

LL MG01 767272:4381
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 to re-
gister particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

WEDNESDAY



LD5 11/01/2012 #108
COMPANIES HOUSE

1 LLP details		For official use
LLP number	O C 3 3 9 4 6 1	→ Filling 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 474 LLP (the "LLP")	
2 Date of creation of charge		
Date of creation	d1 d0 m0 m1 y2 y0 y1 y2	
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	Debenture (the "Debenture")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	See continuation page.	

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Amount secured

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

Amount secured

DEFINITIONS

In this form LLMG01:

"American Instrument" means, in relation to the LLP, the Lloyd's American Instrument 1995 (General Business of Corporate Members), being supplemental as regards the LLP 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 LLP has conducted such business (and, where the LLP has more than one such Premiums Trust Deed, each of the same)

"Dollar Obligations" means all sums and liabilities to be paid and discharged by the LLP 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.

"Facility Agreement" means the facility agreement dated 28 September 2010 between the Underwriting Members of Lloyd's comprising Syndicate 4242 as constituted for the 2009, 2010, 2011 and 2012 years of account, the Dollar Trustees, the Sterling Trustees, the Managing Agent, the Lender and others (each as defined in the Facility Agreement) as amended, varied, novated or supplemented from time to time

"Finance Documents" means the Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter (each as defined in the Facility Agreement) in relation to the transaction and any other document designated as such by the Lender and the Managing Agent

"Lender" means Lloyds TSB Bank plc.

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

"Lloyd's Dollar Trust Fund" means the dollar trust fund constituted by the American Instrument of the LLP in accordance with the provisions thereof.

"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 the LLP, the premiums trust fund constituted by the Lloyd's Premiums Trust Deed of the LLP in accordance with the provisions thereof

"Managing Agent" means Chaucer Syndicates Limited, a company incorporated in England and Wales with registered number 00184915

"New American Business" means the LLP's New American Business within the meaning of Lloyd's American Instrument 1995 (General Business of Corporate

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Amount secured

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

Amount secured

Members).

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Parties" means the Lender and any Receiver or Delegate (each as defined in the Facility Agreement).

"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 (as defined in the Facility Agreement), particulars of which are now or may hereafter be specified in Annex 1 (Specified Syndicate Reinsurances) to the Debenture

"Sterling Obligations" means all sums and liabilities to be paid and discharged by the LLP 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. 4242 at Lloyd's

AMOUNT SECURED

All obligations which the LLP may at any time have to the Lender or any of the other Secured Parties 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 LLP shall pay to the Lender when due and payable every sum at any time owing, due or incurred by the LLP to the Lender or any of the other Secured Parties in respect of any such liabilities, 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 the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law (the **"Secured Obligations"**).

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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 25 Gresham Street

London

Postcode E C 2 V 7 H N

Name

Address

Postcode

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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

See continuation page.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

FIXED CHARGES

In the Debenture, the LLP

1 Charged with the payment and discharge of the Dollar Obligations of the LLP, 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 LLP in relation to which the Managing Agent has power to give directions under the American Instrument) all rights, title and interest of the LLP in and to:

(a) 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 LLP; and

(b) 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.

2. Charged with the payment and discharge of the Sterling Obligations of the LLP, 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 LLP 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 LLP in and to

(a) 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 LLP; and

(b) 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.

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

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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 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 Daniel Hedley 70-40514304

Company name Clifford Chance LLP (via the CH London Counter)

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 CANARY WHARF 3

Telephone 020 7006 4245



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



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. OC339461
CHARGE NO. 62

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JANUARY
2012 AND CREATED BY NOMINA NO 474 LLP FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO LLOYDS TSB BANK PLC OR ANY
OF THE OTHER SECURED PARTIES 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 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY
2012

LL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES