



Registration of a Charge

Company Name: **CLIFTON 2011 LIMITED**

Company Number: **07369980**



Received for filing in Electronic Format on the: **16/05/2022**

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Details of Charge

Date of creation: **13/05/2022**

Charge code: **0736 9980 0014**

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

This form was authorised by: **a person with an interest in the registration of the charge.**

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: **CAROLINE COBLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7369980

Charge code: 0736 9980 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2022 and created by CLIFTON 2011 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2022 .

Given at Companies House, Cardiff on 18th May 2022

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 13 day of MAY 2022.

MADE BY: -

- (1) **THE SOCIETY** incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")
- (2) **QUEENSBERRY UNDERWRITING LIMITED** (membership no. 054511L) (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

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
Chapman Underwriting Company Limited	054288L
Romsey Underwriting Limited	054532L
Catbang 926 Limited	055238B
Chanterelle Underwriting Limited	054699X
Exalt Underwriting Limited	054529D
Queensberry Underwriting Limited	054511L
Nameco (No. 1110) Limited	056248F
Clifton 2011 Limited	055981D
<i>The Helios LLPs</i>	
Nomina No 348 LLP	055492N
Duffy LLP	056564D
Nomina No 110 LLP	055193C
Nomina No 472 LLP	055640N

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
was hereunto affixed in the
presence of

Authorised Signatory

[SEAL]

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

Director

DocuSigned by:

Director/Secretary

DocuSigned by:

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

DocuSigned by:
Director

DocuSigned by:
Director/Secretary

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

DocuSigned by:
Director

DocuSigned by:
Director/Secretary

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

DocuSigned by:
Director

DocuSigned by:
Director/Secretary

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

DocuSigned by:
Director

DocuSigned by:
Director/Secretary

EXECUTED as a DEED)
and DELIVERED BY)
CATBANG 926 LIMITED)
acting by two Directors/)
a Director and the Secretary)

DocuSigned by:
Director

DocuSigned by:
Director/Secretary

EXECUTED as a DEED
and DELIVERED BY
CHANTERELLE UNDERWRITING LIMITED

acting by two Directors/
a Director and the Secretary

Director

DocuSigned by:



Director/Secretary

DocuSigned by:



EXECUTED as a DEED
and DELIVERED BY
Exalt Underwriting LIMITED

acting by two Directors/
a Director and the Secretary

Director

DocuSigned by:



Director/Secretary

DocuSigned by:



EXECUTED as a DEED
and DELIVERED BY
NAMECO (NO. 1110) LIMITED

acting by two Directors/
a Director and the Secretary

Director

DocuSigned by:



Director/Secretary

DocuSigned by:



EXECUTED as a DEED
and DELIVERED BY
CLIFTON 2011 LIMITED

acting by two Directors/
a Director and the Secretary

Director

DocuSigned by:



Director/Secretary

DocuSigned by:



EXECUTED as a DEED by:
NOMINA No. 348 LLP
acting by its Members

Nomina Designated Member No 1 & 2 Ltd - Jeremy Evans, Director
[.....]

and

Nomina Designated Member No 1 & 2 Ltd - David White, Director, on behalf of Nomina Plc
[.....]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

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

Nomina Designated Member No 1 & 2 Ltd - Jeremy Evans, Director
[.....]

and

Nomina Designated Member No 1 & 2 Ltd - David White, Director, on behalf of Nomina Plc
[.....]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

EXECUTED as a DEED by:
NOMINA No. 110 LLP
acting by its Members

Nomina Designated Member No 1 & 2 Ltd - Jeremy Evans, Director
[.....]

and

Nomina Designated Member No 1 & 2 Ltd - David White, Director, on behalf of Nomina Plc
[.....]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

[Signature of Member]

DocuSigned by:
[Redacted Signature]

EXECUTED as a **DEED** by:
NOMINA No. 472 LLP
acting by its Members

Nomina Designated Member No 1 & 2 Ltd - Jeremy Evans, Director
[.....]

and

Nomina Designated Member No 1 & 2 Ltd - David White, Director, on behalf of Nomina Plc
[.....]

[*Signature of Member*]

DocuSigned by:
[Redacted Signature]

[*Signature of Member*]

DocuSigned by:
[Redacted Signature]