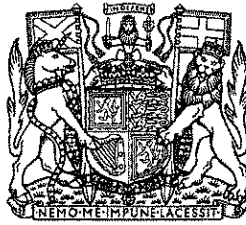


FILE COPY



**CERTIFICATE OF REGISTRATION
OF A LIMITED PARTNERSHIP**

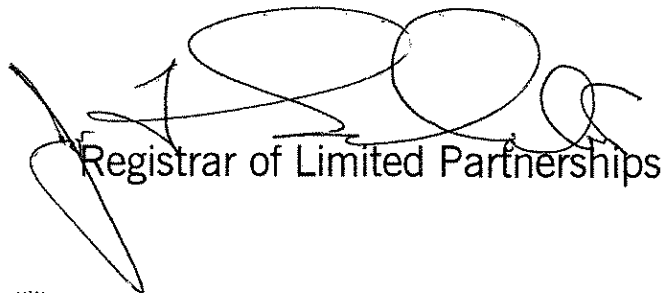
Partnership No. 3592

I hereby certify that the firm

THE ROE SLP

having lodged a statement of particulars pursuant to section 8 of the Limited Partnerships Act, 1907, is this day registered as a limited partnership.

Given at Companies House, Edinburgh, the 30th September 1999


Registrar of Limited Partnerships



C O M P A N I E S H O U S E

(Registration fee £2)

HOUSE
LP5**LIMITED PARTNERSHIP ACT 1907**

**Application for Registration of a Limited Partnership and Statement of particulars
and of the amounts contributed (in cash or otherwise) by the Limited Partners
(Pursuant to section 8 of the Limited Partnerships Act 1907)**

Name of firm or partnership THE ROE SLP

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

To carry on the business of underwriting insurance and reinsurance business as a member of the Society of Lloyd's including all related and ancillary activities.

The principal place of business

76 George Street, Edinburgh, EH2 3BU

The term, if any, for which the partnership is entered into

N/A

If no definite term, the conditions of existence of the partnership

The partnership is to continue unless and until dissolved either (a) by the agreement of a majority of the Limited Partners to cease to carry on insurance business or (b) upon the service of a notice of the General Partner on each Limited Partner that, as a result of any law or regulation it is no longer in the best interests of the Limited Partners to continue or (c) by a Court decreeing that the partnership should be dissolved.

Date of commencement Date of registration of the Limited Partnership under the Limited Partnerships Act 1907

The partnership is limited and the full name and address of each of the partners are as follows:

General partners

Amlin Private Capital SLP Limited, 76 George Street, Edinburgh EH2 3BU

Limited partners

See Extension Sheet Annexed

Amounts Contributed (1)

Cash: £10

TOTAL**£10**

Signatures of all the partners -

X Ben Houston DirectorFor and on behalf of Amlin Private Capital SLP Limited,
the General Partner

Date

X 27/9/99

Presented by: Dundas & Wilson CS

Saltire Court, 20 Castle Terrace, Edinburgh

Presentor's reference: AEB/CRMH/N0B011.0044

Notes

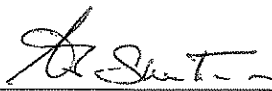
(i) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.



EXTENSION SHEET NO. 1 TO LP5

Limited Partners	Amounts Contributed (1)
Derek Arthur Roe Sunnyside Cottage Fordwells Witney Oxfordshire OX8 5PP	Cash: £10
Total	£10

Signatures of all the Partners

Derek Arthur Roe: X  as his attorney (Limited Partner)Date: X 28th September 1999

Notes

- (1) State amount contributed by each limited partner, and whether paid in cash, or how otherwise

This Power of Attorney should be completed in BLOCK CAPITALS, signed by the applicant, witnessed and sent to Amlin Private Capital Limited at One Whittington Avenue, London, EC3V 1PH with the completed Subscription Agreement.


POWER OF ATTORNEY

re

Amlin Private Capital SLPs

of

CERTIFIED TRUE COPY


DUNDAS & WILSON

Full Name: DEREK ARTHUR ROE

Address: SUNNYSIDE COTTAGE, FORDWELLS, WITNEY
OXFORDSHIRE OX8 5PP

Considering that I have subscribed a Subscription Agreement of even date herewith ("Subscription Agreement") intimating my wish to become a limited partner in a limited partnership in the series known as the Amlin Private Capital Scottish Limited Partnerships, as a result of which I will cease to carry on all of my business of underwriting insurance and related activities at Lloyd's in my capacity as a member with unlimited liability either by transferring some or all of my prospective participations and Lloyd's deposit to and, by providing Funds at Lloyd's to support the underwriting activities of, a Scottish Limited Partnership which will be a limited liability member of Lloyd's in which I will have a direct interest or by transferring my prospective participations to a third party in which I have no direct or indirect interest with a view to realising value for my prospective participations and considering that it is convenient for me to appoint an attorney on the terms and conditions set out below to sign all necessary or expedient deeds and/or documents and perform any relevant or expedient acts in connection with me becoming a limited partner in a Scottish Limited Partnership I do Hereby Irrevocably Appoint Antony John Smithson whom failing David Ian John Herbert whom failing Simon John Player all of Amlin Private Capital Limited of One Whittington Avenue, London, EC3V 1PH, to be my true and lawful attorney ("my Attorney") giving, granting and committing to my Attorney full power for me and in my name and on my behalf to do or execute all or any of the acts, deeds and things hereinafter mentioned, that is to say:

1. To execute a Partnership Agreement in relation to a partnership of which Amlin Private Capital SLP Limited ("the General Partner") will be the general partner and Amlin Private Capital Limited ("the Members' Agent") will be the members' agent ("the Partnership") in accordance with the terms of the Subscription Agreement;
2. To execute any and all documentation to be filed under the Law of Scotland or under the law of any other jurisdiction in which the Partnership shall be engaged in business including, without prejudice to this generality, the statutory form (LP5) for registration of the Partnership as a limited partnership in Scotland and all other documents necessary to qualify the Partnership as a limited partnership in the jurisdictions where the Partnership may be carrying on business and any documents ancillary to those executed on behalf of the Partnership by the General Partner and the Members' Agent which may also require the signature of limited partners;
3. To execute, sign, issue, make, provide, attest, authorise or certify any and all documentation or deeds whatsoever (including but not limited to those documents described or referred to in the Conversion Invitation) to facilitate (a) my participation in an Amlin Private Capital SLP, (b) the transfer of some or all of my prospective participations and Lloyd's deposit to the Partnership (including the nomination of the Partnership in substitution for me in relation to such transfer) and/or (c) the provision by me of Funds at Lloyd's (whether interavailable or otherwise) to support the underwriting activities of the Partnership and/or as otherwise required or considered reasonably necessary or desirable by my Attorney in connection therewith and which require to be executed by me in order to implement my obligations under the Subscription Agreement including

without prejudice to the generality of the foregoing the following documents or deeds, where relevant, as they may be updated or amended from time to time:-

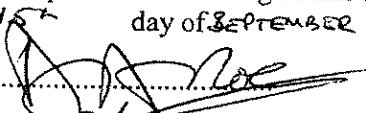
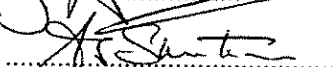
- (1) Notice of Provision of Lloyd's Deposit (CM40A);
 - (2) Deed of Release, Advance and Resettlement (CM400);
 - (3) Individual Name; Lloyd's Deposit Trust Deed (General Interavailability) (CM401);
 - (4) Deed of Application (CM402);
 - (5) Deed of Adherence (CM404 (DTD/SLP));
 - (6) Deed of Adherence (CM406 (STD/SLP));
 - (7) Deed of Release, Revocation and Substitution (CM410 (STDI)(V) and/or CM411 (STDI)(R));
 - (8) Security and Trust Deed (Interavailable) (CM412 (STDI));
 - (9) Deed of Adherence (CM414 (STDI/SLP));
 - (10) Form of Consent to Transfer of Personal Reserves;
 - (11) Deed of Release, Advance and Resettlement Long-Term Business (CM422);
 - (12) Individual Name's Lloyd's Deposit Trust Deed (Long-Term Business Life Interavailability (CM421);
 - (13) Deed of Application Long-Term Business Life (CM420);
 - (14) Deed of Adherence (Deposit Trust Deed Life/SLP) (CM424);
 - (15) Deed of Adherence (Security and Trust Deed Life/SLP) (CM426);
 - (16) Security and Trust Deed (Interavailable) Long-Term Business (Life) (CM427);
 - (17) Deed Variation (CM410)(V);
 - (18) Deed Variation (CM410)(R);
4. To notify Lloyd's that my resignation from Lloyd's is effective once my application in terms of the Subscription Agreement has been accepted;
 5. To issue and/or make any arrangements and give any instructions to any third party (including any relevant trustee or any financial institution which has issued any asset held as part of my Funds at Lloyd's) to enable my Funds at Lloyd's to be released or made available to support the underwriting at Lloyd's of the Partnership or to be returned to me in whole or in part; and/or
 6. To do any other act or thing in relation to the subscription by me of the Subscription Agreement and in relation to me becoming a limited partner in the Partnership which would be in my power to do so personally.

Declaring that:

- (a) Any person dealing with the Partnership or me in connection with my subscription of a Subscription Agreement and/or my transfer or nomination of underwriting capacity and/or the provision by me of Funds at Lloyd's (whether interavailable or otherwise) and/or me becoming a limited partner may conclusively presume and rely upon the fact that any document or deed executed by my Attorney is authorised, in order and binding, without further enquiry and that all acts of and documents or deeds granted by my Attorney by virtue of the powers hereby conferred shall be valid and binding on me as if they were acts, documents or deeds granted by me.
- (b) I undertake to ratify and agree and confirm from time to time and at all times everything my Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney.
- (c) This Power of Attorney shall not preclude execution of any such documentation or deeds by me personally.
- (d) All words and expressions in this Power of Attorney have the same meanings as in the Conversion Invitation relating inter alia to the Amlin Private Capital Scottish Limited Partnerships dated 14th July 1999 and as defined in the Conversion Rules made under the Conversion and Related Arrangements Byelaw (no 22 of 1996) save where the context requires otherwise or as otherwise referred to herein.
- (e) "Funds at Lloyd's" shall bear herein the meaning attributed to it in the Membership Byelaw (No 17 of 1993) as amended.

- (f) This Power of Attorney shall be irrevocable from the date hereof until and shall expire on 31st December 1999.
- (g) My Attorney shall incur no responsibility in respect of the acts, intrusions and management of my Attorney or any omission or error attributable to my Attorney and I agree to indemnify and keep indemnified the Attorney from and against all demands, claims, losses, costs and expenses which may be brought against or incurred by the Attorney as a result of acting in accordance with this Power of Attorney.
- (h) This Power of Attorney shall be governed by and construed in accordance with the Laws of Scotland and I hereby submit for all purposes in connection with this Power of Attorney to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are subscribed by me at *LONDON on the 15th day of SEPTEMBER Nineteen hundred and ninety nine as follows:

Subscriber (Signature) 
in the presence of:-
Witness (Signature) 

Name (BLOCK CAPITALS) 1 CARDWELL CRESCENT

Address ASCOT
..... BERKS
..... SL5 9AW

Note: * Specify place, eg London