

ICICI BANK UK LIMITED

**CREATION OF NEW CLASS OF NON-CUMULATIVE
PERPETUAL CALLABLE PREFERENCE SHARES
(DOLLAR)**

Amendments to Articles of Association



NEW ARTICLE 5(d)

These presents be and they are hereby amended by the insertion of a new Article 5(d) as follows:

- “(d) Each non-cumulative perpetual callable preference share of US\$1 forming part of the share capital of the Company (a " Non-cumulative Perpetual Callable Preference Share") shall confer the rights as to participation in the profits and assets of the Company, receipt of notices, attendance and voting at meetings and redemption specified or referred to in Schedule 1 to these presents ("Schedule 1", which such schedule shall be regarded as part of, and amend, modify or vary, these presents).”

NEW SCHEDULE 1

These presents be and they are hereby further amended by the inclusion of the following Schedule 1. Defined terms used in this Schedule 1 shall, unless otherwise defined therein, bear the meanings ascribed to them in these presents.

"SCHEDULE 1

Non-cumulative Perpetual Callable Preference Shares

1. The Non-cumulative Perpetual Callable Preference Shares shall rank *pari passu inter se* and (subject to the provisions of this Schedule 1) with all other preference shares expressed to rank *pari passu* therewith. They shall confer the rights and be subject to the restrictions set out in this Schedule 1. The Non-cumulative Perpetual Callable Preference Shares may be issued in one or more separate series, and each series shall be identified in such manner as the Directors may determine without any such determination or identification requiring any alteration to these presents.
2. Each Non-cumulative Perpetual Callable Preference Share shall confer the following rights as to participation in the profits and assets of the Company, receipt of notices, attendance and voting at meetings and redemption:—

2.1 *Income*

- (i) The right (subject to the provisions of paragraph 2.1(ii) and, if applicable, paragraph 2.2) to a non-cumulative preferential dividend not exceeding a specified amount payable in United States dollars ("Dollars") at such rate on such dates (each a "dividend payment date") in respect of such periods (each a "dividend period") and on such other terms and conditions as may be determined by the Directors prior to allotment thereof. References in these presents to a "dividend" on the Non-cumulative Perpetual Callable Preference Shares include a reference to each dividend in respect of each dividend period applicable thereto and references in this Schedule 1 to dividend payment dates and dividend periods are to dividend payment dates and dividend periods in respect of the Non-cumulative Perpetual Callable Preference Shares only. Such dividends shall be paid (subject to paragraph 2.1(ii)) in priority to the payment of any dividends on the ordinary shares of the Company. Subject to paragraph 2.1(ii), the Non-cumulative Perpetual Callable Preference Shares shall rank

for dividend, *pari passu* with all other preference shares expressed to rank *pari passu* therewith as regards participation in profits and otherwise in priority to any other share capital in the Company.

- (ii) Notwithstanding sub-paragraph (i) above and, if applicable, paragraph 2.2(i), the Directors may, in their sole and absolute discretion, resolve prior to any dividend payment date that the dividend on the Non-cumulative Perpetual Callable Preference Shares, or part thereof, shall not be paid on that dividend payment date. If the Directors so resolve, then none or (as the case may be) part only of the dividend shall be paid.

To the extent that any dividend or part of a dividend on the Non-cumulative Perpetual Callable Preference Shares is, on any occasion, not paid by reason of the exercise of the Directors' discretion as aforesaid, the holders of such shares shall have no claim in respect of such non-payment.

If any dividend or part of a dividend on the Non-cumulative Perpetual Callable Preference Shares has, on any occasion, not been paid by reason of the exercise of the Directors' discretion under this sub-paragraph (ii):-

- (1) such non-payment shall not prevent or restrict (a) the declaration and payment of dividends on any preference share capital of the Company expressed to rank *pari passu* with the Non-cumulative Perpetual Callable Preference Shares, (b) the setting aside of sums for the payment of such dividends, (c) the redemption, purchase or other acquisition of shares in the Company by the Company, or (d) the setting aside of sums, or the establishment of sinking funds, for any such redemption, purchase or other acquisition by the Company; and
- (2) no dividend may be declared or paid on any share capital ranking after the Non-cumulative Perpetual Callable Preference Shares as regards participation in profits (including the ordinary shares of the Company) until such time as the dividend stated to be payable on the Non-cumulative Perpetual Callable Preference Shares in respect of a dividend period has thereafter been declared and paid in full.

2.2 *Further provisions as to income*

All or any of the following provisions shall apply in relation to any particular Non-cumulative Perpetual Callable Preference Shares if so determined by the Directors prior to allotment thereof:—

- (i) if, in the opinion of the Directors, the distributable profits of the Company are sufficient to cover the payment in full of dividends on the Non-cumulative Perpetual Callable Preference Shares on any dividend payment date and also the payment in full of all other dividends stated to be payable on such date on any other preference share expressed to rank *pari passu* therewith as regards participation in profits, then, subject to paragraph 2.1(ii), each such dividend shall be declared and paid in full;
- (ii) if, in the opinion of the Directors, the distributable profits of the Company are insufficient to cover the payment in full of dividends on the Non-cumulative Perpetual Callable Preference Shares on any dividend payment date and also the payment in full of all other dividends stated to be payable on such date on any other preference share expressed to rank *pari passu* therewith as regards participation in profits, then dividends shall, subject to paragraph 2.1(ii), be declared by the Directors *pro rata* for the Non-cumulative Perpetual Callable Preference Shares and such other preference shares to the extent of the available distributable profits (if any) to the intent that the amount of dividend declared per share on each such Non-cumulative Perpetual Callable Preference Share and other preference share will, subject to paragraph 2.1(ii), bear to each other the same ratio as the dividends accrued per share on each such Non-cumulative Perpetual Callable Preference Share and other preference share bear to each other. If it shall subsequently appear that any such dividend which has been paid should not, in accordance with the provisions of this sub-paragraph, have been so paid, then provided the Directors shall have acted in good faith, they shall not incur any liability for any loss which any shareholder may suffer in consequence of such payment having been made;
- (iii) if in the opinion of the Directors, the payment of any dividend on any Non-cumulative Perpetual Callable Preference Shares would breach or cause a breach of the capital adequacy requirements of the Financial Services Authority (or any person or body to whom the banking supervision functions of the Financial Services Authority are transferred) applicable to the Company and/or any of its subsidiaries, then none of such dividend shall be declared or paid;

- (iv) subject to sub-paragraph (v) below, the Non-cumulative Perpetual Callable Preference Shares shall carry no further right to participate in the profits of the Company and if and to the extent that any dividend or part thereof is on any occasion not paid for the reasons described in sub-paragraph (ii) or (iii) above, the holders of such shares shall have no claim in respect of such non-payment;
- (vi) if any date on which dividends are payable on Non-cumulative Perpetual Callable Preference Shares is not a day on which banks in London and the City of New York are open for business, and on which foreign exchange dealings may be conducted in Dollars ("a Dollar Business Day"), then payment of the dividend payable on such date will be, subject to paragraph 2.1(ii), made on the succeeding Dollar Business Day and without any interest or other payment in respect of such delay unless such day shall fall within the next calendar month whereupon such payment will, subject to paragraph 2.1(ii), be made on the preceding Dollar Business Day;
- (vii) dividends payable on Non-cumulative Perpetual Callable Preference Shares shall accrue from and to the dates determined by the Directors prior to allotment thereof, and the amount of dividend payable in respect of any period shorter than a full dividend period will be calculated on the basis of twelve 30 day months, a 360 day year and the actual number of days elapsed in such period;
- (viii) if, other than by reason of the exercise by the Directors of their discretion under paragraph 2.1(ii), any dividend stated to be payable on the Non-cumulative Perpetual Callable Preference Shares on the most recent dividend payment date has not been declared and paid in full, or if a sum has not been set aside to provide for such payment in full, no dividends may be declared on any other share capital of the Company ranking *pari passu* with the Non-cumulative Perpetual Callable Preference Shares or any share capital ranking junior thereto, and no sum may be set aside for the payment thereof, unless, on the date of declaration relative to any such payment, an amount equal to the dividend stated to be payable on the Non-cumulative Perpetual Callable Preference Shares in respect of the then current dividend period is set aside for the payment in full of such dividend (subject to paragraph 2.1(ii)) on the dividend payment date relating to the then current dividend period; and
- (ix) if, other than by reason of the exercise by the Directors of their discretion under paragraph 2.1(ii), any dividend stated to be payable on the Non-cumulative Perpetual

Callable Preference Shares on any dividend payment date has not been declared and paid in full, or if a sum has not been set aside to provide for such payment in full, the Company may not redeem or purchase or otherwise acquire for any consideration any other share capital of the Company ranking *pari passu* with the Non-cumulative Perpetual Callable Preference Shares or any share capital ranking junior thereto, and may not set aside any sum nor establish any sinking fund for the redemption or purchase or other such acquisition thereof, until such time as dividends stated to be payable on the Non-cumulative Perpetual Callable Preference Shares in respect of successive dividend periods together aggregating no less than twelve months shall thereafter have been declared and paid in full (or would have been paid in full but for the exercise by the Directors of their discretion under paragraph 2.1(ii)).

2.3 Capital

The right on a winding up or liquidation (voluntary or otherwise), other than (unless otherwise provided by the terms of issue of such share) a redemption or purchase by the Company of any shares of any class, to receive in Dollars out of the surplus assets of the Company available for distribution amongst the members:—

- (i) FIRSTLY and *pari passu* with the holders of any other preference shares expressed to rank *pari passu* therewith as regards participation in profits and in priority to the holders of the ordinary shares of the Company a sum equal to:—
 - (A) the amount of any dividend which is due for payment after the date of commencement of the winding up or liquidation but which is payable in respect of a period ending on or before such date; and
 - (B) any further amount of dividend payable in respect of the period from the preceding dividend payment date to the date of payment in accordance with this sub-paragraph (i);

but only to the extent that any such amount or further amount was, or would have been (disregarding the Directors' discretion under paragraph 2.1(ii)), payable as a dividend in accordance with or pursuant to this Schedule 1 (other than pursuant to this provision); and

- (ii) subject thereto, *pari passu* with the holders of any other preference shares expressed to rank *pari passu* therewith as regards participation in surplus assets in priority to the holders of the ordinary shares of the Company, a sum equal to the amount paid up or credited as paid up on the Non-cumulative Perpetual Callable Preference Shares (including any premium paid to the Company in respect thereof on issue).

If upon any such winding-up or liquidation, the amounts available for payment are insufficient to cover the amounts payable in full on the Non-cumulative Perpetual Callable Preference Shares and on any other preference shares expressed to rank *pari passu* therewith as regards participation in surplus assets, then the holders of the Non-cumulative Perpetual Callable Preference Shares and such other preference shares will share rateably in the distribution of surplus assets (if any) in proportion to the full respective preferential amounts to which they are entitled. No Non-cumulative Perpetual Callable Preference Share shall confer any right to participate in the surplus assets of the Company other than that set out in this paragraph 2.3.

2.4 *Receipt of Notices*

The right to have sent to the holder of each Non-cumulative Perpetual Callable Preference Share (at the same time as the same are sent to the holders of ordinary shares of the Company) a copy of the Company's Annual Report and Accounts and Interim Financial Statement together with notice of any General Meeting of the Company at which such holder is entitled to attend and vote.

2.5 *Attendance and Voting at Meetings*

The right to attend at a General Meeting of the Company and to speak to or vote upon any Resolution which is to be proposed at the Meeting either varying or abrogating any of the rights attached to the Non-cumulative Perpetual Callable Preference Shares or proposing the winding up of the Company (and then in each such case only to speak to and vote upon any such Resolution) but not otherwise, together with the right, in such circumstances to seek to requisition a General Meeting of the Company. Whenever holders of Non-cumulative Perpetual Callable Preference Shares are so entitled to vote on a Resolution, on a show of hands every such holder who is present in person shall have one vote and, on a poll, every such holder who is present in person or by proxy shall have one vote for each Non-cumulative Perpetual Callable Preference Share held.

2.6 *Redemption*

- (i) Each series of Non-cumulative Perpetual Callable Preference Shares shall, subject to the provisions of these presents, be redeemable at the option of the Company in accordance with the following provisions.
- (ii) In the case of any series of Non-cumulative Perpetual Callable Preference Shares which are to be so redeemable:—
 - (A) the Company may, subject thereto, redeem on any Redemption Date (as defined below) all or some only of the Non-cumulative Perpetual Callable Preference Shares by giving to the holders of the Non-cumulative Perpetual Callable Preference Shares to be redeemed not less than 30 days' nor more than 45 days' prior notice in writing (a "Notice of Redemption") of the relevant Redemption Date. "Redemption Date" means, in relation to a Non-cumulative Perpetual Callable Preference Share, any date which falls no earlier than five years and one day after the date of allotment of the Non-cumulative Perpetual Callable Preference Share to be redeemed;
 - (B) in the case of a redemption of some only of the Non-cumulative Perpetual Callable Preference Shares in any series, the Company shall for the purpose of determining the particular Non-cumulative Perpetual Callable Preference Shares to be redeemed cause a drawing to be made at the Office or such other place as the Directors may approve in the presence of the Auditors for the time being of the Company;
 - (C) any Notice of Redemption given under sub-paragraph (A) above shall specify the applicable Redemption Date, the particular Non-cumulative Perpetual Callable Preference Shares to be redeemed and the redemption price (specifying the amount of the accrued and unpaid dividend per share to be included therein and stating that dividends on the Non-cumulative Perpetual Callable Preference Shares to be redeemed will cease to accrue on redemption), and shall state the place or places at which documents of title in respect of such Non-cumulative Perpetual Callable Preference Shares are to be presented and surrendered for redemption and payment of the redemption monies is to be effected. Upon such Redemption Date, the Company shall redeem the particular Non-cumulative Perpetual Callable Preference Shares

to be redeemed on that date subject to the provisions of this paragraph and of the Articles. No defect in the Notice of Redemption or in the giving thereof shall affect the validity of the redemption proceedings;

- (D) subject to the provisions of the Act, the Company may issue share warrants to bearer (each a "Warrant") and the Directors may, accordingly, with respect to any share which is fully paid up and with respect to any one or more such shares as may be specified from time to time in a Warrant (in any case in which they shall in their discretion think fit to do so) issue a Warrant stating that the bearer of the Warrant is entitled to the shares therein specified and may, in any case in which a Warrant is so issued, provide by coupons or otherwise for payment of the future dividends or other moneys in respect of the shares included in such Warrant. Subject to sub-paragraph (H) below, the provisions of this and the following sub-paragraph shall have effect in relation to Non-cumulative Perpetual Callable Preference Shares for the time being issued and registered in the Register ("Registered Shares") and represented by certificates ("Certificates") and in relation to Non-cumulative Perpetual Callable Preference Shares which are for the time being issued and represented by a Warrant ("Bearer Shares"). Payments in respect of the amount due on redemption of a Registered Share shall be made by Dollar cheque drawn on a bank in London or in the City of New York or upon the request of the holder or joint holders not later than the date specified for the purpose in the Notice of Redemption by transfer to a Dollar account maintained by the payee with a bank in London or in the City of New York. Such payment will be against presentation and surrender of the relative Certificate at the place or one of the places specified in the Notice of Redemption and if any Certificate so surrendered includes any Non-cumulative Perpetual Callable Preference Shares not to be redeemed on the relevant Redemption Date the Company shall within fourteen days thereafter issue to the holder, free of charge, a fresh Certificate in respect of such Non-cumulative Perpetual Callable Preference Shares. Payment in respect of the amount due on redemption of a Bearer Share shall be made by Dollar cheque drawn on a bank in London or in the City of New York or upon the request of the holder not later than the date specified for the purpose in the Notice of Redemption by transfer to a Dollar account maintained by the payee with a bank in London or in the City of New York. Such payments will be made against presentation and surrender of the Warrant and all unmatured dividend

coupons and talons (if any) at the place or the places specified in the Notice of Redemption. Upon the relevant Redemption Date all unmatured dividend coupons and any talon for additional dividend coupons appertaining thereto (whether or not returned) shall become void and no payment will be made in respect thereof. If the Warrant so surrendered represents any Non-cumulative Perpetual Callable Preference Shares not to be redeemed on the relevant Redemption Date the Company shall issue, free of charge, a fresh Warrant representing such Bearer Shares which are not to be redeemed on such Redemption Date.

All payments in respect of redemption monies will in all respects be subject to any applicable fiscal or other laws;

- (E) as from the relevant Redemption Date the dividend on the Non-cumulative Perpetual Callable Preference Shares due for redemption shall cease to accrue except on any such Non-cumulative Perpetual Callable Preference Share in respect of which, upon the due surrender of the Certificate or, as the case may be, the Warrant and all unmatured dividend coupons and talons (if any) in respect thereof, in accordance with sub-paragraph (D) above, payment of the redemption monies due on such Redemption Date shall be improperly withheld or refused, in which case such dividend, at the rate then applicable, shall be deemed to have continued and shall accordingly continue to accrue from the relevant Redemption Date to the date of payment of such redemption monies. Such Non-cumulative Perpetual Callable Preference Share shall not be treated as having been redeemed until the redemption monies in question together with the accrued dividend thereon shall have been paid;
- (F) if the due date for the payment of the redemption monies on any Non-cumulative Perpetual Callable Preference Shares is not a Dollar Business Day then payment of such monies will be made on the next succeeding day which is a Dollar Business Day and without any interest or other payment in respect of such delay unless such day shall fall within the next calendar month whereupon such payment will be made on the preceding Dollar Business Day;

- (G) the receipt of the holder for the time being of any Registered Share (or in the case of joint holders the receipt of any one of them) and the receipt of the person delivering any Warrant to the place or one of the places specified pursuant to sub-paragraph (C) above in respect of the monies payable on redemption on such Registered Share or, as the case may be, such Bearer Share, shall constitute an absolute discharge to the Company;
- (H) subject as set out below, the provisions of sub-paragraphs (D) and (E) above shall have effect in relation to Registered Shares which are in uncertificated form within the meaning of the Uncertificated Securities Regulations 2001 (SI 2001 No. 01/3755) (as in force on the date of adoption of this Schedule 1) in the same manner as they have effect in relation to Registered Shares represented by Certificates, save that (i) any provision of the said paragraphs requiring presentation and surrender of a Certificate shall be satisfied in the manner prescribed or permitted by the said Regulations (or by any enactment or subordinate legislation which amends or supersedes those Regulations), and (ii) the Company shall not be under any obligation to issue a fresh Certificate under sub-paragraph (D);
- (I) subject to the provisions of these presents and of the Act, the bearer of a Warrant shall be deemed to be a member of the Company, and shall be entitled to the same privileges and advantages as if his name had been included in the Register as the holder of the shares specified in such Warrant;
- (J) no person shall, as the bearer of a Warrant, be entitled (a) to sign a requisition for calling a meeting, or to give notice of intention to submit a resolution to a meeting, or (b) to attend or vote by himself or by his proxy or exercise any privilege as a member at a meeting, unless he shall, in case (a) before or at the time of lodging such requisition, or giving such notice of intention as aforesaid, or in case (b) four days at least before the day fixed for the meeting, have deposited at the Office or a bank to be named or approved by the Company for that purpose the Warrant in respect of which he claims to act, attend or vote as aforesaid (the place at which the Warrant is so deposited being in this Article called "the depository"), and unless the Warrant shall remain so deposited until after the meeting and any adjournment thereof shall have been held. The names of more than one person as joint holders of a Warrant shall not be received;

- (k) to any person so depositing a Warrant there shall be delivered a certificate stating his name and address, and describing the shares included in the Warrant so deposited, and bearing the date of issue of the certificate, and such certificate shall entitle him or his proxy, duly appointed as hereinafter provided, to attend and vote at any General Meeting held within three months from the date of the certificate and prior to delivery up thereof pursuant to paragraph (L) in the same way as if he were the registered holder of the Non-cumulative Perpetual Callable Preference Shares specified in the certificate;
- (L) upon delivery up of the certificate at the depository, the bearer of the certificate shall be entitled to receive the Warrant in respect of which the certificate was given;
- (M) the holder of a Warrant shall not, save as aforesaid, be entitled to exercise any right as a member unless (if called upon by any Director or the Secretary so to do) he produces his Warrant or the certificate of its deposit, and state his name and address;
- (N) the Directors may issue new Warrants or coupons in such manner, subject to such conditions and in respect of such number of Non-cumulative Perpetual Callable Preference Shares as they think fit from time to time and the Directors shall be empowered at any time and from time to time to amend any Warrant then in issue so that by virtue of such amendments the number of Non-cumulative Perpetual Callable Preference Shares which such Warrant from time to time represents is accurately shown therein provided that no new Warrant or coupon shall be issued in place of one lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed;
- (O) the Non-cumulative Perpetual Callable Preference Shares represented by any Warrant shall be transferred by the delivery of the Warrant without any written transfer and without registration, and to Non-cumulative Perpetual Callable Preference Shares so represented the provisions contained in these presents relating to the transfer of shares shall not apply;

- (P) the delivery to the Company or to a duly authorised agent of the Company of a coupon shall be a good discharge to the Company for the dividend represented thereby;
- (Q) upon surrender of his Warrant to the Company for cancellation, together with all coupons for the future dividends on the Non-cumulative Perpetual Callable Preference Shares comprised in the Warrant and an application in writing signed by him in such form and authenticated in such manner as the Directors shall require requesting to be registered as a member in respect of the Non-cumulative Perpetual Callable Preference Shares represented by the Warrant and stating in such application his name, address and occupation, the bearer of a Warrant shall be entitled to have his name entered as a member in respect of the Non-cumulative Perpetual Callable Preference Shares represented by the Warrant, but the Company shall in no case be responsible for any loss or damage incurred by any person by reason of the Company entering in its Register, upon surrender of a Warrant, the name of any person not the true and lawful owner of the Warrant surrendered; and
- (R) the Directors may from time to time as they think fit make and vary the terms and conditions upon which Warrants may be issued and any matters incidental thereto. Subject to these presents, the bearer of a Warrant shall be subject to the conditions for the time being in force relating to Warrants whether made before or after the issue of such Warrant.

2.7 *Purchase*

Subject to the provisions of the Articles and any other applicable laws, the Company may at any time and from time to time purchase any Non-cumulative Perpetual Callable Preference Shares upon such terms as the Directors shall determine.

- 3. (a) The Directors are entitled to authorise or create, or increase the amount of, any shares of any class or any security convertible into shares of any class ranking as regards rights to participate in the profits or assets of the Company (other than on a redemption or purchase by the Company of any such shares) in priority to the Non-cumulative Perpetual Callable Preference Shares.

- (b) The special rights attached to any series of Non-cumulative Perpetual Callable Preference Shares allotted or in issue shall not be deemed to be varied by the creation or issue of any preference shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* with or after such Non-cumulative Perpetual Callable Preference Shares. Any preference shares ranking in some or all respects *pari passu* with such Non-cumulative Perpetual Callable Preference Shares may, without their creation or issue being deemed to vary the special rights attached to any Non-cumulative Perpetual Callable Preference Share then in issue, either carry rights identical in all respects with such Non-cumulative Perpetual Callable Preference Shares or any of them or carry rights differing therefrom in any respect, including, but without prejudice to the generality of the foregoing, in that:—
- (i) the rate or means of calculating the dividend may differ and the dividend may be cumulative or non-cumulative;
 - (ii) such preference shares or any series thereof may rank for dividend as from such date as may be provided by the terms of issue thereof and the dates for payment of dividend may differ;
 - (iii) such preference shares may be denominated in Sterling or in currency other than Sterling;
 - (iv) a premium may be payable on return of capital or there may be no such premium;
 - (v) such preference shares may be redeemable at the option of the holder or of the Company, or may be non-redeemable and if redeemable at the option of the Company, they may be redeemable at different dates and on different terms from those applying to the Non-cumulative Perpetual Callable Preference Shares; and
 - (vi) such preference shares may be convertible into ordinary shares of the Company or any other class of shares ranking as regards participation in the profits and assets of the Company *pari passu* with or after such Non-cumulative Perpetual Callable Preference Shares in each case on such terms and conditions as may be prescribed by the terms of issue thereof.

- (c) For the avoidance of doubt, no class of share shall be treated as ranking as regards participation in the profits of the Company in priority to the Non-cumulative Perpetual Callable Preference Shares by reason only of the absence, in relation to the rights of that class as to participation in profits, of any discretion on the part of the Directors regarding non-payment of dividends which corresponds or is similar to the discretion conferred by paragraph 2.1(ii)."

NEW DEFINITIONS FOR INCLUSION IN ARTICLE 3

These presents be and they are hereby further amended by the inclusion of the following definitions in Article 3:

“Dollars” has the meaning given to it in paragraph 2.1(i) of Schedule 1.

“Non-cumulative Perpetual Callable Preference Share” has the meaning given in Article 5(d).