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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

113 1 1

3751810

Name of company

CBS UNDERWRITING LTD

Date of creation of the charge

22 FEBRUARY 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Adherence ("the Trust Deed") made between The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society") of One Lime Street, London, the Company and

RODNEY STUART HEMPHILL

("the Name")

(See Continuation Sheet 1 page 1)

Amount secured by the mortgage or charge

All sums from time to time payable to the Trustees under the covenant of the Company with the Trustees set out at clause 2(b) of the Trust Deed.

"the Trustees" means the Society or other trustees or trustee for the time being of the Principal Trust Deed.

Names and addresses of the mortgagees or persons entitled to the charge

The Society, the Trustees, the Beneficiaries and (subject always to the terms of the Principal Trust Deed):

(i) the Company's Premiums Trustees and (subject always to the terms of the Principal Trust Deed and the Company's Premiums Trust Deed): (See Continuation Sheet 1 page 3)

Presentor's name address and
reference (if any):

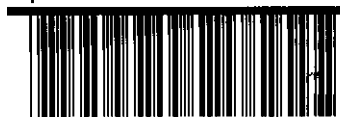
Lloyd's of London
One Lime Street
London

EC3M 7HA

Ref: Legal Services Department

For official use
Mortgage Section

Post room



A05
COMPANIES HOUSE

AU79GOG4

0154
02/03/00

Time critical reference

Short particulars of all the property mortgaged or charged

All future profits of the underwriting business of the Company at Lloyd's, subject to any prior charge contained in the Company's Premium Trust Deed or any other trust deed or other instrument of the Company at Lloyd's.

"Company's Premium Trust Deed" means the deed or deeds made or to be made between the Company and the Society in a form approved by the Secretary of State under the Insurance Companies Act 1982 entitled Lloyd's Premiums Trust Deed and declaring trusts upon which the premiums and other moneys received by or on behalf of the Company in connection with insurance business other than long term business are to be held.

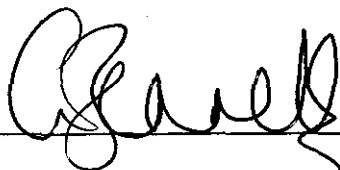
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Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

23/2/00

On behalf of ~~company~~ ~~mortgagee/chargee~~ †

† delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Company Number

3751810

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Name of Company

CBS UNDERWRITING LTD

14980*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

and expressed to be supplemental to ~~(an individual Name's Lloyd's Deposit Trust Deed~~
~~(General Interavailability))~~ [a Deed of Application] ~~to Security and Trust Deed~~
~~(Interavailability))~~ ("the Principal Trust Deed") dated **31 JANUARY 2000**

and made between the Society and the Name.

Amount due or owing on the mortgage or charge (continued)

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- (a) those to whom any losses claims returns of premium reinsurance premiums and other outgoings are payable as at the date of the Company's Premiums Trust Deed or at any time thereafter become or may become payable in connection with its Underwriting; and
 - (b) those to whom any expenses whatsoever from time to time incurred in connection with or arising out of its Underwriting are payable or become or may become payable (such expenses excluding any Non-deductible Item ut including any annual fee, commissions, other remuneration and reimbursement of outlays payable by the Company to any of the Company's Agents or the Society or the Regulating Trustee or except where so excluded to any other person in connection with the conduct or winding-up of its Underwriting and including also any fiscal liabilities incurred in or by reason of its Underwriting or in respect of the property mortgaged or charged by the Company's Premiums Trust Deed or its income); and
- (ii) the Name's Premiums Trustees and (subject always to the terms of the Principal Trust Deed and the Name's Premiums Trust Deed):
- (a) those to whom any losses claims returns of premiums reinsurance premiums and other outgoings are payable as at the date of the Name's Premiums Trust Deed or at any time thereafter become or may become payable in connection with the Underwriting; and
 - (b) those to whom any expenses whatsoever from time to time incurred in connection with or arising out of the Underwriting are payable or become or may become payable (such expenses including any annual fee commission other remuneration and reimbursement of outlays payable by the Name to any
- of the Name's Agents or to any other person (including for the avoidance of doubt the Society) in connection with the conduct or winding-up of the Underwriting and including also any fiscal liabilities incurred in or by reason of the Underwriting or in respect of the Name's Premiums Trust und or its income) and
- (c) those persons to whom any Special Reserve Fund Repayments are payable or become or may become payable and

"the Trustees" means the Society or other trustees or trustee for the time being of the Principal Trust Deed

"the Beneficiaries" means both the Name's Beneficiaries and the Company's Beneficiaries

"the Name's Beneficiaries" means all persons to whom the Name is or may at any time before the Termination Date become financially liable in respect of any of the Name's Lloyd's obligations

"the Company's Beneficiaries" means all persons to whom the Company was at the date of execution of the Trust Deed or may at any time thereafter before the Termination Date become financially liable by reason of any default in respect of any of the Company's Lloyd's obligations

"Lloyd's obligations" in relation to either Underwriting Member means all underwriting obligations incurred by that Underwriting Member as an underwriting member of the Society at any time before the termination Date and includes obligations to the Society and the Trustees and obligations arising under:

- (a) the Byelaws regulations rules directions or other requirements of the Society; and
- (b) any deed contract instruments 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 of the said underwriting obligations in favour of the person giving such guarantees or other security.

"Termination Date" means the 20th anniversary of the death of the Name

"the Underwriting" in relation to an Underwriting Member means the underwriting business (whether current or past or future) of the Underwriting Member at Lloyd's but excluding any long-term business of the Underwriting Member and also excluding in the case of the Company any business of the Company conducted for any year of account commencing after the sixtieth anniversary of the date of the Company's Premiums Trust Deed

(Continued on Continuation Sheet 2 page 3)

Short particulars of all the property mortgaged or charged (continued)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

3751810

Name of Company

CBS UNDERWRITING LTD

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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"Non-deductible Item" means:

- (a) any fee or other remuneration payable by or on behalf of the Company to or for the benefit of any Lloyd's adviser or sponsor of the Company (except in a case where such Lloyd's adviser or sponsor is also one of the Company's Agents and the fee or other remuneration in question is paid to him or it solely in that latter capacity)
 - (b) any fee or other remuneration payable by or on behalf of the Company to or for the benefit of any director or other officer of the Company or of any other body corporate (except in a case where such other body corporate is one of the Company's Agents and the fee or other remuneration in question is paid to a director or other officer of it acting in that capacity)
 - (c) any fee or other remuneration payable to or for the benefit of any lawyer accountant stockbroker or financial adviser or other adviser whatsoever except in relation to (i) any reinsurance effected by or on behalf of the Company or (ii) the payment or settlement of any claims made in connection with the Underwriting (including the processing compromise payment repudiation and litigation of any such claims and all matters ancillary thereto)
 - (d) any salary wages fee or other remuneration payable by or on behalf of the Company to or for the benefit of any employee of the Company or to or for the benefit of any other person (except one of the Company's Agents acting in that capacity) for the provision of the services of that other person's employees
 - (e) any outgoings whatsoever payable by or on behalf of the Company in connection with its incorporation or with the setting up of the underwriting business of the Company at Lloyd's
 - (f) any outgoings whatsoever arising out of the acquisition or disposal or occupation of any premises by or on behalf of the Company or the acquisition or disposal or use of any equipment by or on behalf of the Company and
 - (g) any other outgoings of an overhead nature by or on behalf of the Company
- "the Premium Trustees" in relation to either Underwriting Member means the trustees for the time being of the Premiums Trust Deed of that Underwriting Member including the Members' Agents Trustees of any Members' Agent and the Managing Agents Trustees of any Managing Agent and in the case of the Company the Regulating Trustee (but excluding any separate trustees of any Overseas Fund)
- "Member's Agent" in relation to either Underwriting Member means a Member's Agent at Lloyd's appointed by the Underwriting Member as the Members' Agent of that Underwriting Member in respect of all or part of the Underwriting and including any successors so acting of the Members' Agent so appointed (and "Members' Agent's Trustees" means in regard to any Members' Agent the trustees for the time being of the Premiums Trust Deed of that Underwriting Member who have been designated under Clause 5 of the Premiums Trust Deed as the Member's Agent's Trustees)
- "Managing Agent" in relation to either Underwriting Member means an Underwriting Agent at Lloyd's appointed by the Underwriting Member (either by any Member's Agent acting in exercise of any authority given by the Underwriting Member to that Members' Agent or by any means derived from any authority so given) or, in the case of the Company, directly to act as an agent or sub-agent of the Underwriting Member for the purpose of conducting all or any part of the Underwriting and including any successors so acting of the Underwriting Agent so appointed (and "Managing Agent's Trustees" means in regard to any Managing Agent the trustees for the time being of the Premiums Trust Deed who have been designated under Clause 5 of the Premiums Trust Deed as the Managing Agent's Trustees)
- "Regulatory Trustee" means the Trustee for the time being of the Premiums Trust Deed, who has been designated under Clause 5 of the Company's Premiums Trust Deed as the Regulating Trustee
- "the Company's Agents" means any (or if more than one every) Members' Agent and Managing Agent of the Company (but for the avoidance of doubt not any person who is merely a Lloyd's Adviser or a sponsor of the Company at Lloyd's)
- "the Name's Agents" means any (or if more than one every) Members' Agent and Managing Agent of the Name
- "Underwriting Member" means either the Company or the Name
- "Special Reserve Fund" means the Funds so designated set up in relation to the Name and such of the other Names as are individuals in accordance with arrangements referred to in Section 175 of and Schedule 20 to the Finance Act 1993 or Section 452 to 456 of the Income and Corporation Taxes Act 1988
- (See Continuation Sheet 3 page 3)

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3751810

Name of Company

CBS UNDERWRITING LTD

Limited

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Short particulars of all the property mortgaged or charged (continued)

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Names addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Special Reserve Fund Repayments" means where there has been made into the Name's Premiums Trust Fund a payment of a type referred to in paragraphs 4 or 5 of Schedule 20 to the Finance Act 1993 or Section 453 of the Income and Corporation Taxes Act 1998 any payments back into a Special Reserve Fund (not exceeding in aggregate the amount of the original payment into the Name's Premiums Trust Fund) required to be made (from whatever source) under those provisions or under arrangements referred to in those provisions

"Premiums Trust Deed" in relation to any Underwriting Member means the deed or deeds made or to be made between the Underwriting Member and the Society entitled Premiums Trust Deed

"Underwriting Member's Premium Trust Deed" means the deed or deeds made or to be made between the Underwriting Member and the Society in a form approved by the Secretary of State under the Insurance Companies Act 1982 entitled Underwriting Member's Premiums Trust Deed and declaring trusts upon which the premiums and other moneys received by or on behalf of the Underwriting Member in connection with insurance business other than long term insurance business are to be held.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03751810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADHERENCE ("THE TRUST DEED") MADE BETWEEN THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S (THE "SOCIETY"), THE COMPANY AND RODNEY STUART HEMPHILL DATED THE 22nd FEBRUARY 2000 AND CREATED BY CBS UNDERWRITING LIMITED FOR SECURING ALL SUMS FROM TIME TO TIME PAYABLE TO THE TRUSTEES UNDER THE COVENANT OF THE COMPANY WITH THE TRUSTEES SET OUT AT CLAUSE 2(b) OF THE TRUST DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2000.

R/S
CH



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E