

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

28

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

To the Registrar of Companies

For official use

Company number

115332

115332

Name of company

* Jardine Insurance Brokers Limited

* insert full name
of company

Date of creation of the charge

1st March 1995

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

See continuation

Amount secured by the mortgage or charge

See continuation

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

See continuation

Postcode

PRINTED AND SUPPLIED BY

Jordans

JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 261010



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

D J Hickman
Jardine Insurance Services Ltd
Jardine House
6 Crutched Friars
London EC3N 2HT

For official Use
Mortgage Section

REGISTERED

11 MAR 1995

Post room



A17 *AY7NA9L6* 76
COMPANIES HOUSE 11/03/95

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

See continuation

Particulars as to commission allowance or discount (note 3)

JARDINE INSURANCE SERVICES LIMITED
SECRETARIES

COMPANY SECRETARY

Signed

Date 10th March 1995

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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

115332

Name of company

Jardine Insurance Brokers Limited

Limited*

*delete if
inappropriate

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

Deed of Variation dated 1st March 1995 made between (1) the Company and (2) Lloyd's containing a second floating charge and modifying the Security and Trust Deed dated 16th August 1989 between the parties aforesaid, both deeds being made pursuant to the Lloyd's Brokers Byelaw (No 5 of 1988) ("the byelaw").

(copy attached)

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BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 261010



- (1) The payment of all costs, charges, expenses and other liabilities properly incurred by Lloyd's its delegates or agents or any receiver appointed under the Security and Trust Deed in or about the exercise of the powers contained in the Security and Trust Deed (as modified) or otherwise in relation thereto; and
- (2) the payment of all debts and obligations for the time being due, owing or incurred, whether actually or contingently, by the company to any approved bank (as defined in the byelaw) in respect of any loan or overdraft facility obtained by the company from that bank on an insurance broking account to the extent that such loan or overdraft is used for any purpose referred to in paragraph 24 or 25(1)(d) of the byelaw.

Please do not
write in this
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

Lloyd's (a statutory corporation) of 1 Lime Street, London EC3M 7HA
as trustee for approved banks (as defined in the byelaw) being
creditors for the time being of the company in respect of debts or
obligations described above.

All monies (including brokerage) for the time being standing to the credit of or pursuant to the byelaw required to be paid into an insurance broking account of the company and all approved IBA assets (as defined in the byelaw) of the company (and all assets which would be approved IBA assets of the company but for the breach of or failure to observe any relevant condition or requirement prescribed under the byelaw) and all debts and obligations for the time being due, owing or incurred to the company in respect of insurance transactions.

The charge created by the Deed of Variation is a continuing security and shall be a second floating charge and subject to all the provisions mutatis mutandis of the Security and Trust Deed. Clause 5 of the Security and Trust Deed provides that if the company breaches the covenant contained in clause 4(d) thereof or any execution or other process for enforcing a judgment or order made against the company is issued against the charged assets or any part thereof (including any attempt by a creditor of the company to obtain a garnishee order in relation to any book or other debts comprised therein) the charge shall automatically without notice be converted into a specific charge over such part or parts of the charged assets the subject thereof respectively and shall become enforceable.

The Security and Trust Deed contains a covenant that the company shall not without the prior consent in writing of Lloyd's (and then only to the extent that such consent permits and in accordance with any conditions attached thereto) sell the whole or (except in the ordinary course of insurance broking business) any part of the charged assets or deal with any book or other debts comprised therein for money except in the ordinary course of insurance broking business (which expression shall not include the selling, factoring or discounting by the company of such book debts to any person).

Clause 4(d) of the Security and Trust Deed referred to above provides that except as provided by the byelaw the company shall not without the prior consent in writing of Lloyd's (and then only to the extent that such consent permits and in accordance with any conditions attached there) grant or attempt to grant any charge encumbrance or other security interest whatsoever over the charged assets or any part thereof.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00115332

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF VARIATION DATED THE 1st MARCH 1995 AND CREATED BY JARDINE INSURANCE BROKERS LIMITED FOR SECURING ALL COSTS, CHARGES, EXPENSES AND OTHER LIABILITIES PROPERLY INCURRED BY LLOYD'S (A STATUTORY CORPORATION), AS TRUSTEE FOR APPROVED BANKS (AS DEFINED IN THE BYELAW), ITS DELEGATES OR AGENTS OR ANY RECEIVER APPOINTED UNDER THE SECURITY AND TRUST DEED IN OR ABOUT THE EXERCISE OF THE POWERS CONTAINED IN THE SECURITY AND TRUST DEED (AS MODIFIED) OR OTHERWISE IN RELATION THERETO; AND THE PAYMENT OF ALL DEBTS AND OBLIGATIONS FOR THE TIME BEING DUE, OWING OR INCURRED, WHETHER ACTUAL OR CONTINGENTLY, BY THE COMPANY TO ANY APPROVED BANK (AS DEFINED IN THE BYELAW) IN RESPECT OF ANY LOAN OR OVERDRAFT FACILITY OBTAINED BY THE COMPANY FROM THAT BANK ON AN INSURANCE BROKING ACCOUNT TO THE EXTENT THAT SUCH LOAN OR OVERDRAFT IS USED FOR ANY PURPOSE REFERRED TO IN PARAGRAPH 24 OR 25(1) (d) OF THE BYELAW WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MARCH 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 1995.

M. IKRAM DAR.

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

post
15/3
jm



C O M P A N I E S H O U S E

**REGISTER OF MORTGAGES
AND CHARGES**

**The manuscript version of
this register has not been
updated since 11 November
1991.**

**Any new entries, including
those relating to existing
charges, will be printed on
separate pages following
this notice.**

N.B. Searchers may find it desirable to refer to the mortgage documents microfiche for more detailed particulars

00115332

REGISTER of Charges, Memoranda of JARDINE INSURANCE BROKERS LIMITED

(1) Date of Registration	(2) Serial No. of Docu- ment on file	(3) Date of Creation of each Charge and Description of it	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
CHARGE: 3 11/03/1995		1/ 3/95 DEED OF VARIATION		ALL COSTS, CHARGES, EXPENSES AND OTHER LIABILITIES PROPERLY INCURRED BY THE CHARGE, ITS DELEGATES OR AGENTS OR ANY RECEIVER APPOINTED UNDER THE SECURITY AND TRUST DEED IN OR ABOUT THE EXERCISE OF THE POWERS CONTAINED IN THE SECURITY AND TRUST DEED (AS MODIFIED) OR OTHERWISE IN RELATION THERE TO; AND THE PAYMENT OF ALL DEBTS AND OBLIGATIONS FOR THE TIME BEING DUE, OWING OR INCURRED, WHETHER ACTUAL OR CONTINGENTLY, BY THE COMPANY TO ANY APPROVED BANK (AS DEFINED IN THE BYELAW) IN	ALL MONIES (INCLUDING BROKERAGE) FOR THE TIME BEING STANDING TO THE CREDIT OF OR PURSUANT TO THE BYELAW SEE CHARGE PARTICULARS FORM FOR DETAILS	LLOYD'S (A STATUTORY CORPORATION), AS TRUSTEE FOR APPROVED BANKS (AS DEFINED IN THE BYELAW)

[illegible]

N.B. Searchers may find it desirable to refer to the mortgage documents microfiche for more detailed particulars

00115332

REGISTER of Charges, Memoranda of JARDINE INSURANCE BROKERS LIMITED

(1) Date of Registration	(2) Serial No. of Docu- ment on file	(3) Date of Creation of each Charge and Description of it	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
				RESPECT OF ANY LOAN OR OVERDRAFT FACILITY OBTAINED BY THE COMPANY FROM THAT BANK ON AN INSURANCE BROKING ACCOUNT TO THE EXTENT THAT SUCH LOAN OR OVERDRAFT IS USED FOR ANY PURPOSE REFERRED TO IN PARAGRAPH 24 OR 25(1) (d) OF THE BYELAW		

[illegible]