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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge



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 to re-  
particulars of a charge for a Sc  
company. To do this, please u  
form MG01s

WEDNESDAY



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L11

30/03/2011

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COMPANIES HOUSE

**1****Company details**

Company number 03121594

Company name in full Bnt Insurance Holdings Limited (the "Chargor")

For official use 119

→ **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 23/03/2011

**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 Share Charge (the "**Security Document**") dated 23 March 2011 between the Chargor and The  
Royal Bank of Scotland plc (the "**Security Agent**"), as security agent for the benefit of the Finance  
Parties (which expression includes its successors in title, permitted assigns and permitted  
transferees)

**4****Amount secured**

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

Amount secured

The "**Liabilities**", which are defined in the Facility Agreement as  
meaning, subject to Clause 18.10 (*Limitation on guarantee and  
security by Dutch Guarantors and their Subsidiaries*), 18.11  
(*Limitation on guarantee by Luxembourg Guarantors*) and 18.12  
(*Limitation on guarantees and security by any Obligor*) of the Facility  
Agreement, all present and future moneys, debts and liabilities due,  
owing or incurred by any Obligor to any Finance Party under or in  
connection with any Finance Document (in each case, whether alone  
or jointly, or jointly and severally, with any other person, whether  
actually or contingently and whether as principal, surety or  
otherwise)

**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** The Royal Bank of Scotland plc

**Address** 135 Bishopsgate

London

**Postcode** E C 2 M 3 U R

**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** Please see attached continuation pages

# 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 Nil.

### 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 *Linziates hnp* 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 **Sudhir Nair**

Company name

**Linklaters LLP**

Address **One Silk Street**

Post town **London**

County/Region **London**

Postcode

**E C 2 Y 8 H Q**

Country **UK**

DX **10 London/City**

Telephone **020 7456 5830**



### 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)

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

Continuation page (1)

Brit Insurance Holdings Limited, Company Number 03121594

**Equitable Charge** The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all present and future Shares and Dividends

**Note (1)** In this Form, except to the extent that the context requires otherwise

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

**"Agent"** means The Royal Bank of Scotland plc as agent of the other Finance Parties

**"Amendment Letter"** means the amendment letter relating to the Facility Agreement dated 18 March 2011

**"Arranger"** means The Royal Bank of Scotland plc and Lloyds TSB Bank plc as mandated lead arrangers and bookrunners and Merrill Lynch International and Citigroup Global Markets Limited as mandated lead arrangers, whether acting individually or together

**"Borrower"** means the Company, Brit Group Holdings B V or an Additional Borrower, unless it has ceased to be a Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

**"Company"** means Achilles Netherlands Holding B V

**"Dividends"** means, in relation to any Share, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers and rights accruing or offered in respect of that Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

**"Documentation Agent"** means The Royal Bank of Scotland plc

**"Facility Agreement"** means the facility agreement dated 26 October 2010 (as amended by the Amendment Letter) between, among others, the Chargor, The Royal Bank of Scotland plc and Lloyds TSB Bank plc as Arrangers, the Lenders named in the Facility Agreement and The Royal Bank of Scotland plc as Agent, Security Agent and Documentation Agent

**"Finance Document"** means

- (a) the Facility Agreement,
- (b) any letter or letters dated on or about the date of the Facility Agreement or on or about the date of the Amendment Letter between, as the case may be, the Arranger and the Company, the Documentation Agent and the Company or the Agent, the Security Agent and the Company setting out any of the fees referred to in Clause 12 (*Fees*) of the Facility Agreement,
- (c) the Amendment Letter,

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

Continuation page (2)

Brit Insurance Holdings Limited, Company Number 03121594

- (d) any accession letter substantially in the form set out in Schedule 7 (*Form of Accession Letter*) to the Facility Agreement,
- (e) any resignation letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facility Agreement,
- (f) the Security Document and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document, and
- (g) any other document designated as such by the Agent and the Company (as defined in the Facility Agreement)

**"Finance Party"** means the Agent, the Security Agent, the Arranger, the Documentation Agent or a Lender

**"Guarantor"** means the Company, Brit Insurance Holdings N V, Brit Group Holdings B V, Brit Overseas Holdings S à r l, the Chargor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Facility Agreement,

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

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

**"Party"** means a party to the Facility Agreement

**"Shares"** means

- (a) all present and future shares in Brit Insurance Limited (registered number 02763688), including the shares issued and outstanding at the date of the Security Document described in Schedule 2 (*Shares*) to the Security Document (as described in Note (2) below),
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, 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 any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

## Short particulars of all the property mortgaged or charged

Continuation page (3)

Brit Insurance Holdings Limited, Company Number 03121594

Any reference to the "**Agent**", the "**Arranger**", any "**Documentation Agent**", any "**Finance Party**", and "**Lender**", any "**Obligor**", any "**Party**" or the "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

Any reference to "**assets**" includes present and future properties, revenues and rights of every description

Any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the additional of any new facility under that Finance Document or other agreement or instrument

Any reference to a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

**Note (2)** The shares specified in Schedule 2 (*Shares*) to the Security Document are 278,000,000 ordinary shares of £1.00 each in Brit Insurance Limited

**Note (3)** The Security Document provides that

- 1 Security** The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 22.4 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause
- 2 Disposal** The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by the Finance Documents

For the purpose of this note (3)

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

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



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

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

**COMPANY NO. 3121594  
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 23  
MARCH 2011 AND CREATED BY BRIT INSURANCE HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY OBLIGOR TO ANY FINANCE 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 30 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2011

HC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES