents, each in form and substance satisfactory to the Agent;

"Security Trustee's Rate" means, on any day, the percentage rate per annum calculated by the Security Trustee by reference to a one month period which is the aggregate of (a) 1.00 per cent, (b) the Margin, (c) LIBOR and (d) the Mandatory Cost (if any) (as each term is defined in the Facility Agreement);

"Security Period" means the period starting on the date of the Facility Agreement and ending on the date on which all of the liabilities of the

Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present, future, actual or contingent, in relation to the Facility;

"Shareholders Agreement" means the subscription and investment agreement to be entered into between the Investors and the Parent on or about the date of the Facility Agreement;

"Subsidiary" means a subsidiary within the meaning of section 736 of the Act;

"Syndication" means the primary syndication of the Facility as contemplated in the Syndication Side Letter;

"Syndication Side Letter" means the letter dated on or about the date of the Facility Agreement between the Parent and the Arranger in relation to Syndication;

"Target" means, subject to the provisions of clause 23.2 (*Acquisitions*) of the Facility Agreement a company, a partnership, a limited liability partnership or a sole trader each formed under the laws of England and Wales, Scotland or Northern Ireland and which in each case is identified in an Acquisition Agreement and which in each case engages in the Core Business;

"Target Assets" means any assets described in an Acquisition Agreement which is an asset purchase agreement;

"Target Shares" means all of the issued share capital of a Target and all warrants in respect of the share capital of a Target;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Transfer Certificate" means a certificate substantially in the form set out in schedule 6 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Agent and the Parent;

"Total Commitments" means at any time the aggregate of the Commitments;

"Utilisation" means a utilisation of the Facility by a Borrower by way of a Loan; and

"Vendor" means any vendors in respect of a Target which enter into an Acquisition Agreement as vendor.

2. MORTGAGES, FIXED CHARGES AND FLOATING CHARGE

Each Chargor charges in favour of the Security Trustee (as agent and trustee for the Secured Parties), as security for the payment of the Secured Liabilities and with full title guarantee:

- (a) by way of first legal mortgage all estates or interests in the freehold property (if any) as at the date of the Debenture belonging to it and specified in schedule 1 and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to such Chargor (the "**Legally Mortgaged Property**");
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to such Chargor at the date of the Debenture or at any time during the Security Period (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it;
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it at the date of the Debenture or in the future;
- (d) by way of fixed charge:
 - (i) all stocks, shares (including, but not limited to those shares specified in schedule 2 or in the schedule to any Deed of Accession), debentures, bonds, notes and loan capital of the Chargor in any Subsidiary and in any other body corporate; and
 - (ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,

which at the date of the Debenture or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above;

- (e) by way of fixed charge its present and future goodwill and its present and future uncalled capital;
- (f) 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 at the date of the Debenture or at any time thereafter belonging to such Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions (including, without limitation, those intellectual property rights (if any) specified in schedule 3 and/ or the schedule to any Deed of Accession); and
- (g) by way of floating charge all of the Chargor assets and undertaking, present and future, other than any assets from time to time or for the

time being effectively mortgaged, assigned or charged by way of fixed charge to the Security Trustee (collectively the "**Floating Charge Property**").

- 2.2 The Chargor assigns to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement.
- 2.3 The security constituted by or pursuant to the Debenture is in addition to and independent of every other Security Document and no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part of it shall merge in the security created by or under the Debenture.
- 2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

3. NEGATIVE PLEDGE

Without the prior written consent of the Security Trustee each Chargor shall not nor shall it agree or purport to:

- (a) create or permit to subsist any Security whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture other than as permitted under the Facility Agreements; or
- (b) 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.

4. FURTHER ASSURANCE

- 4.1 Each Chargor (as relevant) applies to the Land Registrar for registration against the registered titles specified in schedule 2 of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] [date of Debenture] in favour of The Governor and Company of the Bank of Scotland as Security Trustee referred to in the charges register or, if appropriate, signed on

such proprietor's behalf by an [Authorised Officer] of The Governor and Company of the Bank of Scotland as Security Trustee";

- (b) a notice that under the provisions of the Finance Documents the Secured Parties are under an obligation to make further advances.
- 4.2 Each Chargor shall, at its own expense, promptly take whatever other action and execute in favour of the Security Trustee (or as it may direct) whatever further legal assignments, transfers, securities and other documents the Security Trustee may require (acting reasonably unless an Event of Default has occurred and is continuing) in order to:
- (a) perfect or improve the security intended to be conferred on the Security Trustee by or pursuant to the Debenture; or
 - (b) facilitate the realisation of all or any of the Charged Property and to *exercise all rights and powers conferred on the Security Trustee, any Receiver, any administrator or any delegate in connection with that realisation.*
- 4.3 The obligations of each Chargor under this clause 4 are in addition to and not in substitution for the covenants for further assurance implied by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.
- 4.4 Each Chargor shall, immediately after the execution of the Debenture (or on acquiring possession of them subsequently), deposit with the Security Trustee:
- (a) all deeds, certificates and other documents constituting or evidencing title to the Charged Property; and
 - (b) stock transfer forms executed in blank on behalf of each Chargor in respect of any stocks, shares or other securities charged under clause 2(d).
- 4.5 Each Chargor shall, promptly on becoming a party to any Acquisition Agreement dated after the date of the Debenture, assign to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee all of its present and future rights, title and interest in any document giving it any right or claim against the Vendor or any third party in connection with the Acquisition or the transfer of title to that Chargor of any asset acquired or intended to be acquired by any such document. *Whilst an Event of Default is continuing, each Chargor shall serve notice of any such assignment to the Vendor and (unless the Agent, acting on the reasonable instructions of the Majority Lenders, otherwise agrees) on all other parties to the relevant documents.*
- 4.6 To the extent that any contract for the disposition of an interest in land is entered into pursuant to this clause 4, that contract shall be deemed to

incorporate all the terms of the Debenture as though they were set out in that document in full.

5. THE ACQUISITION AGREEMENTS

5.1 Other than as permitted under the Facility Agreements, each Chargor shall not without the prior written consent of the Agent:

(a) make or agree to any claim that any Acquisition Agreement is frustrated; or

(b) consent or agree to any waiver or release of any liability of any party to any Acquisition Agreement (other than itself).

5.2 Whilst an Event of Default is continuing, each Chargor shall give to each Vendor and (unless the Agent), acting on the reasonable instructions of the Majority Lenders, otherwise agrees) all other parties to each Acquisition Agreement prompt notice of the assignment of its rights and interests in or to such Acquisition Agreement in the form attached as schedule 4 of the Debenture.

6. CONVERSION OF FLOATING CHARGE AND AUTOMATIC CRYSTALLISATION

6.1 If the Security Trustee considers that any assets of a Chargor are in danger of being seized or sold under any form of distress, execution or other similar process, or if an Event of Default has occurred and is continuing, the Security Trustee may, by written notice to such Chargor, convert the floating charge created by the Debenture into a fixed charge in relation to the assets specified in that notice (which need not be exclusively those which are in danger of seizure or sale) and the Security Trustee may (but shall not be obliged to) take possession of or appoint a Receiver of those assets.

6.2 The Security Trustee may not convert the floating charge into a fixed charge solely because a moratorium is obtained, or anything is done with a view to obtaining a moratorium under the Insolvency Act 2000.

6.3 The floating charge created by the Debenture shall immediately be converted into a fixed charge if:

(a) a Chargor takes any step to create any Security (other than as permitted under the terms of the Facility Agreements) over any of the Floating Charge Property without the prior written consent of the Security Trustee; or

(b) any creditor or other person levies any distress, execution, sequestration or other process against any of the Floating Charge Property.

7. UNDERTAKINGS BY THE CHARGORS

- 7.1 Each Chargor undertakes with the Secured Parties that it will at all times during the Security Period:
- (a) keep all buildings, trade and other fixtures, fixed and other plant and machinery forming part of the Charged Property in good and substantial repair (fair wear and tear excepted) and permit the Security Trustee, its officers, employees and agents free access at all reasonable times and on reasonable notice to view their state and condition;
 - (b) preserve, maintain and renew as and when necessary all material copyrights, licences, patents, trade marks and other intellectual property rights used or exploited in connection with its business;
 - (c) observe and perform all covenants and undertakings from time to time affecting the Charged Property or the use or enjoyment of it; and
 - (d) indemnify the Security Trustee (and as a separate covenant any Receiver appointed by it) against all existing and future rents, Taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue) which are properly payable at the date of the Debenture or at any time during the Security Period in respect of the Charged Property or any part of it or by the owner or occupier of it.
- 7.2 If any sum referred to in clause 7.1(a) is paid by the Security Trustee (or any Receiver), the Parent or a Chargor shall reimburse it to the Security Trustee on demand and until so reimbursed it shall accrue interest at the Security Trustee's Rate from time to time from the date of payment to the date of reimbursement (both before and after judgment).
- 7.3 Each Chargor undertakes with the Secured Parties that it will not at any time during the Security Period, unless it is permitted pursuant to the terms of the Facility Agreements or with the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed):
- (a) enter into any onerous or restrictive obligation affecting the Charged Property save on reasonable commercial terms;
 - (b) make any structural or material alteration to any freehold or leasehold land comprised in the Charged Property or do or allow on it anything which is a development as defined in section 55 of the Town and Country Planning Act 1990;
 - (c) vary, surrender, cancel, assign or otherwise dispose of or allow to be forfeited any leasehold interest forming part of the Charged Property, or agree any rent review;

- (d) part with possession of the whole or any part of, confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let any land or buildings forming part of the Charged Property;
- (e) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Charged Property or any part of it or create or permit to arise any interest which falls within either or both of schedules 1 and 3 of the Land Registration Act 2002 affecting that property and the reasonable costs incurred by the Security Trustee of lodging a caution against first registration of the title to that property or any part of it (or a land charge, if unregistered), shall be an expense properly incurred in relation to the Debenture; or
- (f) make an application, or consent or concede to the application by any third party, to the Land Registrar to make any entry on the register of title of the Legally Mortgaged Property or the Charged Property or any part of either of them.

SCHEDULE 1

Legally Mortgaged Property

Part 1

Freehold Property - Registered Land

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number (Essential)
None	None	None	None

Part 2

Freehold Property – Unregistered Land

Chargor	Address or Description	Date	Document Evidencing Title	Parties
None	None	None	None	None

Part 3

Leasehold Property – Registered Land

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number (Essential)
Milburn Insurance Services Limited	Essex	Ford House 31-34 Railway Street Chelmsford Essex	To be Advised

Part 4

Leasehold Property ~ Unregistered Land

Chargor	Address or Description	Date	Document Evidencing Title	Parties
None	None	None	None	None

Part 5

Licences

Chargor	Address of Licensed Premises	Description of Licence	Date	Licensing Authority
None	None	None	None	None

SCHEDULE 2

Group Shares

Chargor	Name of Company in which Shares are held/ Name of Nominee (if any) holding legal title to Shares	Class of Shares	Number of Shares

SCHEDULE 3

Intellectual Property Rights

Part 1

Trade Mark Registrations and Applications

Chargor/ Registered Owner	Trade Mark	Class	Registered or Pending	Registered Number/ Application Number	Date of Registration/ Application	Country (UK or CTM)
None	None	None	None	None	None	None

Part 2

Patent Registration and Applications

Chargor/ Registered Owner	Patent	Registered or Pending	Registered Number/ Application Number	Date of Registration/ Application	Country (UK, EP (UK) or PCT)
None	None	None	None	None	None

Part 3

Domain Names

Chargor/Registered Owner	Domain Name	Registered By	Country
Milburn Insurance Services Limited	www.milburninsurance.co.uk	RG Ford Insurance Brokers Limited	UK
Milburn Insurance Services Limited	www.brethreninsurance.co.uk	RG Ford Insurance Brokers Limited	UK
Milburn Insurance Services Limited	www.brethrenquotes.com	RG Ford Insurance Brokers Limited	UK
Milburn Insurance	www.insuranceforbrethren.com	RG Ford Insurance	UK

Services Limited		Brokers Limited	
Milburn Insurance Services Limited	www.brethreninsurance.com	RG Ford Insurance Brokers Limited	UK

Part 4

Licensed Intellectual Property

Chargor	Description of Intellectual Property licensed	Licensor	Date of Licence	Duration of Licence
None	None	None	None	None

Part 5

Registered Design Registration and Applications

Chargor/ Registered Owner	Registered Design	Registered or Pending	Registered Number/ Application Number	Date of Registration/ Application	Country (UK or Community Design)
None	None	None	None	None	None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04004421

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A DEBENTURE DATED 30 JUNE 2006 AND DATED THE 22nd FEBRUARY 2007 AND CREATED BY MILBURN INSURANCE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO ANY SECURED PARTY 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 3rd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MARCH 2007.

DM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES