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COMPANIES FORM No. 395

395**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

[Stamp]

1193013

Name of company

* GALLAGHER PLUMER LIMITED

Date of creation of the charge

16th August 1989

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

Security and Trust Deed dated 16th August 1989 made between
Callagher Plumer Limited and Lloyd's containing a first floating
charge.

Amount secured by the mortgage or charge

- (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 or otherwise in relation thereto; 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.

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

Lloyd's (a statutory corporation) of 1 Lime Street, London EC3M 7HA as
trustee for creditors for the time being of the company in respect of
insurance transactions.

Postcode

Presenter's name, address and
reference (if any):J J Lloyd
Gallagher Plumer Ltd
9 Alie Street
London
E1 8DEFor official use
Mortgage section

REGISTERED

- 1 SEP 1989

Post room

COMPANIES HOUSE

01 SEP 1989

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35

Time critical reference

SEE CONTINUATION SHEET

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

Date 29. 8. 1989

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

*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.



Particulars of a mortgage or charge (continued)

Please do not
write in this
margin

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

1193013

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

Name of company

GALLAGHER PLUMER LIMITED

Limited*

*Delete if
inappropriate

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

SHORT PARTICULARS OF PROPERTY CHARGED

All monies (including brokerage) for the time being standing to the credit of or pursuant to Lloyd's Brokers Byelaw (No. 5 of 1988) ("the byelaw") required to be paid into an insurance broking account of the company and all approved IBA assets (as defined in the byelaw) of the company (and all assets which would be approved IBA assets of the company but for the breach of or failure to observe any 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.

The charge created by the security and trust deed is a continuing security and shall be a first floating charge, subject to clause 5 of the deed. Clause 5 of the deed provides that if the company breaches the covenant contained in clause 4(d) of the deed or any execution or other process for enforcing a judgement 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 the subject thereof respectively and shall become enforceable.

The 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 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 book debts to any person).

Clause 4(d) 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 16th AUGUST 1989
and created by GALLAGHER PLUMER LIMITED

for securing all moneys due or to become due from the Company to LLOYD'S
(A STATUTORY CORPORATION) AS TRUSTEE FOR THE CREDITORS FOR THE TIME BEING
OF THE COMPANY IN RESPECT OF INSURANCE TRANSACTIONS under the terms of
THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 1st SEPTEMBER 1989

Given under my hand at the Companies Registration Office,

Cardiff the 12th SEPTEMBER 1989

No. 1193013

L. S. [Signature]
an authorised officer

POST AD

12/9/89.

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