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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHWP000

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in bold black
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For official use

LLP Number

OC330656

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Full Name of Limited Liability Partnership

Whitten Underwriting LLP ("the LLP")

Date of creation of the charge

1 January 2008

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

LLOYD'S AMERICAN TRUST DEED dated 7 January 1998 (the "Trust Deed")

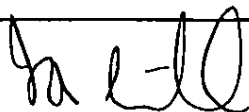
(continued on Continuation Sheet No 1)

Amount secured by the mortgage or charge

- 1 All losses, claims, returns of premiums, re-insurance premiums and other outgoings incurred or arising or which may at any time be incurred or arise in connection with the American business,
- 2 The expenses incurred or which may at any time be incurred in connection with the American business, which expenses shall be deemed to include (i) remuneration and proper expenses of the American Trustee (including any former American Trustee), (ii) any salary, commission, or other remuneration payable to the Agent or any other person, or any proper expenses of the Agent or any other person, in connection with the conduct or winding up of the American business, (iii) the proportion relating to the American business of the Company, as certified or reported by auditors approved by the Council of any salary, commission, or other remuneration payable to the Agent,

(continued on Continuation Sheet No 1, page 2)

Signed



Date

11-08

On behalf of [LLP][mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham

Kent ME4 4RN

Tel 01634 392000

E-mail membership-arrangements@lloyds.com

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When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

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COMPANIES HOUSE

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

The American Trustee (being, as at the date of this Form, Citibank NA of 111 Wall Street, New York, NY USA), all policy holders to whom the Company is at any time
(continued on Continuation Sheet No 1, page 3)

Short particulars of all the property mortgaged or charged

- (i) all premiums and other moneys payable during the trust term to or for the account of the Company in connection with the American business,
- (ii) all other assets from time to time transferred to the American Trustee to be held by it as part of the American Trust Fund, and
- (iii) all investments and moneys for the time being representing (i) and (ii) above or (iv) below, and
- (iv) all income arising from (i) to (iii) above

"the American business" means such part of the Company's underwriting business at Lloyd's (other than long term business as defined from time to time by the Insurance Companies Act 1982 or by a later similar statute) as complies with the following two conditions (i) the liability of the Company in respect thereof is expressed in US Dollars, and (ii) the premium payable to or for the account of the Company has been paid or is payable in US Dollars, excluding all such business as comprises any contract or policy of insurance or reinsurance underwritten or incepting on or after August 1, 1995 except for (a) contracts or policies underwritten under a binding authority incepting prior to that date, (b) contracts or policies of insurance written pursuant to Lloyd's license in Kentucky prior to January 1, 1996, (c) any contract of Reinsurance to Close for any year of account underwritten by the Company to the extent only that (i) the premium payable to or for the account of the Company has been paid or is payable in US Dollars or the liability of the Company in respect of such Company is expressed in US Dollars, and (ii) the Company is liable under such contract in respect of contracts or policies of insurance or reinsurance underwritten by underwriting members of Lloyd's which either (1) incepted prior to 1 August 1995, (2) were underwritten under a binding authority incepting prior to that date, or (3) were underwritten pursuant to Lloyd's license in Kentucky prior to 1 January, 1996

Particulars as to commission allowance or discount (note 3)

Nil

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 LLP398 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 LLP 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 Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**

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Particulars of a mortgage or charge (continued)

Please complete
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Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC330656

Full Name of Limited Liability Partnership

Whitten Underwriting LLP ("the LLP")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

made or expressed to be made between the Company, the Agent or Agents through whom the Company underwrites ("the Agent", as further defined below), the Trustee acting under the Trust Deed from time to time ("the American Trustee") and the Society of Lloyd's ("Lloyd's")

"the Agent" means (A) in relation to any matter not falling within (B), any one or more of (i) the Company's members' agent at Lloyd's, (ii) any agent appointed by the Company and any agent appointed by the Company's members' agent in exercise of any authority given by the Company (or appointed by any agent or sub-agent of the members' agent acting under any such authority or delegation of such authority) to act as an agent or sub-agent of the Company for the purposes of conducting all or any part of the Company's underwriting business and any successor thereto so acting, or any substitute agent appointed by the Council in place of any such agent in respect of the Company, (iii) any Regulating Trustee, (B) in the circumstances described in paragraph 1 2(B) of the Trust Deed, Equitas Reinsurance Limited, Equitas Limited or any person appointed, directly or indirectly, to act on behalf of either, and (C) as respects either (A) or (B), any Representative of the Agent

The instrument amends and restates the instrument dated 3 September 1996 of the same description and made or expressed to be made between the same parties. These particulars under section 395, and the resultant registration under Part XII Chapter 1 of the Companies Act 1985, are additional to the existing particulars and registration of the instrument dated 3 September 1996 (which existing particulars and registration remain effective)

or any proper expenses of the Agent, in connection with the conduct of winding up of any underwriting business of the Company, and any expenses whatsoever from time to time incurred in connection with any underwriting business of the Company, (iv) the costs of any surety or other bonding arrangements required in connection with litigation in respect of any claim by any policy holder of the Company, and (v) other expenses in connection with the management and investment of the Lloyd's American Trust Fund

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- 3 Transfers out of the Lloyd's American Trust Fund as may be required (i) by one or more of the insurance regulatory bodies of the United States in respect of the American business, (ii) to meet one or more contributions levied on the Company in respect of the American business pursuant to Requirements and Directions of Council, if approved by the Superintendent of Insurance of the State of New York, (iii) to secure and/or to pay each Letter of Credit Issuer any of the Company's several Letter of Credit Obligations (proportionate to the Company's respective share of the obligations to which the Letter of Credit relates) arising with respect to the issue of a Letter of Credit in connection with the policyholder of the Company, and (iv) to secure and/or pay the Company's several obligations (proportionate to its respective share of the obligations) arising with respect to any surety or other bonding arrangement in connection with litigation by a policyholder of the Company
- 4 Transfers to the Premiums Trust Fund, if requested by the Agent and (where required by the Trust Deed) approved by the Council, pursuant to the terms of the Trust Deed
- 5 All liabilities both actual and estimated in respect of the American business at any time

"the Council" means the Council of Lloyd's constituted by Lloyd's Act 1982 and (except for the purposes of paragraph 12 1 of the Trust Deed) such persons as shall from time to time be authorised by the Council to exercise any power conferred on the Council by the Trust Deed

'Letter of Credit Issuer' has the meaning given in paragraph 4 2(B) of the Trust Deed

'Letter of Credit Obligation' has the meaning given in paragraph 4 2(B) of the Trust Deed

"the Premiums Trust Fund" means the property held in trust subject to the provisions of the Company's Premiums Trust Deed

"the Premiums Trust Deed" means the Lloyd's Premiums Trust Deed approved pursuant to the Insurance Companies Act 1982 or a later similar statute, executed by the Company in respect of insurance business at Lloyd's other than long term business

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liable in respect of the American business, those to whom any losses, claims, returns of premiums, re-insurance premiums and other outgoings incurred or arising or which may at any time be incurred or arise in connection with the American business are at any time payable, those to whom expenses incurred or which may at any time be incurred in connection with the American business are at any time payable, those to whom transfers made pursuant to paragraph 4 1(C) of the Trust Deed are made, those to whom any liability whether actual or estimated in respect of the American business is at any time incurred, Lloyd's of One Lime Street, London, (subject always to the terms of the Trust Deed) the Premiums Trustees and (subject always to the terms of the Trust Deed and of the Premiums Trust Deed) those to whom any Permitted Trust Outgoings are payable as at the date of the Premiums Trust Deed or at any time thereafter become or may become payable in connection with the Underwriting

"expenses" in relation to the American business shall be deemed to include (i) remuneration and proper expenses of the American Trustee (including any former American Trustee), (ii) any salary, commission, or other remuneration payable to the Agent or any other person, or any proper expenses of the Agent or any other person, in connection with the conduct or winding-up of the American business, (iii) the proportion related to the American business of the Company as certified or reported by auditors approved by the Council of any salary, commission, or other remuneration payable to the Agent, or any proper expenses of the Agent, in connection with the conduct or winding-up of any underwriting business of the Company and any expenses whatsoever from time to time incurred in connection with any underwriting business of the Company, (iv) the costs of any surety or other bonding arrangements required in connection with litigation in respect of any claim by any policyholder of the Company, (v) other expenses in connection with the management and investment of the Lloyd's American Trust Fund

"the Premiums Trustees" means the trustees for the time being of the Lloyd's Premiums Trust Deed including the Regulating Trustee the Members' Agent's Trustees of any Members' Agent and the Managing Agent's Trustees of any Managing Agent (but excluding any separate trustees of any Overseas Fund)

"Permitted Trust Outgoings" has the meaning given in Schedule 3 of the Premiums Trust Deed

"Regulating Trustee" means the Trustee for the time being of the Premiums Trust Deed, who has been designated under Clause 6 of the Premiums Trust Deed as the Regulating Trustee

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC330656

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE (IN THE TERMS OF THE LLOYD'S AMERICAN TRUST DEED DATED 7 JANUARY 1998 (THE TRUST DEED) DATED THE 1st JANUARY 2008 AND CREATED BY WHITTEN UNDERWRITING LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO AMERICAN TRUSTEE) AND THE SOCIETY OF LLOYDS (LLOYDS) AND THE AMERICAN TRUSTEE, ALL POLICY HOLDERS TO WHOM THE LLP IS AT ANY TIME LIABLE IN RESPECT OF THE AMERICAN BUSINESS MADE OR EXPRESSED TO BE MADE BETWEEN THE LLP, THE AGENT OR AGENTS THROUGHWHOM THE COMPANY UNDERWRITES, THE TRUSTEE ACTING UNDER THE TRUST DEED FROM TIME TO TIME (THE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 16th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2008

P. C. 11



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES