

Agent needs to appoint Managing Agent's Trustees to act jointly with the Continuing Trustees

- (ii) a Managing Agent's Dollar Trustee of the Agent (in its said capacity as a Managing Agent) under the applicable Lloyd's American Instrument 1995 as regards such of the Relevant Trust Deeds as are for general business (and as regards all Lloyd's Premiums Trust Deeds for general business in respect of which the Agent needs to appoint Managing Agent's Trustees) again to act jointly with the Continuing Trustees
 - (iii) a Managing Agent's Singapore Policies Trustee of the Agent (in its said capacity as a Managing Agent) under the Lloyd's Asia (Singapore Policies) Instrument 2002 as regards such of the Relevant Trust Deeds as are for general business (and as regards all Lloyd's Premiums Trust Deeds for general business in respect of which the Agent needs to appoint Managing Agent's Trustees) again to act in each case in place of Retiring Trustee (who desires to be discharged from the trusts of such Instrument) and jointly with the Continuing Trustees and also
 - (iv) a Managing Agent's Offshore Policies Trustee of the Agent (in its said capacity as a Managing Agent) under the Lloyd's Asia (Offshore Policies) Instrument 2002 as regards such of the Relevant Trust Deeds as are for general business (and as regards all Lloyd's Premiums Trust Deeds for general business in respect of which the Agent needs to appoint Managing Agent's Trustees) again to act in each case in place of Retiring Trustee (who desires to be discharged from the trusts of such Instrument) and jointly with the Continuing Trustees
- (B) The New Trustee is a [director of/partner in] the Agent
- (C) The New Trustee has entered into an undertaking with Lloyd's that he will as regards any and every Lloyd's Premiums Trust Deed and applicable Lloyd's American Instrument, Lloyd's Asia (Singapore Policies) Instrument and Lloyd's Asia (Offshore Policies) Instrument in respect of which he is appointed a trustee fully diligently and promptly carry out all duties and carefully and properly exercise all powers and discretions imposed or conferred on him in that capacity (and otherwise fully comply in every respect with all the trusts powers and provisions of any and every such Trust Deed and Instrument and any applicable requirements of the Council of Lloyd's relating thereto)
- (D) Having regard to the matters mentioned in Recital (C) hereof the Council of Lloyd's has agreed, in relation to all Premiums Trust Deeds and applicable Lloyd's American Instruments, Lloyd's Asia (Singapore Policies) Instruments and Lloyd's Asia (Offshore Policies) Instruments which require it to do so, to consider whether to give its consent to the appointment that is hereinafter made by Clause 1 of this Deed (such appointment being made subject to and conditional upon such consent the giving of which is evidenced by Lloyd's execution of this Deed)

NOW THIS DEED WITNESSETH as follows:-

The Agent in exercise of all powers it enabling (but subject to the consent of the Council of Lloyd's evidenced by Lloyd's execution of this Deed) **HEREBY APPOINTS** with effect on and after [] *[please here specify date when this Deed is to come into effect being a date after the date of this Deed agreed with Lloyd's]* the New Trustee to be a Managing Agent's Trustee of the Agent (in its capacity as a Managing Agent) under each of the Relevant Trust Deeds (and all Lloyd's Premiums Trust Deeds in respect of which the Agent needs to appoint Managing Agent's Trustees) **AND ALSO** (as regards such of the Relevant Trust Deeds as are for general business) to be Managing Agent's Dollar Trustees of the Agent (in its capacity as a Managing Agent) under the applicable Lloyd's American Instrument 1995 and to be to be a Managing Agent's Singapore Policies Trustee of the Agent (in its capacity as a Managing Agent) under the Lloyd's Asia (Singapore Policies) Instrument 2002 and also to be a Managing Agent's Offshore Policies Trustee of the Agent (in its capacity as a Managing Agent) under the Lloyd's Asia (Offshore Policies) Instrument 2002 **SO AS** in each such case to act on and after that date jointly with the Continuing Trustees

IN WITNESS WHEREOF this instrument has been executed and delivered as a deed the date first above written

SCHEDULE 1
The New Trustee

The New Trustee is:

SCHEDULE 2

The Continuing Trustees

The **COMMON SEAL** of **LLOYD'S**)
was hereunto affixed in the presence of)

.....
Authorised Signatory

EXECUTED as a **DEED** by)
[insert name of Agent])
acting by [insert name of director] and)
[insert name of director or secretary])

.....
Director

.....
Director/Secretary

SIGNED as a **DEED** by)
[insert name of New Trustee])
in the presence of [insert name of)
witness])

.....
[signature of New Trustee]

.....
[signature of witness]

[name, address and occupation of witness]

SIGNED as a **DEED** by)
[insert name of Continuing Trustee])
in the presence of [insert name of)
witness])

.....

[signature of Continuing Trustee]

.....

[signature of witness]

[name, address and occupation of witness]

SIGNED as a **DEED** by)
[insert name of Continuing Trustee])
in the presence of [insert name of)
witness])

.....

[signature of Continuing Trustee]

.....

[signature of witness]

[name, address and occupation of witness]

INSTRUCTIONS FOR COMPLETION AND EXECUTION

1. Do not date the deed (at the top of the first page). Lloyd's will do this if and when it executes the deed. It will, however, be necessary to insert in the main clause of the deed the future date. This future date should either be left blank and Lloyd's will complete this as the date the day after execution (the earliest date possible) or a future date that allows enough time to be submitted, checked and executed by Lloyd's (generally 5 working days but you may wish to check with Lloyd's first).
2. In (2) on page 1, fill in the name and full registered address of managing agent (or, where it is a partnership, the address of its principal office).
3. In Recital (B), delete as appropriate depending on whether the managing agent is a body corporate or partnership and delete the square brackets.
4. In Schedule 1, insert the full name and address of "the New Trustee".
5. In Schedule 2, insert the full names and addresses of "the Continuing Trustees".
6. There should be one execution clause for each party to this Deed. This pro forma deed assumes there is one New Trustee and two Continuing Trustees. If there are more, a corresponding number of further execution clauses need to be added.