

No 3313345

**THE COMPANIES ACT 1985**

**AND**

**THE COMPANIES ACT 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

# ***ARTICLES OF ASSOCIATION***

**OF**

**ABF OVERSEAS LIMITED**

(as last altered on 19 February 2010)

- 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these articles, and regulation 1 shall so apply as if references to "these regulations" included references to these articles. Accordingly, in these articles "the Act" means the Companies Act 1985, including any statutory modification or re-enactment of it for the time being in force, and any reference in these articles to a provision of that Act includes a reference to any statutory modification or re-enactment of that provision for the time being in force
2. Regulations 24, 73 to 80 (inclusive), 94 to 97 (inclusive) and 101 and 118 in Table A shall not apply to the Company
- 3 The authorised share capital of the Company as at the date of adoption of this new article 3 is £2,000,000,000 divided into 2,000,000,000 ordinary shares of £1 00 each (the "Ordinary Shares") and US\$500,000,000 divided into 500,000,000 preference shares of US\$1 00 each (the "Preference Shares")
- 4 In article 5 below, the following expressions have the following meanings  
"Business Day" means a day other than a Saturday, Sunday or public holiday, on which banks are open for business in London,

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**"Discretionary Dividend"** means a dividend declared by A B F Holdings Limited in accordance with Article 4 3 1 (v) of the articles of association of A B F Holdings Limited,

**"First Issue Date"** means the date on which Preference Shares are first issued by the Company,

**"Issue Date"** means any date on which Preference Shares are issued by the Company,

**"LIBOR"** means the three month US Dollar London Interbank Offered Rate published on Bloomberg, set by the British Bankers Association at 11 00am London time on each day on which banks are open for business,

**"Preference Shares"** means the preference shares of a nominal value of US\$1 00 each in the share capital of the Company having the rights set out in these Articles,

**"Quarterly Dividend"** has the meaning given to it in Article 5 1 1,

**"Quarterly Dividend Date"** means any of

- (a) if a Quarterly Dividend Date has not already occurred following the First Issue Date, 20 February 2006,
- (b) the date which falls three calendar months after the last Quarterly Dividend Date,
- (c) an Issue Date (other than the First Issue Date), and
- (d) the date of the commencement of the winding up of the Company,

**"Quarterly Dividend Period"** means the period from, and including, the First Issue Date to, but excluding, the first Quarterly Dividend Date and each successive period from, and including, a Quarterly Dividend Date to, but excluding, the next Quarterly Dividend Date,

**"Quarterly Dividend Rate"** means a rate equal to LIBOR plus 45 basis points as determined two Business Days prior to the first day of the applicable Quarterly Dividend Period

- 5 The Preference Shares shall have the following rights and be subject to the following restrictions

5 1 **Quarterly Dividends**

- 5 1 1 Subject always to Article 5 1 4 and Article 5 1 6, on each Quarterly Dividend Date, the holders of Preference Shares issued prior to such Quarterly Dividend Date shall be entitled to be paid a preferential dividend in respect of each such Preference Share at the Quarterly

Dividend Rate on the nominal value of such Preference Share, such dividend being payable in US Dollars (a "**Quarterly Dividend**")

- 5 1 2 Quarterly Dividends shall accrue on a daily basis and will be calculated on the basis of a 360 day year, the actual number of days elapsed in such Quarterly Dividend Period and the actual number of days that the relevant Preference Share has been in issue during such Quarterly Dividend Period.
- 5 1 3 Provided that no resolution of the Directors or of the Company has been passed deferring the declaration of a Quarterly Dividend to a subsequent Quarterly Dividend Date (such deferred dividend being a "Deferred Dividend") (in which case the Deferred Dividend in question shall not become a debt due and payable until 10am on such subsequent Quarterly Dividend Date), and subject always to Article 5 1.4 and Article 5 1 6, each Quarterly Dividend shall *ipso facto* and without any resolution of the Directors or of the Company in general meeting become a debt due from and immediately payable at 10.00am London time on the relevant Quarterly Dividend Date by the Company to the relevant holders of the relevant Preference Shares, and shall, in any event, be paid by the Company by no later than the close of business on the second Business Day following such Quarterly Dividend Date
- 5 1 4 Where there are not sufficient available profits for distribution on a Quarterly Dividend Date to pay in full a Quarterly Dividend in respect of Preference Shares issued prior to such date and/or where the provisions of the Act or common law prohibit the making of such payment, the holders of such Preference Shares shall not be entitled to be paid at any time any portion of such Quarterly Dividend.
- 5 1 5 If a Discretionary Dividend is declared and paid by A B F Holdings Limited, subject to the provisions of the Act and the common law the holders of the Preference Shares shall be entitled to be paid a preferential dividend in respect of such Preference Shares in an aggregate amount equal to the aggregate amount of the Discretionary Dividend, such dividend being payable in US Dollars on or within two business days of the date on which the relevant Discretionary Dividend is paid (an "Additional Preference Dividend").
- 5 1 6 If one or more Additional Preference Dividends shall have been declared and paid in accordance with Article 5 1 5, the amount of the Quarterly Dividend payable on each subsequent Quarterly Dividend Date shall be reduced by an amount up to the present value of previously declared Additional Preference Dividends at a Quarterly Dividend Date (provided that if the resulting figure would otherwise be a negative figure, the Quarterly Dividend shall be zero) until such time as the aggregate amount subtracted from Quarterly Dividends equals the present value of the previously paid Additional Preference Dividends

The present value of previously paid Discretionary Dividends at a Quarterly Dividend Date shall be the amount actually paid augmented by a

factor of 1 plus an appropriate discount rate, where such discount rate shall be the rate determined by the directors of A B F. Holdings Limited in relation to Discretionary Dividends in accordance with Article 4 3 1 (vi) of the articles of association of A B F Holdings Limited

- 5 1 7 The amount of the Deferred Dividend payable on the subsequent Quarterly Dividend Date shall be increased by an amount equal to an appropriate rate, where such rate shall be determined by the directors of A B F Holdings Limited in relation to the Deferred Dividends in accordance with clause 4 1 3(vii) of the articles of association of A B F Holdings Limited

## 5 2 **Capital**

- 5 2 1 Subject to Article 5.2 2 and 5 2 3 below, on a return of capital on a winding-up, the holders of the Preference Shares shall be entitled, in priority to any payment to the holders of the Ordinary Shares, or the holders of any other class of share issued by the Company, to receive an amount in respect of each Preference Share equal to the nominal value of such Preference Share, together with all accrued but unpaid Quarterly Dividends thereon. If the Company is wound up and the assets available for distribution amongst the holders of the Preference Shares under this Article 5 2 1 is insufficient to repay the whole of such amount, such assets shall be distributed to the holders of the Preference Shares as nearly as may be in proportion to the number of the Preference Shares held by them. If assets available for distribution are in excess of the amount to be returned to holders of Preference Shares, then, subject to Article 5 2 3, such excess shall be distributed in accordance with these Articles to the holders of the Ordinary Shares

- 5 2 2 The provisions contained in Article 5 2 1 do not apply to any redemption by the Company of any of its own shares of any class in accordance with the terms of any such shares

- 5 2 3 Notwithstanding the provisions contained in Article 5 2 1, if, following the fifth anniversary of the date of the amendment of the articles to include new articles 3, 4 and 5, the aggregate assets available for distribution amongst the holders of the entire issued share capital of the Company on its winding up exceed the nominal value of such shares, then the holders of the Preference Shares shall be entitled to a proportion of the excess equal to the proportion that the aggregate nominal value of the Preference Shares held by them bears to the sum of

- (a) the aggregate nominal value of the entire issued share capital of the Company at the time of the return of capital (the "Issued Shares"), and
- (b) the aggregate share premium paid for the Issued Shares

## 5 3 **Voting and General Meetings**

Without prejudice to the rights of the holders of the Preference Shares pursuant to Article 5 4, the holders of the Preference Shares shall not have

the right to receive notice of, or attend, or speak, or vote at a general meeting of the Company

**5 4 Further Issues, Variation of Rights and other Restrictions**

5 4 1 Save with the consent or sanction of the holder or holders of all of the Preference Shares, the Company shall not

(a) create or issue.

(i) any shares of any class (or any securities convertible into any shares of any other class) ranking as regards participation in the profits or assets of the Company in some, all or any respects in priority to or *pari passu* with the Preference Shares, or

(ii) following the issue of all 500,000,000 Preference Shares, further shares in the same class as the Preference Shares,

(b) vary the rights attached to the Preference Shares, or

(c) except on a winding up of the Company, return any capital in relation to the Preference Shares

5 4 2 For the purposes of Article 5 4.1(a), no consent or sanction of the holder or holders of Preference Shares shall be required in respect of any further issue of the Preference Shares

5 4 3 For the purposes of this Article, an increase in authorised but unissued share capital shall not be deemed to be the creation of shares. The special rights attached to the Preference Shares shall not be or be deemed to be varied by the creation or issue of further shares ranking after the Preference Shares in all respects

5 4 4 Notwithstanding the provisions of the Act, the provisions of this Article 5 4 may only be varied, amended or altered with the consent in writing of the holder or holders of all of the Preference Shares

5 4 5 For the avoidance of doubt, the rights attaching to each Preference Share shall be identical to the rights attaching to each other Preference Share and no Preference Share shall carry any rights to any dividend expressed to be payable before the date of issue of the Preference Share in question

**5 5 Limitations**

Notwithstanding the terms of any other Article, no Preference Share shall

5 5 1 confer on its holder any right to participate in the profits or assets of the Company other than as set out in Articles 5 1 and 5 2,

5 5 2 confer on its holder any right to participate in any offer or invitation by way of rights or otherwise to subscribe for shares in the Company, or

5 5 3 confer on its holder any right to receive any shares credited as paid up wholly or in part by way of capitalisation of profits or reserves

- 6 Sections 89 (1) and 90 (1) to (6) (inclusive), of the Act, in their application to allotments by the Company of equity securities, are hereby excluded
- 7 Pursuant to Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.
- 8 The directors may in their absolute discretion, and without giving any reason, decline to register any transfer of any share, whether or not fully paid
- 9 A member of members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned or, in the case of a corporate member, signed by one of its directors on its behalf, and shall take effect on lodgment at the registered office
- 10 The directors may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director
- 11 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director and, without prejudice to the provisions of the Act, may by ordinary resolution remove a director from office
- 12 The removal of a director under article 6 or 8 shall be without prejudice to any claim the director may have for breach of any contract of service between him and the Company
- 13 No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age.
14. A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted, and whether or not he does,

his presence at the meeting shall be taken into account in calculating the quorum

15. Until otherwise determined by Ordinary Resolution of the Company in General Meeting or by written resolution, the Company shall not have a company seal.
16. (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director.  
  
(b) The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal  
  
(c) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
17. (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act  
  
(b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any liability as is referred to in Section 310 (1) of the Act.
18. The Company's objects are.-
  - (1) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler,

commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world

- (2) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit
- (3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit
- (4) To carry on business as a general commercial company.
- (5) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company
- (6) To acquire by any means any real or personal property or rights whatsoever and to use, exploit and develop the same
- (7) To conduct, promote and commission research and development in connection with any activities or proposed activities of the Company, and to apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names and designations, know-how, formulae, licences, concessions and the like (and any interest in any of them) and any exclusive or non-exclusive or limited right to use, and any secret or other information as to, any invention or secret process of any kind, and to use, exercise, develop, and grant licences in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired.
- (8) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, and to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation,



or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon

- (9) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, and deal with, any shares, stocks, debentures, bonds, notes and other securities, obligations and other investments of any nature whatsoever and any options or rights in respect of them, and otherwise to invest and deal with the money and assets of the Company
- (10) To lend money or give credit to such persons and on such terms as may seem expedient
- (11) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability
- (12) To guarantee the performance of any obligation by any person whatsoever, whether or not for the benefit of the Company or in furtherance of any of its objects
- (13) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (14) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members
- (15) To enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise), or any other person, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, department, authority, or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable

- (16) To do all or any of the following, namely:-
- 1 To establish, provide, carry on, maintain, manage, support, purchase and contribute to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of, and to give or procure the giving of pensions, annuities, allowances, gratuities, donations, emoluments, benefits of any description (whether in kind or otherwise), incentives, bonuses, assistance (whether financial or otherwise) and accommodation in such manner and on such terms as the Company thinks fit to, and to make payments for or towards the insurance of-
    - (A) any individuals who are or were at any time in the employment of, or directors or officers of (or held comparable or equivalent office in), or acted as consultants or advisers to or agents for-
      - (i) the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, or
      - (ii) any person to whose business the Company or any subsidiary undertaking of the Company is, in whole or in part, a successor directly or indirectly, or
      - (iii) any person otherwise allied to or associated with the Company;
    - (B) any other individuals whose service has been of benefit to the Company or who the Company considers have a moral claim on the Company, and
    - (C) the spouses, widows, widowers, families and dependants of any such individuals as aforesaid; and
  - (2) to establish, provide, carry on, maintain, manage, support and provide financial assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which the Company considers likely to benefit or further the interests of any of the aforementioned individuals, spouses, widows, widowers, families and dependants.
- (17) To establish, maintain, manage, support and contribute to any schemes or trusts for the acquisition of shares in the Company or its holding company by or for the benefit of any individuals who are or were at any time in the employment of, or directors or

officers of, the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, and to lend money to any such individuals to enable them to acquire shares in the Company or in its parent company and to establish, maintain, manage and support (financially or otherwise) any schemes for sharing profits of the Company or any other such company as aforesaid with any such individuals

- (18) To subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees or its members
- (19) To pay and discharge all or any expenses, costs and disbursements, to pay commissions and to remunerate any person for services rendered or to be rendered, in connection with the formation, promotion and flotation of the Company and the underwriting or placing or issue at any time of any securities of the Company or of any other person
- (20) To issue, allot and grant options over securities of the Company for cash or otherwise or in payment or part payment for any real or personal property or rights therein purchased or otherwise acquired by the Company or any services rendered to, or at the request of, or for the benefit of, the Company, or in consideration of any obligation (even if valued at less than the nominal value of such securities) or for any other purpose
- (21) To procure the Company to be registered or recognised in any part of the world
- (22) To promote any other company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, or both, or of undertaking any business or operations which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid
- (23) To dispose by any means of the whole or any part of the assets of the Company or of any interest therein
- (24) To distribute among the members of the Company in kind any assets of the Company
- (25) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and

either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise

- (26) To do all such other things as may be deemed, or as the Company considers, incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that in this clause -

- (A) unless the context otherwise requires, words in the singular include the plural and vice versa,
- (B) unless the context otherwise requires, a reference to a person includes a reference to a body corporate and to an unincorporated body of persons,
- (C) references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,
- (D) a reference to anything which the Company thinks fit or desirable or considers or which may seem (whether to the Company or at large) expedient, conducive, calculated or capable, or to any similar expression connoting opinion or perception, includes, in relation to any power exercisable by or matter within the responsibility of the directors or the Company, a reference to any such thing which the directors so think or consider or which may so seem to the directors or which is in the opinion or perception of the directors,
- (E) the expressions "subsidiary undertaking" and "parent company" have the same meaning as in section 258 of and Schedule 10A to the Companies Act 1985 or any statutory modification or re-enactment of it,
- (F) the objects specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph

- 19 The liability of the members is limited