

# M

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# LLP395

## Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHWP000

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For official use

13

LLP Number

OC331020

Full Name of Limited  
Liability Partnership

Thatchlet LLP ("the LLP")

Date of creation  
of the charge

1 January 2008

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

Deed of Undertaking dated 1 January 2008 ("the Undertaking") between the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's ("the Society"), E D J Keane ("the Member") and the LLP

Amount secured by the  
mortgage or charge

(a) A sum equal to the undischarged underwriting obligations incurred by the Member as an underwriting member of the Society in the Member's final underwriting year of account and including any obligation to the Society and any undischarged obligation arising at any time under

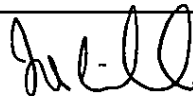
- (i) the byelaws, regulations, rules, directions or other requirements of the Society,
- (ii) any deed, contract, instrument or other arrangement of any kind approved by the Society,

but not including obligations arising in respect of any letter of credit, guarantee or other security given to secure the performance of any such underwriting obligation in favour of the person giving such guarantee or other security

subject to the proviso that such sum shall not exceed an amount equal to the LLP's profits for its first underwriting year of account

(continued on Continuation Sheet No 1, page 2)

Signed



Date

13-1-2008

On behalf of ~~[LLP]~~[mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham

Kent ME4 4RN

Tel 01634 392000

E-mail membership-arrangements@lloyds.com

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff



\*ATR93WEG\*

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COMPANIES HOUSE

WEDNESDAY

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

Short particulars of all the property mortgaged or charged

The Society of One Lime Street, London EC3M 7HA and (subject always to the terms of any Trust Deed) the Beneficiaries and (subject always to the terms of any Trust Deed and of any Premiums Trust Deed), (continued on Continuation Sheet No 1, page 3)

Subject to any charge over, and assignment by the LLP of, the future profits of its underwriting business at Lloyd's contained in any trust deed or other instrument to which the LLP is, or becomes, a party pursuant to the requirements of the Council relating to the provision of funds at Lloyd's -

- (a) The LLP's right, title, interest and expectancy in and to the trust funds held at any time under any Premiums Trust Deed to which it is a party
- (b) The amounts received, at any time after a failure by the Member to discharge a Lloyd's obligation, by the LLP out of the Premiums Trust Fund

The LLP shall not, without the Council's prior written consent, assign, charge or agree to assign or charge or otherwise restrict, encumber or dispose of any interest in the whole or any part of its Premiums Trust Fund in favour of any person other than the Society and shall not do or suffer to be done any act or thing which would cause any sum receivable by the LLP out of its Premiums Trust Fund to be received by any other person

"the Council" means the Council of Lloyd's including its delegates and persons by whom it acts

"Premiums Trust Deed" means the trust deed executed or to be executed by (among other parties) the LLP and the Society in the form for the time being required by the Council and in accordance with the provisions of which the LLP or any of the other members is to carry to a trust fund all premiums received by that member or on that member's behalf

(continued on Continuation Sheet No 1, page 4)

Particulars as to commission allowance or discount (*note 3*)

NIL

### 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 LLP398 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 LLP 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 Form LLP395 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**

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**FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)****Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form LLP395 and 410 (Scot)

**LLP Number**

OC331020

**Full Name of Limited Liability Partnership**

Thatchlet LLP ("the LLP")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)  
(note 1 for LLP410)

- (b) interest pursuant to Clause 6 of the Undertaking and accruing from day to day at the rate of two per cent per annum or such other rate as the Council may from time to time prescribe above the base rate from time to time of such London Clearing Bank as the Society may select

"the Council" means the Council of Lloyd's, including its delegates and persons by whom it acts

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those to whom any losses, claims, returns of premium, reinsurance premiums, expenses, obligations and other "Permitted Trust Outgoings" set out in clause 3(a) of and paragraph 1 of Schedule 3 to the Premiums Trust Deed are payable or become or may become payable, those to whom the Member is obliged to provide or keep fully funded any and every Overseas Business Regulatory Deposit and those entitled to or to benefit from or who may benefit from the New Central Fund of the Society

"the Beneficiaries" means all the persons to whom the Member is or may at any time before the relevant Termination Date become financially liable by reason of any default in respect of any of the Member's Lloyd's obligations

"the Financial Services Authority" means the corporate body known as the Financial Services Authority that is referred to in section 1 of the Financial Services and Markets Act 2000

"Lloyd's obligations" means all underwriting obligations incurred by the Member as an underwriting member of the Society in the Member's final underwriting year of account before the relevant Termination Date and includes obligations to the Society and the Trustees and obligations arising under

(a) the byelaws, regulations, rules, directions or other requirements of the Society and

(b) any deed, contract, instrument or other arrangement of any kind approved by the Society

but does not include obligations arising in respect of any letter of credit, guarantee or other security given to secure the performance of any of the said underwriting obligations in favour of the person giving such guarantee or other security

"New Central Fund" means the fund held or to be held, managed and applied by the Society pursuant to the New Central Fund Byelaw (No 23 of 1996)

"Overseas Business Regulatory Deposit" means any U.S. Surplus Lines Trust Deed or Lloyd's U.S. Reinsurance Trust Deed or any other deposit trust deed (including any joint asset trust deed) or any bank account, covenant, letter of credit, guarantee or other entity or arrangement whatsoever (wheresoever situate in any part of the world)

- (1) full details of which (and any and every alteration, variation or restatement of which) have been provided to the Financial Services Authority, and
- (2) which (or any fund subject or relating to which) the Member is for the time being required to keep in funds to provide or to provide security for (whether on an individual or syndicate or group or other basis) as a regulatory or other condition or requirement (whether imposed by the Council or by any governmental or regulatory authority having jurisdiction in or in any part of any overseas territory) in order to enable the Member (or any relevant syndicate or group or Member's Managing Agent) to conduct (or more efficiently to conduct) any business which constitutes or would if conducted would constitute part of the Underwriting relating to (or conducted in the currency of) a particular territory outside the United Kingdom

"Premiums Trust Deed" means the trust deed executed or to be executed by (among other parties) the Member and the Society in the form for the time being required by the Council and in accordance with the provisions of which the Member or any of the other members is to carry to a trust fund all premiums received by that member or on that member's behalf

"Termination Date" in relation to a Trust Deed means the 21st anniversary of the death of the Member

"Trust Deed" means any trust deed (including a Lloyd's Deposit Trust Deed, a Lloyd's Deposit Trust Deed (Third Party Deposit) and a Lloyd's Security and Trust Deed (Letter of Credit and Bank Guarantee)) made between the Society and the Member

"the Trustees" means the Society and other trustees for the time being of the trusts created by any Trust Deed

"the Underwriting" means the underwriting business (whether current or past or future) of the Member at Lloyd's

"U.S. Surplus Lines Trust Deed" means as regards any syndicate at Lloyd's (relating to the 1995 or any subsequent year or years of account) of which the Member for the time being is or has been or is about to become a member (in connection with the Underwriting) the applicable Lloyd's United States Situs Excess or Surplus Lines Trust Deed as for the time being modified

"U.S. Reinsurance Trust Deed" means as regards any syndicate at Lloyd's (relating to the 1995 or any subsequent year or years of account) of which the Member for the time being is or has been or is about to become a member (in connection with the Underwriting) the applicable Lloyd's United States Situs Credit for Reinsurance Trust Deed as for the time being modified

- "Premiums Trust Fund" means the trust fund to which all premiums received by or on behalf of the LLP in respect of the business of underwriting and related activities carried on by the LLP at Lloyd's are required to be transferred

"Lloyd's obligation" means any underwriting obligation incurred by the Member as an underwriting member of the Society in the Member's final underwriting year of account and includes obligations to the Society and any obligation arising under -

- (a) the byelaws, regulations, rules, directions or other requirements of the Society,
- (b) any deed, contract, instrument or other arrangement of any kind approved by the Society,

but does not include obligations arising in respect of any letter of credit, guarantee or other security arising in respect of any letter of credit, guarantee or other security given to secure the performance of any such underwriting obligation in favour of the person giving such guarantee or other security

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC331020

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF UNDERTAKING BETWEEN THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S ("THE SOCIETY"), E D J KEANE ("THE MEMBER") AND THE LIMITED LIABILITY PARTNERSHIP DATED THE 1st JANUARY 2008 AND CREATED BY THATCHLET LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO LLOYD'S 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 16th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2008

*P. Cer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES