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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.

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For official use

LLP Number

OC330656

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)

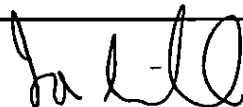
LLOYD'S AMERICAN TRUST DEED FOR LONG-TERM BUSINESS dated 9 December 1993 (the "American Trust Deed")
(continued on Continuation Sheet 1)

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 long-term business
- 2 The expenses incurred or which may at any time be incurred in connection with the American long-term 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 long-term business, (iii) a proper proportion 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

(continued on Continuation Sheet No 1, page 2)

Signed



Date

1-1-08

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

Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham

Kent ME4 4RN

Tel 01634 392000

E-mail membership-arrangements@lloyds.com

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

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

The American Trustee (being, as at the date of this form, Citibank N A of 111 Wall Street New York, NY USA), all policy holders to whom the LLP is liable in respect of
(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 LLP in connection with the American long-term 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,
- (iii) all investments and moneys for the time being representing (i) and (ii) above, and
- (iv) all income arising from (i) to (iii) above

"the American long-term business" means such part of the LLP's underwriting business at Lloyd's (which is 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 LLP in respect thereof is expressed in US Dollars, and (ii) the premium payable to or for the account of the LLP has been paid or is payable in US Dollars

"the American Trust Fund" means the property held in trust under the American Trust Deed

"the trust term" means the period commencing from the date of commencement of the underwriting business of the LLP until such underwriting business shall have been wound up or until twenty-one years after the death of the survivor of the President and Vice President of the United States in office at the date of the commencement of such underwriting business, whichever shall first occur

(continued on Continuation Sheet No 1, page 4)

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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FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

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

"the Agent" means any one or more of the LLP's Members' Agent at Lloyd's and any agent appointed by the LLP and any agent appointed by the LLP's Members' Agent in exercise of any authority given by the LLP (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 LLP for the purposes of conducting all or any part of the LLP's underwriting business and any successor thereto so acting and any Representative designated as provided by the American Trust Deed

All expressions identified in this form have the meanings given unless the context otherwise requires

Reference to any provision of the American Trust Deed shall after the coming into force of any amendment of that provision of the American Trust Deed be read (unless the context otherwise requires) as referring to the amended provision or to the American Trust Deed as so amended (as the case may be)

The instrument amends and restates the instrument dated 9 January 1991 of the same description and made or expressed to be made between the same parties

Agent, in connection with the conduct or winding up of any underwriting business of the LLP, whether the American long-term business or not, and any expenses whatsoever from time to time incurred in connection with any underwriting business of the LLP, whether the American long-term business or not

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3 Transfers to the Premiums Trust Fund, if requested by the Agent and (where required by the American Trust Deed) approved by the Council, pursuant to the terms of the American Trust Deed

4 All liabilities both actual and estimated in respect of the American long-term business at any time

"the Council" means the Council of Lloyd's constituted by Lloyd's Act 1982 and such of the Committee of Lloyd's, the Chairman of the Committee or a Deputy Chairman of the Committee as shall from time to time be authorised by the Council to exercise any power conferred on the Council by the American Trust Deed

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

"the Lloyd's Premiums Trust Deed" means the deed of that name approved by one of Her Britannic Majesty's Principal Secretaries of State under the Insurance Companies Act 1982 for long term business

"the other Names" means the Underwriting Members of Lloyd's (other than the LLP) in association with whom the LLP underwrites through the agency of the Agent

"the other Names" means the Underwriting Members of Lloyd's (other than the LLP) in association with whom the LLP underwrites through the agency of the Agent

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the American long-term business, and

(1) 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 long-term business are at any time payable, (2) those to whom expenses incurred or which may at any time be incurred in connection with the American long-term business are at any time payable, (3) those to whom any liability whether actual or estimated in respect of the American long-term business is at any time incurred, (4) Lloyd's of One Lime Street, London, (5) (subject always to the terms of the American Trust Deed) the Premiums Trustees and (6) (subject always to the terms of the American Trust Deed and of the Lloyd's Premiums Trust Deed)

(a) those to whom any losses claims returns of premium reinsurance premiums and other outgoings are payable as at the date of the Lloyd'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 excluding any Non-deductible Item but including any annual fee, commission, other remuneration and reimbursement of outlays payable by the LLP to any of the LLP's Agents or Lloyd's or the Regulating Trustee or except where so excluded to any other person 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 Premiums Trust Fund or its income, and

(c) the LLP's obligations to keep fully funded or provide any and every Overseas Business Regulatory Deposit

"expenses" in relation to the American long-term 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 long-term business, (iii) a proper proportion 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 LLP, whether the American long-term business or not, and any expenses whatsoever from time to time incurred in connection with any underwriting business of the LLP, whether the American long-term business or not

"the LLP's Agents" are any (or if more than one every) Members' Agent and Managing Agent (but for the avoidance of any doubt not any person who is merely a Lloyd's Adviser or a sponsor of the LLP at Lloyd's)

"Lloyd's Adviser" means a Lloyd's adviser entered in the register of Lloyd's advisers maintained by the Council

"Managing Agent" means an underwriting agent at Lloyd's appointed by the LLP (either directly or by any Members' Agent acting in exercise of any authority given by the LLP to that Members' Agent or by any means derived from any authority so given) to act as an agent or sub-agent of the LLP for the purpose of conducting all or any part of the Underwriting and including any successors so acting of the underwriting agent so appointed

"Members' Agent" means a member's agent at Lloyd's appointed by the LLP to act as the LLP's members' agent in respect of all or any part of the Underwriting and including any successors so acting of the members' agent so appointed

"Non-deductible Item" means anyone or more of the following namely -

(a) any fee or other remuneration payable by or on behalf of the LLP to or for the benefit of any Lloyd's Adviser or sponsor of the LLP (except in a case where such Lloyd's Adviser or sponsor is also one of the LLP's Agents and the fee or other remuneration in question is paid to him or it solely in that latter capacity)

(continued on Continuation Sheet No 1, page 5)

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

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- (b) any fee or other remuneration payable by or on behalf of the LLP to or for the benefit of any director or other officer of the LLP or of any other body corporate (except in a case where such other body corporate is one of the LLP'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 LLP 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 LLP to or for the benefit of any employee of the LLP or to or for the benefit of any other person (except Lloyd's itself or one of the LLP'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 LLP in connection with its incorporation or with the setting up of the underwriting business of the LLP 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 LLP or the acquisition or disposal or use of any equipment by or on behalf of the LLP and
- (g) any other outgoings of an overhead nature payable by or on behalf of the LLP

"Overseas Business Regulatory Deposit" means any deposit trust deed (including any joint asset trust deed) or any company bank account letter of credit guarantee or other entity whatsoever (wheresoever situate in any part of the world) (1) which (and any and every amendment variation or restatement of which) is approved by one of Her Majesty's Principal Secretaries of State and (2) which (or any fund subject or relating to which) the LLP is for the time being required to keep the funds or to provide (whether on an individual or syndicate or group or other basis) as a regulatory or other condition or requirement (whether imposed by the Council or by any governmental or regulatory authority having jurisdiction in or in any part of any overseas territory) in order to enable the LLP (or any relevant syndicate or group or Managing Agent) to conduct (or more efficiently to conduct) any business which constitutes or which if conducted would constitute (having regard to Clause 4(g) of the Lloyd's Premiums Trust Deed) part of the Underwriting relating to a particular overseas territory

"the Premiums Trustees" means trustees for the time being of the Lloyd's Premiums Trust Deed duly appointed under Clause 5 thereof (whether the Members' Agents' Trustees of any Members' Agent or the Managing Agent's Trustees of any Managing Agent or the Regulating Trustee) but excluding any other person (including the LLP) who may hold or in whose name may be held any monies and assets comprised in the Premiums Trust Fund or the income thereof at any time and excluding any separate trustees of any Overseas Funds

"Regulating Trustee" means the Trustee for the time being of the Lloyd's Premiums Trust Deed designated under Clause 5 thereof as the Regulating Trustee

"the Underwriting" means the long-term business (whether current or past or future) of the LLP at Lloyd's, but excluding any long term business of the LLP 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 FOR LONG-TERM BUSINESS DATED 9 DECEMBER 1993 (THE "AMERICAN TRUST DEED") AMENDING AND RESTATING THE INSTRUMENT DATED 9 JANUARY 1991) 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 THE AMERICAN TRUSTEE BEING AS AT THE DATE OF THIS DEED, CITIBANK N A , ALL POLICY HOLDERS IN RESPECT OF THE AMERICAN LONG-TERM BUSINESS AND ALL OTHER PERSONS OR BODIES AS DEFINED ON THE FORM M395 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

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES