



Registration of a Charge

Company Name: **HELIOS LLV FIVE LIMITED**

Company Number: **15175685**



Received for filing in Electronic Format on the: **13/11/2023**

XCG851NL

Details of Charge

Date of creation: **08/11/2023**

Charge code: **1517 5685 0002**

Persons entitled: **THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S
ALL THE PERSONS TO WHOM THE HELIOS MEMBER 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 HELIOS MEMBER'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 HELIOS 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: **ALEXA HIRST-AMOS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 15175685

Charge code: 1517 5685 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2023 and created by HELIOS LLV FIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2023 .

Given at Companies House, Cardiff on 14th November 2023

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 8th day of November 20 23.

MADE BY: -

- (1) **THE SOCIETY** incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society");
- (2) **THE MEMBERS OF LLOYD'S IDENTIFIED IN PART ONE OF THE SCHEDULE HERETO** (hereinafter referred to as "the New Helios LLVs" and each "a New Helios LLV");
- and
- (3) **THE MEMBERS OF LLOYD'S IDENTIFIED IN PART TWO OF THE SCHEDULE HERETO** (hereinafter referred to as "the Helios LLPs" and each "a Helios LLP")

WHEREAS: -

- (A) Helios Underwriting plc is the sole shareholder of each New Helios LLV, and the sole shareholder of Helios UTG Partner Ltd, which is a member of the Helios LLPs.
- (B) The New Helios LLVs are being admitted as members of the Society from the 2024 Year of Account.

The New Helios LLVs and the Helios LLPs **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 New Helios LLV or a Helios 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 New Helios LLV or a Helios 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 New Helios LLV or a Helios 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 New Helios LLV

2. If at any time and from time to time a Helios LLP fails to discharge a Lloyd's obligation then, except to the extent that the relevant Lloyd's obligation is otherwise discharged, each New Helios LLV 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 Helios 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 Helios 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 New Helios LLV 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.

Undertakings of the Helios LLPs

4. If at any time and from time to time a New Helios LLV fails to discharge a Lloyd's obligation then, except to the extent that the relevant Lloyd's obligation is otherwise discharged, a Helios 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 New Helios LLV 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 New Helios LLV 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), each Helios 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 New Helios LLVs and/or the Helios LLPs 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 New Helios LLV under clause 2 or by a Helios 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

Part One

Name	Membership no.
<i>The New Helios LLVs</i>	
Helios LLV One Limited	056937C
Helios LLV Two Limited	056942G
Helios LLV Three Limited	056941Z
Helios LLV Four Limited	056935F
Helios LLV Five Limited	056934X
Helios LLV Six Limited	056939Z
Helios LLV Seven Limited	056938K
Helios LLV Eight Limited	056933J

Part Two

<i>The Helios LLPs</i>	
Nomina No. 110 LLP	055193C
Nomina No. 348 LLP	055492N
Nomina No. 472 LLP	055640N
Helios LLV Nine LLP	056936Q
Helios LLV Ten LLP	056940K

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

EXECUTED as a DEED by:
THE COMMON SEAL OF the Corporation
THE SOCIETY OF LLOYD'S
was hereunto affixed in the presence of
[REDACTED]

Authorised Signatory

Authorised Signatory

[SEAL]

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

Director

Director/Secretary

For and on behalf of Argenta Secretariat Limited

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

Director

Director/Secretary

For and on behalf of Argenta Secretariat Limited

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

Director

Director/Secretary

For and on behalf of Argenta Secretariat Limited

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

Director

Director/Secretary

For and on behalf of Argenta Secretariat Limited

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

Director [REDACTED]

Director/Secretary [REDACTED]

For and on behalf of Argenta Secretariat Limited

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

Director [REDACTED]

Director/Secretary [REDACTED]

For and on behalf of Argenta Secretariat Limited

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

Director [REDACTED]

Director/Secretary [REDACTED]

For and on behalf of Argenta Secretariat Limited

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

Director [REDACTED]

Director/Secretary [REDACTED]

For and on behalf of Argenta Secretariat Limited


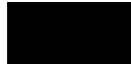
EXECUTED as a DEED by:
NOMINA No. 110 LLP
acting by its Members

Nomina Designated Member No.1 Limited

and

Nomina Designated Member No.2 Limited

[Signature of Member]



[Signature of Member]



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

Nomina Designated Member No.1 Limited

and

Nomina Designated Member No.2 Limited

[Signature of Member]



[Signature of Member]



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

Nomina Designated Member No.1 Limited

and

Nomina Designated Member No.2 Limited

[Signature of Member]



[Signature of Member]



EXECUTED as a DEED by:
HELIOS LLV NINE LLP
acting by its Members

Argenta Continuity Limited
and

Helios Utg Partner Limited

[Signature of Member]



[Signature of Member]



EXECUTED as a DEED by:
HELIOS LLV TEN LLP
acting by its Members

Argenta Continuity Limited
and

Helios Utg Partner Limited

[Signature of Member]



[Signature of Member]

