

# MG01

## Particulars of a mortgage or charge



**iris**  
LASERFORM

193764/39

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



A10 \*A1JA130Q\* 10/10/2012 #234  
COMPANIES HOUSE

**1**

**Company details**

Company number

0 1 9 9 2 8 6 0

Company name in full

COUNTRYWIDE INSURANCE MANAGEMENT LIMITED  
(the "Company")

12

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

**Date of creation of charge**

Date of creation

d2 d8 m0 m9 y2 y0 y1 y2

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

SECURITY ACCESSION DEED dated 28 September 2012 between the New Charging Companies,  
the Parent and the Security Agent (the "Deed of Accession")

**4**

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All money or liabilities due, owing or incurred to any Secured Party  
by any Charging Company or any other Debtor under any Finance  
Document as at 28 September 2012 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 a Debtor  
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 678 or 679 of  
the Companies Act 2006 and taking into account the operation of  
clause 18 12(c) (Guarantee Limitations) of the Senior Facilities  
Agreement and section 4 15 (Limitation on Guarantees of Debt by  
Restricted Subsidiaries) of the 2018 Secured Note Indenture,

Continued on continuation page

**Continuation page**

Please use a continuation page if  
you need to enter more details

**MG01**

## Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page  
Please use a continuation page if you need to enter more details

Name LLOYDS TSB BANK PLC, Wholesale Loans Agency,

Address 10 Gresham Street, London as security trustee for itself and the  
other Secured Parties (the "Security Agent")

Postcode E C 2 V 7 A E

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page  
Please use a continuation page if you need to enter more details

Short particulars

**1 ACCESSION**

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 28 September 2012 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

**2 CHARGING CLAUSE****2 1 Fixed Charges**

Subject to clause 2 3(c) of the Deed of Accession, as set out in clause 2 1(c) below, the Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 28 September 2012 and in the future, from time to time owned by it or in which it has an interest

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

(b) by way of first fixed charge

(i) all other interests (not charged under clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold property 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,

(ii) all the Subsidiary Shares and Investments (including the shares specified in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto) 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,

Continued on continuation page

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Abhinav LLP*

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name JYT/GJEWEL/LLO02 00107/26238133

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>continued from page 1</p> <p>section 4 15 (Limitation on Guarantees of Debt by Restricted Subsidiaries) of the Tranche A 2018 Secured Note Indenture, section 4.15 (Limitation on Guarantees of Debt by Restricted Subsidiaries) of the Tranche B 2018 Secured Note Indenture and any equivalent provision under the terms of any other Secured Note Document evidencing Secured Notes (the "Indebtedness")</p> <p>NOTE</p> <p>In this Form MG01</p> <p>"2018 Secured Note Indenture" means the note indenture documenting the 2018 Secured Notes,</p> <p>"2018 Secured Notes" means the senior secured notes due 2018 issued by Towergate Finance plc (CRN 07217267),</p> <p>"Agreed Security Principles" means the principles set out in schedule 11 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Acquisition Agreements, the Insurances, the Assigned CCVL Acquisition Documents, the Sale and Purchase Agreements (as each of the terms is defined in the Debenture) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Company has an interest as at 28 September 2012 or in the future and (to the extent of its interest) all balances standing to the credit of or accrued or accruing on those accounts as at 28 September 2012 or in the future,</p> <p>"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), due, owing or payable to it as at 28 September 2012 or in the future and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,</p> <p>"Cash Collateral Account" means the Proceeds Account (as such term is defined in the Senior Facilities Agreement),</p> <p>"Charged Property" means the assets mortgaged, charged or assigned or expressed to be mortgaged, charged or assigned to the Security Agent by or pursuant to the Deed of Accession,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture and each company (of which the Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 4 to the Deed of Accession and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify,</p> <p>"Debenture" means the debenture dated 27 June 2012 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),</p> <p>"Debtor" has the meaning given to that term in the Intercreditor Agreement,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"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),</p> <p>"Event of Default" means any Event of Default as such term is defined in the Senior Facilities Agreement or in any Secured Note Documents,</p> <p>"Existing Debenture" means the debenture dated 11 February 2011 entered into between certain Charging Companies (named therein) and the Security Agent,</p> <p>"Finance Documents" means the Senior Finance Documents and the Secured Note Documents,</p> <p>"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession, as set out in clause 2 2 of this Form MG01,</p> <p>"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Intellectual Property" means patents and patent applications, trade and service marks and applications (and goodwill associated with such applications), brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights (in each case which may subsist as at 28 September 2012 or in the future),</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 11 February 2011 between, amongst others, the Parent, the other Obligors, the Senior Finance Parties, the Secured Note Representative and the Senior Unsecured Note Representative,</p> <p>"Investments" means</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, loan stock, security, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,</p> <p>(c) all rights and interests relating to securities and investments which are deposited with, or registered in the name of, any depositary, trustee, fiduciary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) (including, unless the context otherwise requires, the Subsidiary Shares), and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,</p> <p>in each case owned by the Company as at 28 September 2012 or in the future or (to the extent of its interest) in which the Company has an interest as at 28 September 2012 or in the future,</p> <p>"Leasehold Property" means all leasehold property which is registered or registrable at the Land Registry pursuant to which the Company is (or will be) liable to pay a principal rent in excess of £250,000 per annum as at the date of the relevant lease,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"New Charging Companies" means each of the companies listed in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto,</p> <p>"Nominated Account" means any account(s) nominated by the Security Agent for the collection of proceeds of any Other Debts,</p> <p>"Obligor" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Other Debts" means the debts and claims identified in clause 2 3(b)(v) of the Deed of Accession, as set out in clause 2 1(b)(v) of this Form MG01,</p> <p>"Parent" means Towergate Holdings II Limited (CRN 07217222),</p> <p>"Premises" means all freehold property and all Leasehold Properties from time to time owned by the Company including the property, if any, specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto,</p> <p>"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,</p> <p>"RSA Intercreditor Agreement" means the RSA Intercreditor Agreement as such term is defined in the Intercreditor Agreement,</p> <p>"Secured Note Approved Liabilities" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Secured Note Documents" means the Secured Notes, the 2018 Secured Note Indenture, the Tranche A 2018 Secured Note Indenture, the Tranche B 2018 Secured Note Indenture, the Security Documents and any other document governing the terms of the issuance and subscription of any Secured Notes,</p> <p>"Secured Note Representative" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Secured Notes" means</p> <p>(a) the £230,000,000 senior secured notes due 2018 issued by Towergate Finance plc (CRN 07217267),</p> <p>(b) the Tranche A 2018 Secured Notes,</p> <p>(c) the Tranche B 2018 Secured Notes, and</p> <p>(d) any other secured bonds, notes or other similar debt instruments constituting Secured Note Approved Liabilities,</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Security Accession Deed" means a deed executed by a company substantially in the form set out in schedule 9 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Security Documents" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Senior Facilities Agreement" means the facilities agreement dated 4 February 2011 (as amended and restated from time to time) under which certain lenders have made available certain loan facilities to Towergate Finance plc (CRN 07217267),</p> <p>"Senior Finance Document" means each Senior Finance Document as such term is defined in the Senior Facilities Agreement,</p> <p>"Senior Finance Parties" means Senior Finance Parties and any Hedge Counterparty (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Senior Unsecured Note Representative" means the Senior Unsecured Note Representative as such term is defined in the Senior Facilities Agreement,</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which, for this purpose, shall be treated as providing that</p> <p>(a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and</p> <p>(b) rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security,</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto,</p> <p>"Tranche A 2018 Secured Notes" means the £10,857,000 senior secured notes due 2018 issued by Towergate Finance plc (CRN 07217267) on or about 27 June 2012,</p> <p>"Tranche A 2018 Secured Note Indenture" means the note indenture documenting the Tranche A 2018 Secured Notes,</p> <p>"Tranche B 2018 Secured Notes" means the £8,143,000 senior secured notes due 2018 issued by Towergate Finance plc (CRN 07217267) on or about 27 June 2012, and</p> <p>"Tranche B 2018 Secured Note Indenture" means the note indenture documenting the Tranche B 2018 Secured Notes</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="317 342 1027 369">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 394 1422 450">(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,</p> <p data-bbox="317 481 1465 537">(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and monetary claims,</p> <p data-bbox="317 568 1489 712">(vi) subject to clause 3 9 (Trust Account) of the Debenture and clause 2 6 (Trust Accounts) of the Deed of Accession, all monies standing to the credit of any and all its accounts (including the Collection Accounts specified in schedule 4 to the Deed of Accession, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person and all rights related to those accounts,</p> <p data-bbox="317 743 1473 799">(vii) all its Intellectual Property (including the Intellectual Property specified in schedule 5 to the Deed of Accession, as set out in schedule 4 hereto),</p> <p data-bbox="317 831 1126 857">(viii) all rights, title and interest in and to the Hedging Agreements,</p> <p data-bbox="317 889 1473 945">(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p data-bbox="317 976 804 1003">(x) its goodwill and uncalled capital, and</p> <p data-bbox="317 1034 1461 1115">(xi) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p data-bbox="317 1146 1465 1317">(c) The parties have acknowledged that the ranking of the Security created pursuant to clauses 2 3(a) and (b) (Fixed Charges) of the Deed of Accession, as set out in clauses 2 1(a) and (b) above, is subject to the Existing Debenture, the Intercreditor Agreement and the RSA Intercreditor Agreement and that the application of proceeds pursuant to the Deed of Accession and the Existing Debenture is provided for in the Intercreditor Agreement and the RSA Intercreditor Agreement</p> <p data-bbox="317 1348 552 1375">2 2 Floating Charge</p> <p data-bbox="317 1406 1481 1632">(a) Subject to clause 2 6 (Trust Accounts) of the Deed of Accession, as further continuing security for the payment of the Indebtedness, subject to clause 2 4(b) of the Deed of Accession, as set out in clause 2 2(b) below, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 28 September 2012 and in the future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below</p> <p data-bbox="317 1664 1485 1805">(b) The parties have acknowledged that the ranking of the security created pursuant to clause 2 4(a) (Floating Charge) of the Deed of Accession, as set out in clause 2 2(a) above, is subject to the Existing Debenture, the Intercreditor Agreement and the RSA Intercreditor Agreement and that the application of proceeds pursuant to the Deed of Accession and the Existing Debenture is provided for in the Intercreditor Agreement and the RSA Intercreditor Agreement</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 3 Security Assignment</p> <p>As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in and to the Assigned Agreements (including those identified in schedule 6 to the Deed of Accession), 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 relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>2 4 Conversion of Floating Charge</p> <p>If.</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent reasonably considers that any legal process or execution is being enforced against any Floating Charge Asset or the Security Agent reasonably considers that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by written notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The Company shall following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires</p> <p>2 5 Automatic Conversion of Floating Charge</p> <p>If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Secured Note Documents 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 or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>3 FURTHER ASSURANCE</p> <p>3 1 General</p> <p>(a) Subject to the Agreed Security Principles, the Company shall (and shall ensure that each of its Subsidiaries will) at the request of the Security Agent and at the Company's own expense, promptly do, or procure the doing of all such things and execute or procure the execution of all such documents (including assignments, transfers, mortgages, charges, notices and instructions and in such form as the Security Agent may require) as are, in the reasonable opinion of the Security Agent, necessary or desirable</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession 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 Deed of Accession or by law,</p> <p>(ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6		Short particulars of all the property mortgaged or charged									
		Please give the short particulars of the property mortgaged or charged									
Short particulars		<p>(iii) following the occurrence of an Event of Default which is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession</p> <p>(b) Subject to the Agreed Security Principles, 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 Deed of Accession</p> <p>4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Company may not</p> <p>(a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property, or</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) 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,</p> <p>except as permitted by the Senior Facilities Agreement and the Secured Note Documents or with the prior consent of the Security Agent</p> <p>SCHEDULES</p> <p>SCHEDULE 1 Charging Companies</p> <table><tr><td>Company Name</td><td>Company Number</td></tr><tr><td>Countrywide Insurance Management Limited</td><td>01992860</td></tr><tr><td>Eclipse Park Acquisitions Limited</td><td>01235951</td></tr><tr><td>Managing Agents Reference Assistance Services Limited</td><td>03016409</td></tr></table> <p>SCHEDULE 2 Details of Freehold and Leasehold Property</p> <p>None as at 28 September 2012</p> <p>SCHEDULE 3 Subsidiary Shares</p> <p>None as at 28 September 2012</p> <p>SCHEDULE 4 Intellectual Property</p> <p>None as at 28 September 2012</p>		Company Name	Company Number	Countrywide Insurance Management Limited	01992860	Eclipse Park Acquisitions Limited	01235951	Managing Agents Reference Assistance Services Limited	03016409
Company Name	Company Number										
Countrywide Insurance Management Limited	01992860										
Eclipse Park Acquisitions Limited	01235951										
Managing Agents Reference Assistance Services Limited	03016409										



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1992860  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 28 SEPTEMBER 2012 AND CREATED BY COUNTRYWIDE  
INSURANCE MANAGEMENT LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY CHARGING  
COMPANY OR ANY OTHER DEBTOR 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 25 OF THE COMPANIES ACT 2006 ON THE 10 OCTOBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES