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

MR01
Particulars of a charge

Companies House

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 there is no 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 21 days** beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is accor 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

FRIDAY

R39Y72SI
RCS 13/06/2014 #157
COMPANIES HOUSE

1 Company details

For official use 95

Company number	0 5 2 3 4 7 3 2
Company name in full	NAMECO (NO 917) LIMITED

→ **Filling 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	d 0 9 m 0 6 y 2 0 1 4

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 Trustees (as defined in the instrument)
Name	The Beneficiaries (as defined in the instrument)
Name	The Premiums Trustees (as defined in the instrument)

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

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

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

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

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

☐ **Yes**

☑ **No**

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 N R 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

This form has been provided free of charge by Companies House

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

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 the LLP is obliged to provide or keep fully funded any and every Overseas Business Regulatory Deposit

"the Beneficiaries" means all the persons to whom the LLP 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 LLP's Lloyd's obligations,

"the LLP", "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 the LLP

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5234732

Charge code: 0523 4732 0095

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2014 and created by NAMECO (NO. 917) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2014.

P

Given at Companies House, Cardiff on 18th June 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

MS|JS|055440G

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 12/6/14

DEED OF UNDERTAKING

THIS DEED OF UNDERTAKING is made the 9th day of June 20 14

MADE BY: -

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

(2) **NOMINA NO. 372 LLP** (membership no 055440G) (the "LLP") OC 330576

(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 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 Each of the Helios Members underwrites insurance business as a member of the Society

(B) Helios UTG Partner Ltd is or will shortly become a member of the LLP, which also underwrites insurance business as a member of the Society

The Helios Members and the LLP **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 (among other parties) a Helios Member or the LLP (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 LLP (as the case may be) 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,

"Premiums Trust Fund" means the trust fund to which all premiums received by or on behalf of a Helios Member or the LLP (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 LLP 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 LLP 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 LLP 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 LLP

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 LLP 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 LLP 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 LLP 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 LLP 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.
The Helios corporate members	
Bernul Limited	054317S
Halperin Underwriting Limited	054327B
Hampden Corporate Member Limited	055506F
Nameco (No 229) Limited	054393J
Nameco (No 321) Limited	054572S
Nameco (No 365) Limited	054616S
Nameco (No 518) Limited	054775F
Nameco (No 605) Limited	054842V
Nameco (No 804) Limited	054913A
Nameco (No 917) Limited 05234732	055048B
The Helios LLPs	
Nomina No 035 LLP	055093J
Nomina No 342 LLP	055486A
Nomina No 380 LLP	055494J

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

[redacted]

Mr L Savage
Authorised Signatory

Authorised Signatory [SEAL]

EXECUTED as a **DEED** by
NOMINA NO 372 LLP
acting by its Members

[redacted]

[DESIGNATED MEMBER NO 1 LTD]

[redacted]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

and

[DESIGNATED MEMBER NO 2 LTD]

[redacted]

[*Signature of Member*]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

[*Signature of Member*]

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

[redacted]

Director

[redacted]

Director/Secretary

[redacted]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

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

[redacted]

Director

[redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY HAMPDEN**)
CORPORATE MEMBER LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director [redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO. 229) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director [redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO. 321) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director [redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO. 365) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director [redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO. 518) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director

[redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO. 605) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director

[redacted]

Director/Secretary

FOR AND ON BEHALF OF
[redacted]

EXECUTED as a **DEED**)
and **DELIVERED BY**)
NAMECO (NO 804) LIMITED)
acting by two Directors/)
a Director and the)
Secretary)
)

[redacted]

Director

[redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

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

[redacted]

Director

[redacted]

Director/Secretary

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

EXECUTED as a **DEED** by
NOMINA NO. 035 LLP
acting by its Members

[**NOMINA DESIGNATED MEMBER No**

and

NOMINA DESIGNATED MEMBER No. 2 LTD
[ ]

[*Signature of Member*]

[*Signature of Member*]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

NOMINA NO. 380 LLP
acting by its Members

NOMINA DESIGNATED MEMBER No. 1 L
[

and

NOMINA DESIGNATED MEMBER No. 2 LTD
[ ]

[*Signature of Member*]

[*Signature of Member*]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

NOMINA NO. 380 LLP
acting by its Members

[**NOMINA DESIGNATED MEMBER**

and

NOMINA DESIGNATED MEMBER No 2 LTD
[ ]

[*Signature of Member*]

[*Signature of Member*]

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC

FOR AND ON BEHALF OF
HAMPDEN LEGAL PLC