

Company number 07815722

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of
ISOBEL LOAN CAPITAL LIMITED

(the "Company")

Circulation Date: 19/11/2019

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following written resolution is passed as a special resolution of the Company (the "**Resolution**")

SPECIAL RESOLUTION

That the articles of association attached to this Resolution be and are by this Resolution adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

Agreement

Please read the notes below before signifying your agreement to the Resolution.

The undersigned, being the sole person entitled to vote on the Resolution on the circulation date (being the sole eligible member of the Company for the purposes of section 289 of the Companies Act 2006), irrevocably agrees to the Resolution

Signed by Authorised Signatory

for and on behalf of Isobel Intermediate Holdco Limited

Date: 19/11/2019

THURSDAY



A04 *A8IQHRC0* 21/11/2019 #125
COMPANIES HOUSE

Notes

1. If you agree to the Resolution, please signify your agreement by signing and dating this document and returning it to the Company at 40 Berkeley Square, London, United Kingdom, W1J 5AL or in electronic form. If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
2. Unless by 5:00pm on the date falling 28 days after the circulation date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution please ensure that your agreement reaches us before this date together with any power of authority under which it is signed or a duly certified copy thereof.
3. Your agreement to the Resolution, once signed and received by the Company, may not be revoked.
4. In the case of joint registered holders of shares, only the vote of the person whose name appears first in the register of members will be counted.

Company number 07815722

**THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

of

ISOBEL LOAN CAPITAL LIMITED

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Company number 07815722

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of

ISOBEL LOAN CAPITAL LIMITED (the "Company")

(Adopted by special resolution passed on 19/11/ 2019)

I. DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

"Affiliate" means, in relation to any person (the **"First Person"**):

- (a) another person Controlled directly or indirectly by the First Person;
- (b) another person Controlling directly or indirectly the First Person; and
- (c) another person directly or indirectly under the Control of the person referred to in paragraph (b),

and **"Affiliated"** shall have a meaning correlative to the foregoing;

"Articles" means these articles of association, as amended from time to time;

"Associated Company" means a direct or indirect subsidiary of Holding Company;

"bankruptcy" includes individual insolvency proceedings in England and a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"Business Day" means a day (other than a Saturday or Sunday) on which the commercial banks are open for routine banking business in London and New York;

"CA2006" means the Companies Act 2006;

"chairman of the meeting" has the meaning given in Article 21 (Chairing general meetings);

"Control" means in relation to a person (other than an individual):

- (a) direct or indirect ownership of more than 50% of the voting securities of such person;
or
- (b) the right to appoint, or cause the appointment of, more than 50% of the members of the board of directors (or similar governing body) of such person; or
- (c) the right to manage, or direct the management of, on a discretionary basis the assets of such person, and, for avoidance of doubt, where such person is a limited partnership, a general partner is deemed to Control the limited partnership and, solely for the purposes

of these Articles, a fund advised or managed directly or indirectly by a person shall also be deemed to be Controlled by such person,

(and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing);

"Corporate Officer Provider" means *Structured Finance Management Limited* a company incorporated in England and Wales (registered number 3853947) whose registered office is at 35 Great St Helen's, London, EC3A 6AP, and any successors and assigns who are engaged by the Company to nominate persons or bodies corporate who are willing and available to be appointed as Independent Directors;

"corporate officer agreement" means a corporate officer agreement which is in force and binding on the Company and the Corporate Officer Provider pursuant to which the Corporate Officer Provider shall nominate persons or bodies corporate who are willing and available to be appointed as Independent Directors;

"Debt Funder" means any entity lending to or otherwise entering into any credit or hedging arrangements with the Company (or an entity acting as an agent or trustee on behalf of any such entity);

"Directors" means any person occupying the position of director of the Company including the Ordinary Directors and any Independent Director appointed;

"distribution recipient" has the meaning given in Article 13 (Payment of dividends and other distributions);

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given to it in section 1168(3) of CA2006;

"electronic means" has the meaning given to it in section 1168(4) of CA2006;

"Finance Documents" means all credit agreements, loan documents, hedging documents and/or forward sale agreements that may be entered into between the Company (whether as principal borrower or otherwise) and any Debt Funder together with all related security and ancillary documents, as any such documents may be varied, created or replaced from time to time;

"fully paid" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

"hard copy" has the meaning given to it in section 1168(2) of CA2006;

"holder" in relation to Shares means the person whose name is entered in the register of Shareholders as the holder of the Shares;

"Holding Company" means *Isobel Holdco Limited* a company registered in England and Wales (company number 07811406) with registered office at 40 Berkeley Square, London, W1J 5AL;

"Independent Director" means such person or body corporate nominated by the Company or the Corporate Officer Provider pursuant to any corporate officer agreement and approved by the Company, to act as a duly appointed member of the board of Directors of the Company

from time to time, who accepts such appointment and acts in such capacity and who shall not have been, at the time of such appointment, or at any time in the preceding five years (i) a direct or indirect legal or beneficial owner of the Company or any of its Affiliates (excluding *de minimus* ownership interests), (ii) a creditor, supplier, employee, officer, director, family member, manager or contractor of the Company or its Affiliates, or (iii) a person who Controls the Company or its Affiliates or any creditor, supplier, employee, officer, director, manager or contractor of the Company or its Affiliates;

"Independent Director Approved Matters" shall have the meaning given in Article 37;

"instrument" means a document in hard copy form;

"management agreement" means a management agreement which is in force and binding on the Company and the Manager pursuant to which the Manager shall provide management services to the Company;

"Manager" means Blackstone Real Estate Special Situations Advisers (Isobel) LLC a limited liability company formed under the laws of the state of Delaware, United States of America having its registered office at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, USA;

"Ordinary Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called, other than an Independent Director;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

"proxy notice" has the meaning given in Article 26 (Content of proxy notices);

"Rated Notes" means any debt securities issued pursuant to the Securitisation which have been or will be granted a rating by an internationally recognised rating agency;

"RBS" means The Royal Bank of Scotland plc, a public limited company incorporated in Scotland with company number SC090312;

"Receiver" means a receiver or receiver and manager or administrative receiver;

"Relevant Date" means the date on which all Rated Notes issued pursuant to the Securitisation have been redeemed in full and any outstanding interest in respect thereof paid in full;

"Securitisation" means the securitisation of the Senior Loan by way of an issue of listed and/or rated debt notes;

"Security Trustee" means The Royal Bank of Scotland Plc acting in its capacity as security trustee for the Finance Parties under the Senior Loan (as designated therein);

"Senior Loan" means a senior loan granted by RBS as lender to Isobel AssetCo Limited as borrower, pursuant to a senior facility agreement to which the Company is a party as an obligor;

"Shareholder" means a person who is the holder of a Share;

"Shares" means the ordinary shares of £1 each in the capital of the Company;

"special resolution" has the meaning given in section 283 of the CA 2006;

"Statutes" means CA2006 and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under CA2006;

"transfer" means, in relation to any Share, a transfer or grant of any interest in any Share or any right attaching to any Share, whether by way of sale, gift, holding on trust, charge, mortgage or pledge, or in any other way, and whether at law or in equity, and also includes an agreement to make any such transfer or grant or to exercise the voting rights attaching to a Share at the direction of any third party;

"transmittee" means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 The terms "holding company", "parent undertaking", "subsidiary", "subsidiary undertaking", "undertaking" and "wholly-owned subsidiary" shall each have the meaning given to it in the CA 2006.

1.3 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:

- (A) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time;
- (B) all statutory instruments or subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) or orders from time to time made under it; and
- (C) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

1.4 Any reference to:

- (A) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- (B) an individual includes, where appropriate, his personal representatives;
- (C) the singular includes the plural and vice versa; and
- (D) one gender includes all genders.

1.5 *Headings to these Articles are inserted for convenience only and shall not affect their construction.*

1.6 Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

2. LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

3. SHARE CAPITAL

- 3.1 The Shares shall rank *pari passu* and have the same rights except as expressly provided otherwise in these Articles.
- 3.2 The Company does not have power to issue share warrants to bearer.
- 3.3 Sections 561 and 562 of CA2006 shall not apply to the allotment of equity securities in the Company.
- 3.4 Shares may be issued as nil paid, partly paid or fully paid.
- 3.5 Unless all the Shareholders adopt a unanimous written resolution disapplying the provisions of this Article 3.5 in relation to the issue of any new Shares, such new Shares which are to be issued shall be offered by the Ordinary Directors on identical terms to all the Shareholders in proportion, as nearly as may be with fractions being disregarded, to their existing holdings of Shares. The offer shall be in writing and shall state the number of Shares which each Shareholder is offered, the subscription price to be paid and the period, not being less than 14 clear days, within which the offer, if not accepted, will be deemed to have been declined if the offers are not accepted in respect of all the Shares offered, the Ordinary Directors shall offer the remaining Shares to those Shareholders who accepted the first offer in proportion to their existing holdings of Shares, the new offer being otherwise on the same terms as the first offer. At the expiration of the first offer and, if one is made, the new offer, the accepting Shareholders shall pay the subscription price and the Ordinary Directors shall allot the Shares accordingly.

4. SHARE CERTIFICATES

- 4.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 4.2 Every certificate must specify:
 - (A) in respect of how many Shares, of what class, it is issued;
 - (B) the nominal value of those Shares;
 - (C) the extent to which the Shares are paid up; and
 - (D) any distinguishing numbers assigned to them.
- 4.3 No certificate may be issued in respect of Shares of more than one class.
- 4.4 if more than one person holds a Share, only one certificate may be issued in respect of it.
- 4.5 Certificates must:
 - (A) have affixed to them the Company's common seal; or
 - (B) be otherwise executed in accordance with the CA2006.

5. REPLACEMENT SHARE CERTIFICATES

- 5.1 If a certificate issued in respect of a Shareholder's Shares is:
 - (A) damaged or defaced; or

(B) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

5.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (A) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (B) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (C) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Ordinary Directors decide.

6. LIEN

- 6.1 The provisions of this Article 6 (Lien) shall not apply in respect of any Shares which are subject to any security (including any mortgage or charge) granted pursuant to any Finance Documents.
- 6.2 The Company shall have a first and paramount lien on every Share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares standing registered in the name of any Shareholder whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company, but the Ordinary Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all distributions and other monies or property attributable to it.
- 6.3 The Company may sell in such manner as the Ordinary Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Shares or to a transferee, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 6.4 To give effect to a sale the Ordinary Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings connected with the sale.
- 6.5 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

7. CALLS AND FORFEITURE

- 7.1 Subject to the terms of allotment, the Ordinary Directors may make calls upon the Shareholders in respect of any monies unpaid on their Shares (whether in respect of nominal value or premium) and each Shareholder shall (subject to receiving at least 14 clear days' notice specifying when and where the payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call

- may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or in part.
- 7.2 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Share in respect of which the call was made.
- 7.3 A call shall be deemed to have been made at the time when the resolution of the Ordinary Directors authorising the call was passed.
- 7.4 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 7.5 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the rate not exceeding the appropriate rate as the Ordinary Directors may determine, but the Ordinary Directors may waive payment of such interest wholly or in part.
- 7.6 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 7.7 If a call remains unpaid after it has become due and payable the Ordinary Directors may give to the person from whom it is due not less than seven clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 7.8 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Ordinary Directors and the forfeiture shall include all distributions and other monies or property attributable to it and not paid before the forfeiture.
- 7.9 Unless the Ordinary Directors otherwise decide, a Shareholder shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of Shares in the Company in respect of any Share held by him unless all calls and other sums payable by him in respect of that Share have been paid.
- 7.10 The Ordinary Directors may accept a surrender of any Share liable to be forfeited.
- 7.11 A forfeited or surrendered Share shall become the property of the Company and, subject to the Statutes, may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Ordinary Directors determine either to the person who was before the forfeiture or surrender the holder or to any other person and whether with or without all or any part of the amount previously paid up on the Share being credited as so paid up.
- 7.12 At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the Ordinary Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Ordinary Directors may authorise some person to execute an instrument of transfer of the Share to that person.
- 7.13 A statutory declaration by an Ordinary Director or the secretary that a Share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the

Share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary instrument of transfer) constitute a good title to the Share. The new holder of the Share shall not be bound to see to the application of the consideration for the disposal (if any), nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the Share.

- 7.14 A person, any of whose Shares have been forfeited or surrendered, shall cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited or surrendered, but shall remain liable to pay to the Company all monies which at the date of forfeiture or surrender were payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those monies before the forfeiture or surrender, or, if no interest was so payable, at the rate not exceeding the appropriate rate as the Ordinary Directors may determine from the date of forfeiture or surrender until payment. The Ordinary Directors may waive payment of such monies wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or for any consideration received on their disposal.

8. TRANSFER OF SHARES

- 8.1 No transfer of Shares shall be made except:

- (A) as permitted in accordance with Article 8.2 or Article 8.3; or
- (B) a transfer arising under, or pursuant to, the Finance Documents.

- 8.2 Notwithstanding anything contained in these Articles:

- (A) the Ordinary Directors (or Ordinary Director if there is only one) of the Company may not decline to register any transfer of shares in the Company (including any Shares) nor suspend registration of any such shares in relation to a transfer; and
- (B) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any Shareholders of the Company before any transfer may take place,

where in any such case the relevant transfer is or is to be:

- (1) executed by or in favour of a bank, institution or other person to which such shares have been mortgaged or charged by way of security (or by or in favour of any nominee of such bank, institution or other person) pursuant to the terms of such security;
- (2) executed by a Receiver or manager appointed by or on behalf of any such bank, institution or other person under any such security; or
- (3) to any such bank or institution (or to its nominee) pursuant to any such security; and

where a certificate by any officer of such bank, institution or other person that the shares were so charged or mortgaged and the transfer was so executed shall be conclusive evidence of such facts.

- 8.3 Notwithstanding anything contained in these Articles:

- (A) the Ordinary Directors (or Ordinary Director if there is only one) of the Company may not decline to register any transfer of shares in the Company (including any Shares) nor suspend registration of any such shares in relation to a transfer; and
- (B) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any Shareholders of the Company before any transfer may take place,

where in any such case the relevant transfer is or is to be executed in favour of an Associated Company for the purposes of a group restructure of all/any of the Associated Companies, provided that such shares are not subject to a mortgage, charge or other security under a Finance Document.

- 8.4 Any transfer permitted by Article 8.2 or Article 8.3 above may be made by the execution of an instrument of transfer in respect of the relevant shares in the Company.

9. TRANSMISSION OF SHARES

- 9.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.

- 9.2 A transmittee who produces such evidence of entitlement to Shares as the Ordinary Directors may properly require:

- (A) may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person; and
- (B) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had,

but transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

10. EXERCISE OF TRANSMITTEES' RIGHTS

- 10.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 10.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 10.3 Any transfer made or instrument of transfer executed under this Article 10 (Exercise of transmittees' rights) is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

11. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name has been entered in the register of Shareholders.

12. DIVIDEND AND DISTRIBUTION POLICY

Subject to Article 38 (Holding Company powers), none of the profits of the Company shall be distributed to the Shareholders of the Company.

13. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

13.1 Where a dividend or other distribution is payable in respect of a Share, it must be paid by one or more of the following means:

- (A) transfer to a bank or building society account specified by the distribution recipient either in writing or as the Ordinary Directors may otherwise decide;
- (B) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Ordinary Directors may otherwise decide;
- (C) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Ordinary Directors may otherwise decide; or
- (D) any other means of payment as the Ordinary Directors agree with the distribution recipient either in writing or by such other means as the Ordinary Directors decide.

13.2 In these Articles, "**the distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (A) the holder of the Share; or
- (B) if the Share has two or more joint holders, whichever of them is named first in the register of Shareholders; or
- (C) if the holder is no longer entitled to the Share by reason of death or bankruptcy or otherwise by operation of law, the transmittee.

14. NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (A) the terms on which the Share was issued; or
- (B) the provisions of another agreement between the holder of that Share and the Company.

15. UNCLAIMED DISTRIBUTIONS

15.1 All dividends or other sums which are:

- (A) payable in respect of Shares; and
- (B) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Ordinary Directors for the benefit of the Company until claimed.

15.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

15.3 If:

- (A) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (B) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

16. NON-CASH DISTRIBUTIONS

16.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Ordinary Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company).

16.2 For the purposes of paying a non-cash distribution, the Ordinary 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 distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (C) vesting any assets in trustees.

17. WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (A) the Share has more than one holder; or
- (B) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

18. NOTICE OF GENERAL MEETINGS

18.1 Notice of general meetings shall only be sent to those Shareholders who are entitled to cast votes in respect of their Shares pursuant to Article 23 (Voting general) Notices of general meetings need not be given to the Directors.

18.2 Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement that a Shareholder entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of it and that a proxy need not also be a Shareholder.

18.3 The failure to give notice of a general meeting to a Shareholder who is entitled to attend and vote at that meeting shall invalidate the proceedings at the meeting.

19. PROCEEDINGS AT GENERAL MEETINGS

19.1 No business shall be transacted at a general meeting unless a quorum is present. Subject to Article 19.2, the quorum is any one Shareholder entitled to vote at a general meeting and who is present in person or by proxy or by a duly authorised corporate representative.

- 19.2 If a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the second Business Day after the date set for the meeting at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, then the adjourned meeting will be further adjourned to the second Business Day thereafter and the quorum for such adjourned meeting shall be constituted of those Shareholders present at such meeting, provided that following such third meeting the provisions of Article 19.1 and this Article 19.2 shall apply to subsequent meetings the Shareholders present shall form a quorum.

20. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 20.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 20.2 A person is able to exercise the right to vote at a general meeting when:
- (A) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (B) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 20.3 The Ordinary Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 20.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 20.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

21. CHAIRING GENERAL MEETINGS

- 21.1 If the Ordinary Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 21.2 If the Ordinary Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (A) the Ordinary Directors present; or
 - (B) (if no Ordinary Directors are present), the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 21.3 The person chairing a meeting in accordance with this Article 21 (Chairing general meetings) is referred to as **"the chairman of the meeting"**.

22. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

22.1 Ordinary Directors may attend and speak at general meetings, whether or not they are Shareholders.

22.2 The chairman of the meeting may permit other persons who are not:

(A) Shareholders of the Company; or

(B) otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

23. VOTING: GENERAL

Every Shareholder has one vote in respect of each Share held by him.

24. ERRORS AND DISPUTES

24.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

24.2 Any such objection must be referred to the chairman of the meeting, whose decision once made is final.

25. POLL VOTES

25.1 At a general meeting all votes shall be taken on a poll.

25.2 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

26. CONTENT OF PROXY NOTICES

26.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

(A) states the name and address of the Shareholder appointing the proxy;

(B) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

(C) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Ordinary Directors may determine; and

(D) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

26.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

26.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

26.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (A) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (B) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

27. DELIVERY OF PROXY NOTICES

- 27.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 27.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 27.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 27.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

28. AMENDMENTS TO RESOLUTIONS

- 28.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (A) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (B) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 28.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (A) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (B) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 28.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

29. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

30. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

30.1 Subject to the Articles, the Ordinary Directors may, if they are so authorised by an ordinary resolution:

- (A) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (B) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

30.2 Capitalised sums must be applied:

- (A) on behalf of the persons entitled; and
- (B) in the same proportions as a dividend would have been distributed to them.

30.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

30.4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing Shares held by the persons entitled, or in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

30.5 Subject to the Articles the Ordinary Directors may:

- (A) apply capitalised sums in accordance with Article 30.3 and Article 30.4 partly in one way and partly in another;
- (B) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 30 (*Authority to capitalise and appropriation of capitalised sums*) (including the issuing of fractional certificates or the making of cash payments); and
- (C) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 30 (*Authority to capitalise and appropriation of capitalised sums*).

31. DIRECTORS' GENERAL AUTHORITY

31.1 Subject to the Articles, the Ordinary Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company (including the delegation, where applicable, of such powers pursuant to any management agreement).

31.2 An Independent Director shall not hold an executive office in the Company and shall not participate in the day-to-day management of the Company except through his or her attendance at meetings of directors at which Independent Director Approved Matters are to be considered

and voting in respect of such Independent Director Approved Matters The authority of any Independent Director is limited to those matters described at Article 37.1.

32. APPOINTMENT AND REMOVAL OF DIRECTORS

- 32.1 Subject to Article 32.9, where the Manager is entitled to appoint an Ordinary Director under any management agreement, any person willing to act as an Ordinary Director, and who is permitted by law to do so, may be appointed to be an Ordinary Director by the Manager, otherwise the provisions of Article 38.1(a) shall apply in respect of the appointment of Ordinary Directors.
- 32.2 Subject to Article 32.9, where the Manager is entitled to appoint an Ordinary Director under any management agreement, the Ordinary Directors shall not be entitled to appoint a person to be an Ordinary Director and the Shareholders shall not be entitled to appoint an Ordinary Director, otherwise the provisions of Article 38.1(a) shall apply in respect of the appointment of the Ordinary Directors.
- 32.3 Until the Relevant Date, the Company shall ensure that a person or body corporate who is willing to act as an Independent Director and is permitted by law to do so, is appointed to the board of Directors of the Company (whether nominated by the Company or by the Corporate Officer Provider pursuant to the terms of any corporate officer agreement and approved by the Company) provided that a maximum of one Independent Director shall be appointed at any one time.
- 32.4 A Director appointed under Article 32.1 or Article 32.3 may be removed from office and replaced by the person who is entitled to nominate that Director for appointment to the board.
- 32.5 An appointment or removal of a Director under Article 32.1 or Article 32.4 is effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice. An appointment or removal of an Independent Director under Article 32.3 or Article 32.4 shall be effected by a decision of the Ordinary Directors.
- 32.6 Subject to Article 32.9, any:
- (A) Ordinary Director appointed under Article 32.1, or Article 32.4 may not be removed from office except in accordance with Article 32.4, the Statutes, any management agreement, Article 33 or, where no management agreement is in force, Article 38.1(a); and
 - (B) Independent Director appointed under Article 32.3, or Article 32.4 may not be removed from office except in accordance with Article 32.4, the Statutes, any corporate officer agreement or Article 33.
- 32.7 The Manager, Corporate Officer Provider or any Shareholder removing a Director appointed by it from office shall be responsible for and shall indemnify the other Shareholders and the Company against any loss, liability or cost that any of them suffers or incurs as a result of a claim by the Director for unfair or wrongful dismissal (in the case of the Corporate Office Provider, to the extent provided for in the Corporate Officer Agreement).
- 32.8 Subject to Article 32.9, neither the Company in general meeting nor the Directors have any power to fill a vacancy in the number of Directors.
- 32.9 Upon the occurrence of any event or circumstance which entitles any bank, institution or other person to whom any Shares have been mortgaged or charged to take any of the following action pursuant to the terms of the agreement under which such security was granted:

- (A) exercise the voting rights of the Shareholders;
- (B) appropriate the shares of the Company;
- (C) exercise a power of sale in respect of the Company;
- (D) appoint one or more persons to be a Receiver over all of the shares; or
- (E) transfer the shares in the Company into the name of any person,

the following shall apply:

- (1) each of Article 32.1, Article 32.2, Article 32.3, Article 32.6 and Article 32.8 shall cease to be of effect; and
- (2) the Shareholders shall have the power to:
 - (a) appoint any person willing to act as an Ordinary Director and who is permitted by law to do so, as an Ordinary Director of the Company; and
 - (b) remove any Directors of the Company from office.

33. TERMINATION OF DIRECTOR'S APPOINTMENT

33.1 A person ceases to be a Director as soon as:

- (A) that person ceases to be a Director by virtue of any provision of the CA2006 or is prohibited from being a Director by law;
- (B) a bankruptcy order is made against that person;
- (C) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (D) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (E) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (F) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

33.2 The appointment of an Independent Director shall terminate on the Relevant Date or earlier in accordance with these Articles.

34. DIRECTORS' REMUNERATION

34.1 Ordinary Directors may undertake any services for the Company that the Ordinary Directors decide.

34.2 The Directors are not entitled to any remuneration:

- (A) for their services to the Company as Directors; and
- (B) for any other service which they undertake for the Company.

35. DIRECTORS' EXPENSES

The Company may pay or procure the payment of any reasonable expenses which the Ordinary Directors properly incur in connection with their attendance at:

- (A) meetings of Directors or committees of Directors;
- (B) general meetings; or
- (C) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company in accordance with these Articles.

36. ALTERNATE DIRECTORS

- 36.1 Any Ordinary Director (other than an alternate director) may appoint as his alternate any person willing to act who is approved for that purpose by the person(s) that appointed him and may terminate the appointment. An alternate director shall be entitled to receive notice of all meetings of the directors. In the absence of the Ordinary Director appointing him, an alternate director shall (in addition to any voting rights to which he is entitled if he is also an Ordinary Director) be entitled to the same attendance and voting rights as his appointor and shall be treated as if he were appointed by the person who appointed his appointor.
- 36.2 Every such appointment or removal shall be by notice in writing to the Company signed by the appointor and shall be effective on its receipt at the registered office of the Company.
- 36.3 An alternate director shall be entitled to perform all the functions of his appointor as an Ordinary Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 36.4 Every person acting as an alternate director shall have one vote for each Ordinary Director for whom he acts as alternate.
- 36.5 An alternate director shall cease to be an alternate director if his appointor ceases to be an Ordinary Director.
- 36.6 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be an Ordinary Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Ordinary Director appointing him.
- 36.7 The provisions of Article 46 (*Indemnity*) shall apply to an alternate director to the same extent as to an Ordinary Director.

37. PROCEEDINGS OF DIRECTORS

Matters on which Independent Directors can vote

- 37.1 [*Intentionally Omitted*]

- 37.2 Subject to the provisions of these Articles, the Ordinary Directors are entitled to vote on all matters to be decided by the Directors of the Company.

Decision-making by Directors

- 37.3 A decision of the Directors may be taken either by a majority decision at a meeting of the Directors, or by a Directors' written resolution in accordance with Article 37.4, or of a duly appointed committee of the Directors in accordance with Article 37.5.
- 37.4 A resolution in writing signed by all the Directors entitled to notice of a meeting of the Directors or (as the case may be) of a committee of Directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the Directors or (as the case may be) of a committee of Directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the Directors concerned. For the purpose of this Article a resolution:
- (A) may be constituted by an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
 - (B) may consist of several instruments each executed by one or more Directors, each sent by one or more Directors, or a combination of both and a resolution that is executed by an alternate Ordinary Director need not also be executed by his appointor.

- 37.5 Decisions arising at meetings of the Directors and committees of the Directors shall be decided by a majority of votes. Each Director present at such meetings in person or represented by an alternate shall have one vote.

- 37.6 [*Intentionally Omitted*]

- 37.7 Subject to the provisions of these Articles, the Ordinary Directors may regulate their proceedings as they think fit.

Quorum for Directors' meetings

- 37.8 The quorum for the transaction of the business of the Directors is two Ordinary Directors, provided that where only one Ordinary Director has been appointed, the quorum shall be that Ordinary Director. A person who holds office only as an alternate Ordinary Director shall, if his appointor is not present, be counted in the quorum.
- 37.9 [*Intentionally Omitted*]
- 37.10 If a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the second Business Day after the date set for the meeting at the same time and place if at the adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, then the adjourned meeting will be further adjourned to the second Business Day thereafter and the quorum for such adjourned meeting shall be constituted of those Directors present at such adjourned meeting, provided that following such third meeting of the Directors the provisions of Article 37.8, Article 37.9 and this Article 37.10 shall apply to subsequent meetings of the Directors.
- 37.11 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

Power of attorney

- 37.12 The Company shall not grant to any person a power of attorney other than to:
- (A) an employee of RBS provided that any power of attorney granted to an employee of RBS shall expire no later than 40 days from the date on which it was granted;
 - (B) the Manager, pursuant to any management agreement; and
 - (C) any person, pursuant to the Finance Documents.

Chairman

- 37.13 The Ordinary Directors may appoint any one of them to be chairman of the board in the case of an equality of the votes at a meeting of the board or at a meeting of the Shareholders of the Company, the chairman shall not have a second or casting vote.

Calling a Directors' meeting

- 37.14 Any Ordinary Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 37.15 Notice of any Directors' meeting must indicate:
- (A) its proposed date and time;
 - (B) where it is to take place in the UK; and
 - (C) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 37.16 Notice of a board meeting shall be given to each Director entitled to vote on the matters to be resolved or authorised under these Articles and shall be deemed to be properly given to each such Director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his absence be sent in hard copy or electronic form to him (or to his alternate if applicable) at an address given by him to the Company for this purpose. A Director may waive notice of any meeting either prospectively or retrospectively.
- 37.17 Directors or, if applicable, their alternates may participate in or hold a meeting of Directors or of a committee of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the Directors or (as the case may be) of a committee of the Directors duly convened and held with such Directors physically present.
- 37.18 The notice of a meeting of the Directors or of a committee of the Directors shall (unless otherwise agreed by all the Directors entitled to notice of such meeting) include an agenda specifying in reasonable detail the matters to be discussed at the meeting and any relevant documents shall be distributed in advance of the meeting to all Directors entitled to notice of such meeting and their alternates (if applicable) so as to ensure that they are received at least three Business Days prior to the date fixed for the meeting (unless otherwise agreed by all the

Directors entitled to notice of such meeting). The agenda shall include any item which a Director requests the secretary to include in it. No other business shall be discussed at the meeting unless all the Directors present otherwise agree. At an adjourned meeting, only business which was specified in the agenda for the original meeting and remains unfinished shall be discussed.

37.19 Unless otherwise agreed by a majority of the Directors:

- (A) meetings of the board shall be held at least once every three months;
- (B) meetings of the board shall be held at the Registered Office;
- (C) no meeting of the board may be convened on notice of less than five Business Days; and
- (D) each Director entitled to receive notice of a meeting of the board shall receive a copy of the minutes of each meeting within 10 Business Days of the meeting.

Participation in Directors' meetings

37.20 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is, provided that the designated place of the meeting is within the UK.

Directors' conflicts of interest

37.21 A Director who declares his interest in the manner provided by CA2006 may vote as a Director in regard to any contract or arrangement in which he is interested (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration.

37.22 An Ordinary Director shall be entitled to disclose to the Shareholder who appoints him any information relating to the Company or its business which he has obtained in his capacity as an Ordinary Director but if any such information is confidential it shall not be disclosed by the Shareholder to any third party without the prior authority of the Directors.

37.23 Any Director of the Company may be appointed as a director of any subsidiary of the Company and may hold any other office, employment or engagement with any subsidiary of the Company on the basis that such further appointment (in and of itself) shall not constitute a conflict with the interests of the Company.

38. HOLDING COMPANY POWERS

38.1 Subject to Article 38.3, for so long as Holding Company or any subsidiary of the Holding Company, shall be the direct holder of not less than 90 per cent of the issued Shares of the Company and where no management agreement is in force, the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:

- (A) the Holding Company may at any time and from time to time appoint any person to be an Ordinary Director or secretary of the Company or remove from office any Ordinary Director or secretary of the Company howsoever appointed but so that their removal

from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between them and the Company;

- (B) any or all powers of the Ordinary Directors shall be restricted in such respects and to such extent as the Holding Company may by written notice to the Company from time to time prescribe;
- (C) no new shares or securities shall be issued or agreed to be issued or put under option without the consent of the Holding Company; and
- (D) the Company may only declare a dividend with the consent of the Holding Company.

Any such appointment, removal, consent or notice shall be effected by an instrument in writing signed on behalf of the Holding Company by any two of its directors and shall take effect upon receipt by the secretary, any Ordinary Director or the chairman of the Company or at the registered office of the Company.

- 38.2 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted or as to whether any requisite consent of the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.
- 38.3 Upon the occurrence of any event or circumstance which entitles any bank, institution or other person to whom any Shares have been mortgaged or charged to take any of the following action pursuant to the terms of the agreement under which such security was granted:
- (A) exercise the voting rights of the Shareholders;
 - (B) appropriate the shares of the Company;
 - (C) exercise a power of sale in respect of the Company;
 - (D) appoint one or more persons to be a Receiver over all of the shares; or
 - (E) transfer the shares in the Company into the name of any person,

Article 38.1 shall cease to be of effect.

39. DIRECTORS MAY DELEGATE

- 39.1 The Ordinary Directors may delegate any of the powers which are conferred on them pursuant to the Articles to the Manager for so long as it is the investments manager in relation to the Company pursuant to any management agreement.
- 39.2 The Ordinary Directors may seek to revoke any delegation in whole or part, or alter its terms and conditions.

40. COMMITTEES

Committees to which the Ordinary Directors delegate any of their powers, must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

41. APPOINTMENT AND REMOVAL OF COMPANY SECRETARY

- 41.1 Subject to Article 41.6, where the Manager is entitled to appoint a secretary of the Company under any management agreement, any person willing to act as a secretary of the Company and who is permitted by law to do so, may be appointed to be a secretary of the Company by the Manager, otherwise the provisions of Article 38.1(a) shall apply in respect of the appointment of a secretary of the Company.
- 41.2 Subject to Article 41.6, where the Manager is entitled to appoint a secretary of the Company under any management agreement, the Ordinary Directors shall not be entitled to appoint a person to be a secretary of the Company and the Shareholders shall not be entitled to appoint a secretary of the Company, otherwise the provisions of Article 38.1(a) shall apply in respect of the appointment of a secretary of the Company.
- 41.3 A secretary of the Company appointed under Article 41.1 may be removed from office and replaced by the person who is entitled to appoint the secretary of the Company.
- 41.4 An appointment or removal of a secretary of the Company under Article 41.1 or Article 41.3 is effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice.
- 41.5 Subject to Article 41.6, a secretary of the Company appointed under Article 41.1 or 41.3 may not be removed from office except in accordance with Article 41.3, the Statutes, any management agreement or, where no management agreement is in force, Article 38.1(a).
- 41.6 Upon the occurrence of any event or circumstance which entitles any bank, institution or other person to whom any shares have been mortgaged or charged to take any of the following action pursuant to the terms of the agreement under which such security was granted:
- (A) exercise the voting rights of the Shareholders;
 - (B) appropriate the shares of the Company;
 - (C) exercise a power of sale in respect of the Company;
 - (D) appoint one or more persons to be a Receiver over all of the shares; or
 - (E) transfer the shares in the Company into the name of any person,
- the following shall apply:
- (1) each of Article 41.1, Article 41.2 and Article 41.5 shall cease to be of effect; and
 - (2) the Shareholders shall have the power to:
 - (a) appoint any person willing to act as a secretary of the Company and who is permitted by law to do so, as a secretary of the Company; and
 - (b) remove any secretary of the Company from office.

42. RECORDS OF DECISIONS TO BE KEPT

The Ordinary Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

43. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the Articles, the Ordinary Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

44. ACCOUNTS

A Shareholder shall be entitled to require the Company to provide to the Shareholder the annual consolidated audited financial statements of the Company and its subsidiaries as well as such other information or documents.

45. SERVICE OF NOTICES

45.1 The Company may send or supply any notice or other document or information pursuant to these Articles to a Shareholder by whichever of the following methods it may in its absolute discretion determine:

- (A) personally;
- (B) by posting the notice or other document or information in a prepaid envelope addressed to the Shareholder at such address (if any) as may for the time being be notified to the Company by or on behalf of the Shareholder for that purpose generally or specifically;
- (C) by leaving the notice or other document or information at such address (if any) as may for the time being be notified to the Company by or on behalf of the Shareholder for that purpose generally or specifically; or
- (D) by sending or supplying the notice or other document or information by electronic means to such address (if any) as may for the time being be notified to the Company by or on behalf of the Shareholder for that purpose generally or specifically (or as may be deemed by a provision in CA2006 to have been specified for that purpose).

45.2 A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

45.3 In the case of joint holders of a Share, the Company shall treat as the only Shareholder entitled to receive notices or other documents or information from the Company in respect of the joint holding (whether such documents or information are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding.

45.4 Anything to be agreed or specified by the holder of a Share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound thereby.

46. INDEMNITY

46.1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former individual Director or other individual officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:

- (A) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former Director:
 - (1) any liability to the Company or any Associated Company; and
 - (2) any liability of the kind referred to in sections 234(3) of CA2006;
 - (B) any liability incurred by or attaching to him in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA2006) other than a liability of the kind referred to in section 235(3) of CA2006; and
 - (C) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers. For the purpose of this Article, references to "liability" shall include all costs and expenses incurred by the current or former Director or other officer (other than an auditor) in relation thereto.
- 46.2 Subject to the provisions of and so far as may be permitted by the Statutes, the Ordinary Directors may exercise all the powers of the Company to:
- (A) provide any current or former individual Director or other individual officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of CA2006; and
 - (B) do anything to enable any such person to avoid incurring such expenditure,
- but so that the terms set out in section 205(2) of CA2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article, references to "director" in section 205(2) of CA2006 shall be deemed to include references to a former Director or other officer (other than an auditor) of the Company and who is an individual.
- 46.3 Without prejudice to Article 46.1, the Ordinary Directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "relevant office" means that of Director or other officer (other than an auditor) of the Company or any Company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.
- 47. MEANS OF COMMUNICATION TO BE USED**
- 47.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the CA2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

47.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

47.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

48. COMPANY SEALS

48.1 Any common seal may only be used by the authority of the Ordinary Directors.

48.2 The Ordinary Directors may decide by what means and in what form any common seal is to be used.

48.3 Unless otherwise decided by the Ordinary Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

48.4 For the purposes of this Article 48 (*Company seals*), an authorised person is:

- (A) any Ordinary Director of the Company;
- (B) the Company secretary (if any); or
- (C) any person authorised by the Ordinary Directors for the purpose of signing documents to which the common seal is applied.