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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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001839

395

CHFP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

3

149013

Name of company

* insert full name
of Company

* HSBC Insurance Brokers Limited

Date of creation of the charge

14th October 1999

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

See Continuation Sheet No.1

Amount secured by the mortgage or charge

See Continuation Sheet No.1

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

See Continuation Sheet No.1

Postcode

Presenter's name address and
reference (if any) :For official Use
Mortgage Section

Time critical reference

See Continuation Sheet No.1

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Signed

G. H. Pitter

Date

28/10/99

On behalf of [company][mortgagee/chargee]†

HSBC INSURANCE BROKERS LIMITED

*A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

† delete as
appropriate

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 No. 398 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 company 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 prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

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Companies House
in respect of each
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mortgage or
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Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

149013

Name of company

HSBC Insurance Brokers Limited

Limited *

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Deed of Variation dated 14th October 1999 made between (1) HSBC Insurance Brokers Limited and (2) the Society of Lloyd's made in addition to and modifying the Security and Trust deed dated 21st September 1989 (the "Principal Deed") the deeds being made pursuant to the Lloyd's Brokers Byelaw (No.5 of 1988) (the "byelaw"). This registration is supplementary to the existing registration of the Principal Deed.

*Please complete
legibly, preferably
in black type, or
bold block lettering*

- (1) The payment of all costs, charges, expenses and other liabilities properly incurred by Lloyd's its delegates or agents or any receiver appointed under the Security and Trust Deed in or about the exercise of the powers contained in the Security and Trust Deed (as modified) or otherwise in relation thereto including all remuneration payable to any such receiver; and
- (2) the payment of all debts and obligations for the time being due, owing or incurred, whether actually or contingently by the company in respect of insurance transactions.

*Please complete
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bold block lettering*

Lloyd's (a statutory corporation) of One Lime Street, London
EC3M 7HA as trustee for the creditors for the time being of
the company in respect of insurance transactions.

*Please complete
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in black type, or
bold block lettering*

All monies (including brokerage) for the time being standing to the credit of or pursuant to the byelaw or otherwise required to be paid into an insurance broking account of the company and all approved IBA assets of the company (and all assets which would be approved IBA assets of the company but for the breach of or failure to observe relevant condition or requirement prescribed under the byelaw) and all debts and obligations for the time being due, owing or incurred to the company in respect of insurance transactions.

Clause 5 of the Security and Trust Deed provides that if the company breaches the covenant contained in Clause 4(d) thereof or any execution or other process for enforcing a judgment or order made against the company is issued against the charged assets or any part thereof (including any attempt by a creditor of the company to obtain a garnishee order in relation to any book or other debts comprised therein) the charge shall automatically without notice be converted into a specific charge over such part or parts of the charged assets thereof respectively and shall become enforceable.

The Security and Trust Deed contains a covenant that the company shall not without the prior consent in writing of Lloyd's (and then only to the extent that such consent permits and in accordance with any conditions attached thereto) sell or transfer the whole or (except in the ordinary course of insurance broking business) any part of the charged assets or deal with any book or other debts comprised therein for money except in the ordinary course of insurance broking business (which expression shall not include the selling, factoring or discounting by the company of such debts to any person).

Clause 4(d) of the Security and Trust Deed referred to above provides that except as provided by the byelaw the company shall not without the prior consent in writing of Lloyd's (and then only to the extent that such consent permits and in accordance with any conditions attached there) grant or attempt to grant any charge encumbrance or other security interest whatsoever over the charged assets or any part thereof.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00149013

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF VARIATION MADE IN ADDITION TO AND MODIFYING THE SECURITY AND TRUST DEED DATED 21ST SEPTEMBER 1989 (THE "PRINCIPAL DEED") ISSUED BY THE COMPANY DATED THE 14th OCTOBER 1999 AND CREATED BY HSBC INSURANCE BROKERS LIMITED FOR SECURING THE PAYMENT OF ALL COSTS, CHARGES, EXPENSES AND OTHER LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYD'S AS TRUSTEE FOR THE CREDITORS FOR THE TIME BEING OF THE COMPANY IN RESPECT OF THE INSURANCE TRANSACTIONS UNDER THE TERMS OF THE SECURITY AND TRUST DEED (AS MODIFIED); AND THE PAYMENTS OF ALL DEBTS AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYD'S AS TRUSTEE FOR THE CREDITORS FOR THE TIME BEING OF THE COMPANY IN RESPECT OF THE INSURANCE TRANSACTIONS IN RESPECT OF INSURANCE TRANSACTIONS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd NOVEMBER 1999.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E