

BUTTERFIELD BANK (UK) LIMITED

AND

HAMPDEN AGENCIES LIMITED

SERVICE AGREEMENT

FOR

**THE BUTTERFIELD PRIVATE BANK
GENERAL TRUST FUND**

BUTTERFIELD BANK (UK) LIMITED
99 GRESHAM STREET
LONDON EC2V 7NG

This Agreement sets out the terms and conditions which apply to the provision, by Butterfield Private Bank (BB), of its General Trust Fund.

LIST OF DOCUMENTS

The Agreement

Schedules:

- 1. The services**
- 2. Persons nominated to receive notices**
- 3. The Trust Deed**
- 4. Investment Parameters**
- 5. Third Party Bank List**
- 6. Fees & Charges**
- 7. Bank Mandate**
- 8. Letter of Consent**

THIS AGREEMENT is made the 6th day of April 2008

BETWEEN:

- (1) **Hampden Agencies Limited** of 85 Gracechurch Street, London, EC3V OAA (hereinafter called "HAL"); and
- (2) **Butterfield Bank (UK) Limited Trustees of the Butterfield Private Bank General Trust Fund** of 99 Gresham Street, London, EC2V 7NG (hereinafter called "BB").

RECITAL

BB has agreed, in its capacity as sole Trustee of the Butterfield Private Bank General Trust Fund, to provide certain cash management, banking and record keeping services to HAL and the Name(s) on whose behalf HAL acts as agent in particular the opening and operation of segregated client monies accounts to be known as Butterfield Bank (UK) Limited A/C Client accounts or similar, each such account to be sub-divided in the books of BB into separate memorandum accounts designated in the name of each Name.

It is further agreed that any monies held within a Butterfield Bank (UK) Limited A/C Client account will be invested with the Third Party Banks listed in the Fifth Schedule to this Agreement and in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.01 In this agreement the following expressions shall have the following meanings:

"Business Day" means the hours between 09:00 am and 5:00 pm Monday to Friday in each week save for public or bank holidays;

"Client consent Form" means the letter of authority signed by a Name authorising HAL & BB to open and operate General Trust / Lloyd's Expense Accounts in the form specified in the Eighth Schedule to this Agreement.

"Fees" means the charges to be made by BB in relation to the Services described in the First Schedule which are detailed in the Sixth Schedule to this Agreement;

"General Trust And / or Lloyd's Expense Accounts" means the memorandum bank accounts referred to in the recital to this Agreement or, as the context may require, any of them;

"Investment Parameters" means the investment terms and conditions outlined in the Fourth Schedule to this Agreement.

- “Lloyd’s” means The Society incorporated by Lloyd’s Act 1871;
- “the Mandate” means the mandate completed by or on behalf of HAL in the form specified in the Seventh Schedule to this Agreement;
- “Name(s)” means a person admitted as a member of Lloyd’s (including a body corporate) on whose behalf HAL acts as agent and including (in the case of a natural person) his executors or administrators, trustee in bankruptcy and any receiver appointed under the Mental Health Act 1983 or any person performing similar functions in any jurisdiction and including (in the case of a body corporate) any administrator, liquidator or receiver of any such body corporate or any other person performing a similar function in any jurisdiction;
- “Regulations” means Lloyd’s Acts 1871-1982 as amended and all Bylaws and Regulations made there under and rules and regulations of a statutory nature or under the general law issued by any government or other body or agency (including, without limitation, Lloyd’s) of application to the subject matter of this Agreement and all agreements between HAL and Lloyd’s or any Name;
- “Services” mean the services to be provided by BB in relation to the items described in the First Schedule to this Agreement;
- “Third Party Banks” means the Banks that are permitted to hold General Trust Fund monies that are listed in the Fifth Schedule to this Agreement.
- “Trust Deed” means the declaration of trust by BB in the form set out in the Third Schedule to this Agreement;
- “Underwriting” means in relation to any Name, the underwriting business (whether current or past or future) of that Name carried on through the agency of HAL or under arrangements made by or through HAL;
- “the Underwriting payments” means any losses, claims, returns of premiums, reinsurance premiums and other outgoings now payable or at any time hereafter to become payable in connection with the Underwriting.
- 1.02 References to clauses and schedules are references to clauses and schedules of this Agreement.
- 1.03 The headings in this Agreement are for convenience of reference only and shall not affect its construction or interpretation.

- 1.04 References in this Agreement to any statutory provisions shall be deemed also to refer to any statutory modifications, whole or substantial replacements or re-enactments thereof and to any statutory instruments, orders or regulations made thereunder or under any such re-enactments.
- 1.05 Unless the context otherwise requires, in this Agreement the masculine gender shall be deemed to include the feminine and neuter and the singular number shall be deemed to include the plural and vice versa.

2. APPOINTMENT OF BB

- 2.01 As soon as reasonably practicable after execution of this Agreement HAL authorises BB to:
- (a) open Segregated Client Monies accounts denominated in sterling, U S dollars and euros with the HSBC Bank plc, 60 Fenchurch Street, London Branch,
 - (b) open a Butterfield Bank (UK) Limited A/C Client Account with each of the Third Party Banks listed in the Fifth Schedule to this Agreement;
 - (c) execute and deliver the Trust Deed.

3. SERVICES

- 3.01 BB shall provide the Services, outlined in the First Schedule to this Agreement to HAL and the Name(s) on whose behalf HAL acts as agent, during the term of this Agreement.
- 3.02 Subject to any specific written instructions which HAL may give to BB from time to time and subject to this Agreement, BB is authorised by HAL and the Name(s) on whose behalf HAL acts as agent to arrange for the monies held within the Butterfield Private Bank General Trust Fund to be invested with any of the Third Party Banks listed in the Fifth Schedule to this Agreement in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement.
- 3.03 In the performance of this Agreement HAL shall at all times observe those Regulations that are applicable to it and shall notify BB in writing of any applicable or relevant changes in or amendment to the Regulations which may, from time to time, require that amendments be made to the procedures envisaged by this Agreement.
- 3.04 BB shall exercise all reasonable skill and care in the performance of its duties under this Agreement and shall keep HAL and the Name(s) on whose behalf HAL acts as agent, informed of all material changes or developments affecting the provision by BB of the Service.
- 3.05 BB shall exercise all reasonable skill and care to ensure the accuracy of information provided by it to HAL under this Agreement.

- 3.06 In the event of dispute, BB's records shall be evidence of dealings in relation to the Service.
- 3.07 Notwithstanding clause 3.04, BB shall not be held liable for any direct or indirect loss, damage, cost or expense incurred by HAL, howsoever caused, resulting from inaccuracies in information given to HAL by BB, whether in negligence or otherwise, unless such inaccuracy results from the bad faith, fraudulent conduct or wilful default of BB or its servants or agents or where BB's liability can otherwise not be excluded or limited by law or regulatory requirements. In no circumstance will BB be liable for any special or consequential damage, howsoever arising.

4. OBLIGATIONS OF HAL & BB

- 4.01 HAL & BB shall neither use, nor cause nor permit to be used, the Butterfield Private Bank General Trust Fund other than for the payment of profits of the Underwriting, or the making of Underwriting payments, or the payment of income generated by Names' deposits or reserves or for any purpose other than, in the case of HAL, as may be agreed from time to time between HAL and their Names and, in the case of BB, as so instructed by HAL.
- 4.02 In the performance of this Agreement BB shall be responsible for ensuring that the Services provided to HAL and the Name(s) on whose behalf HAL acts as agent, adhere to the FSA 'Client Assets Source Book ("CASS" 7)' as it relates to client monies.
- 4.03 HAL shall not request BB to include additional Names within this arrangement without providing BB with a copy of the Client's Consent Form in a form detailed in the Eighth Schedule to this Agreement.
- 4.04 HAL will at the request of BB provide BB with copies of any documents maintained as part of their 'Know Your Customer' regime for the purposes of compliance with the Money Laundering Regulations 2007 and the UK Joint Money Laundering Steering Group Guidance for the UK Financial Sector (as amended from time to time).
- 4.05 HAL shall provide to BB on BB's demand such details as BB may request relating to the source of monies entering the Butterfield Private Bank General Trust Fund or destination of monies to be paid out of the Butterfield Private Bank General Trust Fund. In the event that satisfactory details are not provided, BB may refuse to accept or action a withdrawal request.

5. INSTRUCTIONS

- 5.01 Any instruction made or given by HAL to BB for the purpose of this Agreement shall be in writing and signed in accordance with the mandate detailed in the Seventh Schedule to this Agreement.

- 5.02 Without prejudice to clause 5.01, BB may assume that any notice or instruction received by BB which is signed in accordance with clause 5.01 and purported to be given by or on behalf of HAL is genuine and has been duly authorised unless BB has been notified to the contrary by HAL.
- 5.03 Any instruction made or given by HAL to BB for the purpose of this Agreement being an instruction in respect of which HAL requires BB to take action on any business day must be received by BB by not later than 12:00 noon on that day.
- 5.04 For the purpose of this Agreement "Writing" includes any communication made or given by facsimile, 'e' mail or file transfer. In the case of 'e' mail or file transfer BB will apply a call back procedure.

6. FEES

- 6.01 BB will receive a commission for providing the services outlined in this Agreement at the following rates:

0.50% per annum on funds contained within a Name's General Trust Account(s).

0.125% per annum on funds contained within a Name's Lloyd's Expenses Account(s).

All commissions are collected monthly in arrears.

- 6.02 BB will also receive the benefit of any charge levied with regard to CHAPS and SWIFT transfers, after paying correspondent bank charges, which will be deducted from the relevant payment in each case in accordance with details set out in the Sixth Schedule to this Agreement.

7. VARIATION, WAIVER, ASSIGNMENT

- 7.01 It is hereby agreed between the parties that no amendment or variation to the terms of this Agreement will be effective unless it has been agreed in writing by the parties hereto.
- 7.02 No allowance or indulgence by any party of a breach of any of the terms of this Agreement shall amount to a waiver thereof or subsequently prevent it from insisting on its rights hereunder.
- 7.03 This Agreement, or any rights under it, shall not be capable of assignment by any of the parties except with the prior written consent of the other parties.

8. COMMENCEMENT OF AGREEMENT

- 8.01 The terms of this Agreement and its Schedules replace any prior agreement between HAL and BB and constitute the entire terms for dealings between them in relation to the Butterfield Private Bank General Trust Fund.

8.02 The terms of this Agreement and its Schedules apply to all dealings between HAL and BB in relation to the Butterfield Private Bank Names General Trust Fund at any time both before and after the date of this agreement.

9. REPRESENTATIONS AND WARRANTIES

9.01 BB has entered into this Agreement in reliance on the following representations, and HAL warrants to BB that:

- (a) HAL has all necessary power and authority to enter into this Agreement on its own behalf and on behalf of the Names, and in particular to agree that BB provides the Services in return for the fees referred to in clause 6;
- (b) all consents, authorisations and other requirements of Lloyd's and of the Names which are required or advisable in connection with the execution, delivery and performance of this Agreement have been obtained; and
- (c) HAL is authorised and Regulated by the Financial Services Authority (FSA) and does not undertake any regulated activities for the purposes of the Financial Services and Markets Act 2000 which falls outside its regulatory scope of permissions.

9.02 HAL shall notify BB forthwith if it ceases to be authorised under the Financial Services and Markets Act 2000.

9.03 BB shall not use or permit to be used any information held by it in relation to a Name for the purposes of marketing its products and services unless otherwise agreed by HAL.

10. TERMINATION

10.01 This Agreement may be terminated without penalty at any time by either party giving to the other not less than three month's notice in writing. Termination of this Agreement is without prejudice to any obligation and liability of any party, which remains, unfulfilled or undischarged after termination.

10.02 Either party may terminate this Agreement with immediate effect upon a material breach of its terms by the other party, or upon the insolvency, winding up or administration of the other party.

10.03 Upon termination of this Agreement, BB shall as soon as practicable deliver to HAL copies of such records, books of account and other documents of whatever nature kept by or in the possession of BB pursuant to this Agreement and make such transfer of funds as HAL may reasonably request.

11. DATA PROTECTION ACT/CONFIDENTIALITY

- 11.01 HAL hereby authorises BB to disclose or permit disclosure of any information arising in connection with the Services to any relevant authority but only so far as required by law, statute or regulation. BB will only disclose such information as it reasonably considers necessary for the purposes of the enquiry of the appropriate authority, unless the request is made under rule of law and provided BB takes all steps reasonably open to it to preserve the confidentiality of such information. BB shall not be under any liability to HAL for any such disclosure made in good faith, believing it to be in accordance with any such requirement.
- 11.02 Information of a private and confidential nature provided by HAL to BB in relation to Names will be held in confidence by BB and, in particular will not be passed on to other product or service companies.
- 11.03 HAL warrants to BB that it will maintain all necessary registrations required for the disclosure and use of personal data relating to Names in accordance with the terms of this Agreement for the purposes of the Data Protection Act 1998.
- 11.04 BB warrants that it is registered under the Data Protection Act 1998 in respect of personal data relating to HAL and/or Names. Each Name has a right to obtain a copy of the information held about him or her, for which a fee may be charged to the Name.
- 11.05 BB will comply with the provisions of the Data Protection Act 1998 in respect of any enquiries made by Names, which relate to any personal data concerning them held by BB.

12. INSPECTIONS

- 12.01 HAL shall have the right at any time and from time to time and without prior written notice to BB to inspect and take copies of any records and books of account and other documents of whatever nature of BB in relation to the Services provided by BB under this Agreement and BB agrees to grant an inspector authorised in writing by HAL access to any and all premises where such records and books of account and other documents are kept during BB's normal office hours and to give the said inspector every reasonable facility in carrying out an inspection. This obligation shall survive termination of the Agreement and shall subsist for so long as BB preserves such records and books of accounts.

13. JURISDICTION

- 13.01 This Agreement shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

14. NO PARTNERSHIP

- 14.01 Nothing in this Agreement should or shall be deemed to create any partnership between the parties.

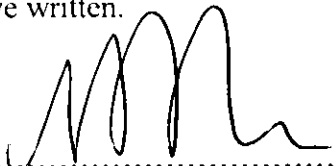
15. NOTICE


15.01 Any notice or other document to be given pursuant to this Agreement shall be addressed to the person or persons specified for this purpose in the Second Schedule (as amended in writing from time to time) delivered by hand or sent by first class post or facsimile transmission to another party to be served at that party's address and for the attention of the person(s) specified in the Second Schedule or to such other address or person as that party shall notify in accordance with this Agreement.

15.02 Any such notice or document shall be deemed to have been served, if delivered by hand, at the time of delivery, or if posted at the expiration of 24 hours after the envelope containing the notice or document shall have been put into the post, or if sent by facsimile transmission or file transfer at the expiration of one hour after the receipt of the notice or document has been automatically acknowledged to the sender and in proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice was properly addressed and posted as a pre-paid first class letter or that the facsimile transmission or file transfer was properly addressed and acknowledged as the case may be.


Signed on behalf of the parties the day and year first above written.

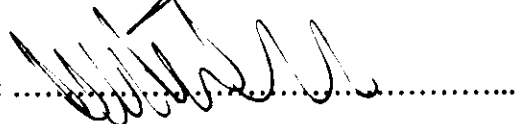
Hampden Agencies Limited:

Director: 

Director: 

**Butterfield Bank (UK) Limited Trustees
of the Butterfield Private Bank
General Trust Fund:**

Director: 

~~Director~~/Company Secretary: 

FIRST SCHEDULE

The Trust Bank Accounts

BB will open a segregated “Client Monies Account”, denominated in sterling, USD and EURO, in the name of Butterfield Bank (UK) Limited A/C Client with the HSBC Bank plc (CASS 7.4.1 Depositing Client Money & CASS 7.4.30 Segregation in different currency).

BB will also establish “Butterfield Bank (UK) Limited A/C Client” accounts or similar as appropriate with each of the Third Party Banks listed in the Fifth Schedule to this Agreement that meet the agreed investment criteria detailed in the Fourth Schedule to this Agreement (CASS 7.4.7 A Firm’s Selection of a Credit Institution).

The list of Third Party Banks will be reviewed continuously by BB’s investment management team to ensure that they remain appropriate to meet HAL and the Name(s) on whose behalf HAL acts as agent’s, objectives (CASS 7.4.10 a Firm’s Selection of a Credit Institution).

BB will invest the monies held within the Butterfield Private Bank General Trust Fund in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement with the Third Party Banks listed in the Fifth Schedule to this Agreement, as amended from time to time.

Individually Designated Memorandum Accounts

BB will open a memorandum ‘General Trust’ account, in each currency as appropriate, for each participating HAL Name (CASS 7.6.1 Records & Accounts), and /or

BB will open a memorandum ‘Lloyds Expenses’ account, for each “Year of Account” and in each currency as appropriate, for each participating HAL Name (CASS 7.6.1 Records & Accounts).

The Name’s Lloyd’s membership number, including alpha suffix, will be used as the memorandum account reference number in each instance.

Income

BB will, on a daily basis, calculate the amount of income received from each investment and will allocate this income, net of the agreed commission (refer Clause 6.01), pro rata to each memorandum account.

The income due to each Name will be added to the appropriate memorandum account at the end of each quarter or up on the withdrawal of a Name from these arrangements.

Full details of all income generated by this arrangement will be advised to HAL, on a Name by Name basis, in an agreed file format.

BB will not be able to generate Income for Names where the aggregate balance of the funds held within the Trust falls below £50,000 or currency equivalent.

All income will be generated gross and will be reported to Names and the Inland Revenue by BB, in accordance with regulatory deadlines.

Regular Reporting

Statements: BB will produce a full narrative statement for each memorandum account per Name at the end of each quarter, which will be despatched directly, by BB, to a Name.

BB will forward copies of such statements to HAL electronically in a PDF format by email for their records.

Year End Summaries of Income: BB will produce and despatch, within 60 days of the Financial Year end, a summary of the income generated for a Name on each memorandum account.

BB will forward copies of such year end summaries of income to HAL electronically in a PDF format by email for their records.

With regard to the despatch of statements and year end summaries of income HAL will provide BB with Names' address details and will undertake to up-date this information seven working days before each quarter end.

Where instructed duplicate statements and year end summaries of income will be produced and posted directly to a Name's Accountant and as required.

BB will retain copies of such statements and year end summaries of income for a period of five years (CASS 7.6.4 Record Keeping).

Management and Reconciliation Information

HAL will:

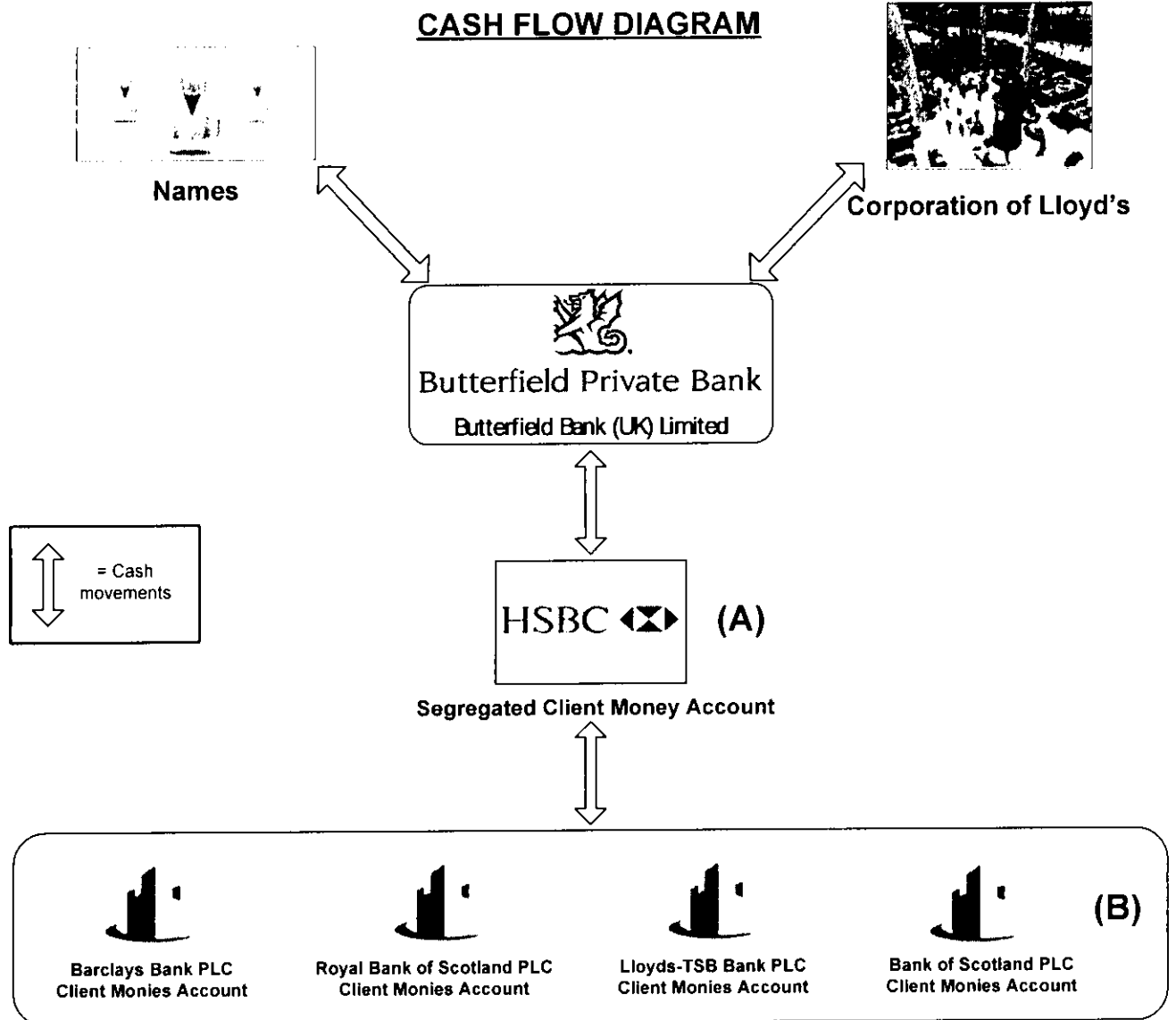
- (i) promptly upon signature of this Agreement provide to BB copies of each Names Client Consent Form in a form detailed in the Eight Schedule to this Agreement together with details of each Name's residential and correspondence address;
- (ii) at all times provide to BB:
 - (a) details of any new Names (together with the other information referred to in (i) above and as set out in clause 4.05); and
 - (b) details of changes in any information previously supplied by it to BB: and

BB will:

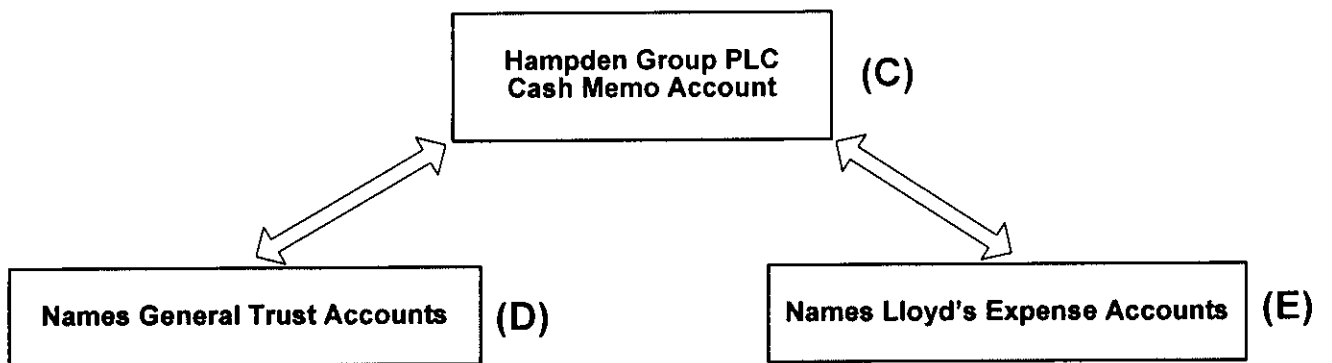
- (i) maintain records of all transactions undertaken by BB on behalf of each Name and provide to HAL on a daily basis, by file and in an encrypted form, the following information:

- The balances of each memorandum General Trust and / or Lloyd's Expense Account held for each Name.
 - Details of any transactions undertaken on behalf of a Name during the previous working day.
- (ii) Complete and retain a full reconciliation in accord with “the standard method of internal client money reconciliation” (CASS 7.6.7 & CASS 7.6.8 Records) of all monies held within the Butterfield Private Bank General Trust Fund on a daily basis (CASS 7.6.2 Records & Accounts) against the confirmations and statements received from the Third Party Banks (CASS 7.6.9 Reconciliations with external records) and will retain such information for a period of five years (CASS 7.6.4 Record Keeping).
- (iii) Where a discrepancy arises (CASS 7.6.13 Reconciliation Discrepancies) BB will identify the reason for the discrepancy and will ensure that:
- Any short fall is covered by the close of business on the day of the reconciliation; or
 - Any excess is withdrawn within the same time period.
- (iv) Where a discrepancy arises (CASS 7.6.14 Reconciliation Discrepancies) as a result of a reconciliation between BB's internal records and the Third Party Banks, BB will identify the reason for the discrepancy and will correct it as soon as possible, unless the difference arises solely as a result of timing differences between the accounting systems of the party providing the statement or confirmation and that of BB.
- (v) If BB is unable to resolve a difference arising from reconciliation between its records and those of a third party it will pay its own money into the relevant account until the matter can be resolved (CASS 7.6.15 Reconciliation Discrepancies).
- (vi) BB will, without delay inform the FSA in writing (CASS 7.6.16 Notification Requirements):
- If it has not complied with or is unable to comply with the requirements in CASS 7.6.1, CASS 7.6.2 or 7.6.9;
 - If having carried out reconciliation it has not complied with, or is unable, in any material respect to comply with CASS 7.6.13 to CASS 7.6.15.

Accounting Structure



ACCOUNTING FLOW DIAGRAM



RECONCILIATION

The total value (capital plus accrued income) of the Names General Trust Accounts and the Names Lloyd's Expense Accounts is equal to the balance of the Hampden Group PLC Cash Memo Account, which is in turn equal to the balance of the HSBC Segregated Client Money Account plus the balances of each of the Client Monies Account held by Barclays, The Royal Bank of Scotland, The Bank of Scotland and Lloyds-TSB Bank as appropriate.

- 14 -
 $(A + B) = C = (D + E)$

Day to day transactions

Funds, from a variety of sources – cheque, SWIFT, CHAPS and BACS - will initially be cleared through Butterfield Private Bank General Trust Account(s) opened with Butterfield Bank (UK) Limited. All funds received by electronic transfer will be confirmed directly to HAL for reference purposes.

Once cleared funds will be transferred into the “Segregated Client Monies” accounts opened with the HSBC Bank plc.

All cheques remittances should be forwarded directly to BB.

Electronic transfers should be detailed as follows:

Sterling:

Name: **Butterfield Bank (UK) Limited**
Address: **99 Gresham Street**
London EC2V 7NG
Sort Code: **40-52-26**
Account: The Butterfield Private Bank General Trust Account
A/c no: 30003959
Ref.: 18 character reference which should detail the Name’s Lloyd’s membership number, with alpha suffix, the two digit account reference code (03), (07), (08) etc and as much of the Name’s name as can be inserted.

Dollars:

Name: **Butterfield Bank (UK) Limited**
SWIFT: **LJSOGB2L**
Account: The Butterfield Private Bank General Trust Account
A/c no: 01959015
Ref.: 18 character reference which should detail the Name’s Lloyd’s membership number, with alpha suffix, the two digit account reference code (03) and as much of the Name’s name as can be inserted.

Euros:

Name: **Butterfield Bank (UK) Limited**
SWIFT: **LJSOGB2L**
Account: The Butterfield Private Bank General Trust Account
IBAN: GB42LJSO40522639590036
Ref.: 18 character reference which should detail the Name’s Lloyd’s membership number, with alpha suffix, the two digit account reference code (03) and as much of the Name’s name as can be inserted.

Where payments are received through CHAPS (Clearing House Automated Payment System) or SWIFT (the Society for Worldwide Interbank Financial Telecommunications) on a Business Day before 2:00 p.m. for sterling and 10:00 a.m. for U S dollars and / or euros, funds will be treated as being received and cleared on that day. If BB receives notice of incoming funds after these times they will be treated as being received and cleared on the next Business Day. Sterling cheques, deposited in to the Butterfield Private Bank General Trust Fund's account with Butterfield Bank (UK) Limited, will receive value i.e. be transferred to the HSBC Bank plc Segregated Client Monies A/C for onward investment in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement after two Business Days. Names will, however, be unable to draw against these funds until the fourth Business Day after the Business Day on which the cheque was deposited.

U S dollar cheques, deposited in to the Butterfield Private Bank General Trust Fund's account with Butterfield Bank (UK) Limited, drawn on a bank in New York will receive value i.e. be transferred to the HSBC Bank plc Segregated Client Monies A/c for onward investment in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement five Business Days after the Business Day on which the cheque was deposited.

U S dollar cheques, deposited in to the Butterfield Private Bank General Trust Fund's account with Butterfield Bank (UK) Limited, drawn on a bank in the United States of America but outside of New York will receive value i.e. be transferred to the HSBC Bank plc Segregated Client Monies A/c for onward investment in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement ten Business Days after the Business Day on which the cheque was deposited.

Euro cheques, deposited in to the Butterfield Private Bank General Trust Fund's account with Butterfield Bank (UK) Limited will receive value i.e. be transferred to the HSBC Bank plc Segregated Client Monies A/c for onward investment in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement five Business Days after the Business Day on which the cheque was deposited.

With regard to U S dollar denominated cheques drawn on banks outside of the United States of America or Euro denominated cheques drawn on banks outside of the Euro zone BB will forward such remittances directly to the drawee bank for payment to the appropriate Butterfield Private Bank General Trust Fund's account with Butterfield Bank (UK) Limited on a Collection basis. Such Collections will receive value i.e. be transferred to the HSBC Bank plc Segregated Client Monies A/c for onward investment in accordance with the Investment Parameters detailed in the Fourth Schedule to this Agreement when cleared funds have been received from the drawee bank.

Withdrawals will be undertaken by BB on receipt of written instructions from HAL signed in accordance with the mandate detailed in the Seventh Schedule to this Agreement.

Cheques: Will be issued and delivered to HAL for despatch to a Name on the day after receipt of a written instruction. A cheque run can be co-ordinated for a particular date where this facility is required.

BACS: Names can opt to receive their sterling funds directly into their UK Bank account. Such transfers would be completed 2 working days after receipt of a written instruction provided said instruction is received not later than 12.00 noon on that day.

CHAPS: Names can opt to receive their sterling funds directly into their UK bank account. Such transfers would be completed on the day of receipt of a written instruction provided said instruction is received not later than 12.00 noon on that day. A fee will be levied by BB in lieu of such transfers details of which are set out in the Sixth Schedule to this Agreement.

SWIFT: Names can similarly opt to receive their funds directly into their overseas bank account. Such transfers would be completed the day after receipt of written instructions, for spot value i.e. next day settlement for U S dollars or two working days for any other currency. A fee will be levied by BB in lieu of such transfers details of which are set out in the Sixth Schedule to this Agreement.

Before undertaking any payments BB will:

- ~ ensure that the total of any drawings do not exceed the available balance of the applicable Name's memorandum account;
- ~ check all data received on disk or paper to ensure that the information is accurate before being loaded in to the system (where an error is found this would be immediately raised with HAL);

Currency Conversions

Cleared funds may be converted to any currency acceptable to BB upon receipt of written instructions from HAL signed in accordance with the mandate detailed in the Seventh Schedule to this Agreement.

Conversions will be carried out at the exchange rate set by BB from time to time in relation to the rates available in the London inter-bank foreign exchange market. Provided instructions are received by 3:00 p.m., conversion will be done at a spot exchange rate for value two Business Days later. Instructions received after this time will be processed on the next Business Day.

SECOND SCHEDULE

Persons nominated to receive Notices pursuant to clause 15 of this Agreement.

On behalf of BB:

Simon Brooks or Ian Sarfas
Butterfield Bank (UK) Limited
99 Gresham Street
London EC2V 7NG

Tel: 020-7776-6700
Fax: 020-7776-6701

On behalf of HAL:

Mark Tottman or Neil Smith
Hampden Agencies Limited
85 Gracechurch Street
London,
EC3V 0AA

Tel: 020-7863-6500
Fax: 020-7863-6555

THIRD SCHEDULE

Dated _____

BUTTERFIELD BANK (UK) LIMITED

DECLARATION OF TRUST

**FOR THE BUTTERFIELD PRIVATE BANK
GENERAL TRUST FUND**

THIS DECLARATION OF TRUST is made on the

by **BUTTERFIELD BANK (UK) LIMITED** (the “**Trustee**”) of 99 Gresham Street London EC2V 7NG, which term shall include all other persons from time to time and for the time being the trustee or trustees under this Declaration of Trust

WHEREAS

- (A) The Trustee provides cash management, banking and record keeping facilities to certain of its customers who are members’ agents at Lloyd’s (“**Members’ Agents**”).
- (B) The Trustee has entered into an agreement (a “**Service Agreement**”) with each such Members’ Agent pursuant to which the Trustee has agreed to assist that Members’ Agent to arrange for the payment by Lloyd’s or an individual Name on whose behalf it acts of distributions and other moneys (“**Distributions**”) due to individual members of Lloyd’s on behalf of whom that Members’ Agent acts as agent (“**Names**”).
- (C) The Trustee has agreed to hold such Distributions on trust for the Names on the terms of this Trust Deed

1. DECLARATION OF TRUST

- 1.1 Whenever a Members’ Agent, pursuant to a Services Agreement, directs Lloyd’s or an individual Name on whose behalf it acts to pay a Distribution to the Trustee, the Trustee will pay that Distribution into an account opened with a Third Party Bank as listed in the Fifth Schedule to the Service Agreement (each a “**Client Account**”) designated as “The Butterfield Bank (UK) Limited A/C Client” or similar, each such account to be subdivided in the books of the Trustee into separate memorandum accounts (each a “**Memorandum Account**”) designated with the name of each Name on whose behalf a Distribution is paid.
- 1.2 The Trustee will hold its interest in the Trust Account, together with accrued interest thereon, on trust for each Name to the extent of the balance from time to time standing to the credit of that Name’s Memorandum Account (but subject always to any written agreement such as is referred to in clause 4).

2. SUPPLEMENTAL PROVISIONS

The Trustee:

- (a) may rely and act upon any written notification, communication, certificate or other document, signed in accordance with the Mandate received by it from a Members’ Agent in relation to any Memorandum Account, which is believed by it to be genuine;

- (b) may accept deposits from, lend money to, provide advisory and other services to, or engage in any kind of banking or other business with any Name, without liability to account or disclose such arrangements to any person provided such services are not marketed to Names without the prior consent of the Members Agent; and
- (c) shall not be liable for any loss incurred by any such bank or institution as is referred to in Clause 1, provided that the Trustee exercised reasonable care in the selection of such bank or institution.

3. APPOINTMENT AND RETIREMENT OF TRUSTEES

- 3.1 The statutory power to appoint new or additional Trustees shall be vested in the Trustee.
- 3.2 A Trustee may retire at any time without assigning any reason and without being responsible for the costs occasioned by that retirement, provided that such a retirement shall not take effect until the appointment of a new Trustee has been made and accepted by all parties to this Agreement.

4. REMUNERATION

The Trustee shall be entitled to be remunerated for acting as Trustee and for all services performed and time occupied in relation to the opening and the administration of the Client Accounts and the Memorandum Accounts and the transfer of funds to and from the Client Accounts and the Memorandum Accounts, the amount of such remuneration to be agreed in writing between the Trustee and each Name's Members' Agent. The Trustee shall not be accountable to any Name for any remuneration or fees, nor for any other payment which it may receive from any person in relation to such activities, nor in respect of its acting as Trustee.

5. PERPETUITY PERIOD


The perpetuity period for each trust created by this Trust Deed shall be 80 years from the date of this Declaration of Trust.

6. GOVERNING LAW

This Declaration of Trust shall be governed and construed in all respects in accordance with English Law.

AS WITNESS whereof this Declaration of Trust has been duly executed

EXECUTED as a DEED
 by **BUTTERFIELD BANK (UK) LIMITED**
 in the presence of:

) 
) 
)

FOURTH SCHEDULE

INVESTMENT PARAMETERS

Investment Objective

The Trustees will seek to achieve annual returns equal to or in excess of: the UK base rate (sterling); the US Federal Funds rate (US\$); European Central Bank funding rate (€) less the agreed management fee.

Investment Parameters

Monies deposited within the Butterfield Private Bank General Trust Fund will be invested subject to the following investment guideline and restrictions:

1. Cash deposits may be held with Banks that meet or exceed the following quality credit criteria at the time that a deposit is made:
 - 1.1. The Third Party Bank must have a FITCH unsecured senior debt rating of AA and a FITCH short-term rating of F1+.
 - 1.2. The Third Party Bank must have a MOODYS unsecured senior debt rating of Aa2 and a short-term debt rating of P-1.
 - 1.3. The Third Party Bank must have a Standards & Poors long term foreign issuer credit rating of AA- and a short-term foreign issuer credit rating of A-1+
2. Fixed term deposits may be used subject to the following:

<i>Asset</i>	<i>Term</i>	<i>Range</i>	<i>Currency</i>
Fixed deposits	up to 1 week	0-100%	100% user currency
Fixed deposits	1 week to 1 month	0-40%	100% user currency
Fixed deposits	1-3 months	0-10%	100% user currency

3. No more than 25% of the fund may be held as fixed deposits with one Banking group.
4. At all times 15% of the fund will be available at 24 hours notice without penalty.
5. At all times 25% of the fund will be available at one weeks notice (or less) without notice.

FIFTH SCHEDULE
THIRD PARTY BANK

BANKS

1. Barclays Bank plc
2. The Royal Bank of Scotland plc
3. Lloyds TSB Group plc
4. Halifax Bank of Scotland Group plc
5. HSBC Bank plc (Segregated Client Monies Accounts only)
6. Butterfield Bank (UK) Limited *

* For the sake of clarity all remittances both in and out of the Butterfield Private Bank General Trust Fund, will be cleared through Butterfield Bank (UK) Limited's standard clearing arrangements, which will mean that the Fund will have a day light exposure, to the extent of the net difference between daily receipts and payments, to Butterfield Bank (UK) Limited.

SIXTH SCHEDULE

FEES & CHARGES

BB will receive commission from the interest received equivalent to:

0.50% per annum of funds contained within the Hampden Agencies Names General Trust Account,

0.125% per annum of funds contained within the Hampden Agencies Lloyd's Expense Account, and

Such fees shall be deducted from the interest paid prior to crediting the individual party accounts with the balance of the interest.

For all accounts the following administration fees are applicable:

Receipts

Sterling FREE

Dollars FREE

Euro FREE

Withdrawals

Cheques/Drafts FREE

BACS (sterling only) FREE

CHAPS (sterling only) £ 15.00

SWIFT (sterling only) £ 15.00

SWIFT (dollars) \$ 25.00

SWIFT (Euro) € 20.00

Management Information

Statements FREE

Interest Summary Letter FREE

Credit/Debit advises FREE

Electronic Data Files FREE

SEVENTH SCHEDULE

MANDATE

Date

Any instruction made or given by HAL to BB for the purpose of this Agreement shall be in writing and signed

by:.....
.....(*insert Any Two Directors, Any One Director and a Signing Official or whatever signing arrangements are appropriate*)

We give below for your records the full names and signatures of the Directors and signing officials of the Company

Chairman

DIRECTORS Name in Full

Specimen Signature

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SIGNING OFFICIALS Names in full and designations

Specimen Signature

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**SIGNING OFFICIALS Names in full
and designations**

Specimen Signature

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EIGHTH SCHEDULE

LETTER OF CONSENT

Authority to Open / Continue a Butterfield Private Bank General Trust Fund Account

I hereby authorise:

- (a) Hampden Agencies Limited (HAL) to deposit monies beneficially owned by me into the Butterfield Private Bank General Trust Fund where they will be held to my order.
- (b) Butterfield Bank (UK) Limited as Trustees of the Butterfield Private Bank General Trust Fund to accept and comply with instructions for the withdrawal and payment of any monies held to my order within the Trust Fund provided that such withdrawals and payments are signed by two authorised signatories of Hampden Agencies Limited

Signed: Date

.....
The Butterfield Private Bank General Trust Fund facility has been designed to enable sterling, U S Dollars and / or Euros beneficially owned by you as a consequence of your business at Lloyd's to be deposited into a Trust Fund, which does not form part of your Funds at Lloyd's.

Butterfield Bank (UK) Limited are the Trustees of the Butterfield Private Bank General Trust Fund.

You are the beneficial owner of any funds held by the Trust on your behalf and the trustees will forward a statement of the assets held on your behalf to you at the end of each quarter.

The assets of the Trust are deposited with Banks that meet or exceed the following quality credit criteria at the time that a deposit is made:

- 1.1. They must have a FITCH unsecured senior debt rating of AA and a FITCH short-term rating of F1+.
- 1.2. They must have a MOODY'S unsecured senior debt rating of Aa2 and a short-term debt rating of P-1.
- 1.3. They must have a Standards & Poors long term foreign issuer credit rating of AA- and a short-term foreign issuer credit rating of A-1+.

This criterion only applies to five UK Banks at the time of writing these being: HSBC Bank plc, Barclays Bank plc, The Royal Bank of Scotland plc, HBOS Bank plc and Lloyds-TSB Bank plc.

The Trustees will seek to achieve annual returns equal to or in excess of: the UK base rate (sterling); the US Federal Funds rate (US\$); European Central Bank funding rate (€) less the agreed management fee.

The Trustees management fee for providing this facility is as follows:

0.125% per annum on the Premiums Trust Fund withdrawal funds.

0.50% per annum on any other funds.