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in black type, or
bold block lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

26

2973436

Name of company

WELLINGTON(ONE)LTD

("the Company" or "the Corporate Member")

Date of creation of the charge

25 April 1996

(See continuation sheet 1 page 1)

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

Lloyd's Premiums Trust Deed, (the "Trust Deed")

(see continuation sheet 1 page 1)

Amount secured by the mortgage or charge

1. Any losses, claims, returns of premiums, reinsurance premiums and other outgoings payable as at the date of the Trust Deed or at any time thereafter to become payable in connection with the Underwriting; and

2. Any expenses whatsoever from time to time incurred in connection with or arising out of the Underwriting (such expenses excluding any Non-deductible Items but including any annual fee, commission, other remuneration and reimbursement of outlays payable by the Company to any of the Company's Agents or Lloyd's or to 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 property mortgaged or charged or its income)

3. Any Overseas Deposit Funding Obligations.

(see continuation sheet 1 page 2)

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

The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's ("Lloyd's") of One Lime Street, London, the Trustees, the trustee or trustees of an Overseas Fund, and (subject to always to the terms of the Trust Deed)(see continuation sheet 1 page 3)

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

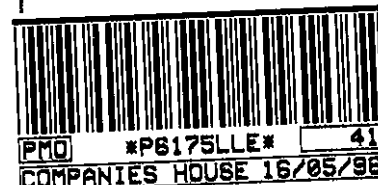
Lloyd's of London
One Lime Street
London
EC3M 7HA

TM/64/86

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(a) Subject as provided at (b) and (c) below the property mortgaged or charged consists of:

(i) all premiums and other monies whatsoever (except as provided in (b) below) as at the date of the Trust Deed belonging or payable or thereafter at any time belonging or becoming payable to the Company or to any person on behalf of the Company in connection with the Underwriting and all interest of the Company therein (including for the avoidance of doubt any chose in action representing the right of the Company and any interest of the Company in any chose in action representing the right of any such person to be paid any such monies aforesaid as are for the time being payable) and

(ii) all further moneys, investments and other assets at any time added to the property mortgaged or charged whether by or on behalf of the Company or otherwise howsoever and

(iii) so much of any deposits, funds, income and assets as is excepted in paragraphs (i) and (ii) of (b) below and

(iv) all monies investments and other assets as at the date of the Trust Deed or thereafter for the time being representing any such premiums monies deposits funds income or other assets whatsoever as fall within any of paragraphs (i) to (iii) (inclusive) above or representing the income next mentioned and
(see continuation sheet 1 page 4)

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Particulars as to commission allowance or discount (note 3)

Nil

Signed R.C. Smeaton FOR AND BEHALF OF
NOBLE GROUP LIMITED,
COMPANY SECRETARIES.

Date 9 May 1996

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

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Company Number

2973436

Name of Company

WELLINGTON (ONE) LTD
Member")

("the Company" or "the Corporate
Limited"

* delete if
inappropriate

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

References to any statutory provision (including any provision of subordinate legislation) shall after the coming into force of any legislation replacing or amending that provision (or replacing or amending any replacing provision) be read (unless the context otherwise requires) as referring to the new replacing legislation or the provision (or replacing provision) as so amended.

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

References to any Members' Agent or other Agent which is a firm shall (unless the context otherwise requires) include such person or persons as shall for the time being be carrying on under whatever style or name the partnership business of that firm.

Note: This registration is supplementary to all and any existing registration by the Corporate Member of any charge created or evidenced by a Lloyd's Premiums Trust Deed. The amendments to Clause 2(a)(i) of the Trust Deed, set out in this Form, in particular are included without prejudice to the contention that those amendments are merely clarificatory of the provisions existing before those amendments were effected.

"the Company's Agents" are any (or if more than one every)

(a) Members' Agent at Lloyd's appointed by the Company to act as the Company'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:

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

(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)

"general business" means insurance business other than long term business.

"Long term business" means long term business as defined in the Insurance Companies Act 1982.

"the Secretary of State" means one of Her Majesty's Principal Secretaries of State.

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(a) those to whom any losses, claims, returns of premiums, reinsurance premiums and other outgoings are payable as at the date of the 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 Company to any of the Company'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 property mortgaged or charged or its income) and (c) those to whom or for whose benefit any Overseas Deposit Funding Obligation is owed.

"Non-deductible Item" means one or more of the following:

(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 payable by or on behalf of the Company

(v) all income from time to time arising from any such investments, deposits, funds or other assets comprised in the property mortgaged or charged.

(b) The following (and the monies, investments and assets representing them respectively) are not to be treated as comprised in the property mortgaged or charged:

(i) the Lloyd's Deposits of the Company and the income of any such deposits and any assets released at any time from any such deposit unless and except so far as the whole or any part of such deposit income and assets has ceased to be held upon trusts of a Lloyd's Deposit Trust Deed (otherwise than for the Company absolutely) and has become vested in or under the control of any Member's Agent or any Managing Agent (otherwise than as a trustee) or the Trustees or any of them as trustees of the Trust Deed and

(ii) (Deliberately left blank) and

(iii) all such premiums and other moneys belonging or payable to the Company and all such other assets whatsoever as are by the Old American Instrument, the New American Instrument, the Canadian Instrument or any other Overseas Direction or the Trust Deed held or required to be held as (or as part of) or for the purpose of a fund separate from the property mortgaged or charged or upon trusts or subject to provisions distinct from those declared or contained in the Trust Deed and

(iv) any amount authorised by the Trust Deed to be paid or released to the Company out of the property mortgaged or charged or the income thereof so far as such amounts or assets representing them have actually been paid or transferred to or otherwise vested solely in or placed under the sole control of the Company and

(c) Assets comprised in or income arising from a Lloyd's Deposit or any other Premiums Trust Fund (or Non-UK Fund) of the Company shall not be treated as comprised in the property mortgaged or charged by reason only that they have been blended with the property mortgaged or charged (or are income of any assets so blended) in exercise of the powers given by Clause 9(b) of the Trust Deed or any powers subsisting under any other Premiums Trust Deed or Lloyd's Deposit or Special Reserve Fund Trust Deed (or in respect of any Non-UK Fund)

"Canadian Instrument" means the instrument governing Lloyd's Canadian Trust Fund as in force at the date of the Trust Deed but if that instrument is replaced or modified then the instrument for the time being governing that fund as modified (if at all) and in force.

"Lloyd's Deposits" means the funds held under any Lloyd's Deposit Trust Deeds.

"Premiums Trust Deeds" means the Trust Deed and all other trust deeds in a form approved by the Secretary of State for the purposes of Section 83 of the Insurance Companies Act 1982 (including all such trust deeds relating to long term business) made by the Corporate Member or any of the other Names as from time to time varied or amended.

"Managing Agent" means an Underwriting Agent at Lloyd's appointed by the Company (either directly or by any Members' Agent acting in exercise of any authority given by the Company to that Members' Agent or by any means derived from any authority so given) to act as an agent or sub-agent of the Company 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 Trust Deed who have been designated under Clause 5 of the Trust Deed as the Managing Agent's Trustee).

(See continuation sheet 2 page 4)

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"Members' Agent" means a Members' Agent at Lloyd's appointed by the Company as the Company'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 (and "Members' Agent's Trustees" means in regard to any Members' Agent the trustees for the time being of the Trust Deed who have been designated under clause 5 of the Trust Deed as the Member's Agent's Trustees).

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"the other Names" means the underwriting members of Lloyd's whether individuals or bodies corporate (other than the Corporate Member) and such former underwriting members of Lloyd's as continue to have underwriting business at Lloyd's not fully wound up (other than long term business) and the personal representatives or trustee in bankruptcy of any such underwriting member or former underwriting member who is an individual and who has died or or become bankrupt.

"Special Reserve Funds" means the funds so designated set up in relation to 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 Sections 452 to 456 of the Income and Corporation Taxes Act 1988.

"the New American Instrument" means the Lloyd's American Instrument 1995 (General Business of Corporate Members) as for the time being modified which instrument has an English proper law and governs the Dollar Trust Fund (as therein defined) but if or to the extent that such Lloyd's American Instrument 1995 (General Business of Corporate Members) is replaced then the replacing instrument for the time being in force (as for the time being modified).

"Non-UK Fund" means any Overseas Fund as defined in the Trust Deed or any overseas fund as defined in any other Premiums Trust Deed (for general business) of the Corporate Member or any of the other Names.

"the Old American Instrument" means Lloyd's American Trust Deed for general business (as for the time being modified) which Deed is subject to the laws of the State of New York and governs the Corporate Member's Lloyd's American Trust Fund (left remaining after the exclusion therefrom of the said Dollar Trust Fund) but if or to the extent that that Trust Deed is replaced (otherwise than by the New American Instrument) then the replacing instrument for the time being in force (as for the time being modified).

"Overseas Business Regulatory Deposit" means any U.S. Surplus Lines Trust Deed or U.S. Reinsurance Trust Deed (as respectively defined in the New American Instrument) or any other 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 the Secretary of State and

(2) which (or any fund subject or relating to which) the Corporate Member is for the time being required to keep in 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 of Lloyd's or by any governmental or regulatory authority having jurisdiction in or in any part of any overseas territory) in order to enable the Corporate Member (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(h) of the Trust Deed) part of the Underwriting relating to a particular overseas territory. References in this definition to a connection with an overseas territory or to (or to a connection with) the Underwriting relating to a particular overseas territory shall (without prejudice to the generality of such expressions) include cases where the only or principal connection or relationship with the overseas territory is that the liability of the Corporate Member in respect of the underwriting business in question is expressed in the currency of that overseas territory and that the premium relating to such business has been paid or is payable in the currency of that overseas territory.

(see continuation sheet 3 page 4)

"Overseas Deposit Funding Obligations" means the Corporate Member's obligations to keep fully funded or provide any and every Overseas Business Regulatory Deposit.

"overseas territory" means territory outside the United Kingdom.

"Overseas Direction" means the Old American Instrument, the New American Instrument the Canadian Instrument or any directions given by the Council of Lloyd's under the Trust Deed in regard to any overseas territory as for the time being in force (amended or unamended as the case may be) in regard to the Company.

"Overseas Fund" means a fund constituted or regulated or to be constituted or regulated by an Overseas Direction.

"Regulating Trustee" means the trustee for the time being of the Trust Deed, who has been designated under Clause 5 of the Trust Deed as the Regulating Trustee.

"the Trustees" means the Trustees for the time being, of the Trust Deed duly appointed under Clause 5 thereof (whether the Members' Agent's 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 Corporate Member) who may hold or in whose name may be held any monies and assets comprised in the Trust Fund or the income thereof at any time and excluding any separate trustees of any Overseas Fund.

"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 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

COMPANY No. 02973436

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LLOYD'S PREMIUMS TRUST DEED AS AMENDED AND VARIED BY A DEED OF VARIATION DATED THE 25th APRIL 1996 AND CREATED BY WELLINGTON (ONE) LIMITED FOR SECURING ANY LOSSES CLAIMS RETURNS OR PREMIUMS REINSURANCE PREMIUMS AND OTHER OUTGOINGS PAYABLE AS AT THE DATE OF THE TRUST DEED OR AT ANY TIME THEREAFTER TO BECOME PAYABLE IN CONNECTION WITH THE UNDERWRITING (AS DEFINED IN THE TRUST DEED) AND ANY EXPENSES WHATSOEVER FROM TIME TO TIME INCURRED IN CONNECTION WITH OR ARISING OUT OF THE UNDERWRITING (SUCH EXPENSES EXCLUDING ANY NON- DEDUCTIBLE ITEM (AS DEFINED IN THE TRUST DEED) BUT INCLUDING ANY ANNUAL FEE COMMISSION OTHER REMUNERATION AND REIMBURSEMENT OF OUTLAYS PAYABLE BY THE COMPANY TO ANY OF THE COMPANY'S AGENTS OR LLOYD'S OR TO 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 PROPERTY MORTGAGED OR CHARGED OR ITS INCOME) AND ANY OVERSEAS DEPOSIT FUNDING OBLIGATIONS (AS DEFINED IN THE TRUST DEED) AND 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 16th MAY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th FEBRUARY 1997.

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

for the Registrar of Companies



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