

File Copy



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

Company No. 7980269

The Registrar of Companies for England and Wales, hereby certifies
that

TSB INTERMEDIATE COMPANY 1 LIMITED

is this day incorporated under the Companies Act 2006 as a private
company, that the company is limited by guarantee, and the situation
of its registered office is in England and Wales

Given at Companies House, Cardiff, on 7th March 2012



N07980269S



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the
Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 07/03/2012

<i>Company Name in full</i>	TSB INTERMEDIATE COMPANY 1 LIMITED
<i>Company Type</i>	Private limited by guarantee
<i>Situation of Registered Office</i>	England and Wales
<i>Proposed Register Office Address</i>	25 GRESHAM STREET LONDON UNITED KINGDOM EC2V 7HN

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

<i>Type</i>	Person
<i>Full forename(s)</i>	MR GAVIN RAYMOND

<i>Surname</i>	WHITE
----------------	--------------

Former names

<i>Service Address</i>	25 GRESHAM STREET LONDON UNITED KINGDOM EC2V 7HN
------------------------	---

<i>Consented to Act</i> Y	<i>Date authorised.</i> 07/03/2012	<i>Authenticated.</i> YES
----------------------------------	---	----------------------------------

Company Director 1

Type **Person**
Full forename(s) MR ANDREI GRISCHA

Surname MAGASINER

Former names

Service Address 25 GRESHAM STREET
LONDON
UNITED KINGDOM
EC2V 7HN

Country/State Usually Resident UNITED KINGDOM

Date of Birth 14/12/1970 *Nationality* GERMAN

Occupation TREASURER

Consented to Act Y *Date authorised* 07/03/2012 *Authenticated* YES

Company Director 2

Type **Person**
Full forename(s) **MS SUSAN ELIZABETH**

Surname **HARRIS**

Former names

Service Address **25 GRESHAM STREET
LONDON
UNITED KINGDOM
EC2V 7HN**

Country/State Usually Resident **UNITED KINGDOM**

Date of Birth. **30/01/1961** *Nationality* **BRITISH**

Occupation **FINANCE DIRECTOR**

Consented to Act **Y** *Date authorised.* **07/03/2012** *Authenticated* **YES**

Company Director 3

Type **Corporate**
Name

*Registered or
Principal Office
Address*

European Economic Area (EEA) Company

Register Location
Registration Number

Consented to Act Y *Date authorised:* 07/03/2012 *Authenticated* YES

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,*
- payments of costs, charges and expenses of winding up, and,*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below*

Name LLOYDS TSB BANK PLC

Address 25 GRESHAM STREET
 LONDON
 UNITED KINGDOM
 EC2V 7HN

Amount Guaranteed GBP1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with

Authorisation

Authoriser Designation subscriber

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

TSB INTERMEDIATE COMPANY 1 LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber	Authentication by each subscriber
--------------------------------	--

LLOYDS TSB BANK PLC	LLOYDS TSB BANK PLC
---------------------	---------------------

Dated 7/3/2012

Company Number

The Companies Act 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

TSB INTERMEDIATE COMPANY 1 LIMITED

Incorporated on

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

TSB INTERMEDIATE COMPANY 1 LIMITED

1 PRELIMINARY

- 1 1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles")
- 1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 1 3 Model Articles 2, 9(2), 14, 18(d) and (e), 19(5), 22(1) and 30(4) do not apply to the Company
- 1 4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles
- 1 5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa

2 DEFINED TERMS

- 2 1 Model Article 1 shall be varied by the inclusion of the following definitions

"appointor" has the meaning given in Article 8 1,

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 7 1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered

3 LIABILITY OF MEMBERS

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for -

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves

4 AUTHORISATION OF DIRECTORS' INTERESTS

- 4 1** For the purposes of section 175 of the Act, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director so as to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
- 4 2** Authorisation of a matter under this Article 4 shall be effective only if
- (a) the matter in question shall have been proposed for consideration at a meeting of the directors, in accordance with the usual procedures for such meetings or in such other manner as the directors may resolve,
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the "Interested directors"), and
 - (c) the matter was agreed to without the Interested directors voting or would have been agreed to if the votes of the Interested directors had not been counted
- 4 3** Any authorisation of a matter under this Article may
- (a) extend to any actual or potential conflict of interest which may arise out of the matter so authorised,
 - (b) be subject to such conditions or limitations as the directors may resolve, whether at the time such authorisation is given or subsequently, and
 - (c) be terminated by the directors at any time,
- and the director(s) in question shall comply with any obligations imposed on him/them by the directors pursuant to any such authorisation
- 4 4** A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this Article and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit

5. PERMITTED INTERESTS

- 5 1** Subject to compliance with Article 7 3, a director, notwithstanding his office, may have an interest of the following kind
- (a) where a director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Lloyds Banking Group company,
 - (b) where a director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Lloyds Banking Group company, or in which the Company is otherwise interested,
 - (c) where a director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - (d) where a director has an interest, or a transaction or arrangement gives rise to an interest, of which the director is not aware, or

- (e) where a director has any other interest authorised by ordinary resolution
- 5 2 No authorisation shall be necessary in respect of any interest permitted by Article 7 1
- 5 3 A director shall declare the nature and extent of any interest permitted under Article 5 1 and not falling within Article 5 4, at a meeting of the directors or in such other manner as the directors may resolve
- 5 4 No declaration of an interest shall be required by a director in relation to an interest
 - (a) falling within Article 5 1(a), 5 1(c) or 5 1(d),
 - (b) if, or to the extent that, the other directors are already aware of such interest (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware), or
 - (c) if, or to the extent that, it concerns the terms of his service contract (as defined in section 227 of the Act) that have been or are to be considered by a meeting of the directors, or by a committee of directors appointed for the purpose under these Articles
- 5 5 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Lloyds Banking Group company or for such remuneration, each as referred to in Article 5 1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit
- 6 TRANSACTIONAL CONFLICTS**
- 6 1 A director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 5 1
- 6 2 A director shall not be counted in the quorum at a meeting of the directors in relation to any resolution on which he is not entitled to vote
- 7. CONFIDENTIAL INFORMATION**
- 7 1 Subject to Article 7 2, if a director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required
 - (a) to disclose such information to the Company, to the directors, or to any officer or employee of the Company, or
 - (b) to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a director
- 7 2 Where such duty of confidentiality arises out of a situation in which the director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 7 1 shall apply only if the conflict arises out of a matter which has been authorised under Article 4 or falls within Article 5

- 7 3 This Article 7 is without prejudice to any equitable principle or rule of law which may excuse or release the director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 7

8 DIRECTORS' INTERESTS – GENERAL

- 8 1 For the purposes of Articles 4 to 8 (inclusive)

- (a) a person is connected with a director if that person is connected for the purposes of section 252 of the Act, and
- (b) an interest (whether of the director or of a person connected with such director) of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

- 8 2 Where a director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the director may, and shall if so requested by the directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the directors for the purpose of or in connection with the situation or matter in question, including without limitation

- (a) absenting himself from any meetings of the directors at which the relevant situation or matter falls to be considered, and
- (b) not reviewing documents or information made available to the directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

- 8 3 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 4 to 8 (inclusive)

- 8 4 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive

- 8 5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

9 UNANIMOUS DECISIONS

- 9 1 Model Article 8(2) is amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place Model Article 8(2) shall be read accordingly

10 TERMINATION OF DIRECTOR'S APPOINTMENT

10 1 In addition to the events terminating a director's appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a director as soon as -

- (a) that person is, or may be suffering from mental disorder and either -
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have, or
- (b) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office

11. SECRETARY

11 1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them

12. ALTERNATE DIRECTORS

12 1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to -

- (i) exercise that director's powers, and
- (ii) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must -

- (i) identify the proposed alternate, and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor

12 2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor

(b) Except as these Articles specify otherwise, alternate directors -

- (i) are deemed for all purposes to be directors,

- (ii) are liable for their own acts or omissions,
 - (iii) are subject to the same restrictions as their appointors, and
 - (iv) are not deemed to be agents of or for their appointors
- (c) A person who is an alternate director but not a director -
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution)

No alternate may be counted as more than one director for such purposes

- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company
- (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors"

12 3 An alternate director's appointment as an alternate terminates -

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director,
- (c) on the death of his appointor, or
- (d) when his appointor's appointment as a director terminates

13. TERMINATION OF MEMBERSHIP

- 13 1** A member may withdraw from membership of the Company by giving notice to the Company in writing, and upon receipt by the Company of such notice, that member's membership is terminated immediately

14 WRITTEN RESOLUTION OF MEMBERS

- 14 1**
- (a) Subject to Article 10 1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company
 - (b) The following may not be passed as a written resolution and may only be passed at a general meeting -
 - (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office, and

- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office

14 2 On a written resolution every member has one vote

15 NOTICE OF GENERAL MEETINGS

15 1 (a) Every notice convening a general meeting of the Company must comply with the provisions of -

- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and

- (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies

(b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company

16 QUORUM AT GENERAL MEETINGS

16 1 (a) If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by proxy or, in the event that the member is a corporation, by corporate representative, is a quorum

(b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum

(c) Model Article 27(1) is modified by the addition of a second sentence as follows -

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved "

17 VOTING AT GENERAL MEETINGS

17 1 On a vote on a resolution at a general meeting on a show of hands or on a poll, every member present in person, by proxy or (being a corporation) by corporate representative has one vote

17 2 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs

18 DELIVERY OF PROXY VOTES

18 1 Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy

notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid

19. PROCEDURE FOR APPROVING DISTRIBUTIONS

- 19 1 The Company may by ordinary resolution approve a distribution of profits, and the directors may decide to pay interim distributions to such persons entered on the register of members
- 19 2 A distribution must not be declared unless the directors have made a recommendation as to its amount. Such a distribution must not exceed the amount recommended by the directors
- 19 3 The directors may pay at intervals any distribution payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

20. PAYMENT OF DISTRIBUTIONS

- 20 1 Where a distribution of profits or other sum which is a distribution is payable to a member, it must be paid by one or more of the following means
- (a) transfer to a bank or building society account specified by the member either in writing or as the directors may otherwise decide,
 - (b) sending a cheque made payable to the member by post to the member at the member's registered address, or (in any other case) to an address specified by the member either in writing or as the directors may otherwise decide,
 - (c) sending a cheque made payable to such person by post to such person at such address as the member has specified either in writing or as the directors may otherwise decide, or
 - (d) any other means of payment as the directors agree with the member either in writing or by such other means as the directors decide
- 20 2 Subject to the provisions of these Articles, any distribution or other sum payable to a member may be paid in such currency as the directors may resolve, using such exchange rate for currency conversions as the directors may select

21. NO INTEREST ON DISTRIBUTIONS

- 21 1 The Company may not pay interest on any distribution or other sum payable to a member

22. UNCLAIMED DISTRIBUTIONS

- 22 1 All distributions or other sums which are
- (a) payable to a member, and
 - (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

- 22 2 The payment of any such distribution or other sum into a separate account does not make the Company a trustee in respect of it

- 22 3 If

(a) twelve years have passed from the date on which a distribution or other sum became due for payment, and

(b) the member has not claimed it,

the member is no longer entitled to that distribution or other sum and it ceases to remain owing by the Company

23 NON-CASH DISTRIBUTIONS

- 23 1 The Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a distribution of profit or other distribution payable to a member by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

- 23 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

(a) fixing the value of any assets,

(b) paying cash to any member on the basis of that value in order to adjust the rights of recipients, and

(c) vesting any assets in trustees

24. WAIVER OF DISTRIBUTIONS

- 24 1 Members may waive their entitlement to a distribution of profits or other distribution, payable in whole or in part, by giving the Company notice in writing to that effect

25 COMMUNICATIONS

- 25 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website

- 25 2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company

- 25 3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting

(b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have

received such notices or other documents 24 hours after they were sent or supplied

- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website
- (d) For the purposes of this Article 15 3, no account shall be taken of any part of a day that is not a working day

26 COMPANY SEALS

- 26 1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors
- 26 2 Model Article 35(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by -
 - (a) one authorised person in the presence of a witness who attests the signature, or
 - (b) two authorised persons"

27 RULES

- 27 1 (a) The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating -
 - (i) the admission and classification of members of the Company, and the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,
 - (ii) the conduct of members of the Company in relation to one another, and to the Company's officers and employees,
 - (iii) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
 - (iv) the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles), and
 - (v) any and all other matters as are commonly the subject matter of Company rules
- (b) The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article

(c) Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force

(d) The Company in general meeting may alter or repeal any rules made by the directors in accordance with this Article

27 2 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies



Companies House
— for the record —

COMPANY NAME: TSB INTERMEDIATE COMPANY 1
LIMITED
COMPANY NUMBER: 07980269

THE DETAILS OF THE CORPORATE DIRECTOR WERE REMOVED
FROM THE IN01 ON 27/06/2012 AS THEY WERE FACTUALLY
INACCURATE.