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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHWP000

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in bold black
capitals

For official use

LLP Number

OC330051

9

Full Name of Limited Liability Partnership

Nomina No 304 LLP ("the LLP")

Date of creation of the charge

1 January 2008

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

Deed of Adherence ("the Trust Deed") made between the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's ("the Society"), the LLP and Jeremy Wilfrid Thompson ("the Name")

(continued on Continuation Sheet No 1)

Amount secured by the mortgage or charge

All sums from time to time payable to the Trustees under the covenant of the LLP with the Trustees set out at clause 2 of the Trust Deed

(continued on Continuation Sheet No 1, page 2)

Signed

Date

13-1-2008

On behalf of [LLP][mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of

Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham

Kent ME4 4RN

Tel 01634 392000

E-mail

Lloyds-Market-Services-Membership-Arrangements@lloyds.com

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff



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16/01/2008

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COMPANIES HOUSE

WEDNESDAY

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

The Society of One Lime Street, London EC3M 7HA, the Trustees, the Beneficiaries and (subject always to the terms of the Principal Trust Deed)
(continued on Continuation Sheet No 1, page 3)

Short particulars of all the property mortgaged or charged

All the future profits of the Underwriting business of the LLP at Lloyd's, subject to any prior charge contained in the LLP's Premiums Trust Deed or any other trust deed or other instrument of the LLP at Lloyd's

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

Nil

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 LLP398 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 LLP 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 Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**

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FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC330051

Full Name of Limited Liability Partnership

Nomina No 304 LLP ("the LLP")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395) (note 1 for LLP410)

and expressed to be supplemental to ~~[an Individual Name's Lloyd's Deposit Trust Deed (General Interavailability)]~~ ~~[a Deed of Application]~~ ~~[a Security and Trust Deed (Interavailable)]~~ ("the Principal Trust Deed") dated 1 January 2008 and made between the Society and the Name

In this Form

"the Beneficiaries" means both the Name's Beneficiaries and the LLP's Beneficiaries

"the Name's Beneficiaries" means all the persons to whom the Name is or may at any time before the Termination Date become financially liable by reason of any default in respect of any of the Name's Lloyd's obligations

"the LLP's Beneficiaries" means all the persons to whom the LLP was at the date of execution of the Trust Deed or may at any time thereafter before the Termination Date become financially liable by reason of any default in respect of any of the LLP's Lloyd's obligations

"Lloyd's obligations" means in relation to an underwriting member all underwriting obligations incurred by that member as an underwriting member of the Society at any time before the relevant Termination Date and includes obligations to the Society and the Trustees and obligations arising under

- (a) the byelaws regulations rules directions or other requirements of the Society and
- (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 of the said underwriting obligations in favour of the person giving such guarantee or other security

"the Premiums Trustees" in relation to either Underwriting Member means the trustees for the time being of the Premiums Trust Deed of that Underwriting Member

"Premiums Trust Deed" in relation to either Underwriting Member means the deed or deeds (in a form for the time being required by the Council) made or to be made between the Underwriting Member and the Society declaring trusts upon which the premiums and other moneys received by or on behalf of the Underwriting Member in connection with insurance business other than long term business are to be held

"Termination Date" means the 20th anniversary of the death of the Name

"the Trustees" means the Society or other trustees or trustee for the time being of the Principal Trust Deed

"Underwriting Member" means either the LLP or the Name

Amount due or owing on the mortgage or charge (continued)

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*Please
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (i) the LLP's Premiums Trustees and (subject always to the terms of the Principal Trust Deed and of the LLP's Premiums Trust Deed) those to whom any losses, claims, returns of premiums, reinsurance premiums, expenses, obligations and other "Permitted Trust Outgoings" set out in clause 3(a) of and paragraph 1 of Schedule 3 to the LLP's Premiums Trust Deed are payable or become or may become payable, and
- (ii) the Name's Premiums Trustees and (subject always to the terms of the Principal Trust Deed and the Name's 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 Name's Premiums Trust Deed are payable or become or may become payable

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC330051

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADHERENCE ("THE TRUST DEED") MADE BETWEEN THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S (THE "SOCIETY"), THE LLP AND JEREMY WILFRID THOMPSON DATED THE 1st JANUARY 2008 AND CREATED BY NOMINA NO 304 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO THE SOCIETY, THE TRUSTEES, THE BENEFICIARIES AND CERTAIN OTHER PERSONS OR BODIES AS DEFINED 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 16th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2008

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES