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CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

COMPANIES FORM No. 395

ALC 00400107

## Particulars of a mortgage or charge

# 395

A fee of £10 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

619

02949532

Name of company

\* MLIT (No. 2) LIMITED (the "Company")

Date of creation of the charge

4 January 2002

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

A debenture (the "Debenture") dated 4 January 2002 made by the Company  
and others as chargors in favour of Barclays Bank PLC as secured party  
(the "Secured Party")

Amount secured by the mortgage or charge

See Schedules 1 and 2

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

Barclays Bank PLC, PO Box 544, 54 Lombard Street, London

Postcode EC3V 9EX

Presentor's name address and  
reference (if any):

(Via CH London Counter)  
Clifford Chance Limited  
Liability Partnership, 200  
Aldersgate Street, London, EC1A  
4JJ

B1227/24472/SCD/DHM/TSC

Time critical reference

London-2/1112032

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0318  
21/01/02

See Schedule 3

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bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP.

Date 21 January 2002

On behalf of ~~company~~ [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

***Schedules to Form 395 relating to the Debenture entered into by MLIT (NO. 2) LIMITED  
(Company No: 02949532) dated 4 January 2002***

**SCHEDULE 1  
DEFINITIONS**

In this form 395:

**"Insurance Policy"** means any policy of insurance in which the Company may from time to time have an interest.

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

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

**"Loan Documents"** means the facility letter dated 27 December 2001 from the Secured Party to Goshawk Insurance Holdings plc (the **"Borrower"**), the insurance letters of credit agreement dated 27 December 2001 between the Secured Party and the Borrower, the guarantee of specific liabilities dated 4 January 2002 between the Company and others as guarantors and the Secured Party as beneficiary, the Debenture, the security over cash agreement dated 4 January 2002 between the Secured Party and the Borrower and any other document designated as such by the Secured Party and the Borrower.

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

**"Real Property"** means

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

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

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

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent) covenanted to be discharged by the Company set out in Schedule 2 (*Amount Secured by the Mortgage or Charge*).

**"Shares"** means all of the shares held by, or to the order or on behalf of the Company from time to time.

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

**SCHEDULE 2**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations which the Company may at any time have to the Secured Party under or pursuant to the Loan Documents (including the Debenture) including any liability in respect of any further advances made under any Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) in accordance with the terms of the Loan Documents and the Company shall pay to or to the order of the Secured Party when due and payable every sum at any time owing, due or incurred by the Company under or pursuant to the Loan Documents to or to the order of the Secured Party in respect of any such liabilities.

### **SCHEDULE 3**

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Secured Party as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to each of the following assets:
  - (i) the Real Property;
  - (ii) the Tangible Moveable Property;
  - (iii) any goodwill and rights in relation to the increased capital of the Company;
  - (iv) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights;
  - (v) each Investment made by the Company; and
  - (vi) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference option, substitution, conversion or otherwise).
- (b) assigned by way of security with full title guarantee to the Secured Party as security for the payment and discharge of the Secured Obligations the Company's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights.
- (c) charged with full title guarantee in favour of the Secured Party as security for the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Secured Party as security for the Secured Obligations.

#### **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

#### **NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02949532

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th JANUARY 2002 AND CREATED BY MLIT (NO.2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 21st JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2002.

*[Handwritten signature]*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES