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COMPANIES FORM No. 395

092235/10

Particulars of a mortgage or charge

395

Please do not  
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this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

112

3116518

Name of company

\* HASTINGS INSURANCE SERVICES LIMITED (the "Chargor")

\*insert full name  
of company

Date of creation of the charge

27 August 2002

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 27 August 2002 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Agent or any Lender by any company in the Group whether actually or contingently, whether pursuant to the Deed or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Agent or any Lender shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Security Agent or any Lender at the request of any company in the Group in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses.....

continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3P 3AH (the "Security Agent")

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

DLA  
3 Noble Street  
London EC2V 7EE

KLH/jxr/banking

hugginsk\forms395\Hastings

Time critical reference

For official use  
Mortgage Section

Post room



A32  
COMPANIES HOUSE

0836  
05/09/02

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1. FIXED AND FLOATING CHARGES

1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Chargor, with full title guarantee, charged, and agreed to charge, in favour of the Security Agent the following assets which are at any time owned by the Chargor, or in which the Chargor is from time to time interested:

1.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Chargor including, without limitation, any property, together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA

Date

3 September 2002

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

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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binding margin

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3116518

Name of Company

HASTINGS INSURANCE SERVICES LIMITED (the "Chargor")

~~limited~~

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

which the Security Agent or any Lender may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Agent or any Lender for keeping the Group's account 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 Deed (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")

NOTE.

In this form:-

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Deed;

"Charged Shares" means the Group Shares;

"Collections Accounts" has the meaning ascribed to that term in Clause 10.1.2 of the Deed;

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

"Encumbrance" includes 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;

"Event of Default" means any event or circumstance specified as such in clause 26 of the Revolving Credit Agreement (Events of Default);

"Group" means Logan Consultants Limited and its Subsidiaries (as more particularly defined in the Revolving Credit Agreement) for the time being and "Group Company" means any of them;

"Group Shares" means all shares specified in the Schedule hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Chargor;

"Insurances" means the policies of insurance in which the Chargor has an interest from time to time;

"Intellectual Property" means all legal and/or equitable interest (including, without limitation, the benefit of all licences in any part of the world) of the Group, 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, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any member of the Group;

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000;

continued on continuation sheet 2, page 2

1.1.2 by way of first fixed charge all other interests (not being charged by clause 3.1.1 of the Deed) in any freehold or leasehold property vested in or charged to the Chargor, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

1.1.5 by way of first fixed charge all rights and interests of the Chargor in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested;

1.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Chargor to repayment of any of the foregoing;

1.1.7 by way of first fixed charge all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution, or other person;

1.1.8 by way of first fixed charge all Intellectual Property;

1.1.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;

1.1.10 to the extent not effectively assigned under Clause 3.2 of the Deed (Assignment), by way of first fixed charge all Receivables;

1.1.11 by way of first fixed charge all the goodwill and uncalled capital of the Chargor; and

1.1.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

## 1.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Chargor, with full title guarantee, assigned and agreed to assign absolutely in favour of the Security Agent all the rights, title, interest and benefit of the Chargor in and to the Receivables.

## 1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of Clause 3.1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

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**Please complete  
legibly, preferably  
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bold block lettering**

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not  
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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

3116518

Name of Company

HASTINGS INSURANCE SERVICES LIMITED (the "Chargor")

~~limited~~

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Lender" means:

- (i) any Original Lender (as more particularly defined in the Revolving Credit Agreement); and
- (ii) any bank or financial institution, trust, fund or other entity which has become a Party (as more particularly defined in the Revolving Credit Agreement) in accordance with clause 27 of the Revolving Credit Agreement (Changes to the Lenders),

which in each case has not ceased to be a Party in accordance with the terms of the Revolving Credit Agreement;

"Permitted Encumbrance" means any Encumbrance permitted under paragraph 23 of the Revolving Credit Agreement;

"Receivables" means:

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

- (iii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Revolving Credit Agreement" means the revolving credit agreement dated 27 August 2002 and made between Logan Consultants Limited (as the Company) (1), the Subsidiaries of the Company as listed in part 1 of schedule 1 thereto (as Original Borrowers) (2) the Subsidiaries of the Company as listed in part 1 of schedule 1 thereto (as Original Guarantors) (3) Barclays Bank PLC (as the Arranger) (4) the Financial Institutions listed in part 2 of schedule 1 to thereto (as the Original Lenders) (5) and Barclays Bank PLC (as Facility Agent and Security Agent) pursuant to which the Lenders have agreed to make certain facilities available to the Company and others;

"Security Beneficiaries" means together each of the Finance Parties which has entered into a deed of accession to the Security Trust Deed (both terms as more particularly defined in the Revolving Credit Agreement) (each a "Security Beneficiary").

continued on continuation sheet 3, page 2



## 2. CONVERSION OF FLOATING CHARGE

### 2.1 Conversion of floating charge

The Security Agent may by written notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing; or

2.1.2 the Security Agent in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### 2.2 Automatic conversion of floating charge

The floating charge created by the Chargor under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by Clause 3.3 of the Deed (a "Floating Charge Asset") if the Chargor creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant 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, execution, attachment or other legal process against any such Floating Charge Asset.

### 2.3 No waiver

The giving by the Security Agent of a notice pursuant to Clause 4.1 of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the Security Beneficiaries.

## 3. CONTINUING SECURITY

3.1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, mortgage or other security which the Security Agent and/or the Security Beneficiaries may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Chargor without the Security Agent and/or the Security Beneficiaries first having recourse to any other right, remedy, mortgage or other security held or available to it.

3.2 The Deed shall remain in full force and effect as a continuing security until the Security Agent shall have certified in writing that the Secured Obligations have been discharged in full.

## 4. NEGATIVE PLEDGE

Save as permitted by the terms of the Revolving Credit Agreement, the Chargor severally covenanted with the Security Agent and any Lender that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Security Agent:

4.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and

continued on continuation sheet 3, page 4

Please do not  
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3116518

Name of Company

HASTINGS INSURANCE SERVICES LIMITED (the "Chargor")

limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## SCHEDULE

## Group Shares

Name of company in which shares are held	Class of Shares	Number of shares held
Hastings Direct Limited	Ordinary	2
1st Advantage Insurance Services Limited	Ordinary	2
Hastings Direct Accident Management Limited	Ordinary	1
1066 Direct Limited	Ordinary	2
Auto 1-2-1 Insurance Services Limited	Ordinary	2
Call 2000 Plus Insurance Services Limited	Ordinary	2
Ridesure Insurance Services Limited	Ordinary	1
121 Auto Insurance Services Limited	Ordinary	1
Agenda Insurance Services Limited	Ordinary	1

Please complete  
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bold block lettering

4.2 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 the Charged Assets save for a disposal permitted under clause 23.3 of the Deed (Disposals) of the Revolving Credit Agreement.

## 5. FURTHER ASSURANCE

5.1 The Chargor will, whenever requested by the Security Agent and at its own expense, promptly execute such deeds or documents and take any action required by the Security Agent to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Security Agent under the Deed. In particular, but without limitation, the Chargor will:

5.1.1 execute a valid legal mortgage in such form as the Security Agent shall reasonably require of any freehold or leasehold property as at 27 August 2002 or in the future belonging to the Chargor which is not hereby effectively charged by way of legal mortgage;

5.1.2 execute a legal assignment in such form as the Security Agent may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors;

5.1.3 execute a valid fixed charge in such form as the Security Agent may reasonably require over any asset the subject of the floating charge under the Deed; and

5.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may think expedient.

5.2 Any security document required to be executed by the Chargor pursuant to Clause 7.1 of the Deed will be prepared at the cost of the Chargor and will contain terms and conditions which are no more onerous than those contained in the Deed.

5.3 The Chargor as registered proprietor appointed the Security Agent as its agent to apply for the particulars of the Deed and of the interest of the Security Agent in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Chargor agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

## 6. COVENANTS OF THE CHARGOR

The Chargor covenanted with the Security Agent and any Lender that it will:

### 6.1 Intellectual Property

not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any Encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property;

continued on continuation sheet 4, page 4

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
legibly, preferably  
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# Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3116518

Name of Company

HASTINGS INSURANCE SERVICES LIMITED (the "Chargor")

limited

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete  
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## 6.2 Property Acquisitions

### Security

on demand made to the Chargor by the Security Agent, execute and deliver to the Security Agent any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Security Agent of any freehold or leasehold property which becomes vested in it after 27 August 2002 and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Security Agent may reasonably require. Any security document required to be executed by the Chargor pursuant to Clause 9.11.2 of the Deed will be prepared at the cost of the Chargor and will contain terms and conditions that are no more onerous than those contained in the Deed. In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Chargor to perform any of its obligations under Clause 9.11.2 of the Deed, the Chargor shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do).

## 7. RECEIVABLES

### 7.1 Dealings with and realisation of Receivables

The Chargor will without prejudice to Clause 6 of the Deed (Negative Pledge) but in addition to the restrictions in that Clause, not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03116518

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th AUGUST 2002 AND CREATED BY HASTINGS INSURANCE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th SEPTEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —