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CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*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.****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

[3][1][1]

Company number

05245832

Name of company

* SAGA HOLDINGS LIMITED (the "Company")

Date of creation of the charge

7 December 2007

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

SECURITY ACCESSION DEED dated 7 December 2007 made between the New Charging
Companies, the Parent and the Security Trustee (the "Deed of Accession")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 7 December 2007 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any person and whether as principal or surety (including, without limitation, the Senior Debt, the Mezzanine Debt and the Pension Priority Debt (as defined in the Intercreditor Agreement)), 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 an Obligor and all losses incurred by any Secured Party in connection therewith but excluding (i) any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (ii) any indebtedness to a Pension Creditor other than Pension Priority Debt (the "Indebtedness")

Continued on Addendum 2/4

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

BARCLAYS BANK PLC, 7th Floor, 5 The North Colonnade, Canary Wharf, London, as security
trustee for itself and the other Secured Parties (the "Security Trustee")

Postcode E14 4BB

Presentor's name address and
reference (if any)

Ashurst

Broadwalk House
5 Appold Street
London
EC2A 2HA

JGB/CTR/BAR04 00073/8057862

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



ABQV3VMQ

A20

19/12/2007

215

COMPANIES HOUSE

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 7 December 2007 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

Continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Ashurst LLP

Date 17/12/07

On behalf of ~~XXXXXXXX~~ [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 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 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 situated 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

* SAGA HOLDINGS LIMITED (the "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)

NOTE

In this Form 395

"Agreed Security Principles" means the security principles set out in schedule 14 (Agreed Security Principles) to the Senior Facilities Agreement;

"Assigned Agreements" means the Acquisition Documents (as defined in the Senior Facilities Agreement), the Hedging Agreements, the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Security Trustee,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Charged Property" means the assets mortgaged, charged or assigned by the Company to the Security Trustee by the Deed of Accession;

"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 Trustee by executing a Security Accession Deed unless and until all such security of the company is released in accordance with the Intercreditor Agreement,

"Collection Accounts" means the accounts of the Company set out in schedule 3 (Collection Accounts) to the Deed of Accession and/or such other accounts as the Company may notify to the Security Trustee in writing or (following the occurrence of a Declared Default) as the Security Trustee shall specify,

"Customer Database" means the central marketing database compiled by or on behalf of the Saga Group recording details of customers and potential customers of the Saga Group and all modifications, amendments and additions thereto made by the Saga Group including all copies of the database in whatever form they appear, which excludes for the avoidance of doubt, all Software,

"Database Rights" means all copyrights and database rights as at 7 December 2007 and in future, conferred as at 7 December 2007 or at any time in the future under the laws of the United Kingdom (and all other countries of the world) whensoever and howsoever arising in the Customer Database for the remainder of the term during which the said rights and any renewals or extensions thereof shall subsist,

"Debenture" means the Debenture dated 17 September 2007 between the Parent, the Charging Companies named therein and the Security Trustee,

"Declared Default" means a Declared Default as defined in the Senior Facilities Agreement or a Declared Default as defined in the Mezzanine Facility Agreement,

"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),

Name of company

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* SAGA HOLDINGS LIMITED (the "Company")

"Excluded Accounts" means the accounts (if any) of the Company set out in schedule 6 (Excluded Accounts) to the Deed of Accession and any other account established by the Company solely for the purpose of receiving and holding customer premiums and interest and commission in respect thereof,

"Excluded Assets" means any assets over which security is granted for the purposes of a Permitted Receivables Financing (as defined in the Debenture),

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents and, if the context so requires, the Pension Debt Documents,

"Finance Parties" means the Senior Finance Parties and the Mezzanine Finance Parties,

"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Accession,

"Group" means the Parent and each of its Subsidiaries for the time being (including, after Completion, the Target Group (as both such terms are defined in the Senior Facilities Agreement)) but excluding AA Pension Trustees Limited and any other corporate pensions trustee,

"Hedging Agreements" means the Hedging Agreements as defined in the Intercreditor Agreement,

"Hedge Counterparty" has the meaning given to it in the Intercreditor Agreement,

"Insurances" means all policies of insurance (including those listed in part A of schedule 7 to the Deed of Accession) and all proceeds of them either as at 7 December 2007 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means

(a) 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, and

(b) the benefit of all applications and rights to use such assets of each member of the Group,

"Intercreditor Agreement" means the intercreditor deed dated on or about 17 September 2007 and made between the Parent, the other Original Obligors, the Security Trustee, the Facility Agent, the Arranger, Mizuho Corporate Bank, Ltd, the Lenders, the Facilities Hedge Counterparties (as all such terms are defined in the Senior Facilities Agreement), the Mezzanine Lenders (as such term is defined in the Intercreditor Agreement) and certain others,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or about 17 September 2007 and made between amongst others the Parent as borrower, Mizuho Corporate Bank, Ltd as the mezzanine agent, the Arrangers (as defined in the Senior Facilities Agreement) as the mezzanine arranger, Barclays Bank PLC as security trustee and the persons named in that mezzanine facility agreement as Lenders,

"Mezzanine Finance Documents" means the Finance Documents (including the Mezzanine Facility Agreement) as defined in the Mezzanine Facility Agreement,

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Facility Agreement,

Name of company

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"Mezzanine Lenders" means the Mezzanine Lenders as defined in the Mezzanine Facility Agreement,

"New Charging Companies" means the New Charging Companies listed in schedule 8 to the Deed of Accession, as set out in schedule 3 hereto,

"Nominated Account" has the meaning given to it in clause 7 3(a)(i) of the Debenture,

"Obligors" means Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement;

"Parent" means Acromas Mid Co Limited (CRN 6252749) (previously known as Spring & Alpha Midco Limited),

"Pension Creditor" means a Pension Creditor as defined in the Intercreditor Agreement,

"Pension Debt Documents" means the Pension Debt Documents as defined in the Intercreditor Agreement;

"Permitted Receivables Financing" means a financing as defined in the Senior Facilities Agreement or the Mezzanine Facility Agreement which has been designated as a Permitted Receivables Financing for the purposes of the Deed of Accession by notice in writing to the Security Trustee together with a copy of the documents recording such financing,

"Premises" means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including the property, if any, specified in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto,

"Quasi Security" has the meaning given to that term in Clause 27 13 (Negative pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Saga Group" means Saga Holdings Limited and its Subsidiaries,

"Secured Party" means each of the Security Trustee, the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Pension Creditors and the other Finance Parties,

"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

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 10 to the Debenture, with those amendments which the Security Trustee may approve or reasonably require,

"Senior Facilities Agreement" means the facilities agreement dated on or about 17 September 2007 under which certain lenders have made available £4,420,000,000 of facilities to the Parent and certain other members of the Group,

"Senior Finance Documents" means the Finance Documents (including the Senior Facilities Agreement and the Hedging Agreements) as defined in the Senior Facilities Agreement,

"Senior Finance Parties" means the Finance Parties as defined in the Senior Facilities Agreement,

"Senior Lenders" means the Lenders as defined in the Senior Facilities Agreement,

"Software" means any computer programs used to manipulate, modify, extract, list access and print the Customer Database, any modifications thereto and all manuals and technical specifications relating to such computer program,

Name of company

*insert full name
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* SAGA HOLDINGS LIMITED (the "Company")

"Subsidiary" means in relation to any company or corporation, a company or corporation

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation,

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, and

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 2 to the Deed of Accession as set out in schedule 2 hereto.

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* SAGA HOLDINGS LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2 CHARGING CLAUSE

2 1 Fixed charges

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee (other than in respect of the Software obtained by the Company on licence and any information in the Customer Database obtained by the Company on licence) the following assets, both as at 7 December 2007 and in future, from time to time owned by it or in which it has an interest

2 1 1 by way of a first legal mortgage all Premises (including but not limited to those specified in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto, together with all buildings and fixtures (including trade fixtures) on those Premises; and

2.1 2 by way of first fixed charge

(a) all the Subsidiary Shares (including but not limited to those specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto) and Investments and all corresponding Distribution Rights,

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

(c) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(d) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(e) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;

(f) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts but excluding monies standing to the credit of the Excluded Accounts,

(g) all its Intellectual Property and Software,

(h) all rights and interest in the Hedging Agreements,

(i) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(j) its goodwill and uncalled capital; and

(k) 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 and the Database Rights

Name of company

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2.2 Floating Charge

As further security for the payment and discharge of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets as at 7 December 2007 and in 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, including heritable property and all other assets in Scotland but excluding the Excluded Accounts

2.3 Security Assignment

2.3 1 As further security for the payment and discharge of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Trustee all its rights, title and interest in the Assigned Agreements (including but not limited to the policies of insurance and charges over shares listed in schedule 7 to the Deed of Accession and the Database Rights, provided that on payment or discharge in full of the Indebtedness the Security Trustee will promptly at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements and the Database Rights to the Company (or as the Company shall direct)

2 3 2 Until the occurrence of a Declared Default which is continuing, but subject to clause 7 6 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

2 3 3 The Company has waived, but only following a Declared Default which is continuing, any rights which it may have in the Customer Database which are granted by Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" against the Security Trustee or any person to whom the Security Trustee has assigned or licensed the Database Rights

2 3 4 The Security Trustee shall not assign or transfer any of the Database Rights to any person and shall not grant any person any right or authority to use any of the Database Rights unless and until a Declared Default has occurred and is continuing

2 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) any legal process or execution is being enforced against any Floating Charge Asset or any Floating Charge Asset is in danger of actually being seized,

the Security Trustee may, by notice in writing 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 (which specified Floating Charge Assets shall be exclusively those assets which are the subject of the legal process or execution or which are in danger of seizure) The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires, but on terms no more onerous to the Company than the Deed of Accession

2 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Trustee) on or over any Floating Charge Asset, 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

Name of company

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3 FURTHER ASSURANCE**3 1 General**

(a) Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify in writing (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

(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 Trustee, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Trustee or 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

(iii) 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

(b) Any security document required to be executed by the Company under clause 5 1 of the Debenture, as set out in this clause 3, will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession. 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 specified by the Security Trustee conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Deed of Accession (in each case to the extent necessary to perfect the Security created or intended to be created under the Deed of Accession over such assets)

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(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, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Deed of Accession, the Senior Facilities Agreement or the Mezzanine Facility Agreement or with the prior consent of the Security Trustee

Name of company

*insert full name
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* SAGA HOLDINGS LIMITED (the "Company")

SCHEDULES

SCHEDULE 1

Details of Freehold and Leasehold Property

None specified

SCHEDULE 2

Details of Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares
Saga Holdings Limited	Saga 200 Limited	2 Ordinary Shares of £1 each

SCHEDULE 3

New Charging Companies

AA Limited - CRN 05149111,
 AA SPC Co Limited - CRN 05088289,
 AA Junior Mezzanine Co Limited - CRN 05148845,
 AA Acquisition Co Limited - CRN 05018987,
 AA Senior Co Limited - CRN 05663655,
 AA Corporation Limited - CRN 03797747,
 Automobile Association Insurance Services Limited - CRN 02414212,
 Drakefield Holdings Limited - CRN 06090338,
 Drakefield Insurance Services Limited - CRN 03588184,
 Automobile Association Developments Limited - CRN 01878835,
 Taylor Price Insurance Services Limited - CRN 05522196,
 Premium Funding Limited - CRN 03396992
 Automobile Association Protection & Investment Planning Limited - CRN 02023217,
 Automobile Association Insurance Services Holdings Limited - CRN 02413321;
 Automobile Association Holdings Limited - CRN 03237629,
 The Automobile Association Limited - CRN 73356,
 AA The Driving School Agency Limited - CRN 02733119,
 Saga Holdings Limited - CRN 05245832,
 Saga 200 Limited - CRN 05245828,
 Saga 300 Limited - CRN 05245794,
 Saga 400 Limited - CRN 05245739,
 Saga Limited - CRN 04362073,
 Saga Leisure Limited - CRN 02421829,
 Saga Group Limited - CRN 00638891,
 Saga Services Limited - CRN 00732602,
 Saga Publishing Limited - CRN 02152564,
 MetroMail Limited - CRN 02289304

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05245832

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 7th DECEMBER 2007 AND CREATED BY SAGA HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR 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 XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'J. B. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES