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COMPANIES FORM No. 395

58 3760/40

Particulars of a mortgage or charge

395

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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

CHFP025

To the Registrar of Companies
For official use

Company Number

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

*Insert full name of
company

4

04043759

Name of company

Towergate Underwriting Group Limited (the **Chargor**)

Date of creation of the charge

28 April 2004

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

Debenture (the **Debenture**) dated 28 April 2004 and made between (1) the Chargor and (2) The Royal Bank of Scotland plc as agent and trustee for the Secured Parties pursuant to the Facility Agreement (as each such term is defined below) (the **Security Trustee** which expression shall include all successor security trustees appointed under the Facility Agreement from time to time).

Amount secured by the mortgage or charge

The present, future, actual and contingent liabilities of the Chargor to any Secured Party under or pursuant to Finance Documents (as defined below) (the **Secured Liabilities**).

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

The Royal Bank of Scotland plc of 135 Bishopsgate, London EC2M 3UR as Security Trustee

Please return

via

CH London Counter

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

Denton Wilde Sapte
One Fleet Place
London
EC4M 7WS

CJF/SL/70202.00011
6672516.01

For official use

Mortgage Section

Post room

Time critical reference



Short particulars of all the property mortgaged or charged

Under the terms of the Debenture, the Chargor covenanted with each Secured Party that it will on demand pay and discharge the Secured Liabilities where due and payable and further charged 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 legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 1 to the Debenture (which is reproduced below) and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to the 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 the Chargor at the date of the Debenture or at any time during the Security Period (as defined below) (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 the Chargor;

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Wilde Sayle Date 6 May 2004

On behalf of [company] mortgagee/chargee 1

1 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor at the date of the Debenture or at any time thereafter;

(d) by way of fixed charge:

(i) all stocks, shares, debentures, bonds, notes and loan capital of the Chargor in any Subsidiary (as defined below) 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 at any time thereafter belong to the Chargor, 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 the goodwill of the Chargor at the date of the Debenture or at any time thereafter in existence and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(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 the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(g) by way of floating charge all of the Chargor's assets and undertaking, at the date of the Debenture or at any time thereafter, 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**).

Under the terms of the Debenture, the Chargor assigned 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 the Chargor's rights, title and interest in each Acquisition Agreement (as defined below) at the date of the Debenture or at any time thereafter in existence.

The security constituted by or pursuant to the Debenture is in addition to and independent of every other Security Document (as defined below) and no prior security held by the Security Trustee or any other Secured Party over the Charged Property (as defined below) or any part of it shall merge in the security created by or under the Debenture.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) applies to any floating charge created pursuant to the Debenture.

Note: The Chargor covenanted in the Debenture that without the prior written consent of the Security Trustee it would not nor would it agree or purport to:

(a) create or permit to subsist any Security (as defined below) 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 Agreement; 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 Agreement.

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

Definitions

Acquisition Agreement, the **Agent**, the **Arrangers**, the **Facilities**, the **Finance Documents**, the **Finance Parties**, the **Group Company**, **Keyman Insurance**, the **Lender**, the **Obligor**, the **Option Deeds**, the **Original Lenders** and the **Overdraft Banks** each have the meaning ascribed to those terms in the Facility Agreement.

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

Facility Agreement means a facility agreement dated 28 April 2004 and made between (1) Towergate Underwriting Limited, (2) the Chargor, (3) Towergate Finch Professional Indemnity Limited, (4) The Royal Bank of Scotland plc in its various capacities as Agent, Arranger, Original Lender, Overdraft Bank and Security Trustee, (5) Barclays Bank PLC as Original Lender and Overdraft Bank, (6) Barclays Capital as Arranger and (7) Lloyds TSB Bank Plc in its various capacities as Arranger, Original Lender and Overdraft Bank.

Secured Party means each of the Agent, the Security Trustee, the Overdraft Banks and each Lender.

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:

- (a) any debenture in the agreed form executed or to be executed by a Group Company in favour of the Security Trustee;
- (b) the intercreditor agreement dated 28 April 2004 and entered into between (1) Towergate Underwriting Limited, (2) the Senior Lenders (as defined therein), (3) The Royal Bank of Scotland plc as Senior Trustee and Senior Agent (as each such term is defined therein), (4) the beneficiaries under the Option Deeds, (5) Royal Bank Investments Limited as Equity Trustee (as defined therein), (6) Peter Geoffrey Cullum and (7) the New Creditors (as defined therein);
- (c) the assignment relating to Keyman Insurance dated 28 April 2004 and executed by Towergate Underwriting Limited in favour of the Security Trustee;
- (d) any guarantee and any document creating Security for any of the liabilities of any Obligor under any Finance Document; and
- (e) the deed of priority dated 28 April 2004 and made between the Security Trustee, Norwich Union Insurance Limited, Towergate Underwriting Limited and the Chargor.

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 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 Facilities.

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

SCHEDULE

The Legally Mortgaged Property

None

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

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

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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. 04043759

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th APRIL 2004 AND CREATED BY TOWERGATE UNDERWRITING GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY 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 7th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th MAY 2004.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES