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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

A/C 00400.07/13

Particulars of a mortgage or charge

395

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

[1][1][3]

04236644

Name of company

* GHK Asset Management Limited (the "Chargor")

Date of creation of the charge

27 January 2006

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

Debenture (No. 2) dated 27 January 2006 between Goshawk Insurance Holdings PLC, Goshawk Syndicate Management Limited, Proof Second Limited, Goshawk Securities Limited, GHK Asset Management Limited, Goshawk Underwriting Limited, Goshawk Capital Limited, GK Consortium Management Limited, Matheson Lloyd's Investment Trust PLC, MLIT Holdings Limited, Goshawk Dedicated Limited, Goshawk Services Limited (the "Chargors") and Barclays Bank PLC (the "Trustee") (the "Debenture (No. 2)").

Amount secured by the mortgage or charge

All obligations which the Chargor may at any time have to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made under Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) in accordance with the terms of the Finance Documents (the "Secured Obligations").

Please see Schedule 2 for definitions.

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

Barclays Bank PLC, 5 The North Colonnade, London as trustee for the Secured Parties

Postcode E14 4BB

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (06/2005)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

448
07/02/2006

Time critical reference

AQQP/70-20091121/SZZT

Short particulars of all the property mortgaged or charged

Please see Schedule 1.

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

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

Signed

Clifford Chare LLP

Date

7 February 2006

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

Debenture (No. 2)

Schedule 1

Short Particulars of all the property mortgaged or charged

1.1 Fixed Charges

The Chargor has charged with full title guarantee in favour of the Trustee as trustee of the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of fixed charge all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consents to such mortgage or fixed charge from any third party);

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 any goodwill and rights in relation to the increased capital of the Chargors;
- 1.1.4 all Monetary Claims other than any claims which are otherwise subject to an assignment (at law or in equity) pursuant to the Debenture and all Related Rights;
- 1.1.5 each Investment; and
- 1.1.6 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference option, substitution, conversion or otherwise).

1.2 Assignments

The Chargor has assigned by way of security with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations the Chargor's right, title and interest from time to time in and to each of the following assets (subject to (i) obtaining any necessary consent to that assignment from any third party and (ii) the rights of Barclays Bank PLC under the Barclays Security) the proceeds of any Insurance Policy and all Related Rights.

1.3 Floating Charge

The Chargor has charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Trustee as trustee for the Secured Parties as security for the Secured Obligations.

The Debenture (No. 2) contains covenants for further assurance and a negative pledge.

Please see Schedule 2 for definitions.

Schedule 2

Definitions

In this Form 395:

"Agent" mean Barclays Bank PLC.

"Arranger" means Barclays Capital, the investment banking division of Barclays Bank PLC.

"Borrower" means Goshawk Holdings (Bermuda) Limited.

"Borrower Debenture" means the debenture dated on or about 2 June 2005 granted by the Borrower in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Borrower Debenture (No.2)" means the debenture dated 27 January 2006 granted by the Borrower in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Borrower Share Pledge" means the share pledge dated on or about 2 June 2005 over the entire issued share capital of Rosemont Re by the Borrower in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Borrower Share Pledge (No.2)" means the share pledge dated 27 January 2006 over the entire issued share capital of Rosemont Re by the Borrower in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Company Share Pledge" means the share pledge dated on or about 2 June 2005 over the entire issued share capital of the Borrower by the Company in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Company Share Pledge (No.2)" means the share pledge dated 27 January 2006 over the entire issued share capital of the Borrower by the Company in favour of Barclays Bank PLC as Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Company" means Goshawk Insurance Holdings PLC.

"Debenture" means each of the debentures in the agreed form executed by the Obligors on or after the date of the Facility Agreement in favour of the Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Debenture No.2" means each of the debentures in the agreed form executed by an Obligor on 27 January 2006 in favour of the Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Agent.

"Facility Agreement" means the facility agreement dated 24 December 2002 made between, among others, the Company as the Company, Goshawk Holdings (Bermuda) Limited as Borrower, Barclays Capital as Arranger, the financial institutions named therein and Barclays Bank PLC as Agent as amended, varied, novated or supplemented from time to time.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement.

"Fifth Amendment Agreement" means the amendment and restatement agreement dated on or around 27 January 2006 between the parties to the Facility Agreement, amending and restating the Facility Agreement.

"Finance Document" means the Facility Agreement, any Fee Letter, the Security Documents, the Warrant Instruments, the Warrants, the Priority and Loss Sharing Deed and any other document designated as such by the Agent and the Borrower.

"Guarantor" means the Company and the subsidiaries of the Company listed in Part I of Schedule 1 (*The Guarantors*) of the Facility Agreement as guarantors.

"Insurance Policy" means any policy of insurance in which each Chargor may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use and monies deriving from such intellectual property now or hereafter belonging to each Chargor and all Related Rights.

"Investments" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at 27 January 2006 but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) (but not including the Shares) whether held directly by or to the order of each Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Lenders" means together the Tranche A Lender and the Tranche B Lender, and each shall be a "Lender".

"Monetary Claims" means any book and other debts and monetary claims owing to a Chargor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

"Obligor" means the Borrower or a Guarantor.

"Priority and Loss Sharing Deed" means the priority and loss sharing deed dated 1 April 2003 entered into by Barclays Bank PLC in the various capacities referred to therein and Calyon (as amended, supplemented restated or novated from time to time).

"Real Property" means:

- (a) any freehold, leasehold or unmoveable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (a) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (b) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (c) any moneys and proceeds paid or payable in respect of that asset.

"Rosemont Re" means Rosemont Reinsurance Ltd.

"Secured Parties" means the Agent, any Receiver or Delegate and each Lender from time to time party to the Facility Agreement.

"Secured Property" means all of the assets of the Obligors which from time to time are the subject of the Transaction Security.

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

"Security Assignment Deed No.1" means the security assignment deed dated 9 February 2005 between the Agent as trustee for the Secured Parties and Goshawk Insurance Holdings plc, Goshawk Syndicate Management Limited and Goshawk Dedicated Limited (in respect of the Debt Repayment Agreement dated 9 February 2005 between Goshawk Insurance Holdings plc, Goshawk Syndicate Management Limited, Goshawk Dedicated Limited and Goshawk Dedicated (No 2) Limited).

"Security Assignment Deed No.2" means the security assignment deed dated 9 February 2005 between the Agent as trustee for the Secured Parties and Goshawk Insurance Holdings plc (in respect of the Lloyds Agreement dated 9 February 2005 between Goshawk Insurance Holdings plc and the Society incorporated by the Lloyds Act of 1871 by the name of Lloyds in respect of the proceeds payable to Lloyds from time to time under the escrow arrangements).

"Security Assignment Deed No.3" means the security assignment deed dated 27 January 2006 between the Agent as trustee for the Secured Parties and Goshawk Insurance Holdings plc, Goshawk Syndicate Management Limited and Goshawk Dedicated Limited (in respect of the Debt Repayment Agreement dated 9 February 2005 between Goshawk Insurance Holdings plc, Goshawk Syndicate Management Limited, Goshawk Dedicated Limited and Goshawk Dedicated (No 2) Limited).

"Security Assignment Deed No.4" means the security assignment deed dated 27 January 2006 between the Agent as trustee for the Secured Parties and Goshawk Insurance Holdings plc (in respect of the Lloyds Agreement dated 9 February 2005 between Goshawk Insurance Holdings plc and the Society incorporated by the Lloyds Act of 1871 by the name of Lloyds in respect of the proceeds payable to Lloyds from time to time under the escrow arrangements).

"Security Assignment Deeds" means Security Assignment Deed No.1, Security Assignment Deed No.2, Security Assignment Deed No.3 and Security Assignment Deed No.4.

"Security Documents" means any Debenture, any Debenture No.2, the Share Pledge, the Company Share Pledge, the Company Share Pledge No.2, the Borrower Share Pledge, the Borrower Share Pledge No.2, the Borrower Debenture, the Borrower Debenture (No.2), the Security over Cash Agreement (No.2), the Security over Cash Agreement (No.3), the Security Assignment Deeds and any other document designated as a Security Document by the Borrower and the Agent and "Security Document" means any of them.

"Security over Cash Agreement No.2" means the security over cash agreement dated 27 January 2006 between Goshawk Insurance Holdings plc and the Agent as trustee for the Secured Parties creating security over Security Account No.2.

"Security over Cash Agreement No.3 " means the security over cash agreement dated 27 January 2006 between Goshawk Insurance Holdings plc and the Agent as trustee for the Secured Parties creating security over Security Account No.3.

"Shares" means all of the shares held by, or to the order or on behalf of each Chargor from time to time including the shares specified in Schedule 2 (*Shares*) of the Debenture (No. 2).

"Share Pledge" means the share pledge in the agreed form executed by the Company over the shares in Rosemont Re in favour of the Agent as trustee for the Secured Parties as security for the obligations of the Obligors under the Finance Documents.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of each Chargor's stock in trade or work in progress) and all Related Rights.

"Tranche A Lender" means:

- (a) each Tranche A Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Tranche A Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Tranche A Lender in accordance with the terms of the Facility Agreement.

"Tranche B Lender" means:

- (a) each Tranche B Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Tranche B Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Tranche B Lender in accordance with the terms of the Facility Agreement.

"Tranche A Original Lenders" means the financial institutions listed in Part II of Schedule 1 (*The Parties*) of the Facility Agreement as lenders.

"Tranche B Original Lenders" means the financial institutions listed in Part III of Schedule 1 (*The Parties*) of the Facility Agreement as lenders.

"Transaction Security" means the Security created or expressed to be created in favour of the Agent pursuant to the Security Documents.

"Warrant Instruments" means the "A" Warrant Instrument, the "B" Warrant Instrument and the "C" Warrant Instrument creating the 5,277,722 A Warrants, 1,759,240 B Warrants and 1,759,240 C Warrants.

"Warrants" means the warrants delivered pursuant to the Warrant Instruments.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04236644

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th JANUARY 2006 AND CREATED BY GHK ASSET MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE TRUSTEE OR ANY OTHER SECURED PARTIES 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 FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PJL