

**CHFP025**

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

### Note

**Note**  
Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Primary Claims Management Services Limited (the "Company")

\* insert full name  
of company

Ø insert name(s) and address(es) of all the directors

**XWe o** Graeme Paul Bell of 6 Moule Rise, Garforth, West Yorkshire, LS25 2PH  
Nicola Jane Grimshaw of 9 Hurstbrook Drive, Stretford, Manchester, M32 9JQ  
Paul Kenneth Smith of Cuba Cottage, Burythorpe, Malton, North Yorkshire, YO17 9LB  
Jonathan Mark Davey of 18 Golf Close, Littleover, Derbyshire. DE23 4TL

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] UK Underwriting

Limited† †

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: 85,000 issued Ordinary A shares  
of £0.01 each and 15,000 issued Ordinary B Shares of £0.01 each and 1,175,000 Preference Shares of £1 each.

Presentor's name address and  
 reference (if any) :  
**McDermott Will & Emery UK LLP**  
 7 Bishopsgate  
 London  
 EC2N 3AR  
 Ref: SD/077353-0011  
  
 DX 42619 Cheapside      LND 442750  
 LND

For official Use  
General Section

FRIDAY



\*A3X5FNIZ\*

A37

02/03/2007

567

COMPANIES HOUSE

The assistance is to be given to: (note 2) Primary Group (UK) Limited whose registered office is at  
10 King William Street, London, EC4N 7TW.

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Annex 1

The person who [has acquired] ~~100%~~ † the shares is:

† delete as  
appropriate

UK Underwriting Limited of 10 King William Street, London EC4M 7TW

The principal terms on which the assistance will be given are:

See Annex 2

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is On or about 26 February 2007

\* delete either (a) or (b) as appropriate

(b) XX  
XXX  
XXX (note 3)

Declared at THE OFFICES OF UK UNDERWRITING LIMITED,  
GUERNSEY HOUSE, LEEDS Declarants to sign below

on 26022007

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UJ

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2ER

**CHFP025**

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies  
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Company number

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Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Primary Claims Management Services Limited (the "Company")

\* insert full name  
of company

- Ø insert name(s) and address(es) of all the directors

**XWe o** Graeme Paul Bell of 6 Moule Rise, Garforth, West Yorkshire, LS25 2PH  
 Nicola Jane Grimshaw of 9 Hurstbrook Drive, Stretford, Manchester, M32 9JQ  
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 Jonathan Mark Davey of 18 Golf Close, Littleover, Derbyshire, DE23 4TL

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] UK Underwriting

Limited) t

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: 85,000 issued Ordinary A shares  
of £0.01 each and 15,000 issued Ordinary B Shares of £0.01 each and 1,175,000 Preference Shares of £1 each.

Presentor's name address and  
reference (if any) :  
**McDermott Will & Emery UK LLP**  
**7 Bishopsgate**  
**London**  
**EC2N 3AR**  
**Ref: SD/077353-0011**

**DX 42619 Cheapside      LND 442750**  
**LND**

For official Use  
General Section

Post room

The assistance is to be given to: (note 2) Primary Group (UK) Limited whose registered office is at  
10 King William Street, London, EC4N 7TW.

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Annex 1

The person who [has acquired] ~~XXXXXXXX~~ † the shares is:

† delete as  
appropriate

UK Underwriting Limited of 10 King William Street, London EC4M 7TW

The principal terms on which the assistance will be given are:

See Annex 2

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is On or about 26 February 2007

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

\* delete either (a) or (b) as appropriate

(a) ~~We~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)

(b) XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX \* (note 3)

Declared at 10 King William Street  
London EC4N 7TW

Declarants to sign below

on 

Day	Month	Year
26	02	2007

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

## NOTES


- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
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- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

**5 The address for companies registered in England and Wales or Wales is:-**

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

  
DAMON BARFORD, SOLICITOR  
26/2/2007

**PRIMARY CLAIMS MANAGEMENT SERVICES LIMITED (the "Company")**

**Company Number: 4877748**

**Annex 1 to Form 155(6)a**

Unless otherwise provided, terms and expressions referred to throughout this Form 155(6)a and its annexes are to have the same meanings given to them in the Facilities Agreement (defined below).

The assistance will take the form of the execution by the Company and the performance of the Company of its obligations under and pursuant to:

1. an Accession Document in the form set out in Schedule 7 of the Facilities Agreement pursuant to which the Company will agree to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as an Additional Guarantor and as an Obligor; and
2. a Debenture pursuant to which the Company will grant fixed and floating charges over all its assets and undertaking as security for the obligations incurred under, inter alia, the Facilities Agreement.

The Facilities Agreement (the "**Facilities Agreement**") was entered into by Primary Group Limited (as the Parent) and certain of its subsidiaries as Guarantors, Primary Group (UK) Limited (as the Borrower), Credit Suisse International (as Mandated Lead Arranger and the Original Lender) and Credit Suisse, London Branch, (as Agent and Security Trustee) on 30 January 2007 pursuant to which the Facilities were made available, comprising a term loan facility in an aggregate amount of up to £34,000,000 and a term loan facility in an aggregate amount of up to £58,000,000 (the "**Facilities**").

**DEFINITIONS AND INTERPRETATION**

Terms defined in this Annex 1 shall apply throughout this Form 155(6)a and its annexes:

**Definitions**

"**Accession Document**" means a document substantially in the form set out in Schedule 7 (Form of Accession Document) to the Facilities Agreement.

"**Additional Guarantor**" means any company which becomes a Guarantor in accordance with Clause 26.2 (Additional Guarantors) of the Facilities Agreement.

**"Charged Assets"** means the assets from time to time which are the subject of any Security created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets.

**"Charges"** means Security from time to time created or expressed to be created by or pursuant to the Debenture.

**"Charging Companies"** means each of the companies detailed in Schedule 1 to the Debenture and includes the Company.

**"Book Debts"** means all book and other debts and monetary claims due or owing to each Charging Company, the proceeds of the same and the benefit of all Investments, Security and guarantees or other rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than Bank Balances).

**"Collection Account(s)"** means any account maintained by each Charging Company with the Security Agent or another bank specified by the Security Agent, which the Security Trustee shall specify as an account into which moneys are to be paid pursuant to Clause 5.3(c) (*Book Debts*) of the Debenture.

**"Delegate"** means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 10.3 (*Delegation*).

**"Facilities Agreement"** is defined above.

**"Finance Document"** means the Facilities Agreement, the Commitment Letter, each Accession Document, each Compliance Certificate, each Fee Letter, each Resignation Letter, each Transaction Security Document, and the Call Options, the Utilisation Request, each Intercompany Loan Agreement and any other document designated as a **"Finance Document"** by the Agent and the Parent (and notified to the Security Trustee).

**"Fixtures"** means trade and other fixtures and fittings and fixed plant, machinery and other apparatus.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 26.4 (*Resignation of a Guarantor*) of the Facilities Agreement.

**"Intellectual Property Rights"** means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other intellectual property rights owned by each Charging Company throughout the world and any interests (including by way of licence) of each Charging Company in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill and all rights to bring proceedings for infringement) and all rights under any agreements entered into by or



for the benefit of each Charging Company relating to the use or exploitation of any such rights.

**"Investment"** means any debenture, bond, share, stock, certificate of deposit or other security or investment (but excluding any investments held in Group Companies that are incorporated in Bermuda) now or in the future owned at law or in equity by each Charging Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise.

**"Leasehold Restricted Properties"** means those properties listed in Part 2 of Schedule 2 (Scheduled Property) of the Debenture in respect of which the consent of a landlord is required for a Charging Company to create any fixed charge or legal mortgage over that property, and **"Leasehold Restricted Property"** means any one of them.

**"Obligors"** means the Parent, the Borrower and each Guarantor.

**"Original Guarantor"** means each company listed in Schedule 1 Part 1 (Original Guarantors) of the Facilities Agreement.

**"Personal Chattels"** means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Property charged under Clause 3.2 (*Property*) of the Debenture or stock in trade or work in progress.

**"Property"** means freehold and leasehold property in England or Wales and other real estate anywhere in the world, and any reference to any charges over Property or any estate or interest therein includes a charge over: (a) the benefit of any covenant for title given or entered into by any predecessor in title of a Charging Company in respect of that Property and any moneys paid or payable in respect of those covenants; (b) all rights, easements and privileges from time to time attached or appurtenant to the Property; (c) all buildings and Fixtures on the Property; (d) and the proceeds of sale of all or any part thereof (the assets referred to in paragraphs (a), (c), (c) and (d) being **"Related Property Rights"**).

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent pursuant to this Deed or otherwise.

**"Relevant Documents"** means the documents specified in Schedule 10 of the Debenture.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 Form of Resignation Letter) to the Facilities Agreement.

**"Secured Liabilities"** means all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under or in connection with the Finance Documents (or any of them) to the Security Trustee and/or the Finance

Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.3 (Interest) of the Debenture), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Obligor pursuant to the terms of the Finance Documents) incurred in connection therewith, except for any liabilities which, if they did not constitute part of the Secured Liabilities would result in the Debenture contravening section 151 Companies Act 1985 and **"Secured Liability"** shall be construed accordingly.

**"Secured Parties"** means each Finance Party from time to time party to this Agreement and any Receiver or Delegate, and each agent, security trustee and lender from time to time party to the Finance Documents.

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

**"Share Charge Companies"** means Primary Group Limited, Prime Professions (Holdings) Limited, Monument Limited and Goodhealth Worldwide (Bermuda) Limited.

**"Scheduled Intellectual Property"** means the Intellectual Property described in Schedule 3 (Details of the Scheduled Intellectual Property) of the Debenture.

**"Scheduled Investments"** means the Investments described in Schedule 4 (Details of the Scheduled Investments) of the Debenture.

**"Scheduled Personal Chattels"** means the Personal Chattels described in Schedule 5 (Details of the Scheduled Personal Chattels) of the Debenture.

**"Scheduled Property"** means the Property described in Parts 1 and 2 of Schedule 2 (Details of the Scheduled Property) of the Debenture and all Related Property Rights.

**"Transaction Security Documents"** means each of the documents listed in Schedule 3 (Transaction Security Documents) of the Facilities Agreement and any other document entered into by any Obligor or other member of the Group creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Utilisation Request"** means a notice substantially in the form set out in Schedule 4 (Requests) of the Facility Agreement.

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other Tax of a similar nature.

**PRIMARY CLAIMS MANAGEMENT SERVICES LIMITED (the "Company")**

**Company Number: 4877748**

**Annex 2 to Form 155(6)a**

The principal terms on which the assistance will be given are as follows:

**1. Accession Document**

The Company will enter into an Accession Document pursuant to which the Company will agree to accede to the Facilities Agreement as an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as an Additional Guarantor and as an Obligor.

**2. Facilities Agreement**

2.1 The Company by clause 19 (Guarantee and Indemnity) of the Facilities Agreement will irrevocably and unconditionally and jointly and severally with each other Guarantor:

2.1.1 guarantee to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents and the payment as and when the same become due of all sums payable by each other Obligor under the Finance Documents;

2.1.2 undertake with each Finance Party that whenever another Obligor fails to pay any amount when due from such Obligor under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and

2.1.3 indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or is not effective by operation of law. The amount of such cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

2.2 The guarantee as described in 2.1 above is a continuing guarantee and will extend to the ultimate balance of any sums payable by any Obligor under any Finance Document and will remain in full force and effect until no such sum remains payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part.

**3. The Debenture**

3.1 By clause 2.1 (Charging Companies' Obligations Continuing) of the Debenture each Charging Company covenants that the obligations under Clause 2 of the Debenture and the Charges shall constitute and be continuing obligations and will extend to the ultimate balance of Secured Liabilities payable by such Charging Company and will remain in full force and effect until no Secured Liabilities remain outstanding,

unsatisfied or capable of arising under the Finance Documents regardless of any intermediate discharge in whole or in part.

3.2 By clause 2.2 (Covenant to Pay) of the Debenture each Charging Company (which includes the Company) shall on demand pay or discharge the Secured Liabilities when the same have become due in the manner provided for in the Finance Documents.

3.3 By clause 2.3 (Interest) of the Debenture each Charging Company covenants that if a Charging Company fails to pay any Secured Liabilities on the date on which they fall due for payment by it, such Charging Company shall on demand pay to the Security Trustee, interest on all such amounts from the due date until the date of payment (both before and after judgment) calculated and payable in accordance with the rate and in the manner specified in the Facilities Agreement. Any such interest not paid when due shall be compounded and bear interest calculated as provided in the Debenture.

3.4 By clause 3 (Security Interests) of the Debenture each Charging Company covenants that:

3.4.1 all Charges are made in favour of the Security Trustee (for the benefit of itself and the other Finance Parties); made with full title guarantee; and as security for the payment of all Secured Liabilities;

3.4.2 it charges by way of first legal mortgage the Scheduled Property and all other Property in England or Wales now belonging to it; and by way of first fixed charge, all estates or interests now or subsequently belonging to it in, or in relation to, any Property in England and Wales (except that charged by paragraph (a) above). PROVIDED THAT in relation to the Leasehold Restricted Properties, the relevant Charging Company shall use all reasonable endeavours to obtain landlord's consent to charge each Leasehold Restricted Property pursuant to this Clause 3.2 and shall not be required to grant the legal mortgage and fixed charge until it has received each such consent;

3.4.3 it charges by way of first fixed charge all shares in any Group Company (other than itself) owned by it or held by the Security Trustee or any nominee on its behalf; and by way of first fixed charge all of its Investments now or subsequently belonging to it or held by any nominee on its behalf;

3.4.4 it charges by way of first fixed charge all rights which it may have now or subsequently in respect of any Book Debts;

3.4.5 it charges by way of first fixed charge all rights in respect of Intellectual Property now or subsequently belonging to it including the Scheduled Intellectual Property;

3.4.6 it charges by way of first fixed charge all of its Bank Balances;

3.4.7 it charges by way of first fixed charge all benefits, rights and interest of such Charging Company under or in respect of any present or future contract or policy of insurance and any claim or return of premium or

proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3 of the Debenture);

3.4.8 it charges by way of first fixed charge all of its Scheduled Personal Chattels and all other Personal Chattels now or subsequently belonging to such Charging Company and its interest in any such Personal Chattels in its possession;

3.4.9 it charges by way of first fixed charge all its rights (including, without limitation, the right to receive any compensation) now or subsequently of such Charging Company in respect of:

- (a) the Relevant Documents and any other joint venture, partnership, distributorship, building or development or similar agreement to which it is a party;
- (b) any warranty, bond, guarantee, indemnity, Security or letter of credit issued in its favour; and
- (c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clauses 3.1 to 3.8 inclusive or Clauses 3.10 or 3.11 of the Debenture or to an effective security assignment under Clause 3.12 (Assignment by way of Security) of the Debenture);

3.4.10 it charges by way of first fixed charge any interest, claim or right which it has now or subsequently in respect of any pension fund or plan;

3.4.11 (other than the Share Charge Companies) it charges by way of first fixed charge:

- (a) all its uncalled capital;
- (b) all its goodwill; and
- (c) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof);

3.4.12 it assigns absolutely (subject to the right to reassignment on redemption pursuant to Clause 17.6 (Redemption) of the Debenture) to the Security Trustee all rights and interest present or future of such Charging Company in respect of the Relevant Documents listed in Schedule 10 to the Debenture together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents. Until the Charges shall have become enforceable in accordance with Clause 6.2 (Enforceability of Security) of the Debenture, each Charging Company (other than the Share Charge

Companies) shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of this Deed.

3.5 By Clause 3.13 (Floating Charge) of the Debenture each Charging Company covenants that:

3.5.1 it charges by way of first floating charge its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture. The floating charge created by each Charging Company (other than the Share Charge Companies) under this Clause shall:

3.5.2 except as otherwise agreed in writing by the Security Trustee, rank in priority to any other Security which shall subsequently be created or permitted to arise by such Charging Company or any Security created by a Receiver appointed under this Deed; and

3.5.3 be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.6 Save as provided in paragraph 3.7 below, the Security Trustee may by notice to any Charging Company convert the floating charge created by such Charging Company pursuant to Clause 3.13 of the Debenture into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

3.6.1 an Event of Default is outstanding and is continuing; or

3.6.2 the Security Trustee reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process or otherwise).

3.7 Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 3 of the Debenture will crystallise under general law) but subject to paragraph 3.8 below:

3.7.1 if any person presents or makes an application for a writ of execution, writ of fieri facias, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of a Charging Company relating to any debt owing by any Charging Company having an aggregate value of at least £500,000,000 (or its equivalent in other currencies); or any Charging Company creates or attempts to create any Security or trust over any of the Charged Assets secured by the floating charge created by Clause 3 of the Debenture; or

3.7.2 any Charging Company breaches Clause 5.1(a) (General Restrictions and Obligations) of the Debenture; or

3.7.3 a resolution is passed or a petition is presented for the winding-up or administration in relation to any Charging Company which is not discharged within 21 days of commencement (in the case of a winding-up

petition) or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced, or

- 3.7.4 an Administrator or Receiver is appointed in respect of any Charging Company or the Security Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Charging Company,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards the Charged Assets secured by such floating charge.

- 3.8 No floating charge created by Clause 3 of the Debenture may be converted into a fixed charge or otherwise crystallise solely by reason of:

- 3.8.1 the obtaining of a moratorium by such Charging Company; or

- 3.8.2 anything done with a view to obtaining a moratorium,

under section 1A and Schedule A1 of the Insolvency Act 1986, as inserted by the Insolvency Act 2000, Section 1, Schedule 1, Paragraphs 1, 2 and 4.

- 3.8.3 Any charge which has crystallised under paragraphs 3.16.1 or 3.16.2 of the Debenture may be reconverted into a floating charge by notice given at any time by the Security Trustee to the Charging Company concerned in relation to the assets specified in such notice.

- 3.9 By clause 5.1 (General Restrictions and Obligations) of the Debenture, except with the consent of the Security Trustee, each Charging Company shall not:

- 3.9.1 create or permit to be outstanding any Security over any Charged Assets save as expressly permitted pursuant to Clause 23.15 (Negative Pledge) of the Facilities Agreement; or

- 3.9.2 unless required to do so by law, sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except for disposals in the ordinary and usual course of business of Charged Assets charged by way of the floating charge created under Clause 3.13 (Floating Charge) of the Facilities Agreement and except as permitted under Clause 23.16 (Disposals) of the Facilities Agreement.

## **Independent auditors' report to the directors of Primary Claims Management Services Limited ("the Company") pursuant to section 156(4) of CA85**

We have examined the attached statutory declaration of the directors dated 26 February 2007 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging the liabilities incurred in respect of the acquisition of the entire issued share capital in its parent company, UK Underwriting Limited.

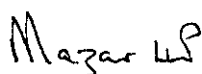
This report is made solely to the Company's directors, as a body, in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the Company's directors those matters we are required to state to them in this report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company's directors as a body, for our work, for this report, or for the opinions we have formed.

### **Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

### **Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



**Mazars LLP**  
Chartered Accountants  
and Registered Auditors  
24 Bevis Marks  
London  
EC3A 7NR  
**27 February 2007**