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COMPANIES FORM No. 12

12**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

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1971242

Name of company

* TSB FOUNDATION FOR ENGLAND AND WALES

* insert full
name of CompanyI, MICHAEL ANTHONY CROFT BAKER
of 16 St. Martin's-le-Grand, London, EC1A 4EJ.† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)] and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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

Re-

Declared at 1 Grosvenor Street
London EC2A 7BU.

Declarant to sign below

the 21st day of NovemberOne thousand nine hundred and Eighty fivebefore me John Wood-SmithA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.Presentor's name address and
reference (if any):Messrs. Theodore Goddard,
16 St. Martin's-le-Grand,
London, EC1A 4EJ.

28/T.61945

For official Use

New Companies Section

Post room



Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

30(5)(a)

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

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

Note
This declaration should accompany the application for the registration of the company

* insert full name of company

delete as appropriate

For official use

[] [] [] [] [] []

Company number

1971242

Name of company

* TSB FOUNDATION FOR ENGLAND AND WALES

I, MICHAEL ANTHONY CROFT BAKER

of 16 St. Martin's-le-Grand, London, EC1A 4EJ.

a [Solicitor engaged in the formation of the above-named company] ~~person named as director or secretary of the above company in the statement delivered under section 10 of the above Act~~ I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at 1 Gresham Street
London EC2V 7BU

Declarant to sign below

the 21st day of November
One thousand nine hundred and eighty five
before me C. H. Sheratt

M. A. Croft Baker

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Messrs. Theodore Goddard,
16 St. Martin's-le-Grand,
London, EC1A 4EJ.

Ref: 28/T.61945

For official Use

New Companies Section

Post room

2/11/85
MSC

THE COMPANIES ACT 1985



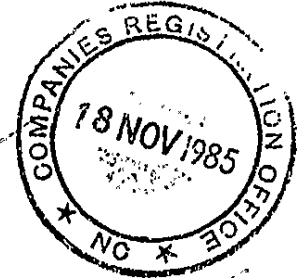
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

1971242

MEMORANDUM OF ASSOCIATION

- of -

TSB FOUNDATION FOR ENGLAND AND WALES



1. THE name of the Company (hereinafter called "the Foundation") is "TSB FOUNDATION FOR ENGLAND AND WALES".

2. THE Registered Office of the Foundation will be situate in England.

3. THE Foundation is established to do anything which is a charitable purpose according to the laws of England and Wales from time to time principally in but not limited to England and Wales and the Isle of Man including in particular (but without prejudice to the generality of the foregoing):-

(a) To advance education and training in all aspects of knowledge by means of (but not limited to) the making of grants, including the establishment of scholarships and prizes, and other like awards.

(b) To advance scientific or medical research, on the condition that all useful results of such scientific or medical research are published, and education in scientific or medical research by means of (but not limited to) the making of grants, including the establishment of scholarships and prizes, and other like awards.

(c) To promote the provision of facilities in the interests of social and community welfare for recreation and leisure time occupation and enjoyment of the arts with the object of improving the conditions of life of people who are disadvantaged by youth, age, infirmity or disablement, poverty or social and economic circumstances.

In furtherance of the above objects, but not further or otherwise, the Foundation shall have the following powers:-



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2/11/85

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(1) To expend capital and to accept gifts bequests and the like of whatever nature and in any form.

(2) To purchase take on lease or exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Foundation may think necessary for the promotion of its objects, and to construct maintain and alter any buildings or erections necessary for the work of the Foundation.

(3) To sell let mortgage dispose of or turn to account all or any of the property or assets of the Foundation as may be thought necessary with a view to the promotion of its objects.

(4) To undertake and execute any charitable trusts which may lawfully be undertaken by the Foundation.

(5) To borrow or raise money for the purposes of the Foundation on such terms and on such security as may be thought fit provided that during the period prior to the publication of the first annual accounts of the Foundation such borrowing shall be permissible only with the consent of TSB Group plc (as defined in the Articles of Association of the Foundation) and thereafter except with the approval of TSB Group plc the aggregate of any sums so borrowed or raised by the Foundation and still outstanding at the date or respective dates on which the Foundation may exercise this power shall not exceed in the whole the total amount of the Foundation's income as stated in its last published annual accounts.

(6) Without prejudice to the Foundation's obligations to apply its income in furtherance of its purposes to invest any monies of the Foundation not immediately required for its purposes in such investments securities or property as may be thought fit but unless the Foundation shall otherwise decide on substantial grounds any such investment shall be of a temporary nature.

(7) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe and guarantee money for charitable purposes in any way connected with the purposes of the Foundation or calculated to further its objects.

(8) To do all such other lawful things as are necessary or convenient to the attainment of the above objects or any of them including the exercise of any power vested in the Foundation by the Memorandum or Articles of Association of TSB Group plc or of the Banking Company as defined in the Articles of Association of the Foundation.

Provided that:-

(a) In case the Foundation shall take or hold any property which may be subject to any trusts the Foundation shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts.

(b) The objects of the Foundation shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Foundation shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Foundation shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any property the Board of Directors of the Foundation (hereinafter called "the Trustees") shall be chargeable for any property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the true administration of any property in the same manner and to the same extent as they would have been if no incorporation had been effected and the incorporation of the Foundation shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Trustees but they shall as regards any property be subject jointly and severally to such control or authority as if the Foundation were not incorporated.

(d) The income and property of the Foundation whencesoever derived shall be applied solely towards the promotion of the objects of the Foundation as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Foundation provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Foundation or to any member of the Foundation in return for any services actually rendered to the Foundation; but so that no Trustee shall be appointed to any salaried office of the Foundation or any office of the Foundation paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Foundation to any Trustee except the repayment of reasonable out-of-pocket expenses PROVIDED THAT this provision shall not apply to any payment to any company of which a Trustee may be a member and in which the Trustee shall not hold more than 100th part of the capital and such Trustee shall not be

bound to account for any share of profits he may receive in respect of any such payment.

4. THE liability of members is limited.

5. EVERY member of the Foundation undertakes to contribute to the assets of the Foundation in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Foundation contracted before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

6. IF upon the winding-up or dissolution of the Foundation there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Foundation but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Foundation and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 3 hereof such institution or institutions to be determined by members of the Foundation at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable objects.

7. THE provisions hereof may subject to the approval of TSB Group plc be amended in general meeting by a three-quarters majority of the members provided that no amendment shall be made which would have the effect of the Foundation ceasing to be a charity according to the laws of England and Wales.

8. ANY requirement herein for the consent or approval of TSB Group plc shall become void if an offer is made to ordinary shareholders of TSB Group plc (or to all such shareholders other than the offeror and/or any body corporate controlled by the offeror and/or any persons acting in concert with the offeror) to acquire the whole or any part of the issued ordinary share capital of TSB Group plc and the right to cast more than 50 per cent of the votes which may ordinarily be cast on a poll at a general meeting of TSB Group plc becomes or is certain to become vested in the offeror and/or such bodies corporate or persons aforesaid and the publication of a Scheme of Arrangement under the Act (as defined in the Articles of Association of the Foundation) providing for the acquisition by any person of the whole or any part of the ordinary share capital of TSB Group plc shall be deemed to be the making of an offer for the purposes of this clause.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

SIR JOHN EMMS READ
MUNSTER HOUSE
MUNSTER GREEN
HAYWARDS HEATH
WEST SUSSEX



CHARTERED ACCOUNTANT

KENNETH ANDREWS MILLICHAPE
THE CROFT
WRIGLEYS LANE
FORMBY
LIVERPOOL



CHARTERED ACCOUNTANT

DATED the 29th day of OCTOBER 1985

WITNESS to the above Signatures :-

H.W.K. STEPHENS
25 JENNER DRIVE
WEST END, WOKING
SURREY



CHARTERED SECRETARY

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

1971242

- of -

TSB FOUNDATION FOR ENGLAND AND WALES

GENERAL

1. IN these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not consistent with the subject or context:-

WORDS

MEANINGS

The Act	The Companies Act 1985 and any modification or re-enactment thereof
These Articles	The Articles of Association of the Foundation from time to time in force
The Foundation	TSB Foundation for England and Wales
The Trustees	The Directors for the time being of the Foundation
The Office	The Registered Office of the Foundation
The Seal	The Common Seal of the Foundation
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
The Banking Company	Trustee Savings Bank England and Wales plc or before the Vesting Day as

defined in the Trustee
Savings Bank Act 1985
Trustee Savings Bank
England and Wales

TSB Group plc

The company referred to as
"the new holding company"
in the Trustee Savings
Banks Act 1985 but
references herein to TSB
Group plc shall until the
Vesting Day as defined in
such Act be deemed to mean
Central Board as also
therein defined.

Group appointee

Any person appointed as a
Trustee by TSB Group plc

In writing

Written, printed or
lithographed or partly one
and partly another and other
modes of representing or
reproducing words in a
visible form

And words importing the singular number only shall
include the plural number and vice versa

Words importing the masculine gender only shall
include the feminine gender; and

Words importing persons shall include corporations
and unincorporated bodies.

References to the names of corporations or
unincorporated bodies shall unless inconsistent with the
subject or context include their respective successors.

Subject as aforesaid, any words or expressions
defined in the Act or any statutory modification thereof in
force at the date on which these Articles become binding
on the Foundation shall, if not inconsistent with the
subject or context, bear the same meaning in these
presents.

2. THE Foundation is established for the purposes
expressed in the Memorandum of Association.

MEMBERS

3. THE number of members with which the Foundation
proposes to be registered is twelve.

4. THE subscribers to the Memorandum of Association
shall be the first members of the Foundation but upon the
appointment of the first Trustees such Trustees shall
become the members of the Foundation and the said first
members shall be retired unless they are also Trustees

and thereafter the Trustees for the time being shall be the members of the Foundation.

5. THE provisions of Sections 352 and 353 of the Act shall be observed by the Foundation, and every member of the Foundation shall either sign a written consent to become a member or sign the register of members on becoming a member.

6. ANY member who ceases at any time to be a Trustee shall thereupon cease to be a member.

GENERAL MEETING

7. THE Foundation shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Trustees, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Foundation holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

8. ALL General Meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.

9. THE Trustees may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

10. TWENTY-ONE days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons (including the auditors) as are under these presents or under the Act entitled to receive such notice from the Foundation; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than the Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

11. THE accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETING

12. ALL business shall be deemed special that is transacted at an Extraordinary General meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Trustees and of the auditors, and the appointment of, and the fixing of the remuneration of, the auditors.

13. NO business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise herein provided five members personally present shall be a quorum.

14. IF within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Trustees may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

15. THE Chairman of the Trustees shall preside as Chairman at every General Meeting, but, if at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Deputy Chairman of the Trustees shall preside but if there be no such Chairman or Deputy Chairman present within such fifteen minutes and willing to preside, the members present shall choose one of their number to preside.

16. THE Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

17. AT any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority,

and an entry to that effect in the minute book of the Foundation shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

18. SUBJECT to the provisions of Article 19, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. NO poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

20. IN the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

21. THE demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

22. SUBJECT as hereinafter provided, every member shall have one vote.

23. SAVE as herein expressly provided, no member other than a member duly registered shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

24. VOTES may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote. A proxy must be a member.

25. THE instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

26. THE instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office or such other place as the Trustees may appoint not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument

appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

27. A VOTE given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

28. ANY instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

"TSB FOUNDATION FOR ENGLAND AND WALES

I,
of
a member of TSB Foundation for England and Wales
hereby appoint
and failing him
of
to vote for me and on my behalf at the (Annual or Extraordinary or Adjourned, as the case may be) General Meeting of the Foundation to be held on the day of
and at every adjournment thereof.

AS WITNESS my hand this day of
19 .

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

THE TRUSTEES

29. THE minimum number of Trustees shall be five and until otherwise determined by a general meeting, the maximum shall be twelve.

30. SUBJECT to these Articles the Trustees shall be appointed for such term not exceeding five years as the appointor under Article 32 thinks fit and shall be eligible for reappointment.

POWERS OF THE TRUSTEES

31. THE business of the Foundation shall be managed by the Trustees who may exercise all such powers of the Foundation, and do on behalf of the Foundation all such acts as may be exercised and done by the Foundation, and as are not by statute or by these presents required to be exercised or done by the Foundation in General Meeting.

APPOINTMENT OF THE TRUSTEES

32. UP to three of the Trustees shall be appointed by TSB Group plc and up to nine of the Trustees shall be appointed by the Banking Company subject to the

approval of TSB Group plc until such time as Article 59 shall have effect and thereafter the provisions of the Act relating to the appointment and removal of directors shall apply.

33. SUCH appointment or approval shall be effected by resolution of the relevant Board of Directors.

CHAIRMAN

34. THE Trustees shall appoint one of their number to be Chairman to hold office for one year. The Chairman shall be eligible for reappointment. The Trustees may at any time revoke any appointment as Chairman. The appointment or revocation of appointment of the Chairman shall be subject to the approval of TSB Group plc.

DEPUTY CHAIRMAN

35. THE Trustees shall appoint one of their number to be Deputy Chairman to hold office for one year. The Deputy Chairman shall be eligible for reappointment. The Trustees may at any time revoke any appointment as Deputy Chairman.

SECRETARY

36. THE Secretary shall be appointed by the Trustees, for such time, at such remuneration (unless he is also a Trustee) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Trustees may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

37. THE Seal of the Foundation shall not be affixed to any instrument except by the authority of a resolution of the Trustees, and in the presence of at least one Trustee and of the Secretary or of two Trustees, and the said Trustee and Secretary or the said Trustees shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Foundation such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DISQUALIFICATION OF TRUSTEES

38. THE office of Trustee shall be vacated: -

(A) if a receiving order is made against him or he makes any arrangement or composition with his creditors.

(B) if he becomes of unsound mind.

(C) if by notice in writing to the Foundation he resigns his office.

(D) if he ceases to hold office by reason of any order made under Sections 295-300 of the Act.

(E) if he is removed from office by a resolution duly passed pursuant to Section 303 of the Act.

(F) by resolution of the Board of Directors of TSB Group plc in the case of a Group appointee and of the Board of Directors of the Banking Company with the approval of TSB Group plc in the case of any other Trustee.

PROCEEDINGS OF THE TRUSTEES

39. THE Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business Provided always that a Group appointee must be present to constitute a quorum which should never be less than five. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

40. A TRUSTEE may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Trustees by notice served upon the Trustees. A Trustee who is absent from the United Kingdom shall not be entitled to notice of a meeting.

41. THE Trustees shall be entitled to be reimbursed for their reasonable out of pocket expenses in connection with their duties as Trustees.

42. THE Chairman shall be entitled to preside at all meetings of the Trustees at which he shall be present, but, if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the Deputy Chairman shall be entitled to preside, but, if at any meeting the Chairman or Deputy Chairman be not present within such five minutes and willing to preside, the Trustees present shall choose one of their number to be Chairman of the meeting.

43. A MEETING of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the Trustees generally.

44. THE Trustees may delegate any of their powers to committees consisting of such Trustee or Trustees as they think fit. The meetings and proceedings of any such committee shall be governed by the provisions of these

Articles for regulating the meetings and proceedings of the Trustees so far as applicable, PROVIDED THAT all acts and proceedings of such committees to whom powers are delegated must be reported back to the Trustees as soon as possible.

45. ALL acts bona fide done by any meeting of the Trustees or of any committee of the Trustees, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every person so acting had been duly appointed or had duly continued in office and was qualified to be a Trustee.

46. THE Trustees shall cause proper minutes to be made of all appointments of officers made by the Trustees and of the proceedings of all meetings of the Foundation and of the Trustees and of committees of the Trustees, and all business transacted at such meetings, and any such minutes of any meetings, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

47. A RESOLUTION in writing or a number of copies thereof signed in the aggregate by all the Trustees or of any committee of the Trustees who are entitled to receive notice of a meeting of the Trustees or of such committee shall be as valid and effectual as if the resolution had been passed at a meeting of the Trustees or of such committee duly convened and constituted.

PATRONS

48. THE Trustees may from time to time with the consent of TSB Group plc invite any person or persons whose patronage would in their opinion confer a benefit upon the Foundation to become patrons of the Foundation. Any person who accepts the position of patron shall hold that position until he relinquishes it by written notice to the Foundation or until the Trustees decide by resolution to terminate his appointment. A patron shall not be a member of the Foundation or a Trustee and shall have none of the responsibilities or powers of a Trustee, but the Foundation shall have the right to announce that it is under his patronage in any letters, brochures, announcements and other like publications.

ACCOUNTS

49. THE Trustees shall cause proper books of account to be kept with respect to:-

(A) All sums of money received and expended by the Foundation and the matters in respect of which such receipts and expenditure take place;

(B) All sales and purchases of goods by the Foundation; and

(C) The assets and liabilities of the Foundation.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Foundation and to explain its transactions.

50. THE books of account shall be kept at the Office, or, subject to Section 222 of the Act at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees.

51. AT the request of the Banking Company or of TSB Group plc, the Trustees shall make books of account of the Foundation or any of them open to inspection by the Banking Company and by TSB Group plc.

52. AT the Annual General Meeting in every year the Trustees shall lay before the Foundation a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Foundation) made up to a date not more than six months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Trustees and the auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting subject nevertheless to the provisions of Section 240 of the Act, be sent to TSB Group plc, the Banking Company, the auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The auditors' report shall be open to inspection and be read before the meeting as required by Section 241 of the Act.

AUDIT

53. ONCE at least in every year the accounts of the Foundation shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

54. AUDITORS shall be appointed and their duties regulated respectively in accordance with the Act.

NOTICES

55. A NOTICE may be served by the Foundation upon any member, either personally or by sending it through

the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

56. ANY member described in the register of members by an address not within the United Kingdom who shall from time to time give the Foundation an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Foundation.

57. ANY notice, if served by post, shall be deemed to have been served on the day following (or where second class mail is employed, on the third day following) that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and duly posted.

DISSOLUTION AND AMENDMENT

58. CLAUSES 6 and 7 of the Memorandum of Association shall have effect as if the provisions thereof were repeated in these Articles.

59. ANY requirement herein for the consent or approval of TSB Group plc or power vested in TSB Group plc or the Banking Company shall become void if an offer is made to ordinary shareholders of TSB Group plc (or to all such shareholders other than the offeror and/or any body corporate controlled by the offeror and/or any persons acting in concert with the offeror) to acquire the whole or any part of the issued ordinary share capital of TSB Group plc and the right to cast more than 50 per cent of the votes which may ordinarily be cast on a poll at a general meeting of TSB Group plc becomes or is certain to become vested in the offeror and/or such bodies corporate or persons aforesaid and the publication of a Scheme of Arrangement under the Act providing for the acquisition by any person of the whole or any part of the ordinary share capital of TSB Group plc shall be deemed to be the making of an offer for the purposes of this clause.

RELEASE AND INDEMNITY

60. SUBJECT to Section 310 of the Act no Trustee shall be personally liable for any act or thing done or omitted by him in relation to the affairs of the Foundation by reason of his description as Trustee rather than as a Director of the Foundation and any Trustee, agent, auditor, secretary and other officer for the time being of the Foundation shall be indemnified out of the assets of the Foundation against any loss, expense or liability incurred by him as a result of such description or in or

about the execution and discharge of the duties of his office or in connection with any application under Section 727 of the Act in which relief is granted to him by the court.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

SIR JOHN ENIMS READ
MUNSTER HOUSE
MUNSTER GREEN
HAYWARDS HEATH
WEST SUSSEX



CHARTERED ACCOUNTANT

KENNETH ANDREWS MILLICHAPE
THE CROFT
WRIGLEYS LANE
FORMBY
LIVERPOOL



CHARTERED ACCOUNTANT

DATED the 29th day of October 1985

WITNESS to the above Signatures:-



H.W.K. STEPHENS
25 JENNER DRIVE
WEST END, WOKING
SURREY

CHARTERED SECRETARY

G

COMPANIES FORM No. 10

**Statement of first directors
and secretary and intended
situation of registered office****10**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

1971242

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

Name of company

* Insert full name
of company

* TSB FOUNDATION FOR ENGLAND AND WALES

The intended situation of the registered office of the company on incorporation is as stated below

25 Milk Street,
London, EC2V 8LU.

Postcode

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

X

Messrs. Theodore Goddard,
16 St. Martin's-le-Grand,
London,

Postcode

EC1A 4EJ

Number of continuation sheets attached (see note 1)

1

Presentor's name address and
reference (if any):Messrs. Theodore Goddard,
16 St. Martin's-le-Grand,
London, EC1A 4EJ.

28/T.61945

For official Use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) SIR JOHN EMMS READ		Business occupation Chartered Accountant
Previous name(s) (note 3) None		Nationality British
Address (note 4) Muster House, Muster Green, Haywards Heath, West Sussex.		Date of birth (where applicable) (note 6) 29th March 1918
Postcode RH16 4AJ		
Other directorships † see continuation sheet		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 29 th October 1985

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3) KENNETH ANDREWS MILLICHAP		Business occupation Chartered Accountant
Previous name(s) (note 3) None		Nationality British
Address (note 4) The Croft, Wrigleys Lane, Formby, Liverpool		Date of birth (where applicable) (note 6) 30th December 1923
Postcode L37 7DR		
Other directorships † Trustee Savings Banks (Holdings) Ltd., Central Trustee Savings Bank Ltd., H. & J. Quick Group plc, Manchester Chamber of Commerce and Industry, North West Regional Enterprise Board, Anglo American Venture Management Ltd.		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 29 th October 1985

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		Date of birth (where applicable) (note 6)
Postcode		
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Please do not
write in
this margin

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

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7) PETER WILLIAM STUART ROWLAND		
Previous name(s) (note 3) NONE		
Address (notes 4 & 7) PINE COPSE, WOODLAND DRIVE, EAST HORSLEY, SURREY		
Postcode		KT24 5AN
I consent to act as secretary of the company named on page 1		
Signature <i>Peter Rowland</i>		Date 29 th October 1985

Name (notes 3 & 7)		
Previous name(s) (note 3)		
Address (notes 4 & 7)		
Postcode		
I consent to act as secretary of the company named on page 1		
Signature		Date

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date
---	------

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed <i>P. Rowland</i>	Date 29 th October 1985
Signed <i>W. ...</i>	Date 29 th October 1985
Signed	Date
Signed	Date
Signed	Date
Signed	Date

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 1
to Form No. 10

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

Company number

1971242

Name of company

* Insert full name
of company

* TSB FOUNDATION FOR ENGLAND AND WALES
--

Particulars of other directors (continued)

Name (note 3)		Business Occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		Date of birth (where applicable) (note 6)
	Postcode	
I consent to act as director of the company named above (notes 9 and 10)		
Signature		Date

Particulars of other directorships

Form F101 (Cont)
(No. 10 — continuation)
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27 & 28 St Albans Place
London N1 0NX
July 1985

† delete if
inappropriate

continued overleaf †

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this margin

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

Particulars of other directorships (continued)

SIR JOHN EMMS READ

Brighton Festival Trust Ltd.
CAF Nominees Ltd.
Central Trustee Savings Bank Ltd.
E.M.I. Ltd.
E.M.I. Pension Trust Ltd.
Group Five Holdings Ltd.
Henley - The Management College Ltd.
The Institute of Neurology Ltd.
Thames Television Ltd.
Thorn EMI Pension Trust Ltd.
Thorn EMI plc
Thorn Senior Executive Pension Scheme Trustee Ltd.
Three Copthall Avenue Ltd.
Trustee Savings Banks (Holdings) Ltd.
TTH Limited
White Ensign Association Ltd.
Wonderworld plc
Dunlop Holdings plc
EMI Australia Ltd.
International Commodities Clearing House Ltd.
EMI Toshiba (Japan) Ltd.
UDT (Holdings) Ltd.
UDT Investment Holdings Ltd.
United Dominions Trust Ltd.

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1971242

I hereby certify that

TSB FOUNDATION FOR ENGLAND AND WALES

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

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

13TH DECEMBER 1985

M. Saunders
M. SAUNDERS (MRS)

an authorised officer

**Notice of accounting reference date**
(to be delivered within 6 months of
incorporation)Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number

[0101]

1971242

Name of company

* TSB FOUNDATION FOR ENGLAND AND WALES

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:**Important**
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 | 1 | 1 | 0

5 April
Day Month

0 | 5 | 0 | 4

30 June
Day Month

3 | 0 | 0 | 6

31 December
Day Month

3 | 1 | 1 | 2

† Delete as
appropriate

Signed

[Director][Secretary]† Date 11th June 1986.

Presenter's name address and
reference (if any):
TSB Group Central Executive,
25 Milk Street,
London, EC2V 8LU.

RWJ/MN

For official Use
General Section

Post room

