

REGISTERED NUMBER: 3101526

THE COMPANIES ACT 1985
UNLIMITED COMPANY HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF
SC INVESTMENTS NUMBER 2

1. The Company's name is "SC INVESTMENTS NUMBER 2"*
2. The Company's registered office is to be situated in England and Wales.
- 3.** The objects for which the Company is established are:-

(A) (i) to carry on the business of an investment company and, for that purpose to acquire and hold either in the name of the Company (or in that of any nominee) shares, stocks, debentures, debenture stock, bonds, notes, obligations, warrants, options and securities and all other similar instruments issued or guaranteed by any company wherever incorporated, or issued or guaranteed by any government, public body or authority in any part of the world ("Securities");

(ii) to acquire any Securities by subscription, purchase, exchange, underwriting or otherwise howsoever and whether or not fully paid up, and subject to such terms and conditions (if any) as may be thought fit; and

(iii) to exercise and enforce all rights and powers conferred by or incidental to the ownership of any investment in the Company.

(B) In pursuance of its object set out in (A) above, to borrow and raise money and accept money on deposit and to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes and other instruments and securities, whether negotiable or otherwise and to engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or delivered from any of the foregoing whether for the purpose of making

* The Company was incorporated on 13th September 1995 as Loanexpert Limited. On 6th October 1995 the name of the company was changed by special resolution to Bass Investments Number 2 Limited. On 28th August 2001 the name of the Company was changed by a Special Resolution passed on the 17th August 2001, to SC Investments Number 2 Limited. On 12 December 2008 the Company's name was changed to SC Investments Number 2 pursuant to an application being made to re-register the Company as an unlimited company having a share capital.

** This clause was amended by special resolution on 9th October 1995.



a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose and to enter into any guarantee, contract of indemnity or suretyship, and to lend money to any person (with or without interest).

(C) In pursuance of its objects set out in (A) above, to enter into any guarantee, contract or indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, the performance of any obligations or commitments of, and the payment or repayment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, and to secure or discharge any debt or obligation in any manner and in particular (but without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities or in any other manner or any combination thereof.

(D) In pursuance of its objects set out in (A) above, to sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over, and in any manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.

(E) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.

(F) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business including (without limitation) remuneration or other compensation or reward for services regarding the acquisition, custody or disposal of any Securities (as defined in (A) above) together with any expenses of management of Securities.

(G) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England.

(H) To grant pensions, annuities, gratuities and superannuation or other allowances and benefits, including allowances on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or who the Company considers to have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to subscribe, guarantee or pay money for any purpose

likely, directly or indirectly, to further the interests of the Company or of its Members or for any national charitable, benevolent, educational, social, public, general or useful object.

(I) To purchase and maintain for any director, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

(J) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.

(K) To distribute any of the property of the Company among its creditors and Members in specie or kind.

(L) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(M) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.

(N) To do all other such things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that in this clause "company", except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "subsidiary" and "holding company" shall include, respectively, "subsidiary undertaking" and "parent undertaking" without prejudice to any definitions used in these objects, "Securities" or "securities" shall include without limitation any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The share capital of the Company is £1,000*** divided into 1,000 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

*** The Company's share capital was increased by special resolution passed on 9th October 1995 from £1,000 to £55,000,000 by the creation of 54,999,000 new ordinary shares of £1 each.

THE COMPANIES ACTS 1985 AND 1989

THE COMPANIES ACT 2006

AN UNLIMITED COMPANY HAVING A SHARE CAPITAL

NEW
ARTICLES OF ASSOCIATION
OF
SC INVESTMENTS NUMBER 2

(Adopted by Special Resolution on 12 December 2008)

PRELIMINARY

1

- (a) The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of incorporation of the Company) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association. References herein to Regulations are to Regulations in the said Table A unless otherwise stated.
- (b) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment or any statutory re-enactment thereof and any provisions of the Companies Act 2006 for the time being in force.
- (c) Regulations 3, 32, 34, 35, and 64 of Table A shall not apply to the company.

2 The Company may by Special Resolution:-

- (a) increase its Share Capital by such sum to be divided into Shares of such amount as the Resolution may prescribe;
- (b) consolidate and divide all or any of its Share Capital into Shares of a larger amount than its existing Shares;
- (c) subdivide its Shares, or any of them, into Shares of a smaller amount than its existing Shares;
- (d) cancel any Shares which at the date of the passing of the Resolution have not been taken or agreed to be taken by any person;
- (e) reduce its Share Capital and any Share Premium Account in any way.

SHARES AND SHARE CAPITAL

- 3** The share capital of the company is £55,000,000 divided into 55,000,000 Ordinary shares of £1 each.

4

- (a) Subject to sub-Article (b) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.
- (b) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated: and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.
- (c) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer of agreement which will or may require relevant securities to be allotted after the expiry of such authority.
- (d) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

- 5** The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (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 (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the 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 on a Share shall extend to any dividend or other amount payable in respect thereof.

GENERAL MEETINGS

- 6** A notice convening a General Meeting specify the general nature of the business to be transacted;

- 7 Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

- 8 Unless and until the Company in General Meeting shall otherwise determine there shall not by any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.
- 9 The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
- 10 A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and clause 94 of Table A shall be modified accordingly.

DIRECTORS' CONFLICTS OF INTEREST

- 11 Subject to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), and provided that he has disclosed to the Directors the nature and extent of any interest of his in respect of paragraphs 1.1 to 1.4, and the nature of any interest of his in respect of paragraph 1.5, a Director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with any Relevant Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or otherwise interested in, any Relevant Company or in which the Company is otherwise interested;
 - (c) may represent the interests of a Member of the Company whose interests may conflict, from time to time, with the interests of the Company;
 - (d) may have an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (e) may hold an interest in:
 - i. a Member of the Company; and/or

- ii. a Relevant Company which Controls, is Controlled by or is under Common Control with the Member.
- (f) shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in a Relevant Company or for such remuneration (as referred to in paragraphs 1.1 to 1.5 above) and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit;
- (g) shall not be required:
 - i. to disclose to the Company or to the Directors, or to any Director, officer or employee of the Company, information which he receives otherwise than by virtue of his position as Director, in respect of which he owes a duty of confidentiality to a person other than the Company, to the extent that disclosure of such confidential information would amount to a breach of confidence to that person ("**Confidential Information**"); or
 - ii. to otherwise use or apply such Confidential Information for the purpose of or in connection with the performance of his duties as a Director; and
- (h) shall be entitled to disclose to the Members which appointed him as Director such information concerning the business and affairs of the Company as he sees fit.

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

- (a) absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and
- (b) not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information;
- (c) subject to paragraph 2.3, on any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed);
- (d) if a question arises at any time as to the materiality of a Director's interest or as to his entitlement to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman

of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or extent of the interest of such Director has not been fairly disclosed; and

- (e) where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments 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 in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

13 For the purposes of Articles 20 and 21:

- (a) **"Connected Person"** shall have the meaning given to that expression in Section 839 of the Income and Corporation Taxes Act 1988;
- (b) **"Control"** means (either alone or acting in concert and directly or indirectly) being:
 - i. the beneficial owner of more than 50 per cent. of the issued share capital of or of the voting rights in a body corporate, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association (or equivalent), shareholders' agreement or any other document regulating the affairs of that body corporate;
 - ii. his or its Connected Person; or
 - iii. otherwise able to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person or Relevant Company (either alone or acting in concert), and
- (c) **"Controlled"** and **"Controlling"** shall be construed accordingly and being under **"Common Control"** shall mean where persons or the Relevant Company are each Controlled directly or indirectly by the same person or the Relevant Company (either alone or acting in concert);
- (d) **"Relevant Company"** shall mean:
 - i. the Company;
 - ii. a subsidiary undertaking of the Company;
 - iii. any holding company of the Company or a subsidiary undertaking of any such holding company;
 - iv. any body corporate promoted by the Company; and
 - v. any body corporate in which the Company is otherwise interested; and

(e) **"Member"** means a holder of shares in the Company.

- 14** Subject to the provisions of the Articles the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of Directors, which may be held at any place within the United Kingdom or elsewhere as the Directors think fit. Notice of meeting shall be given to every Director, whether within the United Kingdom or not, by contacting the Director at his usual residential or business address, so far as the same is known to the Company, but no notice is required to be given to any Director who is on vacation. The first two sentences of Regulation 88 of Table A shall not apply.
- 15** Any Director shall be treated as present at a meeting of the Directors if he is in telephonic communication with the meeting by means of which all persons participating in the meeting can hear each other, provided all Directors present or to be present at such meeting have first agreed to the holding of meetings in such manner.

TRANSFER OF SHARES

- 16** The Directors may, in their absolute discretion, and without assigning any reason thereof, decline to register any transfer of any share, whether or not it is a fully paid share; and Clause 24 of Table A shall be modified accordingly.

INDEMNITY

17

- (a) Subject to the provisions of, and so far as may be permitted by and consistent with the Act and the Companies Act 2006, every Director and officer of the Company and of each of the Associated Companies of the Company shall be indemnified by the Company out of its own funds against:
- i. any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company of the Company other than:
 - any liability to the Company or any Associated Company; and
 - any liability of the kind referred to in Section 234(3) of the Companies Act 2006; and
 - ii. 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 and/or otherwise in relation to or in connection with his duties, powers or office.
- (b) Subject to the Act and the Companies Act 2006 the Company may indemnify a Director of the Company and any Associated Company of the Company if it is

the trustee of an occupational pension scheme (within the meaning of Section 235(6) of the Companies Act 2006).

- (c) Where a Director or officer is indemnified against any liability in accordance with this Article 13, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.
- (d) In this Article "Associated Company" shall have the meaning given thereto by Section 256 of the Companies Act 2006.
- (e) Regulation 118 shall not apply.

INSURANCE

18

- (a) Without prejudice to paragraph 13 above, the Directors shall have power to purchase and maintain insurance for or for the benefit of (i) any person who is or was at any time a Director or officer of any Relevant Company (as defined in paragraph 14.2 below), or (ii) any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto).
- (b) For the purpose of paragraph 14.1 above "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

DEFENCE FUNDING

19

- (a) Subject to the provisions of and so far as may be permitted by the Act and the Companies Act 2006, the Company:
 - i. may provide a Director or officer of the Company or any Associated Company 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 negligence, default, breach of duty or breach of trust

by him in relation to the Company or an Associated Company of the Company or in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

- ii. may do anything to enable any such Director or officer to avoid incurring such expenditure.
- (b) The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 13.
- (c) Subject to the provisions of and so far as may be permitted by the Act and the Companies Act 2006, the Company:
- i. may provide a Director or officer of the Company or any Associated Company of the Company with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company of the Company; and
 - ii. may do anything to enable any such Director or officer to avoid incurring such expenditure.
- (d) In this Article 15 "Associated Company" shall have the meaning given thereto by Section 256 of the Companies Act 2006.

OVERRIDING PROVISIONS

- 20** Any member holding, or any members together holding, shares carrying not less than 90 per cent of the votes which may for the time being be cast at a general meeting of the Company may at any time and from time to time:-
- (a) appoint any person to be a Director (whether to fill a vacancy or as an additional Director);
 - (b) remove from office any Director howsoever appointed but so that if he holds an appointment to an executive office which thereby automatically determines such removal 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 him and the Company;
 - (c) by notice to the Company require that no unissued shares shall be issued or agreed to be issued or put under option without the consent of such member or members;
 - (d) restrict any or all powers of the Directors in such respects and to such extent as such member or members may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the member or members. 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 hereunder or as to whether any requisite consent of such member or members 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.

To the extent of any inconsistency this Article shall have overriding effects as against all other provisions of these Articles.

Registered Number: 3101526

The Companies Act 1985

Unlimited Company Having A Share Capital

**MEMORANDUM
AND ARTICLES
OF ASSOCIATION**

SC INVESTMENTS NUMBER 2
