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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04157814

Name of company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

Date of creation of the charge

3 March 2008

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

DEBENTURE dated 3 March 2008 between the Charging Companies and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

In the case of any Target Obligor all money or liabilities due, owing or incurred to any Secured Party by any Charging Company under any Finance Document (other than any liabilities due, owing or incurred in relation to the Term A Facility, Term B1 Facility, Term C1 Facility and the Revolving Facility) as at the 3 March 2008 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor or Target Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

BANK OF SCOTLAND PLC, Level 7, Bishopsgate Exchange, 155 Bishopsgate, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3YB

Presentor's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

JGB/NRB/470S 00328/8847466

Time critical reference

For official Use (06/2005)
Mortgage Section



ANPD1XXU
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COMPANIES HOUSE

1 CHARGING CLAUSE

1 1 Fixed Charges

The Company, as security for the payment or discharge of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 3 March 2008 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property,

(b) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

Continued on Addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst LLP

Date

10/03/08

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)*

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.

Name of company

*insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) 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)

NOTE

In this Form

"Acquisition Documents" means the Acquisition Documents as such term is defined in the Senior Credit Agreement,

"Assigned Agreements" means the Acquisition Documents, the Insurances and the Material Contracts,

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Broker and Client Accounts" means the bank accounts held by members of the Group which hold payments received in respect of insurance policies pending payment of premiums to underwriters and withdrawal of commission and the accounts which the Group is required to maintain by the FSA which hold premiums received from customers on trust for such customers, being those bank accounts listed in part 2 of schedule 5 of the Debenture, together with any bank accounts opened or acquired by the Company after 3 March 2008 which are used for the same purposes as the Broker and Client Accounts listed in part 2 of Schedule 5 of the Debenture and which are subject to regulatory and/or contractual restrictions as to the creation of any Security Interest over those accounts,

"Capital Adequacy Account" means the account listed in part 3 of schedule 5 of the Debenture, any other account designated as such by the Parent and the Facility Agent (acting reasonably) which holds monies for the purposes of the Group or a Group Company complying with requests or requirements made by the FSA in respect of the capital resources of the Group or any Group Company and any account acquired or opened by the Company after 3 March 2008 which is used for the purposes of the Group's compliance with the requirements of the FSA (or any successor or replacement as the relevant regulator) as to minimum capital adequacy,

"Cash Collateral Account" means an account with the Security Agent (or any other Lender) opened in the name of an Obligor which is designated by the Parent and the Facility Agent for the purpose of receiving payments of cash collateral under clause 9 5 (Cash Cover) of the Senior Credit Agreement and/or clause 10 (Prepayment and Cancellation) of the Senior Credit Agreement or as the Pre-agreed Acquisitions Account or as the Surplus Cash Account and over which the Security Agent (and/or relevant Lender) has a first priority security interest under a Security Document,

"Charged Property" means the assets of the Company mortgaged, charged or assigned to the Security Agent by the Debenture,

"Charging Companies" means the Parent, each of the companies listed in part 1 and part 2 of schedule 1 of the Debenture, as set out in part 1 and part 2 of schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in part 1 of schedule 5 of the debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 25 21 (Acceleration) of the Senior Credit Agreement,

Name of company

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"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means any event or circumstance specified as such in clause 25 (Events of Default) of the Senior Credit Agreement,

"Facility Agent" means Bank of Scotland plc,

"Finance Documents" means Finance Documents as such term is defined in the Senior Credit Agreement,

"Finance Parties" means Finance Parties as such term is defined in the Senior Credit Agreement,

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 below,

"Group" means the Parent and its Subsidiaries for the time being,

"Group Company" means a member of the Group,

"Hedging Agreements" means Hedging Agreements as such term is defined in the Senior Credit Agreement,

"Insurances" means all policies of insurance and all proceeds of them either as at 3 March 2008 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means the Intellectual Property Rights owned or used by Group Companies or the interests of any Group Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any Group Company relating to the use or exploitation of any of those Intellectual Property Rights,

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Lender" means Lender as such term is defined in the Senior Credit Agreement,

"Material Contracts" means the contracts listed in schedule 4 of the relevant Security Accession Deed,

"Nominated Accounts" means Nominated Accounts as such term is defined in clause 8 4(a) of the Debenture,

"Obligor" means Obligors as such term is defined in the Senior Credit Agreement (including the Holdco Obligors and the Target Obligors, listed in schedule 1 to the Debenture, as set out in schedule 1 hereto),

"Parent" means DMWSL 587 Limited (CRN 6475828),

Name of company

*insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

"Pre-agreed Acquisitions" means the pre-agreed acquisitions set out on page 73 of the Accountants Report,

"Pre-agreed Acquisitions Account" means a Cash Collateral Account designated by the Parent and the Facility Agent for holding amounts to be used to complete the Pre-agreed Acquisitions,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Revolving Facility" means the revolving credit facility made available under the Senior Credit Agreement as described in clause 2 1(e) (The Facilities),

"Secured Parties" means the Senior Finance Parties,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Security Documents" means Security Documents as such term is defined in the Senior Credit Agreement,

"Security Interest" means a mortgage, charge, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Senior Credit Agreement" means the credit agreement dated 3 March 2008 under which certain lenders have made available facilities to the Parent and certain other Group Companies,

"Senior Finance Parties" means the Finance Parties,

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto, other than those in Scottish subsidiaries subject to effective fixed security in favour of the Security Agent under Scottish law,

"Surplus Cash Account" shall have the meaning given to that term in clause 24 15 (Surplus Cash) of the Senior Credit Agreement, and

"Target Obligor" means each Charging Company listed in part 2 of schedule 1 to the Debenture, as set out in part 2 of schedule 1 hereto

"Term A Facility" means the term A loan facility made available under the Senior Credit Agreement as described in clause 2 1(a) (Facilities),

"Term B Facility" means the Term B1 Facility and the Term B2 Facility,

"Term B1 Facility" the term B1 loan facility made available under the Senior Credit Agreement as described in clause 2 1(b)(i) (Facilities),

"Term B2 Facility" means the term B2 loan facility made available under the Senior Credit Agreement as described in clause 2 1(b)(ii) (Facilities),

"Term C Facility" means the Term C1 Facility and the Term C2 Facility,

"Term C1 Facility" means the term C1 loan facility made available under the Senior Credit Agreement as described in clause 2 1(c)(i) (Facilities);

Name of company

*insert full name
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* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

clause 2 1(c)(ii) (Facilities),

Addendum 3/4

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

Addendum 4/4

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

- (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
- (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
- (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
- (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts but excluding, for the avoidance of doubt, any monies standing to the credit of the Broker and Client Accounts and the Capital Adequacy Account,
- (vii) all its Intellectual Property Rights,
- (viii) all rights and interest in the Hedging Agreements,
- (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (x) its goodwill and uncalled capital,
- (xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

1 2 Floating Charge

Name of company

* Insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

As further security for the payment or discharge of the Indebtedness, the Company has charged with full title guarantee ((or in the case of (b) below with absolute warrandice) in favour of the Security Agent by way of first floating charge:

(a) all its assets as at 3 March 2008 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, and

(b) all its assets as at 3 March 2008 and in future governed by or otherwise subject to Scottish law whether or not so effectively charged or assigned,

but excluding, for the avoidance of doubt, any monies standing to the credit of the Broker and Client Accounts and the Capital Adequacy Account

1.3 Security Assignment

(a) As further security for the payment or discharge of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

1 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent, acting in good faith, is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge over the assets of the Company created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment or other fixed security over those assets specified in the notice in the form which the Security Agent (acting reasonably) requires

1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution, diligence or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2 1 General

(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and

Name of company

*insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

(i) to create and/or perfect and/or protect the security created (or intended to be created) under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to facilitate the realisation (when enforceable) or enforcement of such security,

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture, and/or

(iv) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,

including the execution of Scottish security over the Collection Accounts, the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever

(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

(c) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 2, will contain clauses corresponding to (but no more onerous than) the provisions set out in the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption or any other interest in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent or any other interest and the security created under the Debenture shall rank in priority to any Security Interest or other interest created in contravention of clause 6 of the Debenture, as set out in this clause 3

SCHEDULES

SCHEDULE 1

Charging Companies

Part 1 - Holdco Obligors

Name	Place of Incorporation	Registered Number
DMWSL 587 Limited	England & Wales	6475828

Name of company

*insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")

DMWSL 588 Limited	England & Wales	6495635
Part 2 - Target Obligors		
Name	Place of Incorporation	Registered Number
Quillco 226 Limited	Scotland	SC304646
Quillco 227 Limited	Scotland	SC304651
Giles Holdings Limited	Scotland	SC246391
Giles Insurance Brokers Limited	Scotland	SC108909
Dallas Kirkland (Professions) Limited	England & Wales	04157814
Ink Underwriting Agencies Limited	England & Wales	03110970

SCHEDULE 2

Details of Properties

Registered Land

None as at 3 March 2008

Unregistered Land

None as at 3 March 2008

SCHEDULE 3

Subsidiary Shares

None as at 3 March 2008

Company number

04157814

Name of company

*insert full name
of Company

* DALLAS KIRKLAND (PROFESSIONS) LIMITED (the "Company")



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4157814
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 MARCH
2008 AND CREATED BY DALLAS KIRKLAND (PROFESSIONS)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY AND ANY OBLIGOR 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 11 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2008



Companies House
— for the record —

P. Neel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES