



Debtor White Rock Insurance (SAC) Limited  
Name

Case number (if known) \_\_\_\_\_

**8. Others entitled to notice**

Attach a list containing the names and addresses of:

- (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
- (ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

**9. Addresses**

**Country where the debtor has the center of its main interests:**

Bermuda

**Debtor's registered office:**

Victoria Place, 5th Floor, Victoria Street  
Number Street

P.O. Box \_\_\_\_\_

Hamilton HM 10  
City State/Province/Region ZIP/Postal Code

Bermuda  
Country

**Individual debtor's habitual residence:**

\_\_\_\_\_  
Number Street

P.O. Box \_\_\_\_\_

\_\_\_\_\_  
City State/Province/Region ZIP/Postal Code

\_\_\_\_\_  
Country

**Address of foreign representative(s):**

3rd Floor, 19 Par-la-Ville Road  
Number Street

P.O. Box \_\_\_\_\_

Hamilton HM 11  
City State/Province/Region ZIP/Postal Code

Bermuda  
Country

**10. Debtor's website (URL)**

www.aon.com

**11. Type of debtor**

Check one:

☐ Non-individual (check one):

☒ Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1.

☐ Partnership

☐ Other. Specify: \_\_\_\_\_

☐ Individual

Debtor White Rock Insurance (SAC) Limited  
Name

Case number (if known) \_\_\_\_\_

**12. Why is venue proper in this district?**

Check one:

- ☐ Debtor's principal place of business or principal assets in the United States are in this district.
- ☐ Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:
- \_\_\_\_\_
- ☒ If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because:  
Pendency of the proceeding *In re Vesttoo Ltd., et al.*, Case No. 23-11160 (MFW) (Bankr. D. Del.)

**13. Signature of foreign representative(s)**

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct,

**X** /s/ Charles Thresh

Signature of foreign representative

Charles Thresh

Printed name

Executed on 08 / 28 / 2023  
MM / DD / YYYY**X** /s/ Michael Morrison

Signature of foreign representative

Michael Morrison

Printed name

Executed on 08 / 28 / 2023  
MM / DD / YYYY**14. Signature of attorney****X** /s/ Eric D. Schwartz

Signature of Attorney for foreign representative

Date 08 / 28 / 2023

MM / DD / YYYY

Eric D. Schwartz

Printed name

Morris, Nichols, Arsht & Tunnell LLP

Firm name

1201 North Market Street , 16th Floor

Number

Street

Wilmington

City

Delaware

State

19899-1347

ZIP Code

(302) 351-9308

Contact phone

eschwartz@morrisnichols.com

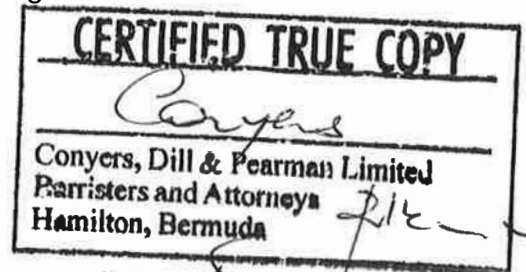
Email address

3134

Bar number

DE

State



IN THE SUPREME COURT OF BERMUDA

COMMERCIAL COURT

2023: No. 261

IN THE MATTER OF WHITE ROCK INSURANCE (SAC) LIMITED

AND IN THE MATTER OF SECTION 35 OF THE INSURANCE ACT 1978

AND IN THE MATTER OF SECTION 24 OF THE SEGREGATED ACCOUNTS COMPANIES ACT  
2000

*Consisting of 11 pages  
25th August 2023*

JEFFREY P. ELKINSON  
JUSTICE OF THE PEACE  
NOTARY PUBLIC  
COMMISSIONER FOR OATHS  
HAMILTON, BERMUDA

*41441 299 4932*

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ORDER

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**UPON** the Petition presented to this Court on 2 August 2023 by the Bermuda Monetary Authority (the "Petitioner")

**AND UPON** an application for the appointment of JPLs made by Summons filed herein on 31 July 2023 ("JPL Application")

**AND UPON** reading the evidence filed by the Petitioner and the Company

*File*

**AND UPON** hearing Counsel for the Petitioner and the Company

**IT IS ORDERED** that:

1. The Court file be sealed and not available for inspection to the public until further order of the Court
2. The Application to amend the Petition is granted in the terms sought in the Summons.
3. The Petition is adjourned until the 29<sup>th</sup> September 2023 at 1030 a.m.
4. The application for Confidentiality is adjourned to the date of the Petition
5. Michael Morrison and Charles Thresh of Teneo (Bermuda) Limited of 3<sup>rd</sup> Floor, 19 Par-la-Ville Road, Hamilton, Bermuda be appointed as the Joint Provisional Liquidators (the "**JPLs**") of the Company pursuant to section 170(2) of the Companies Act 1981 (the "**Act**") and that their powers be limited pursuant to section 170(3) of the Act in accordance with the Schedule attached to this Order.
6. The title of these proceedings be appended with the words "(Provisional Liquidators appointed) (for restructuring purposes only)".
7. The Petitioner shall have its costs of the Petition to date and the costs of the Summons as costs of preserving, realizing or getting in the assets of the Company pursuant to Rule 23(3) and/or Rule 140 of the Companies (Winding Up) Rules 1982.
8. Subject the powers in the Schedule, the JPLs are authorised to engage in Bermuda and overseas such professionals as may be appropriate and to take all steps which will enable them to fully carry out their obligations as JPLs of the Company in overseas jurisdictions and territories



including but not limited to the United Kingdom, the United States and Israel and seek recognition in any of those jurisdictions and territories.

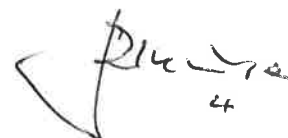
**DATED** this 18<sup>th</sup> day of August 2023



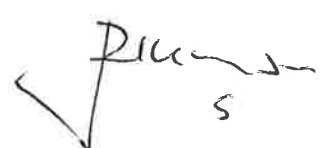
**CHIEF JUSTICE**

## SCHEDULE

1. The JPLs shall be empowered to carry out the functions identified herein with respect to the Company acting only in respect of the segregated accounts identified at Annex 1 (Vesttoo Cells). The power of the JPLs in respect of the Vesttoo Cells shall not include the business or operations of the Company acting in respect of any other cells of the Company, which exist now or are hereafter formed, including without limitation any and all cells not identified at Annex 1 (Unaffected Cells). The power of the JPLs does not extend beyond the aforementioned, including, for the avoidance of doubt, with respect to the business or operations of affiliates, subsidiaries and parent companies of the Company.
2. The JPLs shall be empowered:
  - (a) to develop and propose a plan to mitigate, correct or otherwise address the negative impact of loss or impairment of collateral by the Vesttoo Cells in a manner designed to allow the Company acting in respect of the Unaffected Cells and generally, to continue as a going concern, with a view to making a compromise or arrangement with the Vesttoo Cell cedents, including (without limitation) a compromise or arrangement by way of a scheme of arrangement, or novating the Vesttoo Cells outside of the Company (Vesttoo Cell Restructuring);
  - (b) to monitor, consult with, oversee or otherwise liaise with the Board and cedents of the Vesttoo Cells in determining the most appropriate manner to conduct the ongoing negotiations with third parties, to pursue all avenues for the Vesttoo Cell Restructuring in such a way as to fund the Vesttoo Cell Restructuring in the most effective manner;
  - (c) to allow the Board to maintain sustainable operation of the Company for the benefit of the Unaffected Cells, including the maintenance of all operating licenses, and other rights with a view to preserving the value of the underlying business and ensuring the orderly disposal or other treatment of the Vesttoo Cells and the liabilities linked thereto;
  - (d) without prejudice to the generality of the forgoing, to maintain the Company's operations for the benefit of the shareholders of the Company, the owners of the Unaffected Cells and the cedents of the Unaffected Cells;

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- (e) to oversee the existing Board (and attend any Board meetings) for the purposes of protecting the interests of, and effect a maximisation of returns to, the Vesttoo Cells' cedents;
- (f) to request from the Board (and such requests not to be unreasonably refused) ongoing reports and information in respect of the Unaffected Cells (and to ask any questions as appropriate) in so far as any such information relates to their obligations to the Vesttoo Cells and their powers herein;
- (g) subject to paragraph 2(n) herein, and in consultation with the Board, to locate, protect, secure and take into their possession and control all assets and property to which the Company acting in respect of the Vesttoo Cells is or appears to be entitled;
- (h) after prior discussion with the Board and with regard to the Board's legal strategy in respect of the Vesttoo Cells, to deal with questions from cedents and parties linked to the Vesttoo Cells in any way relating to or affecting the assets or the restructuring of the Vesttoo Cells, in line with the limited recourse nature of a SAC structure;
- (i) to see, inspect, review, locate, and take copies of the books, papers, writings, documents and records relating to the Company held by any third party including the accountancy and statutory records within the jurisdiction of the Court or in any other jurisdictions in which the Company has operations and, including, without limitation, to require the Company to make a forensic image of the Company's and its subsidiaries' management information systems including records stored on their computers. Such forensic image is to be stored on behalf of the Company and appropriately safeguarded to protect the integrity of the data (including all metadata) and shall only be accessed with the mutual written consent of the Board and the JPLs or as directed by this Honourable Court. The books, papers, writings, documents and records relating to the Company include, amongst others:
  - (i) emails exchanged and other correspondence between the Company and its auditors, and the Company and other third parties, save and except for legally privileged material (i) involving, concerning, or relating to claims by or on behalf of the Company against Aon plc or its affiliates or subsidiaries or their respective officers, directors, employees and agents; or (ii) where sufficient adversity existed or exists between the JPLs and the Company

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and/or other Directors such that the JPLs had or have no reasonable expectation of an attorney-client privileged relationship with Company counsel. Any disagreement by the Board on the nature and/or and relevance of the privileged material requested by the JPL's to be resolved by way of application to the Court as appropriate; and

- (ii) documents and information provided by the Company to its auditors and provided by the auditors to the Company in relation to the audit work;
- (iii) notwithstanding the foregoing, the JPLs (and any parties authorised by the Court) shall not be entitled to have access to documents, information and correspondence with the Company and its legal advisors (internal and external) to the extent that such documents and information would attract legal privilege save for those documents and information directly affecting the Vesttoo Cell Restructuring. As with above any disagreement over the nature and/or relevance of ant privileged material requested by the JPL's to be resolved by way of application to the Court as appropriate.
- (j) coordinate with the Company's counsel to do all such things as may be necessary or expedient for the protection or recovery of the property and assets of the Vesttoo Cells at law or in equity in any jurisdiction, save that, all actions on the Company's behalf shall be (1) with prior discussion with the Board; and (2) with regard to the Board's legal strategy in respect of the Vesttoo Cells;
- (k) with the consent of the Company (which shall not be unreasonably withheld), to supervise the operation and/or opening and/or closing of any bank accounts in the name of and on behalf of the Company pertaining to the Company's general account for the purposes of the Segregated Accounts Companies Act (or other applicable law) in respect of the Vesttoo Cells;
- (l) Subject to applicable laws, to make payments to the Vesttoo Cells' cedents, pursuant to their contractual rights;
- (m) to discharge debts incurred by the Vesttoo Cells after the commencement of the provisional liquidation of the Company, as regards the Vesttoo Cells, as expenses or disbursements properly incurred in the provisional liquidation;
- (n) to appoint and engage attorneys (subject to paragraphs 2 (j) above and 13 below), clerks, servants, employees, managers and agents to assist the JPLs in the performance of the JPLs' duties and to remunerate them out of the assets of the Company as an expense of the provisional liquidation, to the extent such

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expenses are reasonable and necessary. Notwithstanding this, neither the JPLs nor any counsel retained by the JPLs shall be entitled to initiate any new legal proceedings (including but not limited to arbitration or any alternative dispute resolution process) or to appear in, take any position in, or settle or compromise any existing legal proceeding (including but not limited to arbitration or any alternative dispute resolution process), by their attorney or otherwise, without prior discussion with the Board and if requested by the Board with the approval of the Court. Any disagreement over the nature and/or relevance of any privileged material requested by the JPL's to be resolved by way of application to the Court as appropriate;

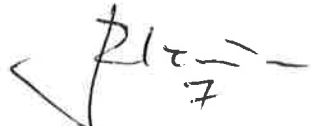
(o) with the consent of the Board (which shall not be unreasonably withheld) to do all acts and things, and to execute in the name of and on behalf of the Company, all deeds, receipts, and other documents and for that purpose to use, when necessary, the seal (if any) of the Company;

(p) subject to paragraph 2(n) above and 13 below, to take whatever steps the JPLs deem appropriate in order to deal with ordinary course (re)insurance claims made or to be made against the Vesttoo Cells, including, without limitation, the power to require such claims to be submitted to the JPLs and to fix a final date for the submission of claims for the purposes of participation in any proposed scheme of arrangement;

(q) to investigate the affairs of the Company as regards the Vesttoo Cells; and

(r) to authorise the Board to exercise such of the above powers relating to the Vesttoo Cells on such terms and the JPLs consider fit;

3. The directors and officers of the Company shall provide the JPLs with such information as the JPLs may require in order that the JPLs should be able properly to carry out their duties and functions and exercise their powers.
4. Without limiting their powers hereunder, the JPLs shall discuss and consult with the Board (or any relevant sub-committee thereof) in respect of the exercise of the powers conferred on them pursuant to this Order relating to matters concerning the Company and, in particular, the Vesttoo Cells.
5. Notwithstanding paragraph 2(q) above, the JPLs will obtain the prior sanction of the Court for any disposition of the assets of a Vesttoo Cell in respect of a claim under a policy issued for and on behalf of a Cell (as a segregated account) where the value of those assets is an amount in excess of BMD 100,000.



6. The JPLs shall submit a report to the Court, with a copy to Board and the Authority, on the conduct of the provisional liquidation and prospects of the Vesttoo Restructuring at least every three months or as this Honourable Court may otherwise request from time to time, with the first report to be filed within 60 days of the date of this Order.
7. Any fees and expenses of the JPLs including without limitation all costs, charges and expenses of all persons which the JPLs may appoint, retain or employ, which are payable in accordance with this Order and other order(s), and shall be paid as bills rendered out of the assets of the general account of the Company and shall be subject to the approval of the Court following the JPL providing detailed invoices to the Board in accordance with the protocol referenced in 15 below.
8. The JPLs shall be at liberty to submit to the Registrar bills of costs for taxation of all costs, charges and expenses of those persons appointed, retained or employed by them.
9. For the avoidance of doubt, no single payment or disposition of the general account of the Company in excess of the amount of BMD 1 million shall be made or effected outside the ordinary course of business without notice to the JPLs and no such payment or other disposition made or effected by or with the authority of the JPLs in carrying out their duties and functions and in the exercise of their powers under this Order shall be avoided by virtue of the provisions of section 166 of the Act.
10. The Company shall be permitted to operate the bank account(s) in its name, and the Company shall be permitted to register the transfer of fully paid shares in the Company.
11. Unless and until this Honourable Court so orders, there shall be no obligation to file a statement of affairs of the Company.
12. Save as specifically set out herein:
  - (a) the JPLs will have no general or additional powers or duties with respect to the property or records of the Company, including, without limitation, the Unaffected Cells;
  - (b) the Board shall continue to manage the Company's day-to-day affairs in all respects and, particularly in respect to the Unaffected Cells, the Board shall exercise the powers conferred upon it by the Company's Memorandum of Association and Bye-laws, without the JPLs' oversight of the exercise of such powers in relation to matters relating to the ordinary course of business of the Company. Specifically, and without limitation to the foregoing, the Board continues to retain the following powers:
    - (i) to continue to conduct the ordinary, day-to-day, business operations of the Company;
    - (ii) to continue to operate and manage the Unaffected Cells;



(iii) to continue to operate the bank accounts of the Company in the ordinary course of the Company's business; and  
(iv) write new business.

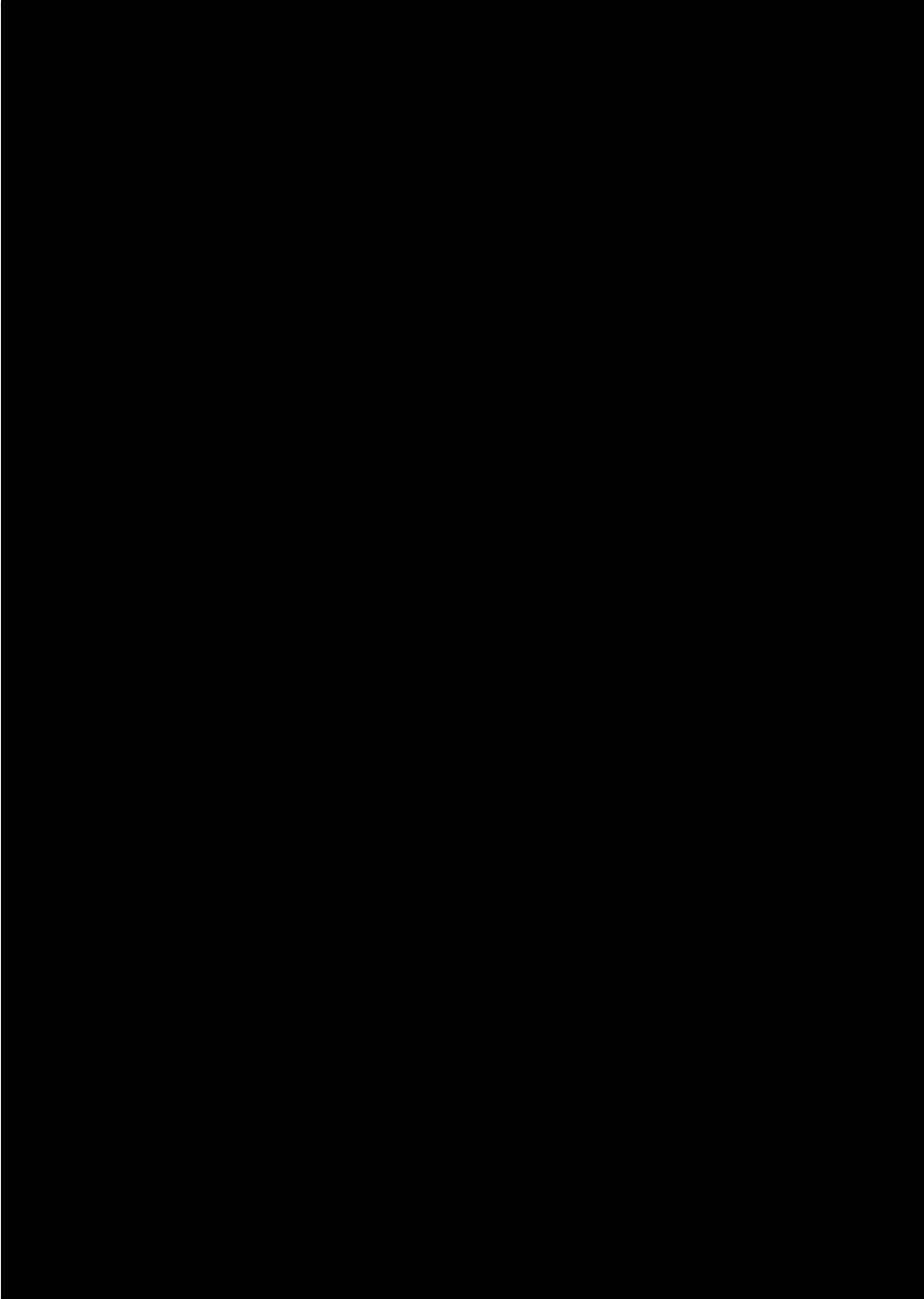
(c) in the event that the JPLs and the Board cannot agree upon a proposed course of action to be taken by the Company outside the ordinary course of the Company's business or operations, the JPLs and the Board have liberty to apply to the Court for directions.

13. The JPLs and the Board shall seek to agree a protocol which sets out the terms upon which the JPLs and the Board shall cooperate with respect to the matters set out above and in respect of the Vesttoo Cells more generally. The protocol will be agreed in good faith in the context of the scheme agreed herein. Where there is any disagreement over the proposed protocol the parties are at liberty to seek assistance from the Court as to its resolution.

A handwritten signature, possibly "R. M. -", is written above a large checkmark. A small number "9" is written below the signature.

**ANNEX 1**

***to the Schedule to the Order dated 18 August 2023 in the action with the Case Reference 2023:  
No. 261, as referenced in paragraph 1 of the Schedule***



*Phed*  
10

**IN THE SUPREME COURT OF BERMUDA  
COMMERCIAL COURT**

**2023: No. 261**

**IN THE MATTER OF WHITE ROCK INSURANCE (SAC)  
LIMITED**

**AND IN THE MATTER OF SECTION 35 OF THE  
INSURANCE ACT 1978**

**AND IN THE MATTER OF SECTION 24 OF THE  
SEGREGATED ACCOUNTS COMPANIES ACT 2000**

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**ORDER**

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**CONYERS DILL & PEARMAN LIMITED**

Barristers & Attorneys  
Clarendon House  
2 Church Street, Hamilton  
Bermuda

**Attorneys for the Petitioner**

*Planned*  
11

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

White Rock Insurance (SAC) Limited,<sup>1</sup>  
Debtor in Foreign Proceeding.

Chapter 15

Case No. 23-

**STATEMENT PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE  
1007(a)(4)(B) AND BANKRUPTCY CODE SECTION 1515(c)**

Charles Thresh and Michael Morrison of Teneo (Bermuda) Limited, in their capacity as the joint provisional liquidators and authorized foreign representatives (in such capacities, the “JPLs” or the “Foreign Representatives”) of White Rock Insurance (SAC) Limited (the “Debtor” or “White Rock”) seeking recognition of a restructuring proceeding (the “Restructuring Proceeding” or “Bermuda Proceeding”) under Part XIII of the Companies Act 1981 (as amended, the “Bermuda Companies Act”), currently pending before the Supreme Court of Bermuda (the “Bermuda Court”), hereby file this statement pursuant to rule 1007(a)(4)(B) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rule[s]”) and section 1515(c) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), and state as follows:

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<sup>1</sup> White Rock Insurance (SAC) Limited is a Bermuda segregated accounts company registered with the Bermuda Monetary Authority under registration number 9714. The Debtor’s registered office is located at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton, HM10, Bermuda.

**I. List of Administrators**

1. In compliance with Bankruptcy Rule 1007(a)(4)(B), the following is a list of the name and addresses of all persons or bodies authorized to administer the foreign proceeding of the Debtor:

- a. Charles Thresh  
Teneo (Bermuda) Limited  
19 Par-la-Ville Road Third Floor  
Hamilton, HM 11  
Bermuda
- b. Michael Morrison  
Teneo (Bermuda) Limited  
19 Par-la-Ville Road Third Floor  
Hamilton, HM 11  
Bermuda

**II. Litigation Parties in the United States**

2. In compliance with Bankruptcy Rule 1007(a)(4)(B), as of the date hereof (the “Petition Date”), the Debtor is party to litigation in the United States as detailed below:

No.	Case	Petitioner(s)/Movant(s)	Defendant(s)/Respondent(s)
1.	<i>White Rock Insurance (SAC) Ltd. v. Vesttoo Ltd., et al.</i> , Case No. 23-civ-7065 (PAE) (S.D.N.Y.)	White Rock (Insurance) SAC Limited	Vesttoo Ltd.; Vesttoo Bay XIV, LP; Vesttoo Bay XV, LP; Vesttoo Bay XVII, LP; Vesttoo Bay XVII, LP; Vesttoo Bay XIX, LP; Vesttoo Bay XX, LP; Vesttoo Bay XXI, LP; Vesttoo Bay XXII, LP; Vesttoo Bay XXIV, LP; Vesttoo Bay XXV, LP; Vesttoo Bay 101, LP; Vesttoo Bay 102, LP; Vesttoo Partners 103, LP; Vesttoo Asset Management LLC; Vesttoo Reinsurance Intermediary Services Inc.; Vesttoo RT SPV LLC; Vesttoo Securities (USA) LLC; Vesttoo SPV Holdings LLC; Vesttoo US Inc.; Vesttoo Reinsurance Intermediary Services Inc.



No.	Case	Petitioner(s)/Movant(s)	Defendant(s)/Respondent(s)
2.	<i>In re White Rock (SAC) Ltd.</i> , Case No. 23-mc-00266 (LJL) (S.D.N.Y.)	White Rock (Insurance) SAC Limited	China Construction Bank Corp. New York Branch; Banco Santander, S.A. New York Branch; Santander Bank N.A.; Santander Holdings USA, Inc.; Standard Chartered Bank USA; The Clearing House Payments Company LLC; The New York Federal Bank of New York
3.	Motion for an Order Enforcing the Automatic Stay Against (I) White Rock Insurance (SAC) Ltd. and (II) The Putative Joint Provisional Liquidators of The Debtors' Segregated Accounts, <i>In re Vesttoo Ltd., et al.</i> , Case No. 23-11160 (MFW) (Bankr. D. Del. Aug. 21, 2023), D.I. 15	Vesttoo Ltd.; Vesttoo US Inc.; Vesttoo SPV Holdings LLC; Vesttoo Securities (USA) LLC; Vesttoo Reinsurance Intermediary Services Inc.; Vesttoo Asset Management LLC; Vesttoo Hong Kong Limited; Vesttoo Holdings Ltd.; Vesttoo Korea Inc.; Vesttoo UK LTD; Vescor Bay, LP; Vescor Bay GP, LP; Vesttoo Alpha Holdings Ltd.; Vesttoo Marketplace Ltd.; Vesttoo Partners 101, L.P.; Vesttoo Alpha P&C Fund L.P.; Vesttoo Alpha P&C Fund GP, L.P.; Vesttoo Partners 102, L.P.; Vesttoo Partners 103, L.P.; Vesttoo Partners 104, L.P.; Vesttoo Partners 105, L.P.; Vesttoo Bermudian Bay Ltd.; Vesttoo Alpha Manager Ltd.; Vesttoo Japan Co., LTD; Vesttoo Bay One Limited Partnership; Vesttoo Bay X, Limited Partnership; Vesttoo Bay XI, Limited Partnership; Vesttoo Bay XII, Limited Partnership; Vesttoo Bay XIV, Limited Partnership; Vesttoo Bay XIII, Limited Partnership; Vesttoo Bay FIFTEEN, Limited Partnership; Vesttoo Bay XVI, Limited Partnership; Vesttoo Bay XVII, Limited Partnership; Vesttoo Bay XVIII, Limited Partnership; Vesttoo Bay XIX, Limited Partnership; Vesttoo Bay XX, Limited Partnership; Vesttoo Bay XXI, Limited Partnership; Vesttoo Bay XXII, Limited Partnership; Vesttoo	White Rock Insurance (SAC) Limited; Charles Thresh; Michael Morrison

No.	Case	Petitioner(s)/Movant(s)	Defendant(s)/Respondent(s)
		Bay XXIII Limited Partnership; Vesttoo Bay XXIV, Limited Partnership; Vesttoo Bay One Hundred, Limited Partnership; Vesttoo Bay One Hundred One, Limited Partnership; Vesttoo Bay One Hundred Two, Limited Partnership; Vesttoo Bay 103, Limited Partnership; Vesttoo Bay XXV, Limited Partnership; Vesttoo Malta Ltd.; Vesttoo Malta Trading Ltd.; Vesttoo Alpha Special Purpose Trust; Vesttoo RT SPV LLC	

### III. Entities Against Whom Provisional Relief is Being Sought

3. The Foreign Representatives seek a stay of any and all actions against the Debtor and the Debtor's assets in the United States, as well as discovery to support the Restructuring Proceeding. Attached as **Schedule A**<sup>2</sup> is a list of all known entities that may be affected by the provisional relief sought. The Foreign Representatives reserve all right to amend such list.

### IV. Additional Foreign Proceedings

4. In compliance with section 1515(c) of the Bankruptcy Code, as of the Petition Date, the Debtor is not involved in any foreign proceedings other than the Restructuring Proceeding.

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<sup>2</sup> Schedule A also covers the addresses of all parties to litigation pending in the United States in which the Debtor is a party.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 28th, 2023

/s/ Charles Thresh

Foreign Representative of White  
Rock Insurance (SAC) Limited

/s/ Michael Morrison

Foreign Representative of White  
Rock Insurance (SAC) Limited

**Schedule A<sup>1</sup>**

<b>Entity Name</b>	<b>Entity Address</b>
Santander Bank NA	75 State St Boston, MA, 02109
Santander Holdings USA Inc.	75 State Street Boston, MA 02109
Banco Santander, S.A., New York Branch	250 Lexington Avenue New York, NY 10016
Banco Santander, S.A.	Santander Group City Av. de Cantabria s/n 28660 Boadilla del Monte MADRID-SPAIN
Truist Bank	214 N Tryon Street Charlotte, NC 28202
Standard Chartered Bank USA	1095 Avenue of the Americas New York, NY 10036
Standard Chartered Bank	1 Basinghall Avenue London, EC2V 5DD
Standard Chartered Bank, Hong Kong Branch	32nd Floor 4-4A Des Voeux Road Central Hong Kong.
China Construction Bank Corp, New York Branch	1095 Avenue of the Americas, 33 <sup>rd</sup> Fl. New York, NY 10036
China Construction Bank Corp	No. 25 Financial Street Xicheng District Beijing, PRC, 100033
Clearing House Interbank Payments System	115 Business Park Drive Winston-Salem, NC 27107

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<sup>1</sup> The Foreign Representatives reserve all right to amend the list.

Entity Name	Entity Address
Federal Bank of New York	33 Liberty Street New York, NY 10045
Yu Po Holdings Limited	Unit J57 RM A 8/F Excelsior Building 68-76 Sha Tsui Road Tsuen Way Hong Kong
Yu Po Finance Limited	Unit J57 RM A 8/F Excelsior Building 68-76 Sha Tsui Road Tsuen Way Hong Kong
Vesttoo Asset Management LLC <sup>2</sup> (Debtor in <i>In re Vesttoo Ltd., et al.</i> , Case No. 23-11160 (MFW) (Bankr. D. Del.) (the “Vesttoo Chapter 11 Case”))	108 West 13th Street Wilmington, DE 19801
Vesttoo RT SPV LLC (Debtor in the Vesttoo Chapter 11 Case)	108 West 13th Street Wilmington, DE 19801
Vesttoo Securities (USA) LLC (Debtor in the Vesttoo Chapter 11 Case)	1209 Orange Street Wilmington, DE 19801
Vesttoo SPV Holdings LLC (Debtor in the Vesttoo Chapter 11 Case)	108 West 13th Street Wilmington, DE 19801
Vesttoo US Inc. (Debtor in the Vesttoo Chapter 11 Case)	510 Madison Avenue, 24th Floor New York, NY 10022

<sup>2</sup> For each Debtor in the Vesttoo Chapter 11 Case, discovery is subject to Court’s approval in the said case.

Entity Name	Entity Address
Vesttoo Reinsurance Intermediary Services Inc. (Debtor in the Vesttoo Chapter 11 Case)	187 Wolf Road, Suite 101 Albany, NY 12205
Vesttoo Ltd. (Debtor in the Vesttoo Chapter 11 Case)	23 Menachem Begin Street Tel Aviv 6618356, Israel
Vesttoo Bay X, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XI, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XII, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XIII, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XIV, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XV, LP (Cell Owner Registered in Bermuda)	c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel

Entity Name	Entity Address
Vesttoo Bay XVI, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XVII, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XVIII, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay XIX, LP (Debtor in the Vesttoo Chapter 11 Case)	c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel
Vesttoo Bay XX, LP (Debtor in the Vesttoo Chapter 11 Case)	c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel
Vesttoo Bay XXI, LP (Debtor in the Vesttoo Chapter 11 Case)	1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel

Entity Name	Entity Address
<p>Vesttoo Bay XXII, LP (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>c/o Vesttoo Ltd. 23 Derech Menachem Begin St. Tel-Aviv, 6618356 Israel Attn: Legal Counsel</p>
<p>Vesttoo Bay XXIII, LP (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel</p>
<p>Vesttoo XXIV, LP (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel</p>
<p>Vesttoo XXV, LP (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel</p>
<p>Vesttoo One Limited Partnership (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>1, Maharal St. Tel Aviv-Yafo 6248101, Israel</p>
<p>Vesttoo One Hundred Limited Partnership (Debtor in the Vesttoo Chapter 11 Case)</p>	<p>1, Maharal St. Tel Aviv-Yafo 6248101, Israel</p>



Entity Name	Entity Address
Vesttoo Bay 101, LP (Cell Owner Registered in Bermuda)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay 102, LP (Cell Owner Registered in Bermuda)	c/o Vesttoo Ltd. 1 Maharal St. Tel-Aviv Israel Attn: Legal Counsel
Vesttoo Bay 103, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo One Hundred One Limited Partnership (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo One Hundred Two Limited Partnership (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Bay FIFTEEN, LP (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Partners 101, LP (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12

Entity Name	Entity Address
Vesttoo Partners 102, LP (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Partners 103, LP (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Partners 104, LP (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Partners 105, LP (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo UK Ltd. (Debtor in the Vesttoo Chapter 11 Case)	15 Bishopgate London, EC2N 3 AR United Kingdom
Vesttoo Alpha Holdings Ltd. (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Alpha Manager Ltd. (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12

Entity Name	Entity Address
Vesttoo Alpha P&C Fund GP, L.P. (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Alpha F&C Fund L.P. (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Alpha Special Purpose Trust (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton Bermuda, HM12
Vesttoo Bermudian Bay Ltd. (Debtor in the Vesttoo Chapter 11 Case)	23 Menachem Begin Street Tel Aviv 6618356, Israel
Vesttoo Holdings Ltd. (Debtor in the Vesttoo Chapter 11 Case)	1, Maharal St. Tel Aviv-Yafo 6248101, Israel
Vesttoo Hong Kong Ltd. (Debtor in the Vesttoo Chapter 11 Case)	535 Jaffe Road Room 11012 11/F Tower 535 Causeway Bay Hong Kong
Vesttoo Japan Co., Ltd. (Debtor in the Vesttoo Chapter 11 Case)	23 Menachem Begin Street Tel Aviv 6618356, Israel

Entity Name	Entity Address
Vesttoo Korea Inc. (Debtor in the Vesttoo Chapter 11 Case)	50 Jong-ro 1-gil 2F, Tower B Seoul, South Korea
Vesttoo Malta Ltd. (Debtor in the Vesttoo Chapter 11 Case)	171 Old Bakery Street Valletta VLT Malta, 1455
Vesttoo Malta Trading Ltd. (Debtor in the Vesttoo Chapter 11 Case)	171 Old Bakery Street Valletta VLT Malta, 1455
Vesttoo Marketplace Ltd. (Debtor in the Vesttoo Chapter 11 Case)	Canon's Court 22 Victoria Street Hamilton

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

White Rock Insurance (SAC) Limited,<sup>1</sup>  
Debtor in Foreign Proceeding.

Chapter 15

Case No. 23-

**CORPORATE OWNERSHIP STATEMENT PURSUANT TO FEDERAL RULES OF  
BANKRUPTCY PROCEDURE 1007(a)(4)(A) AND 7007.1**

Charles Thresh and Michael Morrison of Teneo (Bermuda) Limited, in their capacity as the joint provisional liquidators and authorized foreign representatives (in such capacities, the “JPLs” or the “Foreign Representatives”) of White Rock Insurance (SAC) Limited (“Debtor” or “White Rock”) seeking recognition of a restructuring proceeding (the “Restructuring Proceeding”) under Part XIII of the Companies Act 1981 (as amended, the Bermuda Companies Act”), currently pending before the Supreme Court of Bermuda (the “Bermuda Court”), hereby declare as follows:

1. Aon Insurance Managers (Bermuda) Ltd. BM owned 10 percent or more of White Rock as of August 2, 2023, the date on which White Rock’s Restructuring Proceeding commenced. Upon information and belief, such entity continues to own 10 percent or more of White Rock as of the commencement of this chapter 15 case. On August 2, 2023, Aon Plc was the ultimate sole (indirect) parent of White Rock, and it continues to be as of this date.

<b>Entity</b>	<b>Percentage of Ownership Interest</b>
Aon Insurance Managers (Bermuda) Ltd. BM	100% percent of White Rock

<sup>1</sup> White Rock Insurance (SAC) Limited is a Bermuda segregated accounts company registered with the Bermuda Monetary Authority under registration number 9714. The Debtor’s registered office is located at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton, HM10, Bermuda.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 28<sup>th</sup>, 2023

/s/ Charles Thresh

Foreign Representative of White  
Rock Insurance (SAC) Limited

/s/ Michael Morrison

Foreign Representative of White  
Rock Insurance (SAC) Limited