

V 091260113.

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

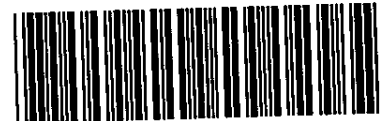
You may not use this form to
register a charge where there is no
instrument. Use form MR08

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

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If 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. This will be scanned and placed on the public record.



R2N6KY2Y

RCS

14/12/2013

#122

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 8 2 0 6 4 0 2

Company name in full Fidentia (No 015) Limited

8 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 0 5 1 2 2 0 1 3

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

MRO1

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	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
----------	---------------------------------------	--	--

6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
----------	------------------------	---	--

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

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



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 Linnenhall, 32-38 Linnenhall 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

MR01 - continuation page

Particulars of a charge

4	Description
	<p>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</p>
Description	<p>Names of persons, security agents or trustees entitled to charge (continued) -</p> <p>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,</p> <p>2 those to whom the LLP is obliged to provide or keep fully funded any and every Overseas Business Regulatory Deposit</p> <p>"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,</p> <p>"the LLP", "Lloyd's obligation" and "Premiums Trust Deed" have the meaning given in the instrument,</p> <p>"Overseas Business Regulatory Deposit" has the meaning given in the Premiums Trust Deed,</p> <p>"Trust Deed" means any trust deed made between the Society and the LLP</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8206402

Charge code: 0820 6402 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2013 and created by FIDENTIA (NO 015) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2013.

P

Given at Companies House, Cardiff on 18th December 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

395

055168F

Return to
Bee

DEED OF UNDERTAKING

THIS DEED OF UNDERTAKING is made the 5 day of December 20 13

MADE BY: -

- (1) **THE SOCIETY** incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")
- (2) **FIDENTIA (NO. 15) LIMITED** (membership no 056164L) (the "Nameco")
- (3) **CRESTA RUN LLP** (membership no 055168F) (the "LLP")

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

WHEREAS: -

- (A) Wardsend Limited is the sole shareholder of the Nameco, which is an existing underwriting member of the Society
- (B) Wardsend Limited is also or will shortly become a member of the LLP, which is an existing underwriting member of the Society

J. Hopper
Signed

12/12/13
Dated

The Nameco 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) the Nameco 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 the Nameco 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 the Nameco 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 the Nameco

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, 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 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), 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

Undertaking of the LLP

4. 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, 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 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

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 Nameco 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 the Nameco 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

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 Lloyds has been hereunto
affixed and this Instrument
has been signed by

Authorised Signatory

Mr L Savage [SEAL]
Authorised Signatory

**EXECUTED as a DEED
and DELIVERED BY
FIDENTIA (NO. 15) LIMITED**

acting by ~~two Directors/~~
a Director and the
Secretary

)
)
)
)
)
)
)

[Redacted Signature]

[Redacted Signature]

**FOR FIDENTIA
TRUSTEES LIMITED**

[Redacted Signature]

[Redacted Signature]

**FOR FIDENTIA
NOMINEES LIMITED**

Director

Director/Secretary

**EXECUTED as a DEED by
CRESTA RUN LLP
acting by its Members**

[FIDENTIA
TRUSTEES LIMITED]

and

[FIDENTIA
NOMINEES LIMITED]

[Signature of Member]

[Redacted Signature]

[Redacted Signature]

**FOR FIDENTIA
TRUSTEES LIMITED**

[Signature of Member]

[Redacted Signature]

[Redacted Signature]

**FOR FIDENTIA
NOMINEES LIMITED**