Companies House
— for the record —

395(ef)

Particulars of a mortgage or charge

Pursuant to section 395 of the companies act 1985

Company Name: **LYMINGTON UNDERWRITING LIMITED**

Company Number: **04195559** 0 0 8 1

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Date of creation of the charge:
11/01/2005 (BUT EFFECTIVE FRO 1ST JANUARY 2005 AND THE FIRST DAY OF THE RELEVANT CALENDAR YEAR WITH RESPECT TO EACH TRUST WHICH RELATES TO ANY OTHER YEAR OF ACCOUNT OF THE SYNDICATE)

Description of the instrument (if any) creating or evidencing the charge: (Note 2)
LLOYD'S UNITED STATES SITUS CREDIT FOR REINSURANCE TRUST DEED ("THE TRUST DEED") DATE 1ST JANUARY 2002 IN RESPECT OF SYNDICATE NO0318 (""THE SYNDICATE"") (AS AMENDED AND AS SUPPLEMENTED FROM TIME TO TIME AND AS SUPPLEMENTED BY A DEED OF ACCESSION MAD 11TH JANUARY 2005) MADE OR EXPRESSED TO BE MADE AMONG(I) LLOYD'S, HAVING ITS PRINCIPAL OFFICE AT ONE LIME STREET, LONDON, ENGLAND (II) EACH OF THE UNDERWRITERS, EACH OF ONE LIME STREET, LONDON, ENGLAND, AND INCLUDING THE COMPANY (III) THE MANAGING AGENT OF THE SYNDICATE NAMED IN THE FIRST SCHEDULE OF THE TRUST DEED ("THE MANAGING AGENT") AND (IV) CITIBANK N.A., A NATIONAL BANKING ORGANISATION ORGANISED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND HAVING ITS PRINCIPAL OFFICES AT NEW YORK, NEW YORK ("THE TRUSTEE"), AS MAY AT ANY TIME OR TIMES BE AMENDED BY THE COUNCIL WITH THE PRIOR WRITTEN CONSENT OF THE DOMICILIARY COMMISSIONER."UNDERWRITER" MEANS AN UNDERWRITING MEMBER OR A PERSON WHO IS TO BE AN UNDERWRITING MEMBER OF THE SYNDICATE AT LLOYD'S FOR THE CURRENT YEAR OF ACCOUNT AND AS SUCH HAS EXECUTED THE TRUST DEED OR WHO IS A MEMBER OF THE SYNDICATE FROM TIME TO TIME FOR ANY SUBSEQUENT YEAR OF ACCOUNT WHO HAS SUBSEQUENTLY ACCEDED TO THE TRUST DEED OR ANY OTHER MEMBER OF LLOYD'S (WHETHER AN INDIVIDUAL, A BODY CORPORATE OR A PARTNERSHIP) WHO HAS ALLOCATED PREMIUM LIMITS TO THE SYNDICATE AND IS A GRANTOR OF A TRUST CREATED UNDER THE TRUST DEED."LLOYD'S" SHALL MEAN THE SOCIETY INCORPORATED BY THE LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S."TRUST" OR "TRUST FUND" IN RELATION TO A PARTICULAR UNDERWRITER AND YEAR OF ACCOUNT SHALL MEAN THE PROPERTY IN THE ACTUAL AND SOLE POSSESSION OF THE TRUSTEE AND HELD UNDER THE PROVISIONS OF THE TRUST DEED ALLOCABLE TO THE PARTICULAR TRUST CREATED BY THE UNDERWRITER WITH RESPECT TO THE PARTICULAR YEAR OF ACCOUNT OF THE SYNDICATE.ALL EXPRESSIONS IDENTIFIED IN THIS FORM HAVE THE MEANINGS GIVEN UNLESS THE CONTEXT OTHERWISE REQUIRES.REFERENCE TO ANY PROVISION OF THE TRUST DEED SHALL AFTER THE COMING INTO FORCE OF ANY AMENDMENT OF THAT PROVISION OF THE TRUST DEED

BE READ (UNLESS THE CONTEXT OTHERWISE REQUIRES) AS REFERRING TO THE AMENDED PROVISION OR TO THE TRUST DEED AS SO AMENDED (AS THE CASE MAY BE)

Amount secured by the mortgage or charge:

1. THE PAYMENT (SUBJECT TO ARTICLE 5 OF THE TRUST DEED) OF ALL EXPENDITURE AND FEES OF THE TRUSTEE INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND EXPENSES ACTUALLY INCURRED BY OR ON BEHALF OF THE TRUSTEE IN CONNECTION WITH ITS ADMINISTRATION, PRESERVATION OR CONSERVATION OF THE TRUST AND ITS COUNSEL'S FEES AND EXPENSES AND OTHER DISBURSEMENTS INCURRED IN ADMINISTERING, PRESERVING OR CONSERVING THE TRUST (""TRUSTEE PRIORITY CLAIMS""); PROVIDED, HOWEVER, THAT FOR ANY PARTICULAR CALENDER YEAR THE AMOUNT OF TRUSTEE PRIORITY CLAIMS WHICH SHALL BE GIVEN PRIORITY IN PAYMENT OVER MATURED CLAIMS AT ANY GIVEN TIME SHALL BE LIMITED TO THE TRUST'S PRO RATA SHARE (BASED ON THE AGGREGATE VALUE OF ALL TRUST FUNDS HELD UNDER THE TRUST DEED FOR THE SYNDICATE) OF AN AMOUNT EQUAL TO THE LESSER OF $50, 000 OR 10% OF THE AGGREGATE VALUE OF ALL TRUST FUNDS HELD UNDER THE TRUST DEED FOR THE SYNDICATE. THE COMPANY IRREVOCABLY GRANTS TO THE TRUSTEE A SECURITY INTEREST IN AND A LIEN UPON THE TRUST FUND WHICH IS A FIRST PRIORITY SECURITY INTEREST AND LIEN FOR THE PAYMENT OF TRUSTEE PRIORITY CLAIMS, PROVIDED THAT THE PORTION OF SUCH SECURITY INTEREST AND LIEN THAT SHALL BE ENTITLED TO THE FIRST PRIORITY IN PAYMENT OVER MATURED CLAIMS SHALL BE LIMITED AS PROVIDED IN PARAGRAPH 2.2 OF THE TRUST DEED.2. THE PAYMENT (SUBJECT TO ARTICLE 5 OF THE TRUST DEED) OF ANY AMOUNT, IN EXCESS OF THE AMOUNT NECESSARY TO SATISFY TRUSTEE PRIORITY CLAIMS (AS LIMITED BY THE PROVISO IN (1) ABOVE), IN RESPECT OF MATURED CLAIMS.3. TRANSFERS BY THE TRUSTEE AT THE DIRECTION FROM TIME TO TIME OF THE AGENT OF ANY FUNDS IN EXCESS OF THE TRUST FUND MINIMUM AMOUNT AS REPORTED ON THE LATEST REQUIRED NOTICE GIVEN PURSUANT TO PARAGRAPH 2.7 OF THE TRUST DEED TO AN OVERSEAS FUND, (TREATING FUNDS WITHDRAWN FOR PAYMENT OF CLAIMS WITH RESPECT TO THE AMERICAN REINSURANCE POLICIES AS FUNDS IN EXCESS OF THE TRUST FUND MINIMUM AMOUNT); PROVIDED HOWEVER THAT THE LATEST REQUIRED NOTICE HAS BEEN GIVEN AND THAT THE AGENT SHALL HAVE PROVIDED WRITTEN NOTICE TO THE TRUSTEE AND THE DOMICILIARY COMMISSIONER PRIOR TO ANY WITHDRAWAL.4. TRANSFERS BY THE TRUSTEE TO AN OVERSEAS FUND UNDER PARAGRAPH 5.5 OF THE TRUST DEED.5. REPAYMENT OF THE CASH OR SECURITIES ADVANCED BY THE TRUSTEE (IN ITS INDIVIDUAL CAPACITY OR THROUGH ANY SUBSIDIARY, AFFILIATE OR ASSOCIATE OF THE TRUSTEE) TO THE TRUST TO EFFECT OR EXPEDITE OR IN CONNECTION WITH THE PURCHASE OR SALE OF SECURITIES FOR THE TRUST, THE PROPERTY SO PURCHASED OR THE PROCEEDS FROM THE SALE BEING SECURITY FOR REPAYMENT OF THE CASH OR SECURITIES ADVANCED AND THE TRUSTEE (IN ITS INDIVIDUAL CAPACITY OR THROUGH ANY SUBSIDIARY AFFILIATE OR ASSOCIATE OF THE TRUSTEE) BEING FURTHER ENTITLED TO REIMBURSEMENT FROM THE TRUST AS A TRUSTEE PRIORITY CLAIM.6. TRANSFERS BY THE TRUSTEE TO THE DOMICILIARY COMMISSIONER (TO BE APPLIED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO THE LIQUIDATION OF INSURANCE COMPANIES) OR OTHER DESIGNATED RECEIVER PURSUANT TO AN ORDER OF THE DOMICILIARY COMMISSIONER OR COURT OF COMPETENT JURISDICTION OF ALL OF THE ASSETS OF THE TRUST FUND EXCEPT THOSE ASSETS WHICH ARE NECESSARY TO SATISFY THE TRUSTEE'S PRIORITY CLAIMS OR TO REIMBURSE THE TRUSTEE FOR FUNDS OR SECURITIES ADVANCED PURSUANT TO PARAGRAPH 4.5 OF THE TRUST DEED.""AGENT"" SHALL MEAN THE MANAGING AGENT AT LLOYD'S

APPOINTED BY OR ON BEHALF OF THE UNDERWRITER TO ACT, AND WHO IS ACTING, AS AN AGENT OF THE UNDERWRITER FOR THE PURPOSE OF CONDUCTING THE UNDERWRITING BUSINESS OF THE UNDERWRITER AS A MEMBER OF THE SYNDICATE (REFERRED TO ABOVE AS THE ""MANAGING AGENT""), INCLUDING ANY SUCCESSORS SO ACTING OF THE UNDERWRITING AGENT SO APPOINTED AND ANY SUBSTITUTE AGENT APPOINTED BY THE COUNCIL; AND SHALL, WHEN THE CONTEXT SO ADMITS INCLUDE A REFERENCE TO ANY REPRESENTATIVE OF THE AGENT.""AMERICAN REINSURANCE POLICY"" SHALL MEAN:-(A) ANY CONTRACT OR POLICY OF REINSURANCE (OR ANY AGREEMENT TO REINSURE) INCEPTING ON OR AFTER AUGUST 1, 1995 (EXCLUDING ALL CONTRACTS OR POLICIES OF REINSURANCE UNDERWRITTEN OR ANY AGREEMENT TO REINSURE TO BE UNDERWRITTEN BY THE UNDERWRITER AS A MEMBER OF THE SYNDICATE UNDER ANY BINDING AUTHORITY INCEPTING PRIOR TO THAT DATE AND ATTACHING ON OR PRIOR TO NOVEMBER 15, 1995) ISSUED TO A CEDING INSURER;(I) WHICH IS UNDERWRITTEN BY THE UNDERWRITER AS A MEMBER OF THE SYNDICATE ON OR AFTER AUGUST 1, 1995, AND(II) WHICH IS ALLOCABLE TO THE YEAR OF ACCOUNT OF THE SYNDICATE CORRESPONDING TO THE PARTICULAR TRUST FUND;OR(B) ANY CONTRACT OR POLICY OF REINSURANCE (OR ANY AGREEMENT TO REINSURE) UNDERWRITTEN ON OR AFTER AUGUST 1, 1995, ISSUED TO A CEDING INSURER IN RESPECT OF WHICH THE UNDERWRITER IS LIABLE AS A MEMBER OF THE SYNDICATE FOR THE YEAR OF ACCOUNT OF THE SYNDICATE CORRESPONDING TO THE PARTICULAR TRUST FUND TO MEMBERS OF THE SAME SYNDICATE OR ANY OTHER SYNDICATE FOR AN EARLIER YEAR OF ACCOUNT PURSUANT TO ANY CONTRACT OF REINSURANCE TO CLOSE;BUT FOR THE PURPOSES OF SUBPARAGRAPHS (A) AND (B) ABOVE, EXCLUDING ANY CONTRACT OR POLICY OF REINSURANCE, THE LIABILITIES FOR WHICH THE UNDERWRITER HAS PROVIDED SECURITY BY MEANS OTHER THAN THE TRUST FUND.""CEDING INSURER"" SHALL MEAN AN INSURER WHICH IS: (I) DOMICILED IN A STATE, DISTRICT, TERRITORY, COMMONWEALTH OR POSSESSION OF THE UNITED STATES; AND (II) HAS CEDED INSURANCE RISKS UNDERWRITTEN BY SUCH INSURER TO THE UNDERWRITER PURSUANT TO AN AMERICAN REINSURANCE POLICY.""CLAIM"" SHALL MEAN: (I) A CLAIM AGAINST THE UNDERWRITER BY A CEDING INSURER FOR A LOSS UNDER AN AMERICAN REINSURANCE POLICY EXCLUDING PUNITIVE AND/OR EXEMPLARY DAMAGES AWARDED AGAINST A CEDING INSURER AND ALSO EXCLUDING ANY EXTRACONTRACTUAL OBLIGATIONS NOT EXPRESSLY COVERED BY THE AMERICAN REINSURANCE POLICY; AND/OR (II) A CLAIM AGAINST THE UNDERWRITER BY A CEDING INSURER FOR THE RETURN OF UNEARNED PREMIUM UNDER AN AMERICAN REINSURANCE POLICY; BOTH (I) AND (II) CONSTITUTING A LOSS UNDER AN AMERICAN REINSURANCE POLICY (""LOSS"").""COUNCIL"" SHALL MEAN THE COUNCIL OF LLOYD'S OR THE COMMITTEE OF LLOYD'S OR THE CHAIRMAN OR A DEPUTY CHAIRMAN OF LLOYD'S AS THE CASE MAY BE OR (EXCEPT ONLY FOR THE PURPOSES OF PARAGRAPH 6.4 OF THE TRUST DEED) SUCH OTHER PERSON OR PERSONS AS ARE FOR THE TIME BEING AUTHORISED BY THE COUNCIL OF LLOYD'S TO EXERCISE ANY POWER OR DISCRETION WHICH IS VESTED IN THE COUNCIL BY THE TRUST DEED.""DOMICILIARY COMMISSIONER"" SHALL MEAN THE SUPERINTENDENT OF INSURANCE OF THE STATE OF NEW YORK.""LLOYD'S PREMIUMS TRUST DEED"" SHALL MEAN THE LLOYD'S PREMIUMS TRUST DEED APPROVED BY ONE OF HER BRITANNIC MAJESTY'S PRINCIPAL SECRETARIES OF STATE PURSUANT TO THE INSURANCE COMPANIES ACT 1982, EXECUTED BY THE UNDERWRITER IN RESPECT OF INSURANCE BUSINESS AT LLOYD'S OTHER THAN LONG TERM BUSINESS.""MATURED CLAIM"" SHALL MEAN A CLAIM WHICH IS ENFORCEABLE AGAINST THE TRUST FUND AS PROVIDED FOR IN PARAGRAPH 2.3 OF THE TRUST DEED.""OTHER UNDERWRITERS"" SHALL MEAN THE MEMBERS OF LLOYD'S WHETHER INDIVIDUALS, BODIES CORPORATE OR PARTNERSHIPS (OTHER THAN THE UNDERWRITER) AND SUCH FORMER MEMBERS OF LLOYD'S AS CONTINUE TO

Names and addresses of the mortgagees or persons entitled to the charge:
THE TRUSTEE (BEING, AS AT THE DATE HEREOF, CITIBANK N.A. OF 111 WALL STREET, NEW YORK, NY USA), LLOYD'S OF ONE LIME STREET, LONDON, ENGLAND, THE AGENT, ALL CEDING INSURERS, AND 1. THOSE TO WHOM ANY AMOUNT IS OR MAY AT ANY TIME BECOME PAYABLE TO SATISFY TRUSTEE PRIORITY CLAIMS OR CLAIMS TO BE TREATED AS TRUSTEE PRIORITY CLAIMS UNDER THE TRUST DEED;2. THOSE TO WHOM ANY AMOUNT IS OR MAY AT ANY TIME BECOME PAYABLE TO SATISFY MATURED

CLAIMS;3. THOSE FOR WHOSE BENEFIT ANY OVERSEAS FUND AT ANY TIME IS HELD, AND THE TRUSTEES OF ANY OVERSEAS FUND;4. THE DOMICILIARY COMMISSIONER AND ANY DESIGNATED RECEIVER;5. ANY SUBSIDIARY, AFFILIATE OR ASSOCIATE OF THE TRUSTEE;6. THOSE FOR WHOSE BENEFIT ANY ORDER FOR ANY TRANSFERS BY THE TRUSTEE TO THE DOMICILIARY COMMISSIONER OR OTHER DESIGNATED RECEIVER OF ASSETS OF THE TRUST FUND EXCEPT THOSE ASSETS WHICH ARE NECESSARY TO SATISFY THE TRUSTEE'S PRIORITY CLAIMS MAY BE MADE BY THE DOMICILIARY COMMISSIONER OR COURT OF COMPETENT JURISDICTION

Short particulars of all the property mortgages or charged:
1. THE PRINCIPAL AT ANY TIME BUT EXCLUDING THE INVESTMENT INCOME FROM TIME TO TIME EARNED THEREON.2. THE PROPERTY IN THE ACTUAL AND SOLE POSSESSION OF THE TRUSTEE AT ANY TIME AND HELD UNDER THE PROVISIONS OF THE TRUST DEED ALLOCABLE TO THE PARTICULAR TRUST CREATED BY THE COMPANY WITH RESPECT TO THE PARTICULAR YEAR OF ACCOUNT OF THE SYNDICATE (""THE TRUST FUND"" OR ""TRUST"").3. CASH IN US CURRENCY OR SPECIFICALLY DESIGNATED READILY MARKETABLE SECURITIES AND/OR LETTERS OF CREDIT SUBSTITUTED BY THE AGENT AT ANY TIME FOR ANY CASH OR ASSETS THEN FORMING PART OF THE TRUST FUND.4. FURTHER CONTRIBUTIONS TO THE TRUST FUND RECEIVED BY THE TRUSTEE FROM TIME TO TIME AND HELD SUBJECT TO THE TERMS AND CONDITIONS OF THE TRUST DEED.5. ANY ADVANCE OF CASH OR SECURITIES BY THE TRUSTEE TO THE TRUST FUND FROM TIME TO TIME AND AT ANY TIME IN ORDER TO EFFECT OR EXPEDITE THE PURCHASE OR SALE OF SECURITIES FOR THE TRUST, AND THE PROPERTY SO PURCHASED AND THE PROCEEDS FROM THE SALE.6. ANY INVESTMENTS OR OTHER ASSETS HELD BY THE TRUSTEE UNDER THE TRUST DEED IN THE NAME OF A NOMINEE.""PRINCIPAL"" SHALL HAVE THE MEANING FROM TIME TO TIME GIVEN THERETO IN SECTION 11-2.1(B)(2) OF THE NEW YORK ESTATES, POWERS AND TRUSTS LAW AS FROM TIME TO TIME AMENDED, OR ANY SUCCESSOR PROVISION THERETO.""INVESTMENT INCOME"" SHALL HAVE THE MEANING FROM TIME TO TIME GIVEN TO THE TERM ""INCOME"" FOR TRUST ACCOUNTING PURPOSES BY SECTION 11-2.1(B)(1) OF THE NEW YORK ESTATES, POWERS AND TRUSTS LAW AS FROM TIME TO TIME AMENDED, OR ANY SUCCESSOR PROVISION THERETO.""READILY MARKETABLE SECURITIES"" SHALL MEAN SECURITIES READILY MARKETABLE ON REGULATED UNITED STATES NATIONAL OR PRINCIPAL REGIONAL SECURITY EXCHANGES OR THOSE DETERMINED BY THE SECURITIES VALUATION OFFICE OF THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS TO HAVE SUBSTANTIALLY EQUIVALENT LIQUIDITY CHARACTERISTICS

Particulars as to commission allowance or discount: (Note 3)
NIL

Authorisation

Authoriser Designation: **INTERESTED PARTY** *Date Authorised:* **14/01/2005** *Authenticated:* **Yes (E/W)**

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) 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.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

Company No. 04195559

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DATED THE 11TH JANUARY 2005 AND CREATED BY LYMINGTON UNDERWRITING LIMITED FOR SECURING THE PAYMENT OF LOSSES (INCLUDING CLAIMS FOR THE RETURN OF UNEARNED PREMIUM) UNDER CONTRACTS OR POLICIES OF REINSURANCE INCEPTING ON OR AFTER 1ST AUGUST 1995 UNDERWRITTEN BY THE COMPANY AS A MEMBER OF SYNDICATE NO.0318 (THE "SYNDICATE") (INCLUDING ALL INCIDENTAL SYNDICATES OF SUCH SYNDICATE) AND ALLOCABLE TO THE RELEVANT YEAR OF ACCOUNT OR IN RESPECT OF WHICH THE COMPANY IS LIABLE AS A MEMBER OF THE SYNDICATE FOR THE RELEVANT YEAR OF ACCOUNT FOR AN EARLIER YEAR OF ACCOUNT PURSUANT TO ANY CONTRACT OF REINSURANCE TO CLOSE AND ISSUED TO A CEDING INSURER DOMICILED IN A STATE, DISTRICT, TERRITORY, COMMONWEALTH OR POSSESSION OF THE UNITED STATES (AN "AMERICAN REINSURANCE POLICY"), ALL EXPENDITURES AND FEES OF THE TRUSTEE (AS DEFINED IN THE TRUST DEED AND BEING, AS AT THE DATE THEREOF, CITIBANK N.A. OF 111 WALL STREET, NEW YORK, U.S.A.), REPAYMENT OF CASH OR SECURITIES ADVANCED BY THE TRUSTEE TO THE TRUST HELD UNDER THE PROVISIONS OF THE TRUST DEED, AND CERTAIN TRANSFERS BY THE TRUSTEE TO AN OVERSEAS FUND (AS DEFINED IN THE TRUST DEED) OR TO THE SUPERINTENDENT OF INSURANCE OF THE STATE OF NEW YORK OR OTHER DESIGNATED RECEIVER, AND FOR SECURING THE OTHER AMOUNTS AND OBLIGATIONS REFERRED TO IN THE TRUST DEED

WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20TH JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21ST APRIL 2005.