



Registration of a Charge

Company name: **ROMSEY UNDERWRITING LIMITED**

Company number: **03825685**



X8X6AQE2

Received for Electronic Filing: **22/01/2020**

Details of Charge

Date of creation: **21/01/2020**

Charge code: **0382 5685 0209**

Persons entitled: **THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S
ALL THE PERSONS TO WHOM THE NAMECO 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 NAMECO'S LLOYD'S OBLIGATIONS
SUBJECT ALWAYS TO THE TERMS OF ANY TRUST DEED AND OF ANY PREMIUMS TRUST DEED), THOSE TO WHOM ANY LOSSES, CLAIMS, EXPENSES AND OTHER "PERMITTED TRUST OUTGOINGS" SET OUT IN PARAGRAPH 1 OF SCHEDULE 3 TO THE PREMIUMS TRUST DEED ARE OR BECOME PAYABLE
THOSE TO WHOM THE NAMECO IS OBLIGED TO PROVIDE OR KEEP FULLY FUNDED ANY AND EVERY OVERSEAS BUSINESS REGULATORY DEPOSIT**

There are more than four persons entitled to the charge.

Brief description: **N/A**

Contains floating charge(s) .

Authentication of Form

Authentication of Instrument

Certification statement: **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.**

Certified by: **CLAIRE SHEAHAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3825685

Charge code: 0382 5685 0209

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2020 and created by ROMSEY UNDERWRITING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2020 .

Given at Companies House, Cardiff on 23rd January 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF UNDERTAKING

THIS DEED OF UNDERTAKING is made the 21st day of January 2020

MADE BY: -

- (1) THE SOCIETY incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")
- (2) WHITTLE MARTIN UNDERWRITING LIMITED (membership no. 054385A) (the "Nameco")
- (3) THE MEMBERS OF LLOYD'S IDENTIFIED IN THE SCHEDULE HERETO (hereinafter referred to as "the Helios Members" and each "a Helios Member")

WHEREAS: -

- (A) Helios Underwriting plc is the sole shareholder of each Helios corporate member, and the sole shareholder of Helios UTG Partner Ltd, which is a member of the Helios LLPs.
- (B) Helios Underwriting plc is or will shortly become the sole shareholder of the Nameco, which underwrites insurance business as a member of the Society.

The Helios Members and the Nameco **HEREBY UNDERTAKE AND AGREE** with the Society as follows:

1. In this clause the following expressions shall have the following meanings:

"**Council**" means the Council of Lloyd's, including its delegates and persons by whom it acts;

"**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;

"**New Central Fund**" means the fund held or to be held, managed and applied by the Society pursuant to the New Central Fund Byelaw (No. 23 of 1996);

"**Premiums Trust Deed**" means the trust deed executed or to be executed by a Helios Member or the Nameco (as the case may be) and the Society in the form for the time being required by the Council and in accordance with the provisions of which a Helios Member or the Nameco (as the case may be) or

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

21/1/2020
Dated

any of the other members is to carry to a trust fund all premiums received by that member or on that member's behalf;

"Premiums Trust Fund" means the trust fund to which all premiums received by or on behalf of a Helios Member or the Nameco (as the case may be) in respect of the business of underwriting and related activities carried on by that member are required to be transferred.

Undertaking of each Helios Member

2. If at any time and from time to time the Nameco fails to discharge a Lloyd's obligation then, except to the extent that the relevant Lloyd's obligation is otherwise discharged, each Helios Member shall, subject to any charge over, and assignment by it of, the future profits of its underwriting business at Lloyd's contained in any trust deed or other instrument to which it is a party pursuant to the requirements of the Council relating to the provision of funds at Lloyd's:
 - (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 Nameco has failed to pay together with interest calculated in accordance with clause 7 of this undertaking;
 - (ii) pay to the Society by way of contribution to the New Central Fund out of the amounts thereafter received by it out of the Premiums Trust Fund an amount equal to the amount which the Nameco has failed to pay together with interest calculated in accordance with clause 7 of this undertaking, and so that the amount payable under this paragraph has been fully discharged it shall immediately apply all sums received by it from the Premiums Trust Deed in or towards the discharge of that amount and for no other purpose.
3. Subject to any such assignment or charge as is mentioned in clause 2(i), each Helios 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 the 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 it out of the Premiums Trust Fund to be received by any other person.

Undertaking of the Nameco

4. If at any time and from time to time a Helios Member fails to discharge a Lloyd's obligation then, except to the extent that the relevant Lloyd's obligation is otherwise discharged, the Nameco shall, subject to any charge over, and assignment by it of, the future profits of its underwriting business at Lloyd's contained in any trust deed or other instrument to which it is a party pursuant to the requirements of the Council relating to the provision of funds at Lloyd's:
 - (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 relevant Helios Member has

failed to pay together with interest calculated in accordance with clause 7 of this undertaking;

- (ii) pay to the Society by way of contribution to the New Central Fund out of the amounts thereafter received by it out of the Premiums Trust Fund an amount equal to the amount which the relevant Helios Member has failed to pay together with interest calculated in accordance with clause 7 of this undertaking, and so that the amount payable under this paragraph has been fully discharged it shall immediately apply all sums received by it from the Premiums Trust Deed in or towards the discharge of that amount and for no other purpose.

5. Subject to any such assignment or charge as is mentioned in clause 4(i), the Nameco 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 the 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 it out of the Premiums Trust Fund to be received by any other person.
6. The Helios Members and/or the Nameco shall promptly execute such documents and take such other steps as may be reasonably be required by the Society to perfect any assignment to be made pursuant to clause 2(i) or clause 4(i).
7. Sums payable by a Helios Member under clause 2 or by the Nameco under clause 4 shall bear interest which shall accrue from day to day after the due date for payment at a 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 elect. For the purposes of this clause, the "due date for payment" means the date specified by the Society in its demand under clause 2 or clause 4 as appropriate.
8. This undertaking shall be governed by and construed in accordance with the laws of England.

SCHEDULE
THE HELIOS MEMBERS

Name	Membership no.
<i>The Helios corporate members</i>	
Nameco (No 346) Limited	054597H
Nameco (No. 917) Limited	055048B
Devon Underwriting Limited	053673X
Charmac Underwriting Limited	054297J
Pooks Limited	054267L
Nottus (No.51) Limited	054048C
Chapman Underwriting Company Limited	054288L
Llewellyn House Underwriting Limited	054550G
Advantage DCP Ltd	056445G
Romsey Underwriting Limited	054532L
Nameco (No. 408) Limited	054659Q
<i>The Helios LLPs</i>	
Salviscount LLP	055125X
Inversanda LLP	056405D
Fyshe Underwriting LLP	055378X
Nomina No. 505 LLP	055702Z
Nomina No. 321 LLP	055426E

IN WITNESS whereof this undertaking has been duly executed as a deed

EXECUTED as a DEED by:

THE COMMON SEAL OF
THE SOCIETY OF LLOYD'S

was hereunto affixed in the presence of

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

Authorised Signatory

Authorised Signatory

[SEAL]

EXECUTED as a DEED
and DELIVERED BY
WHITTLE MARTIN
UNDERWRITING LIMITED
acting by two Directors/
a Director and the Secretary

Director

Director/Secretary

EXECUTED as a DEED
and DELIVERED BY NAMECO
(No. 346) LIMITED
acting by two Directors/
a Director and the Secretary

Director

Director/Secretary

EXECUTED as a DEED
and DELIVERED BY NAMECO
(No. 917) LIMITED
acting by two Directors/
a Director and the Secretary

Director

Director/Secretary

EXECUTED as a DEED
and DELIVERED BY DEVON
UNDERWRITING LIMITED
acting by two Directors/
a Director and the Secretary

Director

Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY CHARMAC)
UNDERWRITING LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director

Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY POOKS)
LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director

Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY NOTTUS)
(No. 51) LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director

Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY CHAPMAN)
UNDERWRITING COMPANY)
LIMITED acting by two Directors/)
a Director and the Secretary)

Director

Director/Secretary

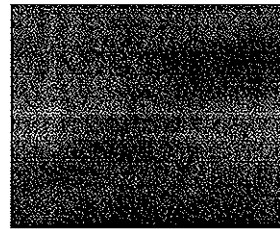
EXECUTED as a DEED)
and DELIVERED BY LLEWELLYN)
HOUSE UNDERWRITING LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director

Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY)
ADVANTAGE DCP LTD)
acting by two Directors/)
a Director and the Secretary)

Director



Director/Secretary



Richard Pearce
Director

EXECUTED as a DEED)
and DELIVERED BY ROMSEY)
UNDERWRITING LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director



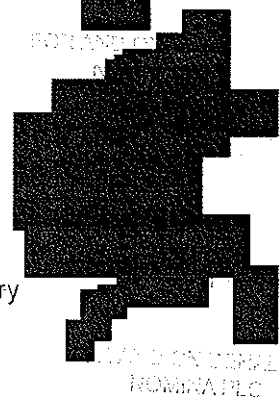
Director/Secretary



Richard Pearce
Director

EXECUTED as a DEED)
and DELIVERED BY NAMECO)
(No. 408) LIMITED)
acting by two Directors/)
a Director and the Secretary)

Director



Director/Secretary



Richard Pearce
Director

EXECUTED as a DEED by:
SALVISCOUNT LLP
acting by its Members

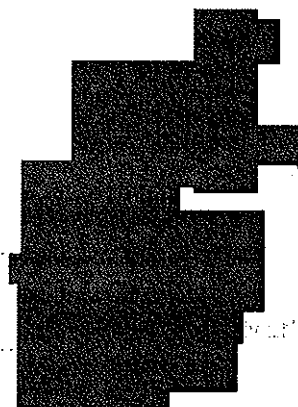
NOMINA DESIGNATED MEMBER No. 1 LTD
[.....]

and NOMINA DESIGNATED MEMBER No. 2 LTD
[.....]

[.....]

[Signature of Member]

[Signature of Member]



Richard Pearce
Director

Richard Pearce
Director

EXECUTED as a DEED by:
INVERSANDA LLP
acting by its Members

NOMINA DESIGNATED MEMBER No. 1 LTD
[.....]

and

NOMINA DESIGNATED MEMBER No.
[.....]

[Signature of Member]

[Signature of Member]

EXECUTED as a DEED by:
FYSHE UNDERWRITING LLP
acting by its Members

NOMINA DESIGNATED MEMBER No. 1 LTD
[.....]

and

NOMINA DESIGNATED MEMBER No. 2 LTD
[.....]

[Signature of Member]

[Signature of Member]

EXECUTED as a DEED by:
NOMINA NO. 505 LLP
acting by its Members

NOMINA DESIGNATED MEMBER No. 1 LTD
[.....]

and

NOMINA DESIGNATED MEMBER No. 2 LTD
[.....]

[Signature of Member]

[Signature of Member]

EXECUTED as a DEED by:
NOMINA No. 321 LLP
acting by its Members

[NOMINA DESIGNATED MEMBER No. 1 LTD.....]

and

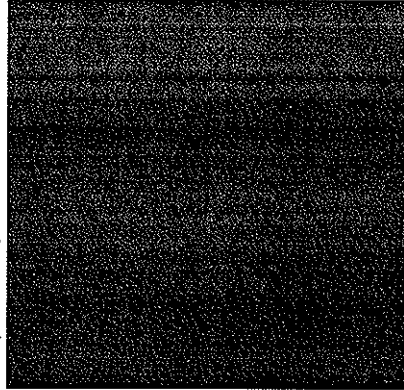
NOMINA DESIGNATED MEMBER No. 2.....]

J.P.N.C.

[Signature of Member]

J.P.N.C.

[Signature of Member]



W. J. P. N. C. (faint signature)

W. J. P. N. C. (faint signature)

