

# LL MR01

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



Companies House

113846/13.

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form LL MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record

TUESDAY



\*R4M9SZ76\*

RCS

15/12/2015

#7

COMPANIES HOUSE

### 1 LLP details

LLP number

LLP name in full

For official use

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☒ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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<b>4</b>	<b>Description</b>	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	N/A		

<b>5</b>	<b>Fixed charge or fixed security</b>	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the LLP?</p> <p><input type="checkbox"/> Yes</p>	
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<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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### Trustee statement <sup>①</sup>

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form LL MR06)

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### Signature

Please sign the form here

Signature

Signature

X



X

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

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## Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name Corporation of Lloyd's

LLP name

Address Fidentia House

Walter Burke Way

Post town Chatham

County/Region Kent

Postcode M E 4 4 R N

Country

DX

Telephone 01634 392613



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP's 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 entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



## 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 each mortgage or charge filed on paper.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# LL MR01 - continuation page

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

4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	
Description	<p>Names of persons, security agents or trustees entitled to charge (continued) -</p> <p>1 (subject always to the terms of any Trust Deed and of any Premiums Trust Deed), 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,</p> <p>2 those to whom the Ceasing Member is obliged to provide or keep fully funded any and every Overseas Business Regulatory Deposit</p> <p>"the Beneficiaries" means all the persons to whom the Ceasing 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 Ceasing Member's Lloyd's obligations,</p> <p>"the Ceasing Member", "Lloyd's obligation" and "Premiums Trust Deed" have the meaning given in the instrument,</p> <p>"Overseas Business Regulatory Deposit" has the meaning given in the Premiums Trust Deed",</p> <p>"Trust Deed" means any trust deed made between the Society and the Ceasing Member</p>	



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC401329

Charge code: OC40 1329 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2015 and created by SPEEDTRACK LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 15th December 2015

Given at Companies House, Cardiff on 21st December 2015



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## DEED OF UNDERTAKING

I certify that,  
for the material  
redacted pursuant  
to S 859G of the  
Companies Act 2006, this copy  
instrument is a  
correct copy of  
the original  
instrument


THIS DEED OF UNDERTAKING is made the 8<sup>th</sup> day of DECEMBER 2015

### MADE BY. -

- (1) Ruth Guise (membership no 011958Q) of Staplehurst Farm, Kings Lane, South Nutfield, Redhill, Surrey RH1 5JX (the "Converting Member")
- (2) Speedtrack LLP (membership no 056539G) whose registered address is at Fountain House, 130 Fenchurch Street, London EC3M 5DJ and whose registered number is OC401329 (the "Corporate Member")
- (3) **THE SOCIETY** incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")

Signature

Date

  
14/12/15

### WHEREAS: -

- (A) The Converting Member has ceased underwriting on an individual basis and is a member of the Corporate Member
- (B) The Corporate Member has been admitted as a member of the Society to underwrite insurance business and is a successor vehicle to the Converting Member

The Converting Member and the Corporate Member **HEREBY UNDERTAKE AND AGREE** with the Society as follows

- 1 In this deed of undertaking the following expressions shall have the following meanings

**"Lloyd's obligation"** means, in relation to the Converting Member, any underwriting obligation incurred by that member as an underwriting member of the Society in that member's final underwriting year of account and includes any obligation 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 given to secure the performance of any such underwriting obligation in favour of the person giving such guarantee or other security,

**"Premiums Trust Deed"** means the trust deed executed or to be executed by (among other parties) the Corporate Member and the Society in the form for the time being required by the Council constituting the Premiums Trust Fund,

**"Premiums Trust Fund"** means the trust fund to which all premiums received by or on behalf of the Corporate Member in respect of the business of underwriting and related activities carried on by the Corporate Member at Lloyd's are required to be transferred under the provisions of the Handbook of the Financial Services Authority as they apply to Lloyd's,

**"successor vehicle"** has the meaning given in the Conversion Rules made under the Conversion and Related Arrangements Byelaw (No 22 of 1996)

- 2 If at any time and from time to time the Converting Member fails to discharge a Lloyd's obligation then, except to the extent that the relevant Lloyd's obligation is otherwise discharged, the Corporate Member shall, subject to any charge over, and assignment by the Corporate Member of, the future profits of its underwriting business at Lloyd's contained in any trust deed or other instrument to which the Corporate Member is, or becomes, a party pursuant to the requirements of the Council relating to the provision of funds at Lloyd's, where the Lloyd's obligation which the Converting Member has failed to discharge is an obligation to make a payment or payments
  - (i) on demand assign to the Society its right, title, interest and expectancy in and to the trust funds held under any Premiums Trust Deed to which it is a party until such time as the Society has been paid out of those funds a sum equal to the amount which the Converting Member has failed to pay together with interest calculated in accordance with clause 6,
  - (ii) subject to clause 3 below, pay to the Society by way of contribution to the New Central Fund out of the amounts thereafter received by the Corporate Member out of the Premiums Trust Fund of the Corporate Member an amount equal to the amount which the Converting Member has failed to pay together with interest calculated in accordance with clause 6, and so that until the amount payable under this paragraph has been fully discharged the Corporate Member shall immediately apply all sums received by it from its Premiums Trust Fund in or towards the discharge of that amount and for no other purpose
- 3 Any payments made by the Corporate Member pursuant to clause 2(ii) shall not exceed an amount in aggregate equal to the Corporate Member's profits for its first underwriting year of account
- 4 Subject to any such assignment or charge as is mentioned in clause 2, the Corporate Member 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 other act or thing which would cause any sum receivable by the Corporate Member out of its Premiums Trust Fund to be received by any other person
- 5 The Corporate Member shall promptly execute such documents and take such other steps as may reasonably be required by the Society to perfect any assignment to be made pursuant to clause 2

- 6 Sums payable by the Corporate Member under clause 2 shall bear interest which shall accrue 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

**IN WITNESS** whereof this undertaking has been duly executed as a deed

**SIGNED as a DEED by**

[REDACTED]  
Ruth Guise

In the presence of

[REDACTED] [REDACTED]  
*[name of witness]*

Address of Witness

[REDACTED]  
[REDACTED]  
[REDACTED]  
Occupation of Witness

*Gardener*

**EXECUTED as a DEED by**

*Speedtrack LLP<sup>1</sup>*

acting by its Members<sup>2</sup>

*Argenta LLP Services Limited*

and

*Argenta Continuity Limited*

For and on behalf of Argenta LLP Services Ltd

For and on behalf of Argenta Continuity Ltd

**EXECUTED as a DEED by**

**THE COMMON SEAL OF** )  
**THE SOCIETY OF LLOYD'S** )  
was hereunto affixed in the )  
presence of )

Authorised Signatory

[SEAL]

Witnessed by  
Clerk of the Society  
on the day of the month of the year  
2017

Authorised Signatory

<sup>1</sup> Insert name of Corporate Member

<sup>2</sup> Insert names of the Members of the LLP