

Company No: 3322151 3196171

**CLERICAL MEDICAL INVESTMENT GROUP LIMITED**  
**(the "Company")**

**Written Resolution of the sole Member of the Company**

**Circulation date: 1 October 2008**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "Special Resolution")

**SPECIAL RESOLUTION**

**THAT**, the directors of the Company having on 1 October 2008 made a solvency statement in accordance with section 643 of the Companies Act 2006, the Company's share capital shall be reduced from £1,709,000,000 to £150,000,000 by cancelling 1,559,000,000 of its issued Ordinary Shares and upon such reduction taking effect, the memorandum of association of the Company be amended accordingly

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on 1 October 2008, hereby irrevocably agrees to the Resolution

Signed by HBOS FINANCIAL SERVICES LIMITED



Date

1 October 2008

**NOTES:**


- 1 If you agree with the Resolution please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand or by post.
- 2 If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by midnight on 1 October plus 28 days, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before this time.



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The above Special Resolution was passed as a Written Resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 1 October 2008, the signatory being duly authorised to sign the written resolution on behalf of the sole member of the Company



Secretary

## **The Companies Acts 1985 to 1989**

### **Private Company Limited by Shares**

## **MEMORANDUM AND ARTICLES OF ASSOCIATION**

### **CLERICAL MEDICAL INVESTMENT GROUP LIMITED**

- 1** The Company's name is "CLERICAL MEDICAL INVESTMENT GROUP LIMITED"
- 2** The Company's registered office is to be situated in England and Wales
- 3** Subject to the proviso to this clause the objects for which the Company is established are
  - 3 1** to carry on all kinds of insurance business whether of a kind now known or hereafter devised and, in particular, but without prejudice to the generality of the foregoing, to carry on all or any class or classes of long term insurance business specified in Schedule 1 to the Insurance Companies Act 1982 (as modified, substituted, replaced or re-enacted from time to time) including the underwriting, reinsurance and counter-insurance of any such business,
  - 3 2** to contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, whether capital or otherwise, depreciation funds, renewal funds, endowment funds, and any other special funds, and that either in consideration of a lump sum or of an annual premium or otherwise, and generally on such terms and conditions as may be arranged,
  - 3 3** to purchase and deal in and lend on life, reversionary and other interests in property of all kinds, whether absolute or contingent or expectant, and whether determinable or not and to acquire, lend money on, redeem, cancel or extinguish by purchase surrender or otherwise any policy, security, grant or contract issued, made or taken over and entered into by the Company,
  - 3 4** to give to any class or section of those who are assured or have other dealings with the Company any rights over or in relation to any fund or funds held or established for the purposes of the business of the Company or a right to participate in the profits of the Company or in the profits of any particular branch or part of its business or any other special privileges, advantages or benefits,

- 3.5 to pay, satisfy or compromise any claims made against the Company in respect of any policies or contracts granted by or dealt in or entered into or guaranteed or secured or reinsured by the Company which claims the Company may deem it expedient to pay, satisfy or compromise notwithstanding that the same may not be valid in law,
- 3.6 to take part in the formation, management, supervision or control of the business or operations of any fund, trust, syndicate, partnership, association, company or undertaking, to acquire and hold controlling and other interests in the share or loan capital of any company or companies and to act as directors, secretaries, managers, registrars or transfer agents of or to appoint directors, secretaries, managers, registrars or transfer agents of any subsidiary company or of any company in which the Company is or may be interested or of any other company,
- 3.7 to provide all kinds of financial and other services and facilities in connection with or in relation to the acquisition or disposal of property, real or personal, by any person,
- 3.8 to carry on any other business or activity of any nature whatsoever which may seem to the Board of Directors capable of being conveniently or advantageously carried on in connection with or ancillary to any of the above mentioned businesses referred to in this clause or is calculated directly or indirectly to benefit the Company in any way,
- 3.9 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property and to apply for, register, purchaser, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, licences, secret processes, trade marks, designs, protections, concessions and any intellectual property or similar rights and to disclaim, alter, modify, use, turn to account and to manufacture under or grant licences or privileges in respect of and deal with the same in such manner as may be thought fit and to expend money in experimenting upon, testing and improving any patents inventions or rights which the Company may acquire or propose to acquire,
- 3.10 to acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits or losses, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received,
- 3.11 to improve, manage, construct, repair, maintain, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, easements, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company,
- 3.12 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, and to buy, sell and deal with bills of exchange promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities,

- 3 13** to lend and advance money or deposit money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid),
- 3.14** to borrow and raise money in any manner to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it,
- 3 15** to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by an government or authority, municipal, local or otherwise, in any part of the world, and any right or liability in or relating to any of the matters or things referred to above and any derivative product (including but not limited to options, future and swaps) and foreign currency or exchange,
- 3 16** to issue any securities which the Company has power to issue for any purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company,
- 3.17** to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds of any such company or companies and to make payment by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- 3 18** to promote or join in the promotion of, any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the share or securities of any such company as aforesaid
- 3 19** to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for share (whether fully or partly paid), debentures, or securities of any company purchasing the same,
- 3 20** to employ and remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be though expedient,

- 3.21** to distribute among the Members of the Company in kind any property of the Company of whatever nature,
- 3.22** subject to and in accordance with a due compliance with the provision of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act,
- 3.23** to procure the Company to be registered, recognised or incorporated in any part of the world and to do all or any of the things or matters referred to in this clause in any part of the world and either as principals, agents, contractors or otherwise, and by or through trustees, agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others,
- 3.24** to do all other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of the powers given to it by the Act or by this clause

PROVIDED that nothing in this Memorandum shall permit the Company, at any time when it is a subsidiary of a building society -

- (a) to carry on activities which are outside the powers of that building society to carry on whether by itself or through a subsidiary, or
- (b) To invest in or support any other body corporate except as permitted by the Building Societies Act 1986

and for the purpose of this proviso "building society", "invest in", "support" and "body corporate" have the same meanings as they have for the purposes of the Building Societies Act 1986

AND it is hereby declared that

- (i) none of the provisions set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and each shall be separate and distinct objects of the Company and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company, apart from the overriding effect of the foregoing proviso,
- (ii) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere and,
- (iii) in this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

- 4 The liability of the Members is limited
- 5 The Company's share capital is £150,000,000 divided into 150,000,000 shares of £1 each <sup>1</sup>

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<sup>1</sup> On incorporation the Company's share capital was £150,000,000 divided into 150,000,000 shares of £1 each  
By resolutions dated 16 December 1999, 27 February 2001, 20 December 2001 and 8 July 2002 the Company's share capital was increased to £1,709,000,000 divided into 1,709,000,000 ordinary shares of £1 each  
By a special resolution dated 1 October 2008 supported by a solvency statement, the Company's share capital was reduced from £1,709,000,000 divided into 1,709,000,000 ordinary shares of £1 each to £150,000,000 divided into 150,000,000 ordinary shares of £1 each

We, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our name

Name and address of Subscriber	Number of shares taken by Subscriber
HCM Holdings Limited Trinity Road Halifax HX1 2RG	1
Total shares taken	1

Dated this 1 day of October 2008