

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4276631

The Registrar of Companies for England and Wales hereby certifies that

MSC (CASH MANAGEMENT) LIMITED

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

Given at Companies House, London, the 24th August 2001



N04276631G

A handwritten signature in black ink, likely of the Registrar of Companies.

For The Registrar Of Companies



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

Please complete in typescript,
or in bold black capitals

CHFP001

Declaration on application for registration

4276681

Company Name in full

MSC (CASH MANAGEMENT) LIMITED

I, MARK DAVID ANDERSON signing on behalf
of SWIFT INCORPORATIONS LIMITED

† Please 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 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

M Anderson

Declared at 17 HEATH ROAD TWICKENHAM MIDDLESEX TW1 4AW

Day Month Year

on 23 08 2001

* Please print name.

before me* GEORGE KEPPE

Signed

[Signature]

Date 23/08/2001

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

JORDANS LIMITED

20-22 BEDFORD ROW LONDON

WC1R 4JS

Tel 020 7400 3333

DX number

DX exchange



LD1
COMPANIES HOUSE

0121
24/08/01

Form revised June 1998

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHFP001

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

4278531

Company Name in full

MSC CASH MANAGEMENT LIMITED

Proposed Registered Office

10 CORNWALL TERRACE

(PO Box numbers only, are not
acceptable)

Post town

LONDON

County / Region

Postcode

NW1 4QP

If the memorandum is delivered by an
agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

☒

Agent's Name

JORDANS LIMITED

Address

20-22 BEDFORD ROW

Post town

LONDON

County / Region

Postcode

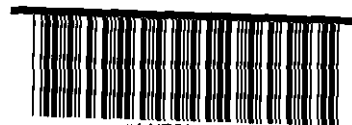
WC1R 4JS

Number of continuation sheets
attached

☐

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

JORDANS LIMITED	
20-22 BEDFORD ROW LONDON	
WC1R 4JS	Tel 020 7400 3333
DX number	DX exchange



LD1 *LU5813HU* 0120
COMPANIES HOUSE 24/08/01

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for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Form revised July 1998

Company Secretary (see notes 1-5)

Company name

NAME

*Style / Title

*Honours etc

Forename(s)

* Voluntary details

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Country

1 MITCHELL LANE

BRISTOL

Postcode BS1 6BU

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Country

1 MITCHELL LANE

BRISTOL

Postcode BS1 6BU

ENGLAND

Day Month Year

Date of birth**Nationality**

UK REGISTERED

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

This section is signed by an agent on behalf of all subscribers

Date

Company number

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address
Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature
Date
Directors (see notes 1-

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

SWIFT INCORPORATIONS LIMITED

Previous forename(s)

Previous surname(s)

Address

1 MITCHELL LANE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

BRISTOL

County / Region

Postcode

BS1 6BU

Country

ENGLAND

Day Month Year

Date of birth
Nationality

UK REGISTERED

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature
Date

23/8/2001

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHFP001

Company name

NAME

*Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth**Nationality****Business occupation****Other directorships**

I consent to act as director of the company named on page 1

Consent signature**Date**

23.08.2001

p.p. FORT STREET NOMINEES LIMITED

JFL0035e / Rev 5.4 10/99

CHFP001

Company name

NAME

*Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

*Honours etc

Forename(s)

Surname

JORDAN NOMINEES (I.O.M.) LIMITED

Previous forename(s)

Previous surname(s)

Address

1ST FLOOR, ATLANTIC HOUSE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

DOUGLAS

County / Region

ISLE OF MAN

Postcode

IM1 1AG

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

23.08.2001

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

MSC (CASH MANAGEMENT) LIMITED

Registered Number:

Incorporated: 23rd August 2001

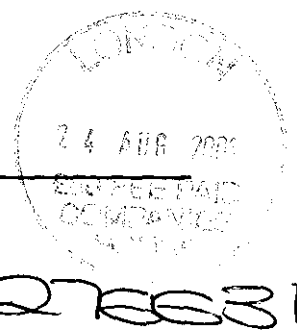
Simmons & Simmons

CityPoint One Ropemaker Street London EC2Y 9SS
T 020 7628 2020 F 020 7628 2070 DX Box No 12

CONTENTS

MEMORANDUM OF ASSOCIATION	1
1. Name.....	1
2. Registered Office.....	1
3. Objects	1
4. Member's Liability	3
5. Share Capital	3
6. Additional Provisions	3
ARTICLES OF ASSOCIATION	6
1. Table A.....	6
2. Interpretation	6
3. Unissued share capital.....	7
4. Redeemable shares.....	7
5. Transfers of shares.....	7
6. Notice of general meetings	7
7. Proceedings at general meetings.....	7
8. Votes of Members	8
9. Alternate Directors	8
10. The seal	8
11. Delegation of Directors' powers	8
12. Appointment and retirement of Directors	9
13. Directors' gratuities and pensions	9
14. Proceedings of Directors.....	9
15. Notices	10
16. Winding up	10
17. Indemnity.....	11

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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

MSC (CASH MANAGEMENT) LIMITED

1. Name

1.1 The Company's name is "MSC (Cash Management) Limited".

2. Registered Office

2.1 The Company's registered office is to be situated in England and Wales.

3. Objects

"Funding" means MSC (Funding) PLC a public company incorporated in England and Wales with limited liability and incorporated for the purpose, inter alia, of the issue of the Secured Notes and the Unsecured Notes;

"Holdco" means Meadowhall Shopping Centre Property Holdings Limited or any other company for the time being who is the beneficial owner of the entire issued share capital of the Property Company;

"Intercompany Loan" means all and any one of those intercompany loans by Funding to the Property Company from the proceeds of the issue of the Notes;

"Notes" means the Secured Notes and the Unsecured Notes;

"Note Accounts" means all or any of the bank accounts opened and maintained by National Westminster Bank plc for the Property Company or Funding or otherwise in respect of the Notes or the Intercompany Loans;

"Property Company" means Meadowhall Shopping Centre Limited.

"Secured Notes" means the first notes to be issued by the Company which are expressed to be secured notes, together with any other notes constituted by a trust deed supplemental to the trust deed constituting these notes; and

"Unsecured Notes" means the first notes to be issued by the Company which are expressed to be unsecured notes, together with any other notes constituted by a trust deed supplemental to the trust deed constituting these notes.



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COMPANIES HOUSE

LUSBJSH

0119
24/08/01

- 3.1 The object of the Company is to carry on business as a general commercial company. Without prejudice to the generality, of the object and the powers of the Company derived from section 3A of the Companies Act 1985 (as amended) the Company has power to do all or any of the following things:
- (A) To carry on business as a general cash management company and accordingly to have power to do all such things as are incidental or conducive to the carrying on of cash management activities relating to the requirements (on a day to day basis or otherwise) of Funding and the Property Company.
 - (B) To carry on all or any of the businesses of financial agents and representatives, advisers, managers and administrators, brokers and agents, to participate in, undertake, perform and carry on commercial and financial operations to include, inter alia, arranging, as agent for Funding and/or the Property Company (as appropriate), all payments into and out of the Note Accounts, and, as agent for the Property Company (as appropriate), all payments of principal and interest on the Intercompany Loans, and, as agent for Funding, all payments of principal and interest on the Notes.
 - (C) To borrow and raise money and accept money on deposit and to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes and other instruments and securities, whether negotiable or otherwise and such other instruments as are similar to, or derived from any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing any exposure or for any other purpose and to enter into any guarantee, contract of indemnity or suretyship.
 - (D) To give any remuneration or other compensation or reward for services rendered or to be rendered in the conduct or course of its business.
 - (E) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.
 - (F) To purchase and maintain for any director, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
 - (G) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
 - (H) To distribute any of the property of the Company among its creditors and Members in specie or kind.
 - (I) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
 - (J) To carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or otherwise to advance the interests of the Company or of its Members.

- (K) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above object or any of them.
- (L) Without prejudice to the object of the Company contained within the above provisions of this clause it shall be an object of the Company to hold one share in Funding as nominee for Holdco.

AND it is hereby declared that in this clause "company", except where used in reference to this Company, shall include any partnership or other body of persons, where incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "subsidiary" and "holding company" shall include, respectively, "subsidiary undertaking" and "parent undertaking", "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. Member's Liability

- 4.1 The liability of the Members is limited.

5. Share Capital

- 5.1 The Company's share capital is £100 divided into 100 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

6. Additional Provisions

- (A) In this clause:

"Charging Company" means a company which charges all or any part of its property undertaking or assets to secure payment on the Secured Notes;

"Conditions" means the terms and conditions from time to time of the Secured Notes or the Unsecured Notes;

"Guaranteeing Company" means a company which guarantees payment of all or any part of the Unsecured Notes;

"Secured Note Trustee" means the trustee for the time being of the Secured Notes;

"Secured Notes" means the first notes issued by any company which is a subsidiary of The British Land Company PLC after the date of this Memorandum of Association which are expressed to be secured notes, together with any other notes constituted by a trust deed supplemental to the trust deed constituting those notes;

"Borrower Documents" means the documents which from time to time comprise the Borrower Documents as defined in the trust deed constituting the Secured Notes or the Unsecured Notes or any master definitions schedule or similar documents referred to in such trust deed;

"Unsecured Note Trustee" means the trustee for the time being of the Unsecured Notes; and

"Unsecured Notes" means the first notes issued by any company which is a subsidiary of The British Land Company PLC after the date of this Memorandum of Association which are expressed to be unsecured notes, together with any other notes constituted by a trust deed supplemental to the trust deed constituting those notes.

- (B) Save with the prior written consent of any Secured Note Trustee and any Unsecured Note Trustee, the Company shall not, if and for so long as it shall be a party to intra-group subordinated lending and cash management arrangements with any Charging Company or any Guaranteeing Company and the Secured Notes or the Unsecured Notes are outstanding, unless otherwise provided in or envisaged by the Conditions of the Secured Notes or the Unsecured Notes or the Borrower Documents for the Secured Notes or the Unsecured Notes, incur or permit to subsist any indebtedness for borrowed money (as the same may be defined in the trust deed constituting the Secured Notes or the Unsecured Notes or in any of the Borrower Documents for the same), or give any guarantee or indemnity in respect of any indebtedness for borrowed money (as so defined), except in respect of the Secured Notes and the Unsecured Notes.
- (C) The provisions of this clause 6 shall not be subject to any alteration, replacement or removal from this Memorandum of Association except by Special Resolution passed with the written consent of any Secured Note Trustee and any Unsecured Note Trustee.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of Subscriber

Number of shares taken
by the Subscriber

Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU



- One

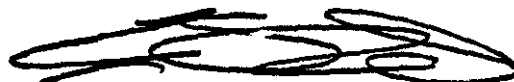
Total shares taken

- One

Dated 23rd August 2001

Witness to the above Signature:-

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MSC (CASH MANAGEMENT) LIMITED

1. **Table A**

- 1.1 The Regulations in Table A in the schedule to the Companies (Tables A to F) Regulations 1985, as amended at the date of adoption of these Articles ("Table A"), shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company. No other regulations set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company.

2. **Interpretation**

- 2.1 In these Articles unless the context otherwise requires:

"these Articles" means these Articles of Association in their present form or as from time to time altered;

the "Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"Member" means a member of the Company;

every reference in Table A to the "Act" shall be construed as if the reference were to the Companies Acts;

any words or expressions defined in the Companies Act 1985 in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be);

where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective.

3. Unissued share capital

- 3.1 Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.
- 3.2 For the purposes of section 80 of the Companies Act 1985, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of £100. This authority shall expire five years from the date of incorporation of the Company but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.
- 3.3 This Article shall not apply to redeemable shares which shall be governed by the provisions of Article 4.
- 3.4 Sub-section (1) of section 89 and sub-sections (1) to (6) (inclusive) of section 90 of the Companies Act 1985 shall not apply.

4. Redeemable shares

- 4.1 Subject to the provisions of the Companies Acts, any shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the Member registered in respect of such shares are liable, to be redeemed on such terms and in such manner as may be provided for by these Articles. Regulation 3 of Table A shall not apply.

5. Transfers of shares

- 5.1 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall not apply.

6. Notice of general meetings

- 6.1 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, **provided** that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

7. Proceedings at general meetings

- 7.1 At any general meeting a poll may be demanded by the Chairman or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

8. Votes of Members

- 8.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.
- 8.2 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the Chairman of the meeting or adjourned meeting before the commencement of such meeting, and, in default, the instrument of proxy shall not be treated as valid. Regulation 62 of Table A shall not apply.

9. Alternate Directors

- 9.1 An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct and Regulation 66 of Table A shall be varied accordingly.

10. The seal

- 10.1 The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal, or otherwise in relation to the execution of documents by the Company, and such powers shall be vested in the Directors. Any document to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine and unless otherwise so determined shall be signed by a Director and by the Secretary or a second Director. Any document to which an official seal is affixed or which is otherwise executed by the Company shall be delivered at such time, and in such manner, as the Directors may from time to time determine, and shall not be deemed to be delivered by the Company solely as a result of having been executed by the Company. Regulation 101 of Table A shall not apply.

11. Delegation of Directors' powers

- 11.1 The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. The Directors may also entrust to and confer upon any Director any of the powers exercisable by them. Any such delegation may be made upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and the Directors may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such terms, conditions or restrictions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

12. Appointment and retirement of Directors

- 12.1 Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board, or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.
- 12.2 The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.
- 12.3 Regulations 73 to 80 (inclusive), Regulation 81(e) and the last sentence of Regulation 84 of Table A shall not apply.

13. Directors' gratuities and pensions

- 13.1 The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

14. Proceedings of Directors

- 14.1 The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meetings shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary at the request of a Director shall, at any time call a meeting of the Directors. Notice of any meeting of the Directors may be given by telephone, facsimile or telex. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom unless
- (A) he has given to the Company an address, whether within or outside the United Kingdom, at which notices can be served on him, or
 - (B) in the opinion of the Secretary or Director calling the meeting it is possible at the time notice is to be given to give him such notice by telephone, facsimile or telex and it will be possible for him to participate in the meeting by telephone or other communication equipment as referred to in Regulation 14.3 of these Articles.

Meetings may be held in any part of the world.

- 14.2 The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number shall be four. An alternate Director shall, if his appointor is not present, be counted in the quorum. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and

discretions for the time being exercisable by the Directors. Any Director who ceases to be a Director at a meeting of the Directors may continue to be present and act as a Director, and be counted in the quorum, until termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

- 14.3 A Director shall be treated as present in person at a meeting of the Directors notwithstanding that he is not physically present at the place where the meeting is held if he is in communication with the meeting by conference telephone or other communication equipment permitting each person physically present at or so in communication with the meeting to hear and be heard by each other such person. Such a Director shall be counted in the quorum of the meeting and shall be entitled to vote thereat.
- 14.4 Subject to the provisions of these Articles and provided a Director shall have disclosed such interest in accordance with Regulation 85 of Table A, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.
- 14.5 Regulations 88-89 (inclusive) and 94-98 (inclusive) of Table A shall not apply.

15. **Notices**

- 15.1 Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company 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, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Regulations 112, 115 and 116 of Table A shall not apply.

16. **Winding up**

- 16.1 If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Companies Acts, divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any assets to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved,

but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability and the Liquidator may make any provision referred to in and sanctioned in accordance with the provisions of the Companies Acts. Regulation 117 of Table A shall not apply.

17. **Indemnity**

- 17.1 Subject to the provisions of the Companies Acts, the Company may purchase and maintain for any of the Company's Directors, alternate Directors, Auditors, Secretaries and other officers insurance against any liability which by virtue of any rule of law would otherwise attach to any such person in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and (whether or not any such insurance is effected) every such person shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court. Regulation 118 of Table A shall not apply.

Name and address of Subscriber

Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU



Dated 23rd August 2001

Witness to the above Signature:-

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU



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