

MG01

Particulars of a mortgage or charge



177840

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



A06

\*A26DXC6X\*

16/04/2013

#248

COMPANIES HOUSE

**1 Company details**

Company number 03637423

Company name in full Bernasco Underwriting Limited (Borrower)

288 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d0 d5 m0 m4 y2 y0 y1 y3

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture between amongst others, the Borrower and the Lender (as  
defined in part 5) (Debenture)

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations which the Borrower may at any time  
have to the Lender under or pursuant to the Finance  
Documents (including the Debenture) including any  
liability in respect of any further advances made  
under the Finance Documents, whether present or  
future, actual or contingent (and whether incurred  
solely or jointly and whether as principal or as  
surety or in some other capacity) and the Borrower  
shall pay to the Lender when due and payable every  
sum at any time owing, due or incurred by the  
Borrower to the Lender, in respect of any such  
liabilities,  
Cont

**Continuation page**

Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

**5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name	Lloyds TSB Bank plc (Lender)									
Address	10 Gresham Street									
	London									
Postcode	E	C	2	V		7	A	E		
Name										
Address										
Postcode										

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

Pursuant to the Debenture, the Borrower

(a) charged the payment and discharge of the Dollar Obligations of the Borrower with full title guarantee in favour of the Lender, by way of first fixed charge (if and to the extent that such assets are liable in the future to become comprised in that part of the Lloyd's Dollar Trust Fund of the Borrower in relation to which the Managing Agent has power to give directions under the American Instrument) all rights, title and interest of the Borrower in and to

(1) the benefit of the relevant Specified Syndicate Reinsurances not otherwise expressed to be charged by the Debenture or by any other document under which security is given by any person for the payment and discharge of the Dollar Obligations of the Borrower, and

(11) the benefit of any letter of credit, guarantee, deposit or security issued, made or given in respect of the performance of a reinsurer's obligations thereunder, and

(b) charged the payment and discharge of the Sterling Obligations of the Borrower, with full title guarantee in favour of the Lender, by way of first fixed charge (if and to the extent that such assets are liable in the future to become comprised in that part of the Lloyd's Premiums Trust Fund of the Borrower in relation to which the Managing Agent has power to give directions under the Lloyd's Premiums Trust Deed) all rights, title and interest of the Borrower in and to

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **HOWETA**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode **M 2 3 A B**

Country

DX **14301 Manchester**

Telephone **0161 934 6000**



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>provided that neither any covenant contained in nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for the proviso contained in clause 2.1 of the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law</p> <p>In this form MG01, the following terms shall have the following meanings.</p> <p><b>American Instrument</b> means, in relation to the Borrower, either the Lloyd's American Instrument 1995 (General Business of Individual Members) or the Lloyd's American Instrument 1995 (General Business of Corporate Members), being supplemental as regards the Borrower to its Lloyd's Premiums Trust Deed for general business applicable for such year or years of account from and including the 1995 year of account for which the Borrower has conducted such business (and, where the Borrower has more than one such Premiums Trust Deed, each of the same), according to whether the Borrower is an individual member or a corporate member</p> <p><b>Dollar Trustees</b> means the trustees for the time being of the American Instrument, designated in respect of the Managing Agent as the Managing Agent's Dollar Trustees</p> <p><b>Facility Agreement</b> means the facility agreement dated on or about the date of the Debenture between the Underwriting Members of Lloyd's comprising Syndicate No 5820 as constituted for the 2012 year of account, the Underwriting Members of Lloyd's comprising Syndicate No 5820 as constituted for the 2013 year of account, the Dollar Trustees, the Sterling Trustees, the Managing Agent and the Lender as amended, varied, novated or supplemented from time to time</p> <p><b>Finance Documents</b> means the Facility Agreement, the Debenture, any other Security Document (as defined in the Facility Agreement) and any other document designated as a Finance Document by the Lender and the Managing Agent</p> <p><b>Lloyd's Premiums Trust Deed</b> means a trust deed in the form for the time being required and approved by Lloyd's constituting an approved premiums trust deed</p> <p><b>Managing Agent</b> means Jubilee Managing Agency Limited a limited company registered in England and Wales with company number 04434499 whose registered office is at 47 Mark Lane, London EC3R 7QQ</p> <p><b>Sterling Trustees</b> means the trustees for the time being of Lloyd's Premiums Trust Deed for general business applicable for such year or years of account from and including the 2012 year of account for which the Borrowing Group had conducted such business (and, where the Borrower has more than one such Lloyd's Premiums Trust Deed, each of the same), designated in respect of the Managing Agent as the Managing Agent's Sterling Trustees</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(1) the benefit of the relevant Specified Syndicate Reinsurances not otherwise expressed to be charged by the Debenture or by any other document under which security is given by any person for the payment and discharge of the Sterling Obligations of the Borrower, and

(11) the benefit of any letter of credit, guarantee, deposit or security issued, made or given in respect of the performance of a reinsurer's obligations thereunder

**NB - Negative Pledge** The Borrower undertook that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted under the Facility Agreement.

In this form MG01, the following terms shall have the following meanings.

**Borrowing Group** means the Underwriting Members of Lloyd's comprising Syndicate No. 5820 as constituted for the 2013 year of account

**Charged Property** means all the assets and undertaking of the Borrower which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Debenture

**Dollar Obligations** means, in relation to the Borrower, all sums and liabilities to be paid and discharged by the Borrower that are the subject of the covenant set out in clause 2 1 (Covenant to Pay) of the Debenture and subject as provided in clause 2 4 (Amount of Members' Obligations) of the Debenture, where the same relate to New American Business

**Lloyd's** means the Society Incorporated by Lloyd's Act 1871 by the name of Lloyd's

**Lloyd's Dollar Trust Fund** means, in relation to the Borrower, the dollar trust fund constituted by the American Instrument of the Borrower in accordance with the provisions thereof

**Lloyd's Premiums Trust Fund** means, in relation to the Borrower, the premiums trust fund constituted by the Lloyd's Premiums Trust Deed of the Borrower in accordance with the provisions thereof

**New American Business** means the Borrower's New American Business within the meaning of the American Instrument 1995

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Specified Syndicated Reinsurances** means all contracts of reinsurance taken out on behalf of the Syndicate, whether before or at any time after the date of the Debenture, which reinsure risks insured by the Borrowing Group, particulars of which are now or may hereafter be specified in Annex 1 (Specified Syndicate Reinsurances) of the Debenture

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

**Sterling Obligations** means, in relation to the Borrower, all sums and liabilities to be paid and discharged by the Borrower that are the subject of the covenant set out in clause 2 1 (Covenant to Pay) of the Debenture and subject as provided in clause 2 4 (Amount of Members Obligations) of the Debenture whether the same relate to New American Business and/or other business

**Syndicate** means Syndicate No 5820 at Lloyd's



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3637423  
CHARGE NO. 288**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013  
AND CREATED BY BERNASCO UNDERWRITING LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 16 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2013

DX



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES