

HSBC Bank Middle East Limited – Amendments to the Articles of Association

Following the announcement on 17 September 2015 of the proposed move of the head office and place of incorporation of HSBC Bank Middle East Limited ("HBME") from Jersey to the Dubai International Financial Centre ("DIFC") (subject to regulatory and other approvals), we hereby attach, in accordance with rule 5.10 of the rules of the Irish Stock Exchange's Global Exchange Market (the "GEM Rules"), the proposed revised articles of continuation to be adopted by HBME upon its move to the DIFC. Such articles are due for consideration, and if appropriate, approval by HBME's sole shareholder. This notice constitutes the disclosure of Regulated Information for the purpose of the GEM Rules.

HSBC BANK MIDDLE EAST LIMITED
A Company Limited by Shares

ARTICLES OF CONTINUATION

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ARTICLES OF CONTINUATION

of

HSBC BANK MIDDLE EAST LIMITED

1. Definitions and Interpretations

1.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

"Alternate Director" means any alternate Director of the Company appointed in accordance with these Articles;

"Annual General Meeting" means the annual general meeting of the Company pursuant to Article ¶11.3;

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

"Business Day" means a day other than (i) a Friday or a Saturday, (ii) a day on which banks are closed in Dubai, London or New York or (iii) a day on which the Office is closed;

"Capital Disqualification Event" shall have the meaning given to it in Article ¶6.17

"Chairman" means the Chairman of the Company from time to time as appointed pursuant to Article ¶7.6;

"Company" means the company incorporated under the Law in respect of which these Articles have been registered, including its branches from time to time;

"Dated Preference Shares" means the dated cumulative redeemable preference Shares issued by the Company as described in Article **Error! Reference source not found.**;

"Deputy Chairman" means the Deputy Chairman of the Company from time to time as appointed pursuant to Article ¶7.6;

"DIFC" means the Dubai International Financial Centre;

“Director” means any director of the Company appointed in accordance with these Articles;

"Dividend Payment Date" shall have the meaning given to it in Article 36.3;

"Dividend Period" shall have the meaning given to it in Article 36.4;

“Holder” means, in relation to Shares, the member whose name is entered in the register of members of the Company as the holder of those Shares;

"Initial Dividend Payment Date" shall have the meaning given to it in Article 36.3;

"Issue Price" means, in respect of any Preference Share issued from time to time, the aggregate of the nominal value and the premium for such Share at the time of issue;

“Law” means the DIFC Companies Law, being DIFC Law No.2 of 2009 and the DIFC Companies Regulations (COR), in each case, as amended or superseded from time to time;

"Lead Regulator" means The Dubai Financial Services Authority or any successor entity primarily responsible for the prudential supervision of the Company;

"LIBOR" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters;

"Mandatory Redemption Date" shall have the meaning given to it in Article 36.13;

“Office” means the registered office of the Company;

“Ordinary Resolution” means a resolution of the Company either in general meeting passed by a simple majority of the votes cast at that meeting or in writing in accordance with Article 16;

"Preference Shares" means the Dated Preference Shares and the Undated Preference Shares;

"Preference Shareholder" shall have the meaning given to it in Article 36.1;

"Relevant Rules" means the capital requirement rules from time to time as applied by the Lead Regulator and as amended from time to time, including by virtue of implementation of Basel III;

"Relevant Supervisory Consent" means as required, a consent or waiver to, or, following the giving of any required notice, the receipt of no objection to, the relevant redemption or purchase, from the Lead Regulator;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"Senior Creditors" means any depositors, all other unsubordinated creditors of the Company and any subordinated creditors of the Company which by their terms or by operation of law rank senior to the Preference Shares upon the winding-up of the Company;

"Share" means a share in the capital of the Company;

"Special Resolution" means a resolution passed by at least 75% of the votes of such Holders as (being entitled to do so) vote in person, or acting by proxy in accordance with these Articles, at a meeting of such Holders held in accordance with these Articles;

"Tier 2 Instruments" means any instruments issued by the Company or subordinated loans entered into by the Company as borrower which constitute tier 2 capital under the Relevant Rules;

"Undated Preference Shares" means the undated cumulative redeemable preference Shares having the rights set out in Article 37; and

"Undated Preference Shareholder" shall have the meaning given to it in Article 37.11.

1.2 In these Articles, save where the context otherwise requires:

- (a) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to an “Article” is a reference to an article of these Articles;
- (e) a reference to writing includes typewriting, printing, telegram, facsimile, electronic message or other modes of representing or reproducing words, in each case, in a visible form;
- (f) headings are inserted for convenience and do not affect the interpretation of these Articles; and
- (g) words or expressions defined in the Law shall have the same meaning where used in these Articles.

1.3 The Model Articles prescribed pursuant to the DIFC Companies Regulations (COR) shall not apply to the Company and are expressly excluded in their entirety.

2. **Company Name**

2.1 The Company’s name is ‘HSBC Bank Middle East Limited’.

2.2 The Company is a company limited by shares.

3. **Company Registered Office**

The Office will be as at the date at adoption of these Articles [•], the Dubai International Financial Centre, Dubai, United Arab Emirates.

4. Company Objectives

4.1 The principal business activities of the Company are:

- (a) generally to carry on in any parts of the world the business of commercial and retail banking and other financial services and activities in all aspects;
- (b) to transact and do all matters and things incidental or conducive thereto or which are carried on in connection with the business of commercial and retail banking and other financial services and activities; and
- (c) in general to engage in any lawful act or activity for which companies may be organised under the Law.

4.2 The objects for which the Company is established are unrestricted and the Company shall have unrestricted corporate capacity and full power and authority to carry out any object not prohibited by the Law.

5. Share Capital

5.1 The authorised share capital of the Company is US\$1,501,350,000 divided into: 1,500,000,000 ordinary Shares of US\$1.00 each, 1,125,000 Dated Preference Shares and 225,000 Undated Preference Shares of US\$1.00 each.

5.2 The issued share capital of the Company is US\$932,005,000, divided into 931,055,000 ordinary shares of US\$1.00 each and 725,000 Dated Preference Shares and 225,000 Undated Preference Shares of US\$1.00 each.

5.3 Subject to the provisions of the Law and these Articles:

- (a) any Share may be issued with such rights or restrictions as the Company may by Special Resolution determine and
- (b) the Company may issue fractions of Shares and any such fractional Shares shall rank *pari passu* in all respects with the other Shares of the same class issued by the Company.

- 5.4 Subject to the provisions of these Articles, but notwithstanding Article 5.3, the Directors shall have general and unconditional authority to allot, grant options over or otherwise dispose of the unissued Shares of the Company to such persons, at such times and generally on such terms as they think fit.
- 5.5 Subject to the provisions of the Law and these Articles, the Company may issue Shares which are to be redeemed, or are liable to be redeemed, at the option of the Company or at the option of the Holder holding such redeemable Shares and on such terms and in such manner as may be determined by Special Resolution.
- 5.6 Save as required by the Law, no person shall be recognised by the Company as holding any Share upon any trust and (save as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any Share save an absolute right of the Holder of such Share to the entirety thereof.
- 5.7 The Company shall not be required to enter the names of more than four joint Holders in respect of any Share in the register of members of the Company.

6. Special Rights Attaching to Classes of Shares

- 6.1 Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up with:
- (a) the consent in writing to the variation from the Holders of two-thirds in nominal value of the issued Shares of that class; or
 - (b) the sanction of an Ordinary Resolution passed at a separate meeting of the Holders of the issued Shares of that class.
- 6.2 The provisions of these Articles relating to general meetings or to the proceedings thereat shall apply, mutatis mutandis, to each separate meeting held pursuant to this Article save that in the case of a meeting of the Holders of a class of Shares, the quorum shall be persons holding or representing by proxy not less than one-third in nominal value of the issued Shares of that class, but provided that if, at any adjourned meeting of such Holders, a

quorum as above defined is not present, those Holders who are present shall be a quorum.

6.3 The rights and terms attaching to the Dated Preference Shares in issue from time to time shall be those provided at Article 36 (*Dated Preference Shares*) and the rights and terms attaching to the Undated Preference Shares in issue from time to time shall be those provided at Article 37 (*Undated Preference Shares*).

6.4 The special rights conferred upon the Holders of any Shares or class of Shares issued with preferred, deferred or other special rights shall be deemed not to be varied by the creation or issue of further Shares or further classes of Shares ranking pari passu therewith.

7. Share Certificates

7.1 Every Holder, upon becoming a Holder, shall be entitled to one certificate for all the Shares of each class held by him (and, upon transferring a part of his holding of Shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his Shares upon payment, for every certificate after the first, of such reasonable sum as the Directors may determine.

7.2 Every certificate shall be signed by two Directors or a Director and the Secretary, as the Directors shall determine, and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates. The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate to one joint Holder shall be a sufficient delivery to all of them.

7.3 If a share certificate is defaced, worn out, lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine, but otherwise free of charge and (in the case of defacement or wearing out) on delivery up of the old certificate.

8. Transfer of Shares

8.1 The instrument of transfer of a Share shall be in writing and may be in any usual form or in any other form which the Directors may approve and shall be

executed by or on behalf of the transferor and by or on behalf of the transferee.

- 8.2 The Directors may refuse to register the transfer of a Share unless the instrument of transfer is lodged at the Office or at such other place as the Directors may appoint and is accompanied by the certificates for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
- 8.3 If the Directors refuse to register a transfer of a Share, they shall, within 14 days after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.
- 8.4 The registration of transfers of Shares or of transfers of any class of Shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine.
- 8.5 No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise herein provided, any other document relating to or affecting the title to any Share.
- 8.6 The Company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

9. Transmission of Shares

- 9.1 If a Holder dies, the survivor or survivors (where he was a joint Holder) and his personal representatives (where he was a sole Holder or the only survivor of joint Holders) shall be the only persons recognised by the Company as having any title to his interest provided that nothing herein contained shall release the estate of a deceased Holder from any liability in respect of any Share which had been jointly held by him.
- 9.2 A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder may, upon such evidence being produced as the Directors may properly require, elect either to become the Holder of such Share or to make such transfer thereof as the deceased, bankrupt or incapacitated Holder could have made. If he elects to become the Holder, he shall give notice to the Company to that effect. If he elects to

transfer the Share, he shall execute an instrument of transfer of the Share to the transferee. All of the provisions of these Articles relating to the transfer of Shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Holder and the death, bankruptcy or incapacity of the Holder had not occurred.

9.3 A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder shall have the rights to which he would be entitled if he were the Holder of such Share save that he shall not before being registered as the Holder be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the Holders of that class of Shares.

10. **Alteration of Share Capital**

10.1 The Company may through a Special Resolution:

- (a) increase its share capital by creating new Shares;
- (b) consolidate and divide all or any of its Shares (whether issued or not) into shares of larger amount than its existing Shares;
- (c) sub-divide its Shares, or any of them, into Shares of smaller amount; and
- (d) cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of the Company's share capital by the amount of the Shares so cancelled. This provision shall not apply to a redemption of any Shares pursuant to these Articles.

10.2 Whenever, as a result of a consolidation of Shares, any Holders would become entitled to fractions of a Share, the Directors may, in their absolute discretion, on behalf of those Holders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those Holders, and the Directors may authorise some person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money

nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 10.3 Subject to the provisions of the Law, the Company may convert existing non-redeemable Shares (whether issued or not) into Shares which are to be redeemed, or are liable to be redeemed, at the option of the Company or at the option of the Holder holding such redeemable Shares and on such terms and in such manner as may be determined by Special Resolution.

11. **General Meetings**

- 11.1 All general meetings other than Annual General Meetings shall be called extraordinary general meetings.
- 11.2 The Directors may call general meetings and, on the requisition of Holders pursuant to the provisions of the Law, shall forthwith proceed to call a general meeting of all Holders, or the Holders of the relevant class of Shares (as applicable), for a date as soon as practicable and in any case not later than two months after the receipt of the requisition. If there are not sufficient Directors to call a general meeting, any Director or any Holder may call such a meeting.
- 11.3 An Annual General Meeting shall be held by the Company within six months of the end of the financial year of the Company and there must not be a gap of more than fifteen months between one Annual General Meeting and the next.

12. **Notice of General Meetings**

- 12.1 All general meetings shall be called by at least 21 days' notice, subject to Article 12.2.
- 12.2 A general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an Annual General Meeting, by all the Holders entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the Holders of the relevant class(es) of Shares having a right to attend and vote at the meeting, being a majority together holding not less

than 95 per cent of the total voting rights of the Holders who have that right.

12.3 The notice shall:

- (a) specify the day, time and place of the meeting;
- (b) state the general nature of the business to be transacted;
- (c) set out the intention to propose any resolutions and state such proposed resolutions; and
- (d) in the case of an Annual General Meeting, specify the meeting as such and include a copy of any financial statements and auditor's report that are to be laid before such Annual General Meeting.

12.4 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all Holders, to all persons who have become entitled to a Share following the death, bankruptcy or incapacity of a Holder and to the Directors.

12.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

13. Proceedings at General Meetings

13.1 No business shall be transacted at any meeting unless a quorum is present. The quorum shall be:

- (a) if all the issued Shares are held by the same Holder, one person being such Holder present in person or by proxy; and
- (b) otherwise, two persons entitled to vote upon the business to be transacted, each being a Holder present in person or by proxy.

13.2 If such a quorum is not present within half an hour from the time appointed for the meeting or if, during a meeting, such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such day, time and place as the Chairman may determine and, if at such adjourned meeting, a quorum is not present within five minutes

from the time appointed for the holding of the meeting, those Holders present in person or by proxy shall be a quorum.

- 13.3 The Chairman, if any, of the board of Directors or, in his absence, the Deputy Chairman if any, of the board of Directors or in his absence, some other Director nominated by the Directors shall preside as Chairman of the meeting but, if neither the Chairman nor the Deputy Chairman, nor such other Director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.
- 13.4 If no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Holders present and entitled to vote shall choose one of their number to be Chairman.
- 13.5 A Director or a representative of the auditor shall, notwithstanding that he is not a Holder, be entitled to attend and speak at any general meeting and at any separate meeting of the Holders of any class of Shares.
- 13.6 The Chairman may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the general meeting from time to time and from place to place, but no business shall be transacted at an adjourned general meeting other than business which might properly have been transacted at such meeting had the adjournment not taken place. No notice of any adjourned meeting need be given save that, when a general meeting is adjourned for 14 days or more, at least seven days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted.
- 13.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:
 - (a) by the Chairman; or
 - (b) by at least two Holders having the right to vote on the resolution; or

(c) by a Holder or Holders representing not less than five per cent of the total voting rights of all the Holders having the right to vote on the resolution,

and a demand by a person as proxy for a Holder shall be the same as a demand by the Holder.

- 13.8 Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 13.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result on a show of hands declared before the demand was made.
- 13.10 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Holders) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 13.12 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the Chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn before the poll is taken, the meeting shall continue as if the demand had not been made.

13.13 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

14. **Votes of Holders**

14.1 Subject to any rights or restrictions attached to any Shares, on a show of hands, every Holder who is present in person or by proxy shall have one vote and, on a poll, every Holder present in person or by proxy shall have one vote for every Share of which he is the Holder.

14.2 In the case of joint Holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Holders, and seniority shall be determined by the order in which the names of the Holders stand in the register of members of the Company.

14.3 A Holder in respect of whom an order has been made by any court having jurisdiction (whether in the DIFC or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited either at the Office or at such other place as may be directed by the Directors before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and, in default, the right to vote shall not be exercisable.

14.4 No objection shall be raised to the qualification of any person to vote save at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

14.5 On a poll, votes may be given either personally or by proxy. A Holder may appoint more than one proxy to attend on the same occasion.

- 14.6 An instrument appointing a proxy shall be in writing in any usual form, or as approved by the Directors, and shall be executed by or on behalf of the appointor. The form approved by the Directors must include a section allowing the Holder to direct the proxy on how the proxy shall act.
- 14.7 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office or at such other place as is specified for that purpose in the notice of the meeting or in the instrument of proxy issued by the Company before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for taking the poll and, in default, the instrument of proxy shall not be treated as valid.
- 14.8 A vote given or a poll demanded by proxy or by a duly authorised representative of a body corporate shall not be valid (notwithstanding the previous determination of the authority of the person voting or demanding a poll) unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

15. Corporations Acting by Representatives

Any corporation which is a Holder may, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any general meeting or at any meeting of any class of Holders, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were a natural person who is a Holder. A corporation present at any meeting by such representative shall be deemed for the purposes of these Articles to be present in person.

16. Resolutions in Writing

- 16.1 Anything that may, in accordance with the provisions of the Law, be done by a resolution in writing signed by or on behalf of each Holder is authorised by these Articles without any restriction.

16.2 The Directors may determine the manner in which resolutions shall be put to Holders pursuant to the terms of this Article and, without prejudice to the discretion of the Directors, provision may be made in the form of a resolution in writing for each Holder to indicate how many of the votes which he would have been entitled to cast at a meeting to consider the resolution he wishes to cast in favour of or against such resolution or to be treated as abstentions and the result of any such resolution in writing need not be unanimous and shall be determined upon the same basis as on a poll.

17. Number of Directors

The number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than three.

18. Alternate Directors

18.1 Any Director (other than an Alternate Director) may appoint any other Director, or any other person approved by the Directors to be an Alternate Director and may remove from office an Alternate Director so appointed by him.

18.2 An Alternate Director shall be entitled to attend, be counted towards a quorum and vote at any meeting of Directors and any meeting of committees of Directors of which his appointor is a member at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an Alternate Director. It shall not be necessary to give notice of such a meeting to an Alternate Director.

18.3 An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director.

18.4 Any appointment or removal of an Alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

18.5 Save as otherwise provided in these Articles, an Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

19. Powers of Directors

- 19.1 Subject to the provisions of the Law, these Articles and any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company in any part of the world.
- 19.2 Without prejudice to Article 19.1, the Directors shall have all of the powers necessary for the management of the Company, representing the Company and signing on its behalf and carrying out all acts required by its objects, including but not limited to the following powers:
- (a) to manage all aspects of the Company's business whether commercial, financial, administrative or otherwise;
 - (b) to open a bank, branch, office or agency on behalf of the Company at any place in the world, to appoint and delegate the power to appoint the representative, manager or agent of the Company at any place in the world at which the Company has established or may hereafter establish a branch, office or agency, to obtain and maintain in effect all licences, approvals and dispensations required in connection therewith, and to do all things necessary or expedient for the proper and efficient conduct of the business of the Company thereat;
 - (c) to purchase, take on lease, or otherwise acquire property and rights (whether corporeal or incorporeal) of every description, including moveable property of every description, and land, tenements and immovable property of every description and tenure, and to build thereupon, or alter, renovate, manage and furnish the same, to insure, to borrow money on the security thereof, and to sell, let on lease for any period of time and with or without options, dispose of, or otherwise deal with all or any of the same on such terms in all respects to any business of the Company including shares and other interests in any company and to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with any such properties or rights and generally to represent (and appoint persons to represent) the Company before all ministries, government departments (including inter alia any central banks) municipalities,

chambers of commerce and other offices and agencies thereof, courts, tribunals, registries or other competent bodies or agencies, to conduct or conclude whatever acts may be necessary in connection with the foregoing;

- (d) to engage, control and employ on such terms and conditions as shall be considered expedient any employees, agents, officers, clerks, servants and independent contractors and other persons (including professional advisers) necessary for the conduct of the business of the Company and, as occasion may require, to remove, suspend, dismiss or terminate the services of such employees, agents, officers, and independent contractors and others persons and to appoint others in their place;
- (e) to open, operate and close accounts of and for the Company and of and for customers of the Company, to borrow money, to receive and place money on current and deposit accounts, to receive, pay or credit interest on such accounts, pay or charge commission, draw, accept, sign, endorse and otherwise to borrow, raise or take up money and to lend or advance money or grant or provide credit or financial accommodation, with or without security, to such persons and on such terms as may be deemed expedient, and deal with any cheques, bills of exchange and other instruments of whatsoever nature, request credit facilities and loans from banks as well as to grant securities for such facilities as may be deemed appropriate and generally to deal with the accounts of the Company and customers of the Company in accordance with the practice of corporate account holders or bankers;
- (f) to lend and make advances of any moneys of the Company to any person or body politic or corporate with or without security and to receive and give good discharges for the repayment of any money so lent or advanced and of interest thereon;
- (g) to compound and settle for and on behalf of the Company any accounts or reckonings whatsoever between the Company and any person or body politic or corporate, to receive or pay the balances shown in any such accounts or reckonings and to give effectual receipts and discharges for the same;

- (h) to purchase, sell, deal, broke, pledge, hypothecate, discount, draw, accept, endorse, negotiate, note and protest in securities and investments of all kinds, bills of sale, bills of lading, coupons, drafts, warrants debentures, scrip and other instruments and securities whether transferable or negotiable or otherwise and to buy, sell, broker and deal in bullion and specie, to underwrite, subscribe for, guarantee the subscription of, purchase or otherwise acquire and sell, dispose of, issue on commission and deal in shares, stocks, funds, debentures, debenture stocks, bonds, securities, obligations and other investments, rights and interests of all kinds, to negotiate loans and advances, to effect credit guarantees or credit insurance, and to receive money, securities, title deeds, and other valuables on deposit or for safe custody or otherwise and to collect and transmit moneys or securities;
- (i) to issue letters of credit, circular notes, certificates of deposit, bills, drafts and other instruments and securities, whether to bearer or otherwise, and whether providing for the payment of money or the delivery of bullion or otherwise, and to make the same or any of them assignable free from equities;
- (j) to carry out without limitation all kinds of commercial, financial, industrial and other activities related directly or indirectly to its objects or facilities or for developing the business and/or to execute and perform all contracts and obligations as may be necessary in connection therewith;
- (k) to acquire, by taking, holding, subscribing for or agreeing to purchase or acquire shares in the capital of another company or the business or any part of the business of another Company, or establish any business additional to the business of the Company or expanding or making any material change to the business of the Company;
- (l) to supervise and control the performance by the Company's employees of their duties and obligations;
- (m) to form joint ventures with any other person or company for the purpose of either carrying out business similar or related to the

business of the Company or for the purpose of acquiring any business as a going concern;

- (n) to buy, sell, negotiate and exchange, or to cause to be bought, sold, negotiated and exchanged, for the Company or for customers of the Company foreign currency and travellers cheques and all kinds of stocks, shares, investments, securities and evidence of indebtedness and to deposit or pledge such currency, cheques, stocks, shares, investments, securities and evidences of indebtedness as security for the performance of the obligations of the Company or (as the case may be) of customers of the Company;
- (o) without prejudice to the broad power to execute all forms of contract, to enter into any form of financial, derivative or investment contract;
- (p) to accept for safe custody and keep for customers of the Company all kinds of securities, valuables and things;
- (q) to collect and receive on behalf of customers of the Company dividends on stocks, shares and securities, interest, annuities and other periodic payments;
- (r) to pay on behalf of customers of the Company premia, subscriptions, interest, dividends and other periodic payments;
- (s) to undertake and perform in the name of the Company the offices, duties and responsibilities of executor, trustee, custodian and other positions of trust;
- (t) to give bonds, guarantees, indemnities and covenants and to enter into or become a party to deeds, contracts, obligations, engagements or agreements of any nature whatsoever for and on behalf of the Company;
- (u) to accept property and rights (whether corporeal or incorporeal) of every description, including movable property of every description, and land, houses, buildings, goods, merchandise tenements and immovable property of every description and tenure, as security for any debt due or obligation owed to the Company and to take and hold as security or otherwise and to purchase, sell, negotiate, transfer and

realise all kinds of mercantile, commercial or other instruments, including (but not limited to) bills of lading, dock warrants, delivery orders, policies of insurance, bills of sale, certificates of stocks and shares, debentures, charterparties, mortgages, assignments of property, licences to take property, documents of title and securities and instruments evidencing possession of or title to property of any kind and to resell, release, reassign and issue discharges in respect thereof and also to enforce any rights or remedies incidental to any mortgages, charges or security in the Company's favour;

- (v) to enter into a guarantee, contract of indemnity or surety ship and in particular (without prejudice to the generality of the foregoing) to guarantee the payment of any principal moneys, premiums, interest and other moneys secured by or payable under any obligations or securities and the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions;
- (w) to file complaints and cases before the authorities, follow up and/or drop the same, seize and arrest by all lawful ways and means the person of any debtor and to distrain, attach, take possession of and sell the moneys, property, goods and effects of any debtor or other person or body politic or corporate liable to the Company on any account whatsoever and to take all legal proceedings relating to the same so as to obtain payment or satisfaction of any debt or other liability due to the Company;
- (x) to appoint receivers and managers, and to enforce and foreclose mortgages, and to exercise all or any of the powers (including the power of sale) conferred upon the Company by any debenture, mortgage or charge or other security created in favour of or held by, the Company and to do all such other acts, deeds and things as the Directors shall think fit for the protection of the Company or for enforcing or carrying into effect any rights or privileges to which the Company may be entitled in connection with any such debenture, mortgage, charge or security;

- (y) to demand, recover and receive from any person or any body politic or corporate, and to give good receipts and discharges for, all sums of money, debts, dues, goods, property, effects and things at any time due, owing or payable to, or recoverable or receivable by, the Company;
- (z) to settle, compromise, discharge, compound and arrange, or submit to arbitration or valuation, all accounts, debts, losses, claims and disputes arising out of any transactions in respect of which the Company shall be in any way interested or concerned, including insurance claims whether claimable by or against the Company and to give effectual receipts and discharges therefore;
- (aa) to commence, prosecute and conduct, or accept service of process and appear in and defend, all suits, actions and proceedings of any kind in and before all courts of any degree and jurisdiction or any tribunal or commission or before any arbitrator or adjudicator arising out of any transactions in respect of which the Company shall be in any way interested or concerned, to consent or submit to, or appeal against, any judgement, order or award in any such suit, action or proceeding and to compromise or discontinue any such suit, action or proceeding, and to appoint solicitors, advocates and legal counsel to represent the Company in connection with the foregoing;
- (bb) to institute, defend or settle any legal proceedings and/or enforce and defend its legal rights in any jurisdiction either as principal, agent, trustee, contractor or otherwise either alone or in conjunction with others and appointing lawyers and attorneys for these purposes and dismiss them;
- (cc) to take proceedings in bankruptcy, liquidation and winding up of companies, and other process against the estates or persons of insolvent debtors, for any debt, demand or claim due to or claimed by the Company and to take all steps and do all things which may be necessary or desirable in connection with such proceedings or process, including (but not limited to) the filing of proofs of claim or interest and to make proof of debts on the Company's behalf, vote and take part in all meetings and proceedings and to enforce by all lawful

means any judgment, decree or order or to discontinue or abandon any proceedings;

- (dd) to attend in person or by proxy any meeting of shareholders in any body corporate in which the Company may be interested or entitled to vote and to vote and take part in any proceedings thereat;
- (ee) to make, execute, sign, seal, deliver and receive all deeds, contracts, receipts, acknowledgements, notices, documents, letters, agreements, memorials, releases, reassignments, discharges, consents, conveyances, charges, transfers, mortgages, releases of mortgage reconveyances, release of debentures, assurances, assignments, caveats, withdrawal of caveats, documents and any other instruments of like nature in respect of the total or partial satisfaction of any security favouring the Company or whatsoever which the Attorney may consider necessary or desirable in connection with the exercise of any powers conferred hereby;
- (ff) to keep records and accounts and to make on behalf of the Company statements (both sworn and unsworn) and to deliver reports and returns concerning the business and activities of the Company;
- (gg) to represent (and appoint other persons to represent) the Company before, and liaise with, all ministries, government departments (including inter alia any central banks), municipalities, chambers of commerce and other offices and agencies thereof, courts, tribunals, registries or other competent bodies or agencies, to conduct or conclude whatever acts may be necessary in connection with any or all of the powers granted in this power of attorney. Without prejudice to the generality, to sign all documents of whatsoever kind or nature and to sign, submit and follow up any and all applications to obtain, issue, amend or renew all licences and registrations that may be necessary or required by the any government or regulatory authority in any jurisdiction; and
- (hh) to do all such other things as may be considered incidental or conducive to the attainment of the above objects or any of them.

- 19.3 The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 19.4 No alteration of these Articles and no direction given by Special Resolution shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
- 19.5 The Directors may delegate any of their powers or authorities to any person. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

20. Delegation of Directors' Powers to a Committee

The Directors may delegate any of their powers to any committee consisting of one or more Directors and (if thought fit) one or more other persons, provided that a majority of the members of each committee shall at all times comprise persons who are resident, for tax purposes, outside the United Kingdom of Great Britain and Northern Ireland. No resolution of a committee shall be effective unless a majority of those present when it is passed are resident, for tax purposes, outside the United Kingdom of Great Britain and Northern Ireland.. Any such delegation may be made subject to any conditions that the Directors may impose, either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying.

21. Appointment of Directors

- 21.1 The Directors shall be elected by the Holders for such term as the Holders may determine, subject to Article 21.4.
- 21.2 The Company may, subject to the Law, by Ordinary Resolution appoint any person as a Director.
- 21.3 Each Director shall hold office until his successor takes office or until his earlier death, resignation or removal by Ordinary Resolution.

21.4 A vacancy created by the death, resignation or removal of a Director may be filled by an Ordinary Resolution or in the absence of such resolution by the remaining Directors, provided that any Director appointed by the remaining Directors shall be subject to reappointment by an Ordinary Resolution at the next general meeting and shall cease to be a Director at the conclusion of that general meeting if such a resolution is not passed.

22. Disqualification, Removal and Resignation of Directors

22.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Law or becomes prohibited by law from, or is disqualified from, being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he resigns his office by notice to the Company; or
- (d) the Company so resolves by Ordinary Resolution.

22.2 A Director may resign from office as a Director by giving notice in writing to that effect to the Company at the Office, which notice shall be effective upon such date as may be specified in such notice, failing which upon delivery, to the Office.

23. Remuneration of Directors

The Directors shall be entitled to such remuneration as the Company may by Ordinary Resolution determine and, unless such resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

24. Directors' Expenses

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees or general meetings or separate meetings of the Holders of any class of Shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

25. **Directors' Appointments and Interests**

25.1 Subject to the provisions of the Law, the Directors may appoint one or more of their number to any executive office in the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company. The Directors may also (without prejudice to any claim for damages for breach of any agreement between the Director and the Company) remove a Director from any executive office.

25.2 Subject to the provisions of the Law, and provided that he has disclosed to the Directors the nature and extent of any of his interests, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or the interests of which to a material extent conflicts or may conflict with those of the Company;
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (d) may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as though he were not a Director.

25.3 For the purposes of this Article:

- (a) a general notice given by or on behalf of a Director to the Directors that such Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement with a specified person or class of persons shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

26. Directors' Gratuities and Pensions

The Directors may resolve that the Company shall provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

27. Proceedings of Directors

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

27.2 A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Meetings of the Directors shall be held in the DIFC or elsewhere as the Directors may from time to time determine.

27.3 Questions arising at a meeting of Directors shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A person who has been appointed as an Alternate Director by one or more Directors shall have one vote in respect of each such appointment, in addition to any vote that he may be entitled to as a Director.

- 27.4 The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number, shall be three natural persons, provided that a majority of the Directors present at the relevant meeting and being counted in the quorum must be resident for tax purposes otherwise than in the United Kingdom of Great Britain and Northern Ireland.. A person who is an Alternate Director shall be counted in the quorum, and any Director acting as an Alternate Director shall, in the absence of the Director for whom he acts as Alternate Director, also be counted as one for each of the Directors for whom he acts as Alternate Director.
- 27.5 Any Director enabled to participate in the proceedings of a meeting of the Directors by means of a communication device (including a telephone) which allows all of the other Directors present at such meeting to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when calculating a quorum, provided that such Director shall not be participating in the meeting of the Directors from the United Kingdom of Great Britain or Northern Ireland.
- 27.6 The Directors may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as the quorum, the Directors or the sole continuing Director may act only for the purpose of filling vacancies or of calling a general meeting:
- (a) The Directors may appoint one of their number to be the Chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present.
 - (b) The Directors may appoint one of their number to be Deputy Chairman of the board of Directors and may at any time remove him from office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present provided that the Chairman of the board of Directors is not present and/or the Chairman of the board of Directors is not presiding at such meeting.

- (c) If there are no Directors holding the office of Chairman and/or Deputy Chairman, or if the Directors holding the office of Chairman and/or Deputy Chairman are unwilling to preside or are not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

- 27.7 All acts done by a meeting of Directors, or by a committee duly authorised by the Directors, or by a person acting as a Director or Alternate Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or Alternate Director or member of such committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or Alternate Director or member of such committee and had been entitled to vote.

- 27.8 Notwithstanding the above provisions, a decision of the Directors may be taken when all Directors, or their Alternate Directors (as applicable), who would be eligible to vote at a meeting of the Directors, held in accordance with these Articles, indicate to each other by any means that they share a common view on a matter. If the decision of the Directors is to take the form of a written resolution, Article 27.9 shall apply. A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum for a meeting in accordance with these Articles.

- 27.9 (a) A resolution in writing signed by all the Directors, or to which each Director has indicated agreement in writing, , provided that the majority of such Directors are resident for taxation purposes otherwise than in the United Kingdom of Great Britain and Northern Ireland, shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors, provided that a resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

- (b) A resolution in writing signed by a committee duly authorised by the Directors shall be as valid and effectual as if it had been passed at a committee duly authorised by the Directors duly convened and held and may consist of several documents in the like form each signed by the members of the committee provided that a resolution signed by an Alternate Director need not also be signed by his appointor, and if signed by a Director who has appointed an Alternate Director it need not be signed by the Alternate Director in that capacity.

27.10 A Director may vote in respect of any transaction or arrangement or proposed transaction or arrangement in which he has an interest which he has disclosed in accordance with these Articles and, if he does vote, his vote shall be counted and he shall be counted towards a quorum at any meeting of the Directors at which any such transaction or arrangement or proposed transaction or arrangement, shall come before the Directors for consideration.

27.11 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution save that concerning his own appointment.

28. Secretary

Subject to the provisions of the Law, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

29. Minutes

The Secretary shall cause minutes to be made in books kept for the purpose in accordance with the Law.

30. Dividends

30.1 Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Holders, but no dividend shall exceed the amount recommended by the Directors.

- 30.2 Subject to the provisions of the Law, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If different classes of Shares have been issued, the Directors may pay interim dividends on Shares which confer deferred or non-preferred rights with regard to dividend as well as on Shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided that the Directors act in good faith, they shall not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.
- 30.3 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the difficulty and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Holder upon the footing of the value so fixed in order to adjust the rights of Holders and may vest any assets in trustees.
- 30.4 Any dividend or other moneys payable in respect of a Share may be paid:
- (a) by cash;
 - (b) by a bank or funds transfer system to an account designated in writing by the person entitled to the payment;
 - (c) by cheque sent by post to the registered address of the person entitled or, if two or more persons are the Holders of the Shares or are jointly entitled to it by reason of the death, bankruptcy or incapacity of the Holder, to the registered address of such of those persons named in the register of members of the Company as the Directors shall in their absolute discretion determine or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons

entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company, or.

- (d) by such other method as the person entitled to the payment may in writing direct and the board may agree, and

any joint Holder or other person jointly entitled to a Share may give receipts for any dividend or other moneys payable in respect of such Share.

30.5 No dividend or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to such Share.

30.6 Any dividend which has remained unclaimed for 10 years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

31. **Accounts and Audits**

31.1 No Holder shall (as such) have any right of inspecting any accounting records or other book or document of the Company save as conferred by the Law or authorised by the Directors or by Ordinary Resolution.

31.2 The Company shall appoint an auditor to examine the accounts and report thereon in accordance with the Law.

31.3 The financial year of the Company shall run from 1 January to 31 December each calendar year or as the Directors may otherwise resolve.

31.4 The most recent audited financial statements of the Company shall be laid before each Annual General Meeting for approval by Ordinary Resolution and a copy of the relevant auditor's report of such statements shall also be provided to the Holders for such purpose.

32. Capitalisation of Profits

The Directors may, with the authority of an Ordinary Resolution:

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's capital redemption reserve and/or share premium account;
- (b) appropriate the sum resolved to be capitalised to the Holders in proportion to the number of the Shares held by them respectively, such as would entitle them to participate in a distribution of that sum if the sum were distributable and were distributed by way of dividend, and apply such sum on their behalf in paying up and allotting unissued Shares or debentures of the Company credited as fully paid to those Holders;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this Article in fractions; and
- (d) authorise any person to enter on behalf of all the Holders concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such Holders.

33. Notices

33.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice calling a meeting of the Directors need not be in writing.

33.2 The Company may give any notice to a Holder either personally, by sending notice electronically to an email address of the Holder provided by such Holder to the Company, or by sending it by post in a prepaid envelope addressed to the Holder at his registered address or by leaving it at that address. In the case of joint Holders of a Share, all notices shall be given to

the joint Holder whose name stands first in the register of members of the Company in respect of the joint holding and notice so given shall be sufficient notice to all the joint Holders.

- 33.3 A Holder present, either in person or by proxy, at any general meeting or of the Holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 33.4 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.
- 33.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 33.6 A notice, document or information sent to a Holder by electronic means in accordance with these Articles is deemed to have been given to or received by the intended recipient 24 hours after it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent.
- 33.7 A notice may be given by the Company to the persons entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Holder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the Holder or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a Holder, notice given to any one of such persons shall be sufficient notice to all such persons.

34. Winding Up

- 34.1 Subject to Articles 36.9 and 37.8, if the Company is wound up, the Company may, with the sanction of a Special Resolution and any other sanction

required by the Law, divide the whole or any part of the assets of the Company among the Holders in specie provided that no Holder shall be compelled to accept any assets upon which there is a liability.

34.2 For the purposes of this Article, the liquidator or, where there is no liquidator, the Directors may, for that purpose, value any assets and determine how the division shall be carried out as between the Holders or different classes of Holders or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Holders.

35. **Indemnity**

In so far as the Law allows, every present or former officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such an officer. The Directors, may without sanction of the Company in general meeting, authorise the purchase or maintenance by the Company for any officer or former officer of the Company of any such insurance as is permitted by the Law in respect of any liability which would otherwise attach to such officer or former officer.

36. **Dated Preference Shares**

36.1 [The Company may, in accordance with the Articles in respect of the issue of Shares and the Law, issue Dated Preference Shares which shall be redeemable, cumulative preference shares to which the following provisions of this Article 36 shall apply.

Dividends

36.2 Dividends on the Dated Preference Shares shall accrue at a variable rate per annum equal to the sum of 3 month USD LIBOR and 270bp.

36.3 Dividends on the Dated Preference Shares will accrue from and including their issue date and will be payable, subject to the Law and to Article 30 (*Dividends*) quarterly in arrear on 15 March, 15 June, 15 September and 15 December of each year, (each a "**Dividend Payment Date**"), commencing on the first of such dates arising following the issue date (the "**Initial Dividend Payment Date**").

- 36.4 The initial dividend will be for the period from and including the issue date to but excluding the Initial Dividend Payment Date and will be payable, subject to the Law and to Article 30 (*Dividends*), on the Initial Dividend Payment Date. Thereafter, the dividend payable for each Dated Preference Share will vary from Dividend Period to Dividend Period. The "**Dividend Period**" relating to each Dividend Payment Date will be the period from and including the preceding Dividend Payment Date (or, in the case of the Initial Dividend Payment Date, the issue date) to but excluding the related Dividend Payment Date. The Company will calculate the dividend rate for each Dividend Period based on 3 month USD LIBOR determined as of two Business Days prior to the first day of such Dividend Period. Each dividend will be calculated on the basis of the actual number of days elapsed, assuming a year of 360 days and the dividend rate will be applied to the Issue Price of the relevant Dated Preference Shares.
- 36.5 If any Dividend Payment Date in any year is not a Business Day, the dividend will be payable, subject to the Law, on the immediately following Business Day and the holder shall not be entitled to any interest or other payment in respect of any such delay.
- 36.6 Subject to the Law and Article 30 (*Dividends*), dividends on the Dated Preference Shares will only be declared and paid out of the Company's profits available for distribution as dividends and will, on any Dividend Payment Date, be paid ahead of any dividends payable to Holders of ordinary Shares on such Dividend Payment Date.
- 36.7 If dividends in relation to the Dated Preference Shares are not declared or paid for any reason, such dividends will accumulate. Accumulated but unpaid dividends on the Dated Preference Shares will not bear interest.
- 36.8 All dividends paid on the Dated Preference Shares will be credited to the previously accumulated dividends on the Dated Preference Shares. The Company will credit any dividend made on the Dated Preference Shares first to the earliest accumulated and unpaid dividend due.

Ranking

- 36.9 As regards dividends, and on a winding-up of the Company pursuant to Article 34 (*Winding Up*), any claim of the Preference Shareholders shall rank

junior to the claims of Senior Creditors, pari passu with the holders of other Preference Shares and with any Tier 2 Instruments of the Company from time to time in issue that are expressed to rank pari passu with the Preference Shares and (subject to the occurrence of a Trigger Event) ahead of the Holders of ordinary shares of the Company.

- 36.10 Subject to Article 36.16, on a winding-up of the Company pursuant to Article 34, each Preference Shareholder shall be entitled to an amount equal to any accrued but unpaid dividends plus the Issue Price of each Preference Share.

Voting

- 36.11 The Dated Preference Shares shall not carry any voting rights at meetings of the Holders.

Redemption

- 36.12 On redemption (whether mandatory or at the option of the Company), each holder of the Dated Preference Shares (a "**Preference Shareholder**") shall be entitled to receive the Issue Price of each Dated Preference Share held by it plus any accrued but unpaid dividends.
- 36.13 Unless previously redeemed pursuant to Article 36.15, the Dated Preference Shares shall be redeemed in whole only and not in part on the fifteenth anniversary of their issue date (the "**Mandatory Redemption Date**"), subject to (i) the approval of the Holders of ordinary Shares by Ordinary Resolution and (ii) the Law. If the Holders of ordinary shares of the Company do not approve such redemption, then the Dated Preference Shares shall be redeemed on the next following fifteen year anniversary of the Mandatory Redemption Date in respect of which the Holders of ordinary Shares approve the redemption of the Dated Preference Shares.
- 36.14 The Holders of ordinary Shares will determine by Ordinary Resolution whether redemption of the Dated Preference Shares has been approved no less than 30 days prior to the date upon which redemption should occur.
- 36.15 Subject to the Law, the Directors may resolve to redeem the Dated Preference Shares in whole only and not in part on any date falling on or after the tenth anniversary of their issue date subject to (i) having given at least 30

days' notice in writing to the Preference Shareholders and (ii) the Company having obtained a Relevant Supervisory Consent.

Trigger Event

36.16 If a Trigger Event occurs, the Company shall immediately following the occurrence of the Trigger Event (i) inform its Lead Regulator and (ii) cancel all of the Dated Preference Shares. Any cancellation of the Dated Preference Shares will be subject to the Law and shall be permanent, final and irreversible. For the avoidance of doubt, cancellation shall mean that the Company will have no remaining obligations in respect of the relevant Dated Preference Shares following completion of such cancellation.

A "**Trigger Event**" shall occur when the common equity tier 1 capital ratio of the Company (determined in accordance with the Relevant Rules on either a solo or a consolidated basis) falls below 4.5 per cent.

Capital Disqualification Event

36.17 Following the occurrence of a Capital Disqualification Event, and provided that the Company is unable to achieve the tier 2 capital recognition of the Dated Preference Shares in full by a substitution pursuant to Article 36.18, the Company may within 120 days of the occurrence of Capital Disqualification Event, subject to (i) its having obtained Relevant Supervisory Consent and (ii) the Law, redeem the Preference Shares at 100% of the Issue Price of each Dated Preference Share plus any accrued and unpaid dividends.

A "**Capital Disqualification Event**" shall be deemed to have occurred if the Directors determine, in good faith and after consultation with the Lead Regulator, at any time after the Issue Date, that by reason of the non-compliance with the applicable criteria for tier 2 capital under the Relevant Rules, the Dated Preference Shares are excluded in whole from the tier 2 capital of the Company (excluding for these purposes any non-recognition due to any applicable limitations on the amount of such capital of the Company).

Substitution

36.18 The Company may, subject to the Law, and without the consent of the Preference Shareholders, by not less than 30 days' nor more than 60 days'

notice to the Preference Shareholders designate a date on which the Preference Shares shall be replaced in whole with new preference shares (the "**Substitute Preference Shares**") that feature identical terms and conditions to the Preference Shares (except the Issue Date) and rank pari passu with the Preference Shares immediately prior to such substitution, provided that the Substituted Preference Shares will not be immediately subject to a Capital Disqualification Event following such substitution.]

37. **Undated Preference Shares**

37.1 [The Company may, in accordance with the Articles in respect of the issue of Shares and the Law, issue Undated Preference Shares which shall be redeemable, cumulative preference shares to which the following provisions of this Article 37 shall apply.

Dividends

37.2 Dividends on the Undated Preference Shares shall accrue at a variable rate per annum equal to the sum of 1 year USD LIBOR and 65bp.

37.3 Dividends on the Preference Shares will accrue from and including their issue date and will be payable, subject to the Law and to Article 30 (Dividends) annually in arrears on 14 March each year (the "**Undated Preference Shares Dividend Payment Date**"), commencing on the first of such dates arising following the issue date.

37.4 If the Undated Preference Shares Dividend Payment Date in any year is not a Business Day the dividend will be payable, subject to the Law, on the immediately following Business Day and the holder shall not be entitled to any interest or other payment in respect of any such delay.

37.5 Subject to the Law and Article 30 (*Dividends*), dividends on the Preference Shares will only be declared and paid out of the Company's profits available for distribution as dividends and will, on any Undated Preference Shares Dividend Payment Date, be paid ahead of any dividends payable to Holders of ordinary Shares on such Undated Preference Shares Dividend Payment Date.

- 37.6 If dividends in relation to the Undated Preference Shares are not declared or paid for any reason, such dividends will accumulate. Accumulated but unpaid dividends on the Preference Shares will not bear interest.
- 37.7 All dividends paid on the Undated Preference Shares will be credited to the previously accumulated dividends on the Undated Preference Shares. The Company will credit any dividend made on the Undated Preference Shares first to the earliest accumulated and unpaid dividend due.

Ranking

- 37.8 As regards dividends, and on a winding-up of the Company pursuant to Article 34 (*Winding Up*), any claim of the Undated Preference Shareholders shall rank junior to the claims of Senior Creditors, *pari passu* with the holders of other Preference Shares and with any Tier 2 Instruments of the Company from time to time in issue that are expressed to rank *pari passu* with the Undated Preference Shares and ahead of the Holders of ordinary shares of the Company.
- 37.9 On a winding-up of the Company pursuant to Article 34, each Undated Preference Shareholder shall be entitled to an amount equal to any accrued but unpaid dividends plus the Issue Price of each Undated Preference Share.

Voting

- 37.10 Each share shall carry one vote at meetings of the Holders.

Redemptions

- 37.11 On redemption each holder of the Undated Preference Shares (an "**Undated Preference Shareholder**") shall be entitled to receive the Issue Price of each Undated Preference Share held by it plus any accrued but unpaid dividends.
- 37.12 Subject to the Law, the Directors may resolve to redeem the Undated Preference Shares in whole only and not in part on any date falling on or after the fifth anniversary of their issue date subject to (i) having given at least 30 days' notice in writing to the Undated Preference Shareholders and (ii) the Company having obtained a Relevant Supervisory Consent.