

104946/4342

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)



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

TUESDAY



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LD4

11/01/2011

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COMPANIES HOUSE

FOR OFFICIAL USE

1 LLP details

LLP number

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LLP name in full
Nomina No 354 LLP
(the "Partnership")

58

→ **Filling 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

d	0	d	4	m	0	m	1	y	2	y	0	y	1	y	1
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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 dated 4 January 2011 between the Underwriting Members of
Lloyd's comprising Syndicate No. 4242 as constituted for the 2011 Year of
Account (including the Partnership), the Dollar Trustees, the Sterling
Trustees, Chaucer Syndicates Limited and the Lender (the "Debenture")

Please see continuation pages for definitions

4 Amount secured

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

Amount secured
Please see continuation page for details of amount
secured by the Debenture

Continuation page

Please use a continuation page if
you need to enter more details

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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 (the "Lender")

Address

1st Floor, 25 Gresham Street, London

Postcode

E C 2 V 7 H N

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 continuation pages for short particulars

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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

None

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 situated in another part of UK.

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance

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 Nick Wong 70-40474737

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town

County/Region London

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

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:

- ☒ [x] The LLP name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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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Amount secured

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

Amount secured

All obligations owing to the Lender by the Partnership 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) **provided that** neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

Please see continuation pages for definitions

LL MG01 - continuation page

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

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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

In the Debenture, the Managing Agent as agent for and on behalf of the Partnership:

(a) charges with the payment and discharge of the Dollar Obligations of the Partnership 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 Partnership in relation to which the Managing Agent has power to give directions under the American Instrument) all rights, title and interest of the Partnership 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 Partnership, 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;

(b) charges with the payment and discharge of the Sterling Obligations of the Partnership, 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 Partnership 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 Partnership 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 Sterling Obligations of the Partnership, 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

The Debenture contains covenants for further assurance and a negative pledge.

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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

Definitions

In this form LLMG01:

"American Instrument" means, in relation to any 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 such 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 such Borrower has conducted such business (and, where such Borrower has more than one such Premiums Trust Deed, each of the same), according to whether such Borrower is an individual member or a corporate member.

"Borrower" means an underwriting member of Lloyd's which is a member of the Syndicate for the time being and which forms part of the Borrowing Group

"Borrowing Group" means the Underwriting Members of Lloyd's comprising Syndicate No 4242 as constituted for the 2011 year of account.

"Dollar Obligations" means the Secured Obligations where the same relate to New American Business provided that the amount of such obligations shall be limited to such parts thereof as bear the same proportion to the whole as the amounts of such Borrower's respective member's syndicate premium limits in relation to the Syndicate for the relevant year of account bear to the syndicate allocated capacity of the Syndicate for that year of account

"Dollar Trustees" means the trustees for the time being of Lloyd's American Instrument 1995 (General Business of Individual Members) or Lloyd's American Instrument 1995 (General Business of Corporate Members), being supplemental as regards each Borrower, to such Borrower's 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 such Borrower has conducted such business -(and, where such 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 Dollar Trustees

"Facility Agreement" means the facility agreement dated 28 September 2010 made between the Underwriting Members comprising Syndicate No. 4242 as constituted for the 2009 and 2010 years of account, the Dollar Trustees, the Sterling Trustees, the Managing Agent, the Lender and others, as amended, varied or supplemented from time to time.

"Finance Documents" means the Facility Agreement, any Security Document and any other document designated as a "Finance Document" by the Lender and the Managing Agent

"Lloyd's" means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's.

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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

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

"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 premiums trust deed.

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

"Managing Agent" means Chaucer Syndicates Limited, a limited company registered in England and Wales with company number 00184915, whose registered office is at Plantation Place, 30 Fenchurch Street, London EC3M 3AD

"New American Business" means, in relation to any Borrower, such Borrower's New American Business within the meaning of Lloyd's American Instrument 1995 (General Business of Individual Members) and Lloyd's American Instrument 1995 (General Business of Corporate Members).

"Security Document" means the Debenture and any other document designated a Security Document by the Lender and the Managing Agent on behalf of the Borrowing Group from time to time.

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

"Sterling Obligations" means the Secured Obligations whether the same relate to New American Business and/or other business provided that the amount of such obligations shall be limited to such parts thereof as bear the same proportion to the whole as the amounts of such Borrower's respective member's syndicate premium limits in relation to the Syndicate for the relevant year of account bear to the syndicate allocated capacity of the Syndicate for that year of account

"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 2009 year of account for which the Borrowing Group had conducted such business (and, where any such 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.

"Syndicate" means Syndicate No. 4242.



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. OC330565
CHARGE NO. 58

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JANUARY
2011 AND CREATED BY NOMINA NO 354 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 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 11
JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY
2011

LLC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES