

£13 105423 ✓

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

☒ **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 the
instrument Use form MR0

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration** within
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 accompanied by 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



RCS 11/11/2014 #19
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 03846493 ✓
Company name in full NAMECO (NO 340) LIMITED ✓

0176 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 07/11/2014 ✓

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 The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's ✓

Name The Beneficiaries (as defined on the continuation page)

Name See description at 1 on continuation page

Name See description at 2 on continuation page

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

MR01
Particulars of a charge

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	Continuation page Please use a continuation page if you need to enter more details
Description	N/A	

5	Fixed charge or fixed security	
	<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>	

6	Floating charge	
	<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 Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	

7	Negative Pledge	
/	<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>	

MR01
Particulars of a charge

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

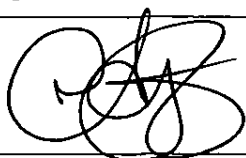
Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a charge



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 company's Registered Office address.

Contact name **Caroline Cobley**

Company name **Corporation of Lloyd's**

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 company'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 company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ 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 companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies 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 companies 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 NR 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

MR01 - continuation page

Particulars of a charge

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

Names of persons, security agents or trustees entitled to charge
(continued) -

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,

2 those to whom any Connected Company is obliged to provide or keep fully funded any and every Overseas Business Regulatory Deposit

"the Beneficiaries" means all the persons to whom a Connected Company 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 Connected Company's Lloyd's obligations,

"Connected Company", "Lloyd's obligation" and "Premiums Trust Deed" have the meaning given in the instrument,

"Overseas Business Regulatory Deposit" has the meaning given in the Premiums Trust Deed",

"Trust Deed" means any trust deed made between the Society and a Connected Company



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3846493

Charge code: 0384 6493 0176

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2014 and created by NAMECO (NO.340) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2014

Given at Companies House, Cardiff on 17th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**DEED OF VARIATION:
MEMBERSHIP AGREEMENT (CORPORATE MEMBER)**

THIS DEED OF VARIATION is made on 7 November 2014

BETWEEN

THE SOCIETY incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "**Society**";
and

Nameco (No. 340) Limited registered in England and Wales with number 3846493 and
whose registered office is at Nomina Plc, 85 Gracechurch Street, London, EC3V 0AA (the
"**Corporate Member**")

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

Signed

Dated

10/11/14.

WHEREAS:

- (A) Pursuant to the requirements of the Membership Byelaw, the Corporate Member entered into a membership agreement with the Society dated 1st January 2000 (the "**Membership Agreement**");
- (B) This Deed is supplemental to and should be read in conjunction with the Membership Agreement

NOW IT IS AGREED AS FOLLOWS:

1. The following provision shall be added at the end of clause 14 of the Membership Agreement as though it had been contained in the Membership Agreement at the date of execution.

15 CONNECTED COMPANIES

15.1 In this clause the following expressions shall have the following meanings.

"**Connected Company**" means any company which at the relevant time is a member of the Society and which is controlled by a person who also controls the Corporate Member,

"**Lloyd's obligation**" in relation to a member of the Society, means any underwriting obligation incurred by that member as an underwriting member of the Society 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 and in accordance with the provisions of which the Company or any of the other members is to carry to a trust fund all premiums received by that member or on that member's behalf

- 15.2** If at any time and from time to time a Connected Company 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
- (a) when so required by the Council, cease underwriting insurance business at Lloyd's or reduce the level of insurance business underwritten by it at Lloyd's to such level as the Council may specify,
 - (b) 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 Connected Company 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 Connected Company has failed to pay together with interest calculated in accordance with Clause 15 5,
 - (ii) 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 Connected Company has failed to pay together with interest calculated in accordance with Clause 15 5, 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.
- 15.3** Subject to any such assignment or charge as is mentioned in clause 15 2(b), 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
- 15.4** 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 15 2(b)
- 15.5** Sums payable by the Corporate Member under clause 15 2(b) shall bear interest which shall accrue from day to day at the rate of 2 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

2. This Deed shall be governed by and construed in accordance with the laws of England
3. Save as modified by this Deed, the Membership Agreement shall continue in full force and effect in all respects

IN WITNESS whereof the parties have executed this Deed of Variation as a deed on the date first above written

EXECUTED as a **DEED** for and
on behalf of
Nameco (No. 340) Limited
by:

)
)
)
)

[REDACTED]

Director

FOR AND ON BEHALF OF
NOMINA PLC

~~Director~~/Secretary

[REDACTED]

FOR AND ON BEHALF OF HAMPDEN LEGAL PLC

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

)
)
)
)

[SEAL]

Authorised Signatory

**The seal of the Corporation
of Lloyd's has been hereunto
affixed and this instrument
has been signed by**

[REDACTED]

Authorized Signatory