

# M

CHFP025

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\*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

4

1940424

Name of company

\* Lochain Patrick Holdings Limited ("Company")

Date of creation of the charge

1 October 2008

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

A debenture ("**Debenture**") made on 1 October 2008 between (1) the companies named in the Debenture as Initial Charging Companies (including the Company) and (2) Barclays Bank PLC as security agent for the Secured Parties (as defined below) (in such capacity "**Security Agent**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company (as defined below) to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (as defined below) (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**")

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

Barclays Bank PLC (company number 1026167), 7th Floor, 5 The North Colonnade, Canary Wharf, London  
(Attn: Cary Bailey), as security agent

Postcode E14 4BB

Presenter's name address and  
reference (if any)

DLA Piper UK LLP  
Princes Exchange  
Princes Square  
LEEDS  
LS1 4BY

86677/120899/21300693 1

Time critical reference

RW

For official Use (02/06)  
Mortgage Section



Short particulars of all the property mortgaged or charged

1 The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Obligations, charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage

(i) the Property (as defined below) (if any) specified in part 1 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified), and

(ii) all other Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Debenture (clause 1(a)(i) above)),

(b) by way of first fixed charge

(i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture (clause 1(a)(i) above)), and

(cont'd)

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lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed DIA Piper UK LLP

Date 10/10/2008

On behalf of 09005001 [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 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

\* Lochain Patrick Holdings Limited ("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)

## Addendum 3/4

3 Names, addresses and descriptions 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 licences to enter upon or use land and the benefit of all other agreements relating to land, and

(iii) the proceeds of sale of all Property,

(c) by way of first fixed charge all plant and machinery (not charged by clauses 4 1(a) (clause 1(a) above) or 4 1(b) (clause 1(b) above) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture (clause 1(c) above)), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of

(i) first fixed charge the Charged Securities (as defined below) referred to in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, (being more particularly described in appendix 1 attached hereto, in each case as applicable to the Company),

(ii) first fixed charge all other Charged Securities (as defined below) (not charged by clause 4 1(e)(i) of the Debenture (clause 1(e)(i) above)),

in each case, together with (A) all Related Rights (as defined below) from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Security Accounts (as defined below) and all monies at any time standing to the credit of the Security Accounts, and

(ii) all accounts of the Company with any bank, financial institution or other person not charged by clause 4 1(f)(i) of the Debenture

Name of company

\*insert full name  
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\* Lochain Patrick Holdings Limited ("Company")

(clause 1(f)(i) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (as defined below) (if any) specified in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified), and

(ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture (clause 1(g)(i) above),

(h) to the extent that any Assigned Asset (as defined below) is not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (clause 2 below), by way of first fixed charge, such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

2 The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(a) the Relevant Contracts (as defined below), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

(b) each of the following

(i) each present and future Key-man Policy (as defined below),

(ii) all Insurances (as defined below) specified in part 5 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified), and

(iii) all other Insurances (not assigned by clause 4 2(b)(i) (clause 2(b)(i) above) or 4 2(b)(ii) (clause 2(b)(ii) above) of the Debenture,

and all claims under the Insurances and all proceeds of the Insurances, and

(c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and

(d) all other Receivables (as defined below) (not assigned under clauses 4 2(a) (clause 2(a) above) or 4 2(b) (clause 2(b) above) or 4 2(c) (clause 2(c) above) of the Debenture

To the extent that any Assigned Asset described in clause 4 2(b) (clause 2(b) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances

3 The Company charges and agrees to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned

Name of company

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\* Lochain Patrick Holdings Limited ("Company")

pursuant to clause 4 1 (*Fixed charges*) (clause 1 above), clause 4 2 (*Security assignments*) (clause 2 above) or any other provision of the Debenture, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### Note 1

The Debenture contains the following restrictive covenants

The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent

(a) create or permit to subsist any Security Interest (as defined below) on any Security Asset (as defined below) except a Permitted Security (as defined in the Senior Facilities Agreement),

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal (as defined in the Senior Facilities Agreement)

#### Note 2

The Debenture contains the following further assurances

The Company shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may require for

(a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture, and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the Security Agent may think expedient

Without prejudice to the generality of the above clause, which forms clause 20 1 (*Further action*) of the Debenture, the Company shall forthwith at the request of the Security Agent execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of the Security Agent (including any arising or intended to arise pursuant to clause 6 of the Debenture (*Conversion of Floating Charge*)) in such form as the Security Agent may reasonably require

#### Note 3

The Debenture contains a power to appoint a Receiver (as defined below)

#### Note 4

The Debenture contains a power of attorney in favour of the Security Agent, each Receiver and any Delegates (as defined below)

#### Definitions

The terms used in this Companies House Form 395 have the meanings set out below

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*) of the Debenture,

"**Accession Letter**" has the meaning given to it in the Senior Facilities Agreement (as defined below),

Name of company

\*Insert full name  
of Company

\* Lochain Patrick Holdings Limited ("Company")

**"Additional Borrower"** means a company which becomes a Borrower in accordance with the Senior Facilities Agreement (as defined below),

**"Affiliate"** means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company,

**"Agent"** means Barclays Bank PLC,

**"Arranger"** means Barclays Bank PLC and Lloyds TSB Bank plc,

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture,

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the Senior Facilities Agreement,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Property"** means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the transaction security,

**"Charged Securities"** means

(a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and

(b) all other stock, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time,

**"Charging Companies"** means the Initial Charging Companies and any other company which accedes to the Debenture pursuant to an Accession Deed,

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Parent and certain other members of the Group pursuant to which those members of the Group have made or will make available a facility to the Parent up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the facilities,

**"Compliance Certificate"** has the meaning given to it in the Senior Facilities Agreement,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or a Receiver,

**"Fee Letter"** has the meaning given to it in the Senior Facilities Agreement,

**"Finance Document"** means the Senior Facilities Agreement, any Accession Letter, any Overdraft Letter (and any documents ancillary thereto establishing composite accounting or netting arrangements in favour of an Overdraft Bank) the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Subordination Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Security Trust and Intercreditor Deed, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent,

**"Finance Party"** means the Agent, an Arranger, the Security Agent, each Lender and each Issuing Bank, each and every Hedge Counterparty and the Overdraft Bank at the relevant time,

**"Group Companies"** means Oval Limited (company number 4901418) and each of its subsidiaries from time to time,

**"Guarantor"** means an Original Guarantor or an additional guarantor, unless it has ceased to be a Guarantor in accordance with

Name of company

\*insert full name  
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clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement,

**"Hedge Counterparty"** means a Lender or an Affiliate of a Lender which becomes a party to the Security Trust and Intercreditor Deed as a Hedge Counterparty in accordance with the Security Trust and Intercreditor Deed,

**"Hedging Agreement"** has the meaning given to it in the Senior Facilities Agreement,

**"Initial Charging Companies"** means Oval Limited (company number 4901418), Lochain Patrick Holdings Limited (company number 1940424), Oval International Limited (company number 153365), Oval Management Services Limited (company number 2189176), Oval Insurance Broking Limited (company number 1195184), Oval Financial Services Limited (company number 2192234), Oval Healthcare Limited (company number 4578246) and Ward Mitchell Holdings Limited (company number 4421031),

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation

(a) all present and future Key-man Policies, and

(b) the policies of insurance (if any) specified in part 5 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified)),

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified)),

**"Issuing Bank"** means the Original Issuing Bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **"Issuing Bank"**) provided that, in respect of a Loan Note Guarantee issued or to be issued pursuant to this Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Loan Note Guarantee,

**"Key-man Policy"** means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms

Name of Individual	Amount (£)	Term	Expiry
Richard Philip Hodson	£2,000,000	5 years	30 September 2013
Simon Shaw	£500,000	5 years	27 September 2011
Jeff Herdman	£1,000,000	5 years	14 March 2011

and any substitute or replacement policy entered into relating to the same or in respect of such other members of Senior Management as the Lenders may require from time to time,

**"Lender"** means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with clause 27 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a party of the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement,

Name of company

\* insert full name  
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\* Lochain Patrick Holdings Limited ("Company")

**"Loan Note Guarantee"** means

(a) a loan note guarantee, substantially in the form set out in schedule 11 (*Form of Loan Note Guarantee*) to the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Issuing Bank, or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank,

**"Obligor"** means a Borrower or a Guarantor,

**"Original Guarantor"** means Oval Limited (company number 4901418), Lochain Patrick Holdings Limited (company number 1940424), Oval Management Services Limited (company number 2189176), Oval Financial Services Limited (company number 2192234), Oval Insurance Broking Limited (company number 1195184), Oval International Limited (company number 153365), Oval Healthcare Limited (company number 4578246) and Ward Mitchell Holdings Limited (company number 4421031),

**"Original Borrower"** means Oval Limited (company number 4901418),**"Original Issuing Bank"** means Barclays Bank PLC,

**"Original Lenders"** means Barclays Bank PLC, Lloyds TSB Bank plc, The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc and HSBC Bank plc,

**"Overdraft Bank"** means Barclays Bank PLC or any other Lender who agrees to become an Overdraft Bank for the purposes of this Agreement provided that there cannot be more than one Overdraft Bank at any time,

**"Overdraft Letter"** has the meaning given to it in the Senior Facilities Agreement,**"Parent"** means Oval Limited (company number 4901418),**"Permitted Disposal"** has the meaning given to it in the Senior Facilities Agreement,**"Permitted Security"** has the meaning given to it in the Senior Facilities Agreement,

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) of the Debenture) (none specified), together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

(b) all easements, rights and agreements in respect thereof,

(c) all proceeds of sale of that property, and

(d) the benefit of all covenants given in respect thereof,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,



Name of company

\*insert full name  
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**"Receiver"** means a receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Debenture,

**"Related Rights"** means, in relation to any Charged Security

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means each agreement specified in part 4 of schedule 2 (*Details of Security Assets*) (being more particularly described in appendix 2 attached hereto, in each case as applicable to the Company) of the Debenture together with each other agreement supplementing or amending or novating or replacing the same,

**"Resignation Letter"** has the meaning given to it in the Senior Facilities Agreement,

**"Secured Parties"** means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate,

**"Security Account"** has the meaning given to that term in clause 11.6(a)(ii) of the Debenture,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

**"Security Trust and Intercreditor Deed"** means the security trust and intercreditor deed dated on or around the date of the Senior Facilities Agreement and entered into between, inter alia, (1) the Parent, (2) the Original Borrowers, (3) the Original Guarantors, (4) the Original Lenders, (5) Barclays Bank PLC and (6) Barclays Bank PLC as Security Agent,

**"Selection Notice"** has the meaning given to it in the Senior Facilities Agreement,

**"Senior Facilities Agreement"** means the senior sterling term and revolving £115,000,000 facilities agreement dated the same date as the Debenture and made between (1) the Parent, (2) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (4) Barclays Bank PLC and Lloyds TSB Bank plc as Mandated Lead Arranger, (5) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (6) Barclays Bank PLC as Security Agent (7) Barclays Bank PLC as Agent, (8) Barclays Bank PLC as Original Issuing Bank and (9) Barclays Bank PLC as Original Overdraft Bank pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers,

**"Senior Management"** means each and all of Richard Phillip Hodson, Simon Shaw and Jeff Herdman,

**"Subordination Deed"** means the subordination deed dated on or around the date of the Senior Facilities Agreement and entered into between, inter alia, (1) the Security Agent, (2) the Original Lenders, (3) Caledonia Investments Plc (company number 00235481) and (4) the companies listed therein as Original Obligors, Intra Group Creditors and Intra-Group Debtors,

**"Transaction Security Document"** has the meaning given to it in the Senior Facilities Agreement, and

**"Utilisation Request"** has the meaning given to it in the Senior Facilities Agreement

Company number

1940424

Name of company

\*insert full name  
of Company

\* Lochain Patrick Holdings Limited ("Company")

## APPENDIX 1

### Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Oval Limited	Oval Management Services Limited	Ordinary Shares of £0 25 each	400,008	400,008
Oval Management Services Limited	Oval Insurance Broking Limited	Ordinary Shares of £1 00 each	15,002	15,002
Oval Management Services Limited	Oval Financial Services Limited	Ordinary Shares of £1 00 each	125,000	125,000
Oval Limited	Lochain Patrick Holdings Limited	Ordinary Shares of £0 05 each	104,200	104,200
Lochain Patrick Holdings Limited	Oval International Limited	Ordinary Shares of £1 00 each	4,200	4,200
Oval Limited	Oval Healthcare Limited	Ordinary Shares of £1 00 each	100	100
Oval Limited	The Ward Mitchell Partnership Limited	Ordinary Shares of £1 00 each	50,000 A ordinary shares and 2,500 B ordinary shares	52,000
Oval Limited	The Ward Mitchell Trustees Limited	Ordinary Shares of £1 00 each	100	100
Oval Limited	The Ward Mitchell Holdings Limited	Ordinary Shares of £1 00 each	100	100
Oval Limited	Tett Hamilton & Co Limited	Ordinary Shares of £1 00 each	1,000	1,000
Oval Limited	A J Cook (Holdings) Limited	Ordinary Shares of £1 00 each	4,968	4,968
Oval Limited	FMW Risk Services Limited	Ordinary Shares of £1 00 each	1,300,000	1,300,000
Oval Limited	Bartholomew & James (Properties) Limited	Ordinary Shares of £1 00 each	6,510 A ordinary shares and 6,250 B ordinary shares	12,760

<b>Charging Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Oval Limited	Independent Insurance Brokers Limited	Ordinary Shares of £1 00 each	600 A ordinary shares and 400 B ordinary shares	1,000
Oval Limited	Cissone Limited	Ordinary Shares of £1 00 each	6,002	6,002

## APPENDIX 2

### Relevant Contracts

Charging Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Oval Limited	28/02/2006	(1) Steven Maxwell Lestrage, Sue Lestrage, Brian Benjamin Malyon and Jackie Malyon and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Malyon Lestrage Insurance Services Limited (company number 2288983)
Oval Limited	08/09/2006	(1) Steven Manning and (2) Oval Limited	Acquisition agreement for the acquisition of certain assets of Wilkinson Rodgers Limited (company number 548979)
Oval Limited	29/09/2006	(1) Robin Martin, Paul John Robertson and George Maclain Service and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Service Miller & Co Limited (company number SC47318)
Oval Limited	13/10/2006	(1) Matthew Lisle Torrible and Sharon Anne Torrible and Murray Ian Lisle Torrible and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Torribles Insurance Brokers Limited (company number 2912193)
Oval Limited	18/12/2006	(1) David Bremner, Christopher Donald, Christopher Donald and Angus Rutherford as trustees of the Futurity Employee Benefit Trust, Beverly Bremner, Alan Graeme Hanson, the trustees of the PV Limited Pension Scheme, Angus Rutherford, Colin Rutherford as the trustees of the Futurity Plc Executive Pension Scheme and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Futurity Limited (company number SC183872)
Oval Limited	19/12/2006	(1) Hugh Goldie Cameron and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of IVML Underwriting Limited (company number 3839964)
Oval Limited	02/03/2007	(1) Paul Joseph Kerry, Derek Finlayson Gibson, Stewart Russell Shaw and Denholm Seafoods Limited and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Cuthbert Service & Jackson Limited (company number SC49653)
Oval Limited	31/05/2007	(1) Jack Glee, Nicolette May Glee, Lee Chappell, Robert	Acquisition agreement for the acquisition of the entire issued share capital of Williamson Moore

Charging Company	Date of Relevant Contract	Parties	Details of Relevant Contract
		Charles Knight, James Edward Macgregor and Heritage Trust Limited the trustees of the Williamson Moore Limited Employee Benefit Trust and (2) Oval Limited	Limited (company number 2457623)
Oval Limited	05/07/2007	(1) Lee Chadwick and John Alan Lawson and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Creamer Group Limited (company number 3253406)
Oval Limited	31/07/2007	(1) Martyn Nicholas Lejeune and Peter Westwood and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Martin & Pethard Insurance Brokers Limited (company number 1122411)
Oval Limited	31/07/2007	(1) Martin Begley, Kenneth Lee Michael Noble, Martyn Nicholas Lejeune and Peter Westwood and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Premier Club Insurance Services Limited (company number 5466822)
Oval Limited	26/09/2007	(1) Frances Gillian Hart, John Colin Hart and Tina Winterburn and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Hart Owens Limited (company number 2521595)
Oval Limited	02/10/2007	(1) Andrew John Coleman and Kenneth William Fraser and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Griffin Commercial Insurance Brokers Limited (company number 3098911)
Oval Limited	18/10/2007	(1) Thomas Read Burfitt, Matthew Peter Millard and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Oval Healthcare Limited (company number 4578246)
Oval Limited	08/11/2007	(1) Jonathan Howard, Steven Mitchell, Kara Louise Howard, Josephine Regina Ward, Mair Mitchell, Michael Francis Ward and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of The Ward Mitchell Partnership Limited (company number 2926273), The Ward Mitchell Trustees Limited (company number 3006247) and The Ward Mitchell Holdings Limited (company number 4421301)
Oval Limited	22/11/2007	(1) Sue Bamford, Sharon Gott, Andrew Philip Tett, Susan Elizabeth Tett, June Walker and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Tett Hamilton & Co Limited (company number 1168952)
Oval Limited	05/12/2007	(1) H Bradbeer, Peter Ian Bradbeer, John Edward Horsley, L Pease, Richard W Pease and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of A J Cook (Holdings) Limited (company number 3344161)

<b>Charging Company</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
Oval Limited	20/12/2007	(1) David Nicholas Anderson, Paul Francis Esworthy, Peter William Blanc, Dominic John Gerard MacMahon, Matthew James Collins, Swiftbow Limited, Michelle Kathleen Cracknell and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of FMW Risk Services Limited (company number 4089483)
Oval Limited	01/04/2008	(1) Stephen Leonard James, The BK James Discretionary Settlement 1997, Robert John Elwood and Shane Colin Matthews and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Bartholomew & James (Properties) Limited (company number NI012499)
Oval Limited	07/05/2008	(1) Thomas David Christie and Iain Charles Hay and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital of Independent Insurance Brokers Limited (company number SC192228)
Oval Limited	10/09/2008	(1) Alessandra Alicia Humphreys and (2) Oval Limited	Acquisition agreement for the acquisition of the entire issued share capital Cissone Limited (company number 3837219)



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

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

**COMPANY NO. 1940424  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 OCTOBER  
2008 AND CREATED BY LOCHAIN PATRICK HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC  
AS SECURITY AGENT AND/OR THE OTHER SECURED PARTIES  
(OR ANY OF THEM) 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 13 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER  
2008

*fe*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES