

Form No. 41

No. of Company .. 1179095/1

(No registration fee payable)

THE COMPANIES ACTS 1948 TO 1967

Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company PLAN INVEST AND ASSURANCE SERVICES Limited*

I, DONALD EDWARD GELSTHORPE WING
of RUSSELL HOUSE, 40, SILVER STREET, LONDON, N.18.

Do solemnly and sincerely declare that I am (see note (a) below) A PERSON

NAMED IN THE ARTICLES OF ASSOCIATION AS SECRETARY
of PLAN INVEST AND ASSURANCE SERVICES Limited*

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at 299, Hertford Road,
Edmonton,
London, N9 7ET

the 19th day of July
one thousand nine hundred and seventy four.
before me.

A Commissioner for Oaths (see note (b) below)

- (a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a director", or "a person named in the articles of association as a secretary"
- (b) or Notary Public or Justice of the Peace

* Delete "Limited" if not applicable.

Presented by: Reichmann & Wing Limited,
Russell House,
40 Silver Street,
London, N.18.

COMPANY LIMITED BY SHARES

PL2253 9/10 12 050.00

Memorandum of Association

- of -

PLAN INVEST AND ASSURANCE SERVICES LIMITED



1. The name of the Company is:-

"PLAN INVEST AND ASSURANCE SERVICES LIMITED"

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

- (a) To carry on all or any of the following businesses: insurance and assurance brokers, agents and consultants, mortgage brokers, average adjusters, assessors, underwriters, auctioneers, surveyors, estate and land agents, valuers, business transfer agents, financier, capitalists, promoters, concessionaires, property managers, guarantors, executors and trustees of trust funds of all kinds, administrators, liquidators, receivers, nominees, attorneys and general commission agents, general consultants in and about all business and professional matters whatsoever; to negotiate policies or other instruments for all kinds of insurance, assurance, re-insurance, guarantee, indemnity and mortgage business including (but without prejudice to the generality of the foregoing words) life, annuity, endowment, storm, fire, accident, loss of profit, employers' liability sickness, fidelity, travel, transit, vehicle and craft, third party, livestock, burglary and robbery, theft, larceny, engineering, boiler, glass, mortgage, investment, guarantee, household, property, climate and all other forms of insurance against all manner of accidents, injury, damage or loss to persons or property both real and personal, marine and aviation risks and all like risks and eventualities; to buy, sell, lease, let, mortgage, dispose of and otherwise deal in freehold and leasehold lands and premises of any tenure or estate and any interest or right therein and generally to deal in all kinds of property whether real or personal, and to arrange for and negotiate the advancement of moneys against the security of property deeds, policies or otherwise; and all like businesses.
- (b) To buy, sell, import, export, manufacture and deal in all kinds of goods stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.

- (c) To carry on any other business which may seem to the Board of Directors capable of being carried on conveniently in connection with or as ancilliary to any business which the Company is authorised to carry on, or calculated directly or indirectly to benefit the Company, or to enhance the value or render profitable any of the Company's properties or rights.
- (d) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (e) To purchase, take on lease or in exchange, or hire or otherwise acquire any lands, houses, buildings, rights, machinery, plant, and any real or personal property or properties and chattels which the Board of Directors may think to be convenient or suitable for any purposes of the Company's business, and to purchase or otherwise acquire all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and pay for any assets acquired by the Company in cash or shares, stock, debentures, debenture stock or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (f) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.

- (g) To form, promote, subsidise and assist companies, syndicates and partnerships of all kinds which may be of assistance to the Company for any of the purposes of its business or which may have objects similar wholly or in part to the objects of the Company, whether directly or indirectly, and to subscribe for, and take any shares, stock, debentures, debenture stock or other obligations of any other companies, syndicates and partnerships.
- (h) To enter into partnerships or into any arrangement for sharing profits, union of interests, reciprocal concessions, co-operation, or otherwise, with any person or company carrying on a business similar to or which may be conveniently carried on with any business of the Company.
- (i) To borrow and raise money without restriction and to secure the same in such manner as may be expedient, and in particular by the issue of debentures or debenture stock, mortgages and charges, perpetual or otherwise, charged upon all or any of the Company's undertaking or property, both real and personal, present and future, including its uncalled capital; and for the purposes of or in connection with the borrowing or raising of money by the Company, to become a member of any Building Society.
- (j) To make, draw, accept, endorse, negotiate, discount and execute bills of exchange, promissory notes or other negotiable instruments.
- (k) To advance and lend money, with or without security, to such persons and upon such terms and subject to such conditions as may seem expedient.
- (l) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to remunerate any person or company for services rendered in placing or assisting to place any of the shares in the capital of the Company or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (m) To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).

- (n) To distribute among the Members in specie any property of the Company or any proceeds of sale, disposal, or realisation of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (o) To receive money on deposit or loan and to give credit to or guarantee, or become security for the performance of any contract by any person, company or association and to grant instalment, hire-purchase and leasing facilities upon such terms as may seem desirable in the interests of the Company.
- (p) To support or subscribe to any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a Director, employee or otherwise, and his family and dependants, to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.
- (q) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which seem likely to assist or benefit the Company and to underwrite, subscribe for or otherwise acquire all or part of the shares of any such company as aforesaid.
- (r) To invest and deal with any of the moneys of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- (s) To procure the Company to be registered or recognised in any country or place abroad.
- (t) To erect, construct, alter and maintain any plant, machinery, buildings or other structures which may be convenient for the business of the Company.

- (u) To remunerate the Directors and employees of the Company and any other persons, companies or firms rendering services to the Company in such manner as may be thought expedient.
- (v) To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's business.
- (w) To carry out all or any of the objects of the Company in any part of the world either alone as principals or as agents, trustees, contractors, sub-contractors or in partnership or conjunction with any other person, firm, association, company or other body, or through agents or trustees, or by means of any subsidiary or auxiliary company or otherwise.
- (x) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the word 'Company' in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed. It is also expressly declared that each Sub-clause of this Clause shall be construed independently of the other Sub-clauses hereof, and that none of the objects mentioned in any Sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £4,000 divided into 4,000 Shares of £1 each. The Company has power to increase and divide the shares into several classes and attach thereto any preferential or special rights, privileges or conditions in accordance with the regulations of the Company.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we, respectively agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares (in words) taken by each Subscriber
<i>John Boockelaan</i> ✓ <i>81 Fountain Street</i> <i>Manchester M2 2FB</i> <i>Solicitor</i> ✓	<i>One</i> ✓
<i>Reginald John Morton</i> ✓ <i>81 Fountain Street</i> <i>Manchester M2 2FB</i> <i>Solicitor's Articled Clerk</i> ✓	<i>One</i> ✓

DATED THIS 11th DAY OF July 1974. ✓

WITNESS TO THE ABOVE SIGNATURES:

Maie Kennedy ✓
81 Fountain Street,
Manchester M2 2FB.
Secretary. ✓

117909574

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

- of -

PLAN INVEST AND ASSURANCE SERVICES LIMITED

PRELIMINARY

1. Clause 1 of Part I of Table A of the First Schedule to the Companies Act, 1948, shall apply for the purpose of construing these Articles.

2. The Company is a private company and the regulations contained or incorporated by reference in Part II of Table A, save in so far as they are hereinafter excluded and subject to the modifications hereinafter contained, shall be, together with these Articles, the regulations of the Company.

3. Clauses 24, 53, 71, 75, 79, 96 and 97 in Part I of Table A shall not apply to the Company.

SHARES

4. Subject to any directions which may be given by a General Meeting and to the other regulations of the Company, the shares in the capital of the Company may be allotted or otherwise disposed of for such consideration and upon such terms and at such times as the Directors may determine, but so that, except as provided by the Act, no shares shall be issued at a discount. When shares are issued at a premium, whether for cash or otherwise, the provisions of section 56 of the Act shall be observed.

5. Subject to any direction which may be given by a General Meeting all shares forming part of the original capital of the Company and for the time being unissued and all new shares shall, before issue be offered to members of the Company in proportion, as nearly as possible, to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made, that he declines the shares comprised in such offer, the Directors may dispose of those shares (subject to the other regulations of the Company) in such manner as they think proper. The Directors may likewise dispose of any such original or new shares as aforesaid which by reason of any difficulty in apportioning the same cannot be conveniently offered in accordance with the foregoing provisions.

LIEN

6. The lien conferred by Clause 11 of Part I of Table A shall attach to all shares, whether fully paid or not, and to all shares registered in the name of any person indebted within the meaning of that Clause whether he be the sole holder or one of two or more joint holders thereof.

TRANSFERS OF SHARES

7. Any share may be transferred by a member to a person who is already a member or to a relative of such member, or in the case of a member which is a company to a subsidiary or fellow subsidiary company thereof, and any share standing in the name of a deceased member may be transferred to any person becoming entitled under his or her will or intestacy or to such deceased member's personal representatives and, on any change of the trusteeship of shares held upon trusts, such shares may be transferred to the new and continuing trustees. The provisions of Clause 3 of Part II of Table A shall not apply to such transfers save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of a Share on which the Company has a lien.

8. A Member wishing to dispose of all or any of his shares other than in accordance with the provisions of Article 7 shall give notice of the fact to the Directors and such notice shall constitute the Company as the agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, this option remaining open for three calendar months from the date on which the offer is made. If, within this period, a purchasing member is found such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company; if there is no dispute as to the value of the shares they may be transferred at any agreed price. Any shares not taken up before the offer lapses may, within a further period of twenty-eight days be transferred by the transferor member to any other person, provided that this Article shall not in any way remove from the Directors the power to refuse any transfer (other than a transfer made in accordance with Article 7) of which they disapprove.

9. The proviso at the end of Clause 32 of Part I of Table A shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

10. Clause 58 in Part I of Table A shall be modified by the omission of the word 'three' and the substitution of the word 'two' in paragraph (b).

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS

12. The Company shall not be subject to section 185 of the Act, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be obliged to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age. The words 'or 185' shall be omitted from paragraph (a) of Clause 88 of Part I of Table A.

13. The words 'in general meeting' shall be added at the end of Clause 78 of Part I of Table A.

14. A Director may vote in respect of any contract or arrangement in which he is interested, and sub-clause (2) of Clause 84 of Part I of Table A shall not apply to the Company. Sub-clause (4) of the said Clause 84 shall apply to the Company as though the words 'other than his own appointment or the arrangement of the terms thereof' were omitted.

15. Without prejudice to section 184 of the Act, the Company may by Extraordinary Resolution remove a Director before the expiration of his period of office and by Ordinary Resolution appoint another person as Director in his place. Such person appointed as aforesaid shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

16. Any Director may by notice in writing to the Company appoint any person approved by resolution of the Directors to be an alternate Director to represent such Director and may limit his powers, duties and rights and remove him from office without notice to him. Such alternate Director while he holds office shall be entitled to notices of meetings of Directors and in the absence of the Director whom he represents to have and exercise all the powers, duties and rights which the Director appointing him would have had at such meetings, including the right to attend, speak and vote thereat, but he shall not require any qualification nor shall he be entitled to any remuneration from the Company and he shall ipso facto vacate office if and when the Director whom he represents vacates office. A person acting as an alternate Director shall be an officer of the Company and shall not be deemed to be the agent of the person whom he represents.

17. Until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five.

FIRST DIRECTORS AND SECRETARY

18. The first Secretary shall be Donald Edward Gelsthorpe Wing. The first Directors shall be Rt. Hon. Earl of Lonsdale Peter Richard Downham Hayes, Geoffrey Robert Brocklehurst, Brian Edwin Williams and David William Trimble

Certified that the alterations to these documents have been made with the full knowledge and consent of the Subscribers.

REIGNHART & WING LIMITED.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Brocheham ✓
81 Fountain Street
Manchester M2 2FB.
Solicitor ✓

Reginald John Morton ✓
81 Fountain Street
Manchester M2 2FB
Solicitor's Articled Clerk ✓

DATED THIS 11th DAY OF July 1974 ✓

WITNESS TO THE ABOVE SIGNATURES:

Maire Kennedy ✓
81 Fountain Street,
Manchester M2 2FB.
Secretary ✓



CERTIFICATE OF INCORPORATION

No. 1179095

I hereby certify that

PLAN INVEST AND ASSURANCE SERVICES LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

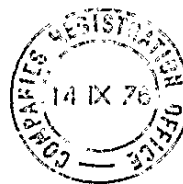
Given under my hand at London the 30TH JULY 1974

A handwritten signature in cursive script, appearing to read 'N. Taylor'.

N. TAYLOR

Assistant Registrar of Companies

No. of Company 1179095



THE COMPANIES ACTS 1948 - 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PLAN INVEST AND ASSURANCE SERVICES LIMITED

Passed the *Tenth* day of *September* 1976

At an Extraordinary General Meeting of the Company duly convened and held on the *Tenth* day of *September* 1976 at the offices of the Company Macclesfield Cheshire the following Special Resolution was duly passed:-

That the name of the Company be changed to PIHC LIMITED

Henry Leary
Chairman

ABT

*Not West
020699.
£80. paid*





**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1179095

113

I hereby certify that

PLAN INVEST AND ASSURANCE SERVICES LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

PIHC LIMITED

Given under my hand at Cardiff the **1ST OCTOBER 1976**

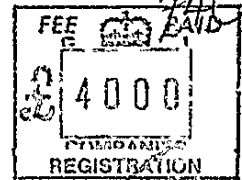
D.A. Pendlebury
D. A. PENDLEBURY

Assistant Registrar of Companies

51

No. of Company 1179095

23



THE COMPANIES ACT 1948 - 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PIHC LIMITED

Passed the Tenth day of December 1980

At an Extraordinary General Meeting of the Company duly convened and held on the Tenth day of December 1980 at the offices of the Chairman of the Company, Lowther, Cumbria, the following Special Resolution was duly passed:-

That the name of the Company be changed to Plan Invest Life and Pensions Services Ltd.

[Signature]

Chairman

We Certify this to be a true copy of an original document.



[Signature]
[Signature]

Company Secretary
Director

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1179095

124

I hereby certify that

PIHC LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

PLAN INVEST LIFE AND PENSIONS SERVICES LIMITED

Given under my hand at Cardiff the

12TH JANUARY 1981

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

our ref:

your ref:

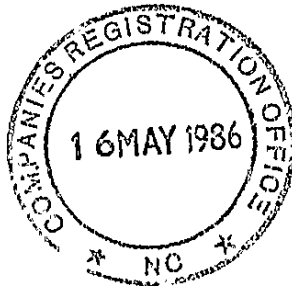
date:

from the office of:

Plan Invest Life & Pensions Services Ltd



1179095 42



a wholly owned subsidiary of Plan Invest Group plc

Plan Invest House
9 King Edward Street
Macclesfield
Cheshire
SK10 1AQ

Telephone:
Macclesfield 29217 (4 lines)
(STD Code 0625)
Telex 667660 (Pimacc)

We, the undersigned, certify that at a meeting of the Board of Plan Invest Life & Pensions Services Limited held on 6th May, 1986, the following resolution was passed as a special resolution.

"That the name of the Company should be changed forthwith to Plan Insure Limited and that the Company Secretary be instructed to notify the Registrar of Companies accordingly."

.....
P.R.D. HAYES
Chairman

.....
K.J. KAY
Secretary



NW
440-
001685

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1179095

/ 43 .

I hereby certify that

PLAN INVEST LIFE AND PENSIONS SERVICES LIMITED

having by special resolution changed its name, is now
incorporated under the name of

PLAN INSURE LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the

19TH MAY 1986

D. G. Blackstock

D. G. BLACKSTOCK

an authorised officer

our ref:

your ref:

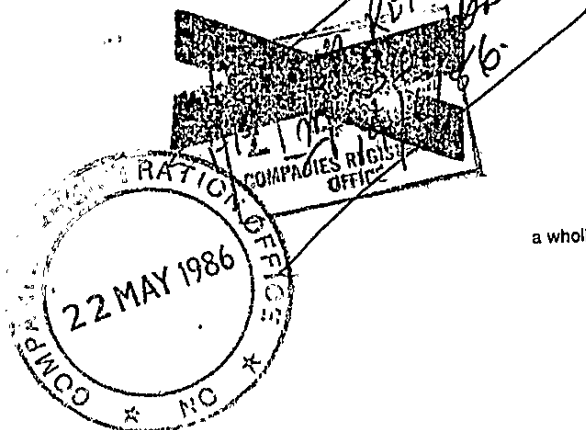
date:

from the office of:

1179095/45

RPV 9/N 256/86.

Plan Invest Life & Pensions Services Ltd



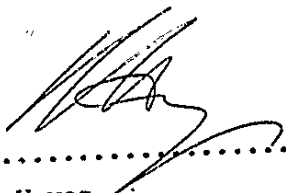
a wholly owned subsidiary of Plan Invest Group plc

Plan Invest House
9 King Edward Street
Macclesfield
Cheshire
SK10 1AQ

Telephone:
Macclesfield 29217 (4 lines)
(STD Code 0625)
Telex 667660 (Pimacc)

We the undersigned certify that at a meeting of the Board of Plan Invest Life & Pensions Services Limited held on 6th May 1986, the following resolution was passed as a special resolution.

"That the name of the Company should be changed forthwith to Plan Insure Limited and that the Company Secretary be instructed to notify the Registrar of Companies accordingly."


P.R.D. Hayes
Chairman


K.J. Kay
Secretary

RES. FOR PUBLIC FILE
NO ACTION TAKEN



NAT WEST £40
001667

G

COMPANIES FORM No. 225(1)

21

225(1)**Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete legibly, preferably in black type, or bold block lettering

KIL

1179095

Name of company

* PLAN INSURE LIMITED

* Insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Note
Please read notes 1 to 4 overleaf before completing this form

Day Month

3 0 0 9

† delete as appropriate

The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3 0 0 9 1 9 8 6

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

Kevin G. Kay

[Director][Secretary]† Date 26th September 1986

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

PLAN INVEST GROUP plc
PLAN INVEST HOUSE
9 KING EDWARD STREET
MACCLESFIELD, CHESHIRE SK10 1AQ

For official Use
General Section

Post room



ref:

our ref:

date:

from the office of:

1174095/49
Plan Insure Ltd

(Incorporating the Malcolm Lewis Dockerty
group of companies)



a wholly owned subsidiary of Plan Invest Group plc

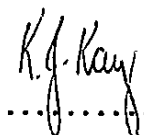
Plan Invest House
9 King Edward Street
Macclesfield
Cheshire
SK10 1AQ

Telephone:
Macclesfield 29217 (8 lines) & 615096
(STD Code 0625)
Telex 667660 (Pimacc)

We, the undersigned, certify that at a General Meeting of the company of Plan Insure held on 26th November, 1986, the following Resolution was passed as a Special Resolution.

That Article 17 of the Company should be amended so that the maximum number of Directors be increased to seven.


.....
P.R.D. HAYES (Chairman)


.....
K.J. KAY (Secretary)



INSURANCE BROKERS

Registered Office: Plan Invest House, 9 King Edward Street, Macclesfield, Cheshire SK10 1AQ
Registered in England no. 1179095

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

- OF -

PLAN INSURE LIMITED

Incorporated the 30th day of July, 1974

No. of Company

1179095



COMPANY LIMITED BY SHARES

Memorandum of Association

-of-

PLAN INSURE LIMITED

1. The name of the Company is:-
PLAN INSURE LIMITED.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) To carry on all or any of the following businesses: insurance and assurance brokers, agents and consultants, mortgage brokers, average adjusters, assessors, underwriters, auctioneers, surveyors, estate and land agents, valuers, business transfer agents, financier, capitalists, promoters, concessionaires, property managers, guarantors, executors and trustees of trust funds of all kinds, administrators, liquidators, receivers, nominees, attorneys and general commission agents, general consultants in and about all business and professional matters whatsoever; to negotiate policies or other instruments for all kinds of insurance, assurance, re-insurance, guarantee, indemnity and mortgage business including (but without prejudice to the generality of the foregoing words) life, annuity, endowment, storm, fire, accident, loss of profit, employers' liability sickness, fidelity, travel, transit, vehicle and craft, third party, livestock, burglary and robbery, theft, larceny, engineering, boiler, glass, mortgage, investment, guarantee, household, property, climate and all other forms of insurance against all manner of accidents, injury, damage or loss to persons or property both real and personal, marine and aviation risks and all like risks and eventualities; to buy, sell, lease, let, mortgage, dispose of and otherwise deal in freehold and leasehold lands and premises of any tenure or estate and any interest or right therein and generally to deal in all kinds of property whether real or personal, and to arrange for and negotiate the advancement of moneys against the security of property deeds, policies or otherwise; and all like businesses.
 - (b) To buy, sell, import, export, manufacture and deal in all kinds of goods stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.

- (c) To carry on any other business which may seem to the Board of Directors capable of being carried on conveniently in connection with or as ancillary to any business which the Company is authorised to carry on, or calculated directly or indirectly to benefit the Company, or to enhance the value or render profitable any of the Company's properties or rights.
- (d) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (e) To purchase, take on lease or in exchange, or hire or otherwise acquire any lands, houses, buildings, rights, machinery, plant, and any real or personal property or properties and chattels which the Board of Directors may think to be convenient or suitable for any purposes of the Company's business, and to purchase or otherwise acquire all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and pay for any assets acquired by the Company in cash or shares, stock, debentures, debenture stock or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (f) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.

- (g) To form, promote, subsidise and assist companies, syndicates and partnerships of all kinds which may be of assistance to the Company for any of the purposes of its business or which may have objects similar wholly or in part to the objects of the Company, whether directly or indirectly, and to subscribe for, and take any shares, stock, debentures, debenture stock or other obligations of any other companies, syndicates and partnerships.
- (h) To enter into partnerships or into any arrangement for sharing profits, union of interests, reciprocal concessions, co-operation, or otherwise, with any person or company carrying on a business similar to or which may be conveniently carried on with any business of the Company.
- (i) To borrow and raise money without restriction and to secure the same in such manner as may be expedient, and in particular by the issue of debentures or debenture stock, mortgages and charges, perpetual or otherwise, charged upon all or any of the Company's undertaking or property, both real and personal, present and future, including its uncalled capital; and for the purposes of or in connection with the borrowing or raising of money by the Company, to become a member of any Building Society.
- (j) To make, draw, accept, endorse, negotiate, discount and execute bills of exchange, promissory notes or other negotiable instruments.
- (k) To advance and lend money, with or without security, to such persons and upon such terms and subject to such conditions as may seem expedient.
- (l) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to remunerate any person or company for services rendered in placing or assisting to place any of the shares in the capital of the Company or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (m) To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).

- (n) To distribute among the Members in specie any property of the Company or any proceeds of sale, disposal, or realisation of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (o) To receive money on deposit or loan and to give credit to or guarantee, or become security for the performance of any contract by any person, company or association and to grant instalment, hire-purchase and leasing facilities upon such terms as may seem desirable in the interests of the Company.
- (p) To support or subscribe to any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a Director, employee or otherwise, and his family and dependants, to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.
- (q) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which seem likely to assist or benefit the Company and to underwrite, subscribe for or otherwise acquire all or part of the shares of any such company as aforesaid.
- (r) To invest and deal with any of the moneys of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- (s) To procure the Company to be registered or recognised in any country or place abroad.
- (t) To erect, construct, alter and maintain any plant, machinery, buildings or other structures which may be convenient for the business of the Company.

(u) To remunerate the Directors and employees of the Company and any other persons, companies or firms rendering services to the Company in such manner as may be thought expedient.

(v) To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's business.

(w) To carry out all or any of the objects of the Company in any part of the world either alone as principals or as agents, trustees, contractors, sub-contractors or in partnership or conjunction with any other person, firm, association, company or other body, or through agents or trustees, or by means of any subsidiary or auxiliary company or otherwise.

(x) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the word 'Company' in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed. It is also expressly declared that each Sub-clause of this Clause shall be construed independently of the other Sub-clauses hereof, and that none of the objects mentioned in any Sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £4,000 divided into 4,000 Shares of £1 each. The Company has power to increase and divide the shares into several classes and attach thereto any preferential or special rights, privileges or conditions in accordance with the regulations of the company.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we, respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares (in words) taken by each Subscriber
John Brocklebank, 81 Fountain Road, Manchester M2 2FB Solicitor	One
Reginald John Morton, 81 Fountain Road, Manchester M2 2FB Articled Clerk	One

DATED this 11th day of July, 1974.

WITNESS to the above Signatures:

Marie Kennedy,
81 Fountain Road,
Manchester M2 2FB

Secretary

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

- of -

PLAN INSURE LIMITED

PRELIMINARY

1. Clause 1 of Part I of Table A of the First Schedule to the Companies Act, 1948, shall apply for the purpose of construing these Articles.

2. The Company is a private company and the regulations contained or incorporated by reference in Part II of Table A, save in so far as they are hereinafter excluded and subject to the modifications hereinafter contained, shall be, together with these Articles, the regulations of the Company.

3. Clauses 24, 53, 71, 75, 79, 96 and 97 in Part I of Table A shall not apply to the Company.

SHARES

4. Subject to any directions which may be given by a General Meeting and to the other regulations of the Company, the shares in the capital of the Company may be allotted or otherwise disposed of for such consideration and upon such terms and at such times as the Directors may determine, but so that, except as provided by the Act, no shares shall be issued at a discount. When shares are issued at a premium, whether for cash or otherwise, the provisions of section 56 of the Act shall be observed.

5. Subject to any direction which may be given by a General Meeting all shares forming part of the original capital of the Company and for the time being unissued and all new shares shall, before issue be offered to members of the Company in proportion, as nearly as possible, to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made, that he declines the shares comprised in such offer, the Directors may dispose of those shares (subject to the other regulations of the Company) in such manner as they think proper. The Directors may likewise dispose of any such original or new shares as aforesaid which by reason of any difficulty in apportioning the same cannot be conveniently offered in accordance with the foregoing provisions.

LIEN

6. The lien conferred by Clause 11 of Part I of Table A shall attach to all shares, whether fully paid or not, and to all shares registered in the name of any person indebted within the meaning of that Clause whether he be the sole holder or one of two or more joint holders thereof.

TRANSFERS OF SHARES

7. Any share may be transferred by a member to a person who is already a member or to a relative of such member, or in the case of a member which is a company to a subsidiary or fellow subsidiary company thereof, and any share standing in the name of a deceased member may be transferred to any person becoming entitled under his or her will or intestacy or to such deceased member's personal representatives and, on any change of the trusteeship of shares held upon trusts, such shares may be transferred to the new and continuing trustees. The provisions of Clause 3 of Part II of Table A shall not apply to such transfers save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of a Share on which the Company has a lien.

8. A Member wishing to dispose of all or any of his shares other than in accordance with the provisions of Article 7 shall give notice of the fact to the Directors and such notice shall constitute the Company as the agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, this option remaining open for three calendar months from the date on which the offer is made. If, within this period, a purchasing member is found such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company; if there is no dispute as to the value of the shares they may be transferred at any agreed price. Any shares not taken up before the offer lapses may, within a further period of twenty-eight days be transferred by the transferor member to any other person, provided that this Article shall not in any way remove from the Directors the power to refuse any transfer (other than a transfer made in accordance with Article 7) of which they disapprove.

9. The proviso at the end of Clause 32 of Part I of Table A shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

10. Clause 58 in Part I of Table A shall be modified by the omission of the word 'three' and the substitution of the word 'two' in paragraph (b).

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS

12. The Company shall not be subject to section 185 of the Act, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be obliged to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age. The words 'or 185' shall be omitted from paragraph (a) of Clause 88 of Part I of Table A.

13. The words 'in general meeting' shall be added at the end of Clause 78 of Part I of Table A.

14. A Director may vote in respect of any contract or arrangement in which he is interested, and sub-clause (2) of Clause 84 of Part I of Table A shall not apply to the Company. Sub-clause (4) of the said Clause 84 shall apply to the Company as though the words 'other than his own appointment or the arrangement of the terms thereof' were omitted.

15. Without prejudice to section 184 of the Act, the Company may by Extraordinary Resolution remove a Director before the expiration of his period of office and by Ordinary Resolution appoint another person as Director in his place. Such person appointed as aforesaid shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

16. Any Director may by notice in writing to the Company appoint any person approved by resolution of the Directors to be an alternate Director to represent such Director and may limit his powers, duties and rights and remove him from office without notice to him. Such alternate Director while he holds office shall be entitled to notices of meetings of Directors and in the absence of the Director whom he represents to have and exercise all the powers, duties and rights which the Director appointing him would have had at such meetings, including the right to attend, speak and vote thereat, but he shall not require any qualification nor shall he be entitled to any remuneration from the Company and he shall ipso facto vacate office if and when the Director whom he represents vacates office. A person acting as an alternate Director shall be an officer of the Company and shall not be deemed to be the agent of the person whom he represents.

17. Until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than one nor more than seven.

FIRST DIRECTORS AND SECRETARY

18. The first Secretary shall be Donald Edward Gelsthorpe Wing. The first Directors shall be Rt. Hon. Earl of Lonsdale, Peter Richard Downham Hayes, Geoffrey Robert Brocklehurst, Brian Edwin Williams and David William Trimble.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Brocklebank,
81 Fountain Road,
Manchester M2 2FB

Solicitor

Reginald John Morton
81 Fountain Road,
Manchester M2 2FB

Articled Clerk

DATED this 11th day of July, 1974.

WITNESS to the above Signatures:

Marie Kennedy,
81 Fountain Road,
Manchester M2 2FB

Secretary

SCAN UPON DEMAND

**We apologise that due
to the poor quality of the fiche,
some of the images scanned
were also of poor quality**