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## COMPANIES FORM No. 395 Particulars of a mortgage or charge

002319/20

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 233

To the Registrar of Companies

For official use

Company Number

20

3562457

### Name of company

\*insert full  
name of  
company

Amlin Investments Limited

### Date of creation of the charge

29 April 2002

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

A Deed of Amendment to amend a Fixed and Floating Charge dated 29 May 1998 (the "Charge")

### Amount secured by the mortgage or charge

All amounts whatsoever which any Covenant to Pay provides are to be paid by the Company to the Society and also all other monies and liabilities which the Charge provides are to be paid or discharged by the Company to the Society.

Interest on all amounts payable by the Company under the terms of the Charge from the date when payment is due to the date of actual payment which shall be payable at such rate or rates and upon such terms as may from time to time be agreed or failing agreement at such rate or rates as may be notified by the Society to the Company being not more than 3% over the base rate from time to time of a London clearing bank selected by the Society and Interest shall be computed, accrue, become payable and be compounded according to the usual practice for the time being of the Society and shall be payable as well after as before any demand made, judgement obtained or liquidation or administration of the Company.

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

The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society") of One Lime Street,

London

Postcode

EC3M 7HA

Presentor's Name address and  
reference (if any):

Lloyd's of London  
One Lime Street  
London  
EC3M 7HA

ref: SJH/Legal Services Department

For official use  
Mortgage Section

Post room

Time critical reference



### Short particulars of all the property or charged

- A By way of first fixed mortgage and charge, all the Company's right, title and interest in the Mortgaged Securities which includes inter alia, any shares, stocks, options, debentures, bonds, warrants, certificates and other securities.
- B By way of first fixed charge all the Company's right, title and interest in the Charged Cash and the debt represented thereby.
- C By way of first floating charge, the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade and all freehold and leasehold property) and whether or not expressed to be charged by way of first fixed charge or mortgage, if and to the extent such property, assets and rights are not or have ceased to be effectively charged by way of fixed charge or mortgage.

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The Company may at any time transfer to the Society Additional Securities, in which case such Additional Securities shall become part of the Mortgaged Securities.

The Company may at any time deposit further cash in a security deposit account, in which case such cash shall become part of the Charged Cash.

The Company undertakes that it shall not (except as permitted by the terms of the Charge) sell, lend, transfer or otherwise

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

Signed



Date

2 May 2002

On behalf of [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 situated 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 conditionalfor 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. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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

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

**Amount due or owing on the mortgage or charge (cont.)**

All costs (including legal costs), charges and expenses reasonably incurred or sustained by the Society or any person appointed (and any additional person or persons appointed or substituted) as administrative receiver manager or receiver and manager by the Society under the Charge (the "Receiver") (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving any third person) in connection with:

- (a) the investigation of title to or any survey, inspection or valuation of the charged property under or in connection with the Charge, and the preparation, registration, or perfecting of the Charge (or any of the charges or mortgages therein contained), or any other document entered into between the Company and the Society;
- (b) the transfer of charged property to and from the Society (including any handling, transfer or registration costs, taxes or interest), the holding, administration and transfer of charged property (including costs, charges and expenses incurred in holding, administering and transferring such property in, into or out of or within any clearance or settlement system or securities depository) and, where the Society consents in accordance with the terms of the Charge, the release of the charged property or its release in accordance with the terms of the Charge when the Company has no further obligations under any Covenant to Pay;
- (c) the exercise or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Society or the Receiver or any of the powers of the Society or the Receiver, and the enforcement, preservation or attempted preservation of the Charge or the charged property or any other action taken by or on behalf of the Society with a view to or in connection with the recovery by the Society of the monies and liabilities which the Company has covenanted to pay and discharge pursuant to the Charge and all claims, demands and damages for breach of any such covenant from the Company or any other person; and
- (d) the carrying out or consideration of any other act or matter which the Society or the Receiver may consider to be for the preservation, improvement or benefit of the charged property.

All amounts payable by the Company to the Society or the Receiver pursuant to the indemnity granted by the Company from and against all losses, actions, claims, costs (including legal costs) expenses, demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or incurred by the Society or the Receiver or by any person for whose liability, act or omission the Society or the Receiver may be answerable, in connection with anything done or omitted under the Charge or any other document relating thereto, or in the exercise or purported exercise of the powers contained therein the transfer of charged property to and from the Society (including any handling, transfer or registration costs, taxes or interest), or in the holding, administration and transfer of charged property (including costs, charges and expenses incurred in holding, administering and transferring such property in, into, or out of or within any clearance or settlement system or securities depository), or, where the Society consents in accordance with the terms of the Charge, in the release of the charged property or its release in accordance with the terms of the Charge when the Company has no further obligations under any Covenant to Pay, or occasioned by any breach by the Company of any of its covenants or other obligations to the Society or any of its warranties or representations proving to be inaccurate when given or repeated pursuant to the Charge, or in consequence of any payment in respect of the monies and liabilities which the Company has covenanted to pay (whether made by the Company or a third person) being declared void or impeached for any reason whatsoever. The indemnity does not apply in respect of losses, actions, claims, costs, expenses, demands or liabilities arising from fraud, wilful default or negligence on the part of the Society or the Receiver.

All fees charged from time to time by the Society in connection with the holding, administration or transfer of the charged property or the substitution of Mortgaged Securities, including any charges relating to the exercise of the Society's powers under the Charge.

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Names and addresses of the mortgagees or persons entitled to the charge (cont.)

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**Short particulars of all the property mortgaged or charged (cont.)**

Dispose of the Mortgaged Securities or the Charged Cash or any interest therein or attempt or agree so to dispose or create or permit to exist over all or part of the Mortgaged Securities, the Charged Cash or any of the security deposit accounts (or any interest therein) any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, title transfer or retention arrangement or agreement, or any recovery interest whatsoever, however created or arising (other than a security interest constituted by the Charge or imposed on securities held in a clearance system, by a securities depository or by a securities sub-custodian of a kind which are routinely imposed) except with the prior written consent of the Society.

"Additional Securities" means further securities which may be transferred at any time by way of security in favour of the Society, such Additional Securities becoming part of the Mortgaged Securities and any cash which the Company may at any time deposit in a security deposit account, such cash becoming part of the Charged Cash.

"Charged Cash" means the amounts standing to the credit of security deposit accounts in the name of the Company, set up to provide security in favour of the Society.

"Covenants to Pay" mean each of the following Deeds of Covenant between the Society and the Company: Deed of Covenant relating to Amlin Corporate Member Limited dated 30 December 1999 as supplemented or varied from time to time; Deed of Covenant relating to AUT (No 2) Limited dated 29 May 1998 as supplemented or varied from time to time; Deed of Covenant relating to AUT (No 6) Limited dated 29 May 1998 as supplemented or varied from time to time; Deed of Covenant relating to AUT (No 7) Limited dated 29 May 1998 as supplemented or varied from time to time; Deed of Covenant relating to AUT (No 8) Limited dated 29 May 1998 as supplemented or varied from time to time; Deed of Covenant relating to AUT Delian Beta Limited dated 29 May 1998 as supplemented or varied from time to time; Deed of Covenant (Interavailable deposit relating to Delian Delta Limited and SBA Underwriting Limited) dated 29 May 1998 as supplemented or varied from time to time.

"Mortgaged Securities" means:

- (a) all the Securities described as such in the Charge
- (b) all Substitute Securities
- (c) all Securities purchased or subscribed with any Charged Cash
- (d) all Securities delivered by the Company in lieu of Securities purchased with Charged Cash
- (e) all Additional Securities
- (f) all other Securities and all rights, monies and property whatsoever, including without limitation, all dividends or other distributions and interest paid or payable thereon, which may at any time be derived from, accrue on or be offered in respect of, any of the Mortgaged Securities referred to in (a) to (e) above, whether by way of redemption, exchange, conversion, option, rights, bonus, preference, capital organisation or otherwise howsoever

Except for those from time to time released pursuant to the terms of the Charge.

References to Mortgaged Securities shall include (i) references to all existing and future certificates evidencing title and relating thereto and (ii) references to any part or kind thereof; and (iii) to the extent that Mortgaged Securities are evidenced by entries and accounts held with depositories, custodians, clearing systems (including, without limitation Euroclear and Clearstream International) or other similar persons in respect of fungible or specific securities, references to Mortgaged Securities shall include references to the proprietary and/or co-proprietary rights and other claims in respect of those fungible or specific securities evidenced by such entries.

"Securities" means shares, stocks, options, debenture, bonds, warrants, certificates and other securities;

"Substitute Securities" means all securities which the Company may from time to time substitute for all or any Mortgaged Securities.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03562457

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT TO AMEND A FIXED AND FLOATING CHARGE DATED 29th MAY 1998 DATED THE 29th APRIL 2002 AND CREATED BY AMLIN INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S ON ANY ACCOUNT WHATSOEVER 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 ON THE 4th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 2002.

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5/02



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —