

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



177840

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
created by an LLP in England and
Wales or Northern Ireland

☐ **What this form is NOT**
You cannot use this form
particulars of a mortgage
for a Scottish LLP
To do this, please use form
LL MG01s

TUESDAY



A34 16/04/2013 #236
COMPANIES HOUSE

1	LLP details	For official use
LLP number	O C 3 2 1 7 5 8	80 → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
LLP name in full	Nomina No 122 LLP (Borrower)	
2	Date of creation of charge	
Date of creation	d 0 d 5 m 0 m 4 y 2 y 0 y 1 y 3	
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	A debenture between amongst others, the Borrower and the Lender (as defined in part 5) (Debenture)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All obligations which the Borrower may at any time have to the Lender under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made under the Finance 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) and the Borrower shall pay to the Lender when due and payable every sum at any time owing, due or incurred by the Borrower to the Lender, in respect of any such liabilities, Cont	Continuation page Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge

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 Lloyds TSB Bank plc (Lender)

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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

Pursuant to the Debenture, the Borrower

(a) charged the payment and discharge of the Dollar Obligations of the Borrower with full title guarantee in favour of the Lender, by way of first fixed charge (if and to the extent that such assets are liable in the future to become comprised in that part of the Lloyd's Dollar Trust Fund of the Borrower in relation to which the Managing Agent has power to give directions under the American Instrument) all rights, title and interest of the Borrower in and to

(1) the benefit of the relevant Specified Syndicate Reinsurances not otherwise expressed to be charged by the Debenture or by any other document under which security is given by any person for the payment and discharge of the Dollar Obligations of the Borrower, and

(11) the benefit of any letter of credit, guarantee, deposit or security issued, made or given in respect of the performance of a reinsurer's obligations thereunder, and

(b) charged the payment and discharge of the Sterling Obligations of the Borrower, with full title guarantee in favour of the Lender, by way of first fixed charge (if and to the extent that such assets are liable in the future to become comprised in that part of the Lloyd's Premiums Trust Fund of the Borrower in relation to which the Managing Agent has power to give directions under the Lloyd's Premiums Trust Deed) all rights, title and interest of the Borrower in and to

Cont

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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. 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.

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. 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 property is situated in another part of UK.

9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 HOWETA

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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 or email 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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>provided that neither any covenant contained in nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for the proviso contained in clause 2 1 of the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law</p> <p>In this form LLMG01, the following terms shall have the following meanings</p> <p>American Instrument means, in relation to the Borrower, either the Lloyd's American Instrument 1995 (General Business of Individual Members) or the Lloyd's American Instrument 1995 (General Business of Corporate Members), being supplemental as regards the Borrower to its Lloyd's Premiums Trust Deed for general business applicable for such year or years of account from and including the 1995 year of account for which the Borrower has conducted such business (and, where the Borrower has more than one such Premiums Trust Deed, each of the same), according to whether the Borrower is an individual member or a corporate member</p> <p>Dollar Trustees means the trustees for the time being of the American Instrument, designated in respect of the Managing Agent as the Managing Agent's Dollar Trustees</p> <p>Facility Agreement means the facility agreement dated on or about the date of the Debenture between the Underwriting Members of Lloyd's comprising Syndicate No 5820 as constituted for the 2012 year of account, the Underwriting Members of Lloyd's comprising Syndicate No 5820 as constituted for the 2013 year of account, the Dollar Trustees, the Sterling Trustees, the Managing Agent and the Lender as amended, varied, novated or supplemented from time to time</p> <p>Finance Documents means the Facility Agreement, the Debenture, any other Security Document (as defined in the Facility Agreement) and any other document designated as a Finance Document by the Lender and the Managing Agent</p> <p>Lloyd's Premiums Trust Deed means a trust deed in the form for the time being required and approved by Lloyd's constituting an approved premiumstrust deed</p> <p>Managing Agent means Jubilee Managing Agency Limited a limited company registered in England and Wales with company number 04434499 whose registered office is at 47 Mark Lane, London EC3R 7QQ</p> <p>Sterling Trustees means the trustees for the time being of Lloyd's Premiums Trust Deed for general business applicable for such year or years of account from and including the 2012 year of account for which the Borrowing Group had conducted such business (and, where the Borrower has more than one such Lloyd's Premiums Trust Deed, each of the same), designated in respect of the Managing Agent as the Managing Agent's Sterling Trustees</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(1) the benefit of the relevant Specified Syndicate Reinsurances not otherwise expressed to be charged by the Debenture or by any other document under which security is given by any person for the payment and discharge of the Sterling Obligations of the Borrower, and

(11) the benefit of any letter of credit, guarantee, deposit or security issued, made or given in respect of the performance of a reinsurer's obligations thereunder

NB - Negative Pledge The Borrower undertook that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted under the Facility Agreement

In this form LLMG01, the following terms shall have the following meanings

Borrowing Group means the Underwriting Members of Lloyd's comprising Syndicate No 5820 as constituted for the 2013 year of account

Charged Property means all the assets and undertaking of the Borrower which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Debenture

Dollar Obligations means, in relation to the Borrower, all sums and liabilities to be paid and discharged by the Borrower that are the subject of the covenant set out in clause 2 1 (Covenant to Pay) of the Debenture and subject as provided in clause 2 4 (Amount of Members' Obligations) of the Debenture, where the same relate to New American Business

Lloyd's means the Society Incorporated by Lloyd's Act 1871 by the name of Lloyd's

Lloyd's Dollar Trust Fund means, in relation to the Borrower, the dollar trust fund constituted by the American Instrument of the Borrower in accordance with the provisions thereof

Lloyd's Premiums Trust Fund means, in relation to the Borrower, the premiums trust fund constituted by the Lloyd's Premiums Trust Deed of the Borrower in accordance with the provisions thereof

New American Business means the Borrower's New American Business within the meaning of the American Instrument 1995

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

Specified Syndicated Reinsurances means all contracts of reinsurance taken out on behalf of the Syndicate, whether before or at any time after the date of the Debenture, which reinsure risks insured by the Borrowing

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Group, particulars of which are now or may hereafter be specified in Annex 1 (Specified Syndicate Reinsurances) of the Debenture

Sterling Obligations means, in relation to the Borrower, all sums and liabilities to be paid and discharged by the Borrower that are the subject of the covenant set out in clause 2 1 (Covenant to Pay) of the Debenture and subject as provided in clause 2 4 (Amount of Members Obligations) of the Debenture whether the same relate to New American Business and/or other business

Syndicate means Syndicate No 5820 at Lloyd's



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC321758
CHARGE NO. 80

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013
AND CREATED BY NOMINA NO 122 LLP FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO LLOYDS TSB BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS 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 AS
APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009
ON THE 16 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2013

De



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES