COMPANIES REGISTRATION OFFICE
AN OIFIG UM CHLÁRÚ CUIDEACHTAÍ

Gazette

ISSUE ID: 0000/2026/N/1
CROSS BORDER MERGER GROUPINGS
25 November 2026

CROSS BORDER MOBILITY SUBMISSIONS RECEIVED BETWEEN 18-NOV-26 AND 24-NOV-26

Company Number	Company Name	Document	Date of Receipt	Company Number	Company Name	Document	Date of Receipt
396330	BARCLAYS Europe SE	Societas Europaea	23/11/2026				

CRO AN OIFIG UM CHLÁRÚ CUIDEACHTAÍ COMPANIES REGISTRATION OFFICE

SE1

Formation by merger of Societas Europaea (SE) to be registered in Republic of Ireland

Articles 2(1) and 25(2) Council Regulation 2157/2001
Regulations 4(1)(a) and 28 (European Communities)(European Public Limited-Liability Company)) Regulations 2007
Section 22(2)/24 Companies Act 2014

7524922

CRO receipt date stamp & barcode

Company number
(to be allocated by CRO on registration)

Tick box if bond is attached ☐
note nine

Please complete using black typescript or BOLD CAPITALS, referring to explanatory notes

SE name
in full/note one

Barclays Europe SE

Registered office
note two

One Molesworth Street, Dublin 2, Dublin, D02RF29, Ireland

Postcode D02 RF29

☐ *Please tick box if the registered office address is that of a Registered Office Agent (ROA).*

The company's registered office is in the care of a specified agent, being an agent who has an office in the State and who is approved by the Registrar for this purpose.

Registered Office Agent Company Name:

Registered Office Agent Company Number:

Proposed financial year end
note three

Day	Month	Year
31	12	2026

Attached documents
note four

Please confirm that the following documents are attached to this form:

☑ Statutes of SE

☑ Office copy of the High Court order conclusively attesting to the completion of the pre-merger acts and formalities in respect of any merging Irish-Registered company

☑ Certified copy of the decision of the court(s), notary(ies) or other competent authority(ies) attesting to the completion of the pre-merger acts and formalities in respect of any Irish-registered company

Presenter details
note seven

Name	A&L Goodbody LLP		
Address	25 North Wall Quay		
	north Wall, Dublin 1, D01 H104		
Telephone number	016492916	Fax number	
Email	edavis@algoodbody.com	Contact Person	Emily Davis
DX number/Exchange	29	Reference number	01449643

Statutes
delivered by an agent

Where a person as agent for the subscribers to the statutes delivers the statutes to the Registrar of Companies, place a tick in the box below and give the agent's details.

☐

Name

Address

Secretary details

Please give details below of the person, or body corporate, who has consented in writing to become secretary.

Surname: Penin

Forename: Genevieve
note five

Former surname:

Former forename:
note six

Date of birth: Day 23 Month 03 Year 1972

Number of Body Corporate (if applicable):

Body Corporate Name (if applicable):

Residential address or registered office (as applicable)
note five: 75 Avenue du Louvre, Versailles, France

Postcode: 78000

Register
note five
(body corporate only)

Consent: I hereby consent to act as secretary of the aforementioned SE and I acknowledge that as secretary, I have legal duties and obligations imposed by the Companies Act and other statutes and at common law

Signature: G. Penin

Date: 20/10/2026

Company email address

Please nominate an email address. The certificate of incorporation will issue to this email address in electronic format. This is required information.

edavis@algoodbody.com

Director details
including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors. *note eight*

Surname: Ceccato
Former surname:
Forename: Francesco
Former forename: *note six*
note five

Date of birth: Day 02 Month 02 Year 1970

Residential address *note five*: Apartment 1604, The Hailing Station, Capital Dock Residence, 82 Sir John Rogerson's Quay, Dublin 2, Ireland

Postcode: D02PN53
☑ EEA resident *note nine*

Business occupation: BANKER
Nationality: Italy

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature]
Date: 19.10.26

Surname:
Former surname:
Forename:
Former forename: *note six*
note five

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Director details
including shadow alternate directors

Please give details below of the persons who have consented in writing to become directors.
note eight

Surname: Allerton
Forename(s) *note two*: Jennifer Margaret
Former surname: N/A
Former forename(s) *note six*: N/A

Date of birth: Day 06 Month 12 Year 1951

Residential address *note two*: Stadelstrasse 19, HORW, CH-6048, Switzerland

Postcode: CH-6048
☐ EEA resident *note nine*

Business occupation: DIRECTOR
Nationality: United Kingdom

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature]
Date: 19/10/2026

Surname:
Forename(s) *note two*:
Former surname:
Former forename(s) *note six*:

Date of birth: Day __ Month __ Year ____

Residential address *note two*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Director details
including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors.
note eight

Surname: Boris
Forename *note five*: Etienne Alain
Former surname:
Former forename *note six*:

Date of birth: Day 20 Month 02 Year 1956

Residential address *note five*: 153 Avenue des Tulipes, 40150 Hossegor, France

Postcode: 40150
☑ EEA resident *note nine*

Business occupation: DIRECTOR
Nationality: France

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature]
Date: 19 October 2026

Surname:
Forename *note five*:
Former surname:
Former forename *note six*:

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Director details
including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors. *note eight*

Surname: Martino
Former surname:
Forename: Gian Marco *note five*
Former forename: *note six*

Date of birth: Day 26 Month 07 Year 1969

Residential address *note five*: Apartment 806, The Keystone, Capital Dock residence, 2 Stevens Walk, Dublin, Dublin 2, Ireland

Postcode: D02F673
☑ EEA resident *note nine*

Business occupation: Chief Financial Officer
Nationality: Italy

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature]
Date: 19/10/2026

Surname:
Former surname:
Forename: *note five*
Former forename: *note six*

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Director details
Including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors. *note eight*

Surname: Matherat
Former surname:
Forename: Sylvie
Former forename *note six*:
note five

Date of birth: Day 06 Month 05 Year 1962

Residential address *note five*: 22 via Mercato, 20121 Milan, Italy

Postcode: 20121
☑ EEA resident *note nine*

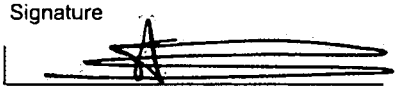
Business occupation: Director
Nationality: France

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: 
Date: 19/10/2026

Surname:
Former surname:
Forename:
Former forename *note six*:
note five

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Director details
including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors.
note eight

Surname: Nader
Former surname:
Forename: Joanna
Former forename: *note six*
note five

Date of birth: Day 17 Month 05 Year 1970

Residential address: 4 Copperfield Mews, London, United Kingdom
note five

Postcode: E26DE
☐ EEA resident *note nine*

Business occupation: DIRECTOR
Nationality: United Kingdom

Alternate director ☐ *note ten*
Full director appointing alternate director *note ten*

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: Joanna Nader.
Date: 19 OCTOBER 2006

Surname:
Former surname:
Forename:
Former forename: *note six*
note five

Date of birth: Day Month Year

Residential address: *note five*

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director ☐ *note ten*
Full director appointing alternate director *note ten*

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature
Date

Director details
Including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors. *note eight*

Surname: Dumas
Forename *note five*: Claire
Former surname:
Former forename *note six*:

Date of birth: Day 23 Month 04 Year 1969

Residential address *note five*: 11 Chemin de la Plage, Saint Florent, France

Postcode: 20217
☑ EEA resident *note nine*

Business occupation: DIRECTOR
Nationality: France

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: C Dumas
Date: 21/10/2026

Surname:
Forename *note five*:
Former surname:
Former forename *note six*:

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
☐ EEA resident *note nine*

Business occupation:
Nationality:

Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature

Date

Director details
Including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors. *note eight*

Surname	Stock da Cunha
Forename *note five*	Eduardo
Former surname	
Former forename *note six*	
Date of birth (Day Month Year)	03 08 1962
Residential address *note five*	Rua Antonio Maria Cardoso 1 2o andar, Lisboa, Portugal
Postcode	1200-026
EEA resident *note nine*	☑
Business occupation	DIRECTOR
Nationality	Portugal
Alternate director *note ten*	☐
Full director appointing alternate director *note ten*	

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature] Date: 20 OCTOBER 2026

Surname	
Forename *note five*	
Former surname	
Former forename *note six*	
Date of birth (Day Month Year)	
Residential address *note five*	
Postcode	
EEA resident *note nine*	☐
Business occupation	
Nationality	
Alternate director *note ten*	☐
Full director appointing alternate director *note ten*	

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: Date:

Director details
including shadow/ alternate directors

Please give details below of the persons who have consented in writing to become directors.
note eight

Surname: Lebot
Former surname: Kamitsis
Forename: Dioni-Catherine
Former forename *note six*:
Forename *note five*:

Date of birth: Day 15 Month 07 Year 1962

Residential address *note five*: Dompoli 36 Athens, Greece

Postcode: 11636
EEA resident *note nine*: ☑
Business occupation: DIRECTOR
Nationality: France
Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number
See Continuation Page		

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature: [signature]
Date: 20/10/2026

Surname:
Former surname:
Forename:
Former forename *note six*:
Forename *note five*:

Date of birth: Day Month Year

Residential address *note five*:

Postcode:
EEA resident *note nine*: ☐
Business occupation:
Nationality:
Alternate director *note ten*: ☐
Full director appointing alternate director *note ten*:

Other directorships

Company/SE *note eleven*	Place of incorporation	Company number

Barclays Corporate Bank
27 OCT 2026
1 Molesworth St, Dublin

Consent: I hereby consent to act as director of the aforementioned SE and I acknowledge that as director, I have legal duties and obligations imposed by the Companies Act, other statutes and at common law.

Signature:
Date:

Merger details

Type of merger *note four*

☑ By acquisition ☐ By formation of a new SE

Details of merging companies

Company name	Registered number *if applicable*
Barclays Bank Ireland Public Limited Company	396330

Name of Member State and address of registry where documents are filed

Ireland

Companies Registration Office, Bloom House, Gloucester Place Lower, ~~Mount~~ DUBLIN 1

Registered office address

One Molesworth Street, Dublin 2, Dublin, D02 RF29, Ireland

Company name	Registered number *if applicable*
Barclays ADF	982635112 R.C.S. Paris

Name of Member State and address of registry where documents are filed

France

R.C.S. Paris, Greffe du Tribunal de Commerce de Paris, 1 Quai de la Corse, 7

Registered office address

34-36 , avenue de Friedland, 75008 Paris, France

Subscribers to statutes

note twelve

Signature(s)	Subscriber (Tick one box only)	Agent (Tick one box only)	Date
(Director Barclays International Holdings Limited)	☑	☐	14 Oct 26
	☐	☐	
(authorised representative for and on behalf of Barclays Bank PLC)	☑	☐	15/10/26
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	

SE capital statement

note thirteen

Total value authorised shares: €/_ 5,000,000,000.00

Total number authorised shares: 5,000,000,000.00

made up as follows:

Class of authorised shares	Number in each class	Value per share €/_
Ordinary	5,000,000,000.00	€1.00

Total value issued shares: €/_ 898,676,082.00

Total number issued shares: 898,676,082.00

made up as follows:

Class of shares issued	Number in each class	Consideration for each share *note fourteen*
Ordinary	898,676,082.00	€1.00

Declaration of compliance and section 24 declaration

note fifteen

I
name in bold capitals: GENEVIEVE PENIN

of
residential address: 75 avenue du Lourco
78 000 VERSAILLES (FRANCE)

do solemnly and sincerely declare that I am a *note four*

☐ Director ☒ Secretary ☐ Lawyer engaged in the formation of the company *note sixteen*

and that all the requirements of the Companies Act in respect of the registration of the said SE, and of matters precedent and incidental thereto have been complied with and that Form SE1 has been completed in accordance with the Notes on Completion of Form SE1.

I further declare that the purpose, or one of the purposes, for which the SE is being formed is the carrying on by it of an activity in the State and that it appears to me that either

(a) the activity can be classified in accordance with the relevant classification system as follows:

NACE Code ☐☐ – ☐☐
note seventeen

and that the general nature of the activity is *note eighteen*

or (b) **that** the activity cannot be so classified but is precisely described as follows: *note eighteen*

I further declare that the place or places in the State where it is proposed to carry on the activity is/are *note nineteen*

and that the place where the central administration of the SE will normally be carried on will be *note nineteen*

I further declare that pursuant to Article 2(1) of Council Regulation 2157/2001/EC the aforementioned public limited companies are formed under the law of a Member State and have registered offices and head offices within the Community and

☑ each of at least two of them is governed by the law of a different Member State

or where any of the aforementioned public limited companies does not have its head office in the Community,

☐ said company has a real and continuous link with a Member State's economy

I further declare that this form has been fully and accurately completed.

Signature of declarant *name as at top of page*

G. Penin

This 22 day of October 20 26

NOTES ON COMPLETION OF FORM SE1

These notes should be read in conjunction with the relevant legislation.

General This form must be completed correctly, in full and in accordance with the following notes. Every section of the form must be completed. Where "not applicable", "nil" or "none" is appropriate, please state.

Where the space provided on Form SE1 is considered inadequate, the information should be presented on a continuation sheet in the same format as the relevant section in the form. The use of a continuation sheet must be so indicated in the relevant section.

For the purposes of this form, "Member State" means a state which is or at any time becomes a Contracting Party to the Agreement on the European Economic Area signed at Oporto on 2nd May 1992 as adjusted by the Protocol signed at Brussels on the 17th May 1993, and any reference to "Community" includes the European Economic Area.

note one The proposed name must be given in full and can either be preceded or followed by the abbreviation SE. The proposed name must correspond **exactly** with the SE name given on the accompanying documents.

note two The SE's registered office must be located within the Republic of Ireland. A **full** postal address to which post is capable of being readily delivered by the postal service must be given. A P.O. Box will not suffice. If the address of the registered office is placed in the care of a Registered Office Agent, who has been approved by the CRO, then form B2 would only be completed in the future to note the cessation of appointment of the Registered Office Agent.

note three Please give details of the proposed financial year-end. Pursuant to Regulation 33, the registrar will assign to the SE an annual return date for the purposes of section 343 of the Companies Act 2014 and will have regard in this context to the SE's financial year-end.

note four Please tick the relevant box(es). The competent authority for the Republic of Ireland is the High Court and an office copy of the court order should be attached in respect of any Irish-registered company involved in the merger.

note five Insert full name (initials will not suffice) and the usual residential address. Where the secretary is a firm, the name of the firm and registered address ought to be stated and the register where it is registered. Where a person is signing on behalf of a firm which is the secretary, he/she should state that he/she is signing for and on behalf of the SE for which he/she is acting as secretary. His/her name should be printed in bold capitals or typescript below the signature. All secretaries must be over the age of 18 years. (s.131 CA 2014).

note six All directors and secretaries must be over the age of 18 years. (s.131 CA 2014). Any former forename and surname must also be stated. However, it does not include the following: (a) In the case of a person usually known by a title different from his/her surname, the name by which he/she is known previous to the adoption of a succession to the title; (b) in the case of any person, a former forename or surname where the forename or surname was changed or disused before the person bearing the name attained the age of 18 years or has been changed or disused for a period of not less than 20 years; (c) in the case of a married person or civil partner, the name or surname by which he/she was known previous to his/her marriage or civil partnership.

note seven This section must be completed by the person who is presenting the form to the CRO. This may be either the applicant or a person on his/her behalf.

note eight Where a person who has consented to be a director of this SE is currently disqualified under the law of another state from being appointed or acting as a director or secretary of a body corporate or undertaking, he/she must complete Form B74 which must be submitted to CRO **with** Form SE1. Otherwise he/she will be deemed to be disqualified from acting as a director of an Irish-registered SE for the balance remaining of his/her foreign disqualification. 'Shadow director' means a person in accordance with whose directions or instructions the directors of a SE are accustomed to act.

note nine Every SE with a registered office in the Republic of Ireland must have a minimum of two directors, at least one of which is European Economic Area (EEA) resident full director or a bond pursuant to s137(2) Companies Act 2014. Note that an EEA-resident alternate director is not sufficient for the purposes of s137 of the Act. Place a tick in the "EEA resident" box if the director is resident in a member State in accordance with s137 of the Act. If no full director is so resident, a valid bond must be furnished **with** the application. For further information on the bond, see CRO's Information Leaflet No. 17.

note ten Tick the box if the director appointed is an alternate/substitute director. Where the box is ticked, the name of the full director appointing the alternate/substitute director must also be inserted in the space provided.
If the SE's statutes so permit and subject to compliance with those statutes, a director may appoint a person to be an alternate/substitute director on his/her behalf. The appointment of any person to act as director is notifiable by a SE to the CRO, regardless of how that appointment is described. The SE is statutorily obliged to notify the CRO of the addition to and removal of each person from its register of directors. In the event that a full director who has appointed an alternate director ceases to act as a director, the SE is required to notify the CRO of the termination of appointment of the full director **and** his/her alternate. Note: CRO accepts no responsibility for maintaining the link between a full director and his/her alternate.

note eleven State the name, place of registration and registration number of other bodies corporate, whether incorporated in the Republic of Ireland or elsewhere, of which the person is or has been a director. Exceptions to this rule are made for bodies (a) of which the person has not been a director at any time during the past 5 years; (b) which is held or was held by a director in bodies corporate of which the company is (or was) the wholly owned subsidiary or which are or were the wholly owned subsidiaries either of the company or of another body corporate of which the company is or was the wholly owned subsidiary.
Pursuant to s142(1) Companies Act 2014, a person shall not at a particular time be a director of more than 25 companies. However, under s142(3) of the Act, certain directorships are not reckoned for the purposes of s142(1).

note twelve The subscribers in this section **must** correspond with the subscribers to the accompanying statutes except where an agent signs this section on behalf of the subscriber(s). Where the space is inadequate, the signatures must be presented on a continuation sheet in the **same format** as this section.

note thirteen Where applicable, the details must correspond **exactly** with the share details given in the accompanying statutes.
The share capital must be expressed in euro and the subscribed share capital must not be less than €120,000.

note fourteen Indicate cash or stock.

note fifteen The declaration is a declaration of compliance with all the legal requirements relating to the formation by merger of a SE to be registered in the Republic of Ireland. As the declaration confirms that all other registration requirements have been completed, it must be signed after the form has been completed in full, and so the date of declaration must not predate the dates of other signatures which appear on the form and accompanying documents.

note sixteen The lawyer must be entitled to pursue his/her professional activities under one of the denominations laid down in Council Directive 77/249/EEC or Council Directive 98/5/EC.

note seventeen Complete this portion of the declaration only if the merger is not by acquisition but results in the formation of a new SE. The NACE code is the common basis for statistical classifications of economic activities within the E.U. The code is available on www.cro.ie. The four digit NACE code and general nature of the activity **must** correspond with the proposed SE's principal objective in the accompanying statutes. Where there are two or more activities, give details of the principal activity.

note eighteen Complete this portion of the declaration only if the merger is not by acquisition but results in the formation of a new SE. As all activities can be classified under the NACE code, it should rarely be necessary to complete (b).

note nineteen Complete this portion of the declaration only if the merger is not by acquisition but results in the formation of a new SE. Full postal address must be given. A P.O. Box will not suffice. The place where the central administration of the SE will normally be carried on is equivalent to the head office of the SE.

Further information

CRO address When you have completed and signed the form, please send with the prescribed fee and accompanying documents to the Registrar of Companies at:

New Companies Section,
Bloom House,
Gloucester Place Lower,
Dublin 1.

Payment If paying by cheque, postal order or bank draft, please make the fee payable to the Companies Registration Office. Cheques or bank drafts must be drawn on a bank in the Republic of Ireland.

Please *carefully* study the explanatory notes overleaf. A Form SE1 that is not completed correctly or is not accompanied by the correct documents or fee is liable to be rejected and returned to the presenter by the CRO.

FURTHER INFORMATION ON COMPLETION OF FORM SE1, INCLUDING THE PRESCRIBED FEE, IS AVAILABLE FROM www.cro.ie OR BY E-MAIL info@cro.ie

COMPANIES ACT 2014

SOCIETAS EUROPAEA

CONSTITUTION

of

Barclays Europe SE

Incorporated 12 January 2005

A&L GOODBODY LLP

COMPANIES ACT 2014

SOCIETAS EUROPAEA

MEMORANDUM OF ASSOCIATION

of

Barclays Europe SE

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1 The name of the Company is Barclays Europe SE.

2 The company is a Societas Europaea for the purposes of Part 17 of the Companies Act 2014.

3 The objects for which the Company is established are:

3.1 To carry on the business of banking in all its branches and departments, including borrowing, raising or taking up money; lending or advancing (with or without security) money, securities and property; discounting, buying and selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments and securities, whether transferable or negotiable or not; granting and issuing letters of credit guarantees and similar instruments; buying, selling and dealing in bullion and specie; acquiring, holding, issuing on commission, underwriting and dealing with stocks, funds, shares, debentures, debenture stock, bonds, obligations, securities and investments of all kinds; the negotiating of loans and advances; receiving money and valuables on deposit, or for safe custody or otherwise; collecting and transmitting money and securities; managing property, and transacting all kinds of agency business commonly transacted by bankers.

3.2 To provide and undertake all manner of financial services including (but without limitation to the generality of the foregoing), providing asset financing of all types whatsoever by way of loan, hire purchase, lease, rental, credit sale, factoring or other appropriate methods of financing to persons wherever situate in any currency whatsoever, making, drawing, accepting, endorsing, issuing, discounting, buying, selling and generally dealing in bills of exchange, promissory notes, coupons, bank order, drafts, bills of lading, warrants, bonds, debenture, certificates, scrip and other instruments and securities, whether transferable or negotiable or not; granting and issuing bankers' cards, cheque guarantee and cash cards, credit cards, debit cards and all other appropriate instruments, cards or devices; granting and issuing letters of credit, guarantees, travellers cheques and similar instruments; buying, selling, dealing and engaging in other transactions of any description (whether on an exchange or otherwise and whether or not collateralised), sale and repurchase transactions, sell/buy back transactions, securities lending and similar transactions; granting or contracting for open general credits, with or without security, receiving money on deposit or current account at interest or otherwise, or for safe custody; receiving securities, valuables and other property on deposit, or for safe custody, or otherwise; transacting business in relation to all kinds of payment or transfer systems or other methods used by bankers or others for the transfer of funds and settlement of debts or transactions (whether in securities or otherwise); owning, controlling, managing, sponsoring or otherwise participating in any fashion whatsoever in electronic commerce initiatives or projects; managing property and generally

transacting all kinds of business transacted by bankers; and, in relation to any of the foregoing, doing so by or through any medium or means.

3.3 To trade in securities and to issue, acquire, dispose of, invest in and/or hold either in the name of the Company or in that of any nominee, any shares, stocks, warrants, units, participation certificates, debentures, debenture stock, bonds, obligations, loans, loan stock, notes, loan notes, promissory notes, commercial paper, certificates of deposit, bills of exchange, trade bills, treasury bills, futures contracts, swaps, options contracts, forward rate agreements, policies of assurance, currencies, money market instruments and financial instruments and securities of whatsoever nature issued or guaranteed by any company wherever incorporated or carrying on business or by any partnership, trust, unit trust, mutual fund or other collective investment scheme of whatsoever nature wherever formed or registered or carrying on business or guaranteed by any government, sovereign, ruler, commissioners, public body or authority supreme, dependant, municipal, local or otherwise in any part of the world and any present or future rights and interest to or in any of the foregoing, and from time to time acquire, invest in, and vary, exchange, grant, sell and dispose of options over any of the foregoing and to exercise and enforce all rights and powers conferred by or incidental to the ownership or holding of any of the foregoing or any legal or equitable interests therein.

3.4 To sell, discount, securitise or otherwise dispose of its receivables, loan receivables and lease rentals or other assets of any kind or to do any of the foregoing on behalf of any persons wherever situate.

3.5 To administer securities on behalf of third parties.

3.6 To undertake the collection of bills of exchange, money orders, cheques and similar papers.

3.7 To acquire all or part of a business or of a company, if such acquisition is an ancillary means of promoting the objects of the Company.

3.8 To carry on the business of financing or refinancing of assets of any nature whatsoever (including but not limited to financial assets), whether by way of loan, leasing, hire purchase, bailment, credit sale, conditional sale, factoring, discounting, forfaiting or by any other means which involves or has an effect equivalent to, the extension of credit and whether or not involving the creation of security or the acquisition or disposal by the Company at any time of the asset or assets being financed or refinanced.

For the purposes of the foregoing,

(a) "financial assets" shall include, but shall not be limited to, assets of a financial nature such as:

(i) invoices and all types of receivables;

(ii) obligations evidencing debt (whether secured or not) including loans and loan portfolios; and

(iii) bills of exchange, acceptances, documents of title relating to the movement of goods, and all types of negotiable or transferable instruments; and

(b) "financing or refinancing" shall include, but shall not be limited to, the financing or refinancing of the assets referred to in (i) under any receivables financing programme or by way of purchase and sale, assignment, novation, securitisation, unitisation, sub-participation, discounting, block discounting or in any other manner whatsoever;

3.9 To facilitate and encourage the creation, issue or conversion of and to offer for public subscription debentures, debenture stocks, bonds, obligations, shares, stocks, and securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertakings into companies.

3.10 To form, promote, acquire, finance, amalgamate with, subsidise and assist building societies, friendly societies, banks, unit trusts, insurance companies or other commercial undertakings of any kind, or any companies, corporations or syndicates of any kind, and to finance, subsidise or assist any firms or individuals, and to negotiate loans of every description with any government, state, municipal or other authority, corporation, company, syndicate, firm or person.

3.11 To act as trustee for the holders of or otherwise in relation to any stocks, shares, debentures, debenture stock, bonds or other securities or obligations issued or to be issued by any government, state, principality, local or other authority, municipal or other corporation, company or association, and generally to undertake and execute any trusts (whether public or private), the undertaking whereof it may seem desirable to undertake, and to undertake and execute anywhere in the world where it may be lawful to do so, and either alone or jointly with otherwise, and either in its own name or through or by means of an officer of or appointed by the Company, the office of receiver, trustee, custodian trustee, executor, administrator, committee, treasurer, comptroller, registrar, curator, accountant, or any other office of trust or confidence, and gratuitously or otherwise to perform and discharge the duties incident to any such office, and to transact all kinds of business arising in connection therewith and to keep for any company, corporation, government, state, principality, authority or body (supreme, municipal, local or otherwise) any register relating to any stocks, funds, shares or securities or any real or personal property of any kind, and to undertake any duties in relation thereto or to the registration of transfers, assignments, mortgages, charges, cautions, deeds, documents or things or the issue of certificates or otherwise, and to act as agent, attorney or nominee, solely or jointly for any person or persons, company, corporation, government, state, principality, authority or body (supreme, municipal, local or otherwise).

3.12 To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to enter into and carry into effect any arrangement for joint working in business or for amalgamation with any other company or association or any partnership or person carrying on any business within the objects of the Company.

3.13 To advance and lend to, or otherwise finance the operations or undertaking of, or extend credit to, any company, corporation, firm or person of whatever nature and wheresoever constituted or carrying on business, whether with or without security and on whatever terms as to interest, repayment and otherwise as may be agreed.

3.14 To engage, as principal or agent in foreign currency 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 and interest rate hedging arrangements and such other instruments as are similar to, or derivatives of any of the foregoing.

3.15 To provide financial advice and brokerage services including but not limited to currency and interest rate exposure management, balance sheet restructuring, fund management, treasury management, corporate finance, raising of debt, corporate acquisitions and disposals, reorganisations and issuance of shares and other securities.

3.16 To establish or promote or concur in establishing or promoting any company or companies for the purposes of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.

3.17 To undertake and carry out all kinds of trust and agency business and to act as managers of any syndicate.

3.18 To hold in trust as trustees or as nominees and to deal with, manage and turn to account, any real or personal property of any kind, and in particular shares, stocks, debentures, securities, policies, book debts, claims

and choses in actions, lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences, and any interest in real or personal property, and any claims against such property or against any person or company.

3.19 To constitute any trusts with a view to the issue of preferred and deferred or other special stocks or securities based on or representing any shares, stocks and other assets specifically appropriated for the purpose of any such trust and to settle and regulate and if thought fit to undertake and execute any such trusts and to issue dispose of or hold any such preferred, deferred or other special stocks or securities.

3.20 To undertake and carry on the business of any investment holding company.

3.21 To invest the capital and other monies of the Company in the purchase or upon the security of shares, stocks, debentures, debenture stock, bonds, bills, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wheresoever constituted or carrying on business and in the purchase or upon the security of shares, stocks, debentures, debenture stock, bonds, bills, mortgages, obligations, and securities of any kind issued or guaranteed by any government, state, dominion, colony, sovereign, ruler, commissioners, trust, public, municipal, local or other authority or body of whatsoever nature wheresoever situated.

3.22 To acquire any such shares, stocks, debentures, debenture stock, bonds, bills, mortgages, obligations and securities by subscription, syndicate participation, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

3.23 To sell, realise, vary and transpose any investments or other property for the time being of the Company as may be deemed expedient, and so that nothing contained in any of the sub-clauses of this clause 3 shall authorise the Company to deal in investments or other property and so that all appreciations or surpluses realised upon or derived from the sale, realisation or payment off of investments or other property or from any variation or transposition of investments or other property or other realisations of capital assets shall be applied to capital purposes only and shall not be regarded or treated as profits of the Company available for dividend.

3.24 To act as managers, consultants, supervisors and agents of other companies or undertakings and to provide for such companies or undertakings, managerial, advisory, technical, purchasing, selling and other services; and to enter into such agreements as are necessary or advisable in connection with the foregoing.

3.25 To employ experts to investigate and examine the conditions, prospects, value, character and circumstances of any business concerns and undertakings, and generally of any assets, property or rights.

3.26 To purchase, take on lease or in exchange, or otherwise acquire and hold for investment any estate or interest in any lands, buildings, easements, rights, privileges, concessions, grants, patents, trade marks and any real and personal property of any kind.

3.27 To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock, commercial paper, bonds, notes, loan notes or other securities of any description.

3.28 To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments. Provided always that nothing herein contained shall empower the Company to act as stock and share brokers or dealers.

3.29 To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such

person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage or deal with any shares, debentures, debenture stock or securities so received.

3.30 To guarantee the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of this Company or not and to give all kinds of indemnities.

3.31 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (both present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of, and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of, any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by Section 8(1) of the Companies Act, 2014 or a subsidiary as therein defined of any such holding company or otherwise associated with the Company in business.

3.32 To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in, or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

3.33 To pay for any business, property or rights acquired by the Company wholly or partially in shares, debentures, debenture stock or other securities or obligations of the Company or belonging to the Company, and whether fully or partly paid, and as part of the terms of any such purchase or otherwise to grant options upon any unissued shares of the Company.

3.34 To grant, convey, transfer or otherwise dispose of any property or asset of the Company of whatever nature or tenure for such price, consideration, sum or other return whether equal to or less than the market value thereof and whether by way of gift or otherwise as the directors shall deem fit and in particular for shares (fully or partly paid), debentures, stocks or securities of any other company having objects altogether or in part similar to those of the Company and generally on such terms as the Company may determine, and to hold, deal with or dispose of any consideration so received and to grant any fee farm grant or lease or to enter into any agreement for letting or hire of any such property or asset for a rent or return equal to or less than the market or rack rent therefor or at no rent and subject to or free from covenants and restrictions as the directors shall deem appropriate.

3.35 Generally to sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company including any investments and securities acquired or agreed to be acquired and generally to vary the investments and securities of the Company from time to time.

3.36 To construct, erect and maintain buildings, houses, flats, shops and all other works, erections, and things of any description whatsoever either upon the lands acquired by the Company or upon other lands and to hold, retain as investments or to sell, let, alienate, mortgage, charge or deal with all or any of the same and generally to alter, develop and improve the lands and other property of the Company.

3.37 To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

3.38 To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

3.39 To procure the registration or incorporation of the Company in or under the laws of any place outside the State.

3.40 To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

3.41 To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business, or the relations, connections, or dependants of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.

3.42 To provide for the welfare of persons in the employment of or holding office under or formerly in the employment of or holding office under the Company including (without limitation) directors and ex-directors of the Company and the wives, widows and families, dependants or connections of all such persons by grants of money, pensions or other payments and by forming and contributing to pension, provident or benefit funds or profit sharing or co-partnership schemes for the benefit of such persons and to form, subscribe to or otherwise aid charitable, benevolent, religious, scientific, national or other institutions, exhibitions or objects which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operation or otherwise.

3.43 To remunerate by cash payments or allotment of shares or securities of the Company credited as fully paid up or otherwise any person or company for services rendered or to be rendered to the Company whether in the conduct or management of its business, or in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities of the Company or in or about the formation or promotion of the Company.

3.44 To distribute in specie or otherwise as may be resolved, any assets of the Company among its members and in particular the shares, debentures or other securities of any other company belonging to the Company or of which the Company may have the power of disposing.

3.45 To vest any real or personal property, rights or interest acquired or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

3.46 To transact or carry on any business which may seem to be capable of being conveniently carried on in connection with any of these objects or calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable any of the Company's property or rights.

3.47 To accept stock or shares in or debentures, mortgages or securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company, whether such shares shall be wholly or partly paid up.

3.48 To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary thereto and to issue shares as fully or in part paid up, and to pay out of the funds of the Company all brokerage and charges incidental thereto.

3.49 To procure the Company to be registered or recognised in any country or place.

3.50 To adopt such means of making known the business and services of the Company as may seem expedient, and in particular by advertising in the press and other accepted advertising media, by publishing brochures and by granting donations.

3.51 To do all or any of the matters hereby authorised in any part of the world or in conjunction with or as trustee or agent for any other company or person or by or through any factors, trustees or agents.

3.52 To make gifts or grant bonuses to the directors or any other persons who are or have been in the employment of the Company including substitute and alternate directors.

3.53 To do all or any of the things and 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.

3.54 To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

4 The liability of the members is limited.

5 The share capital of the Company is €5,000,000,000 divided into 5,000,000,000 Ordinary Shares of €1 each.

NOTE A: The objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in no wise limited or restricted by reference to, or inference from, the terms of any other paragraph.

NOTE B: It is hereby declared that the word "company" in this clause (except where it refers to this company) will be deemed to include any partnership or other body of persons, whether or not incorporated and whether formed in Ireland or elsewhere.

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ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

1 PRELIMINARY

The provisions of the Act which are stated therein to apply to a public limited company save to the extent that its constitution is permitted to provide or state otherwise will apply to the Company subject to alterations in these Articles, and will, so far as not inconsistent with these articles bind the Company and its members.

2 INTERPRETATION

In these articles, unless the context otherwise requires.

"Act" means the Companies Act 2014 (and shall include the SE Regulations and/or the Irish Regulations, where applicable);

"adoption date" means [•];

"articles" means these statutes as altered from time to time;

"auditors" means the auditors from time to time of the Company;

"board" means the board of directors from time to time of the Company or the directors present at a duly convened meeting of the directors at which a quorum is present;

"certificated" means, in relation to a share, a share which is not in uncertificated form;

"clear days" means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"company" includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the Act;

"competent authority" means: (i) the Central Bank or such other regulatory authority or supervisor in Ireland (or if the Company becomes domiciled in a jurisdiction other than Ireland, such other jurisdiction); and/or (ii) the European Central Bank or such other relevant European regulatory authority or supervisor, in each case having primary responsibility for the prudential supervision of the Company, and any successor or replacement thereto.

"CRR" means the Capital Requirements Regulation (EU) No. 575/2013, as the same may be amended or replaced from time to time.

"director" means a director of the Company;

"entitled by transmission" means, in relation to a share, entitled as a consequence of the death or bankruptcy of a member, or as a result of another event giving rise to a transmission of entitlement by operation of law;

"executed" includes, in relation to a document, execution under hand or under seal or by any other method permitted by law;

"holder" means, in relation to a share, the member whose name is entered in the register as the holder of that share;

"in writing" means in hard copy form or, to the extent permitted by the Act, in any other form;

"Ireland" means Ireland (excluding Northern Ireland) and "Irish" shall be construed accordingly;

"Irish Regulations" means the European Communities (European Public Limited Liability Company) Regulations 2007 (Statutory Instrument No. 21/2007) as amended from time to time;

"member" means a member of the Company;

"office" means the registered office of the Company;

"own funds instruments" has the meaning, at the relevant time, given to such term (or any other equivalent or successor term) in the CRR.

"paid", "paid up" and **"paid-up"** mean paid or credited as paid;

"register" means the register of members of the Company kept pursuant to section 169 of the Act or the register of securities (to be construed in accordance with section 1095 of the Act) and, where the context requires, any register maintained by the Company of persons holding any renounceable right of allotment of a share;

"representative" has the meaning given to it in article 56;

"seal" means the common seal of the Company or any official or securities seal that the Company may have or may be permitted to have under the Act;

"secretary" means the secretary of the Company and includes any joint, assistant or deputy secretary and a person appointed by the board to perform the duties of the secretary;

"SE Regulations" means Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European Company (**SE**);

"subsidiary undertaking" or **"holding undertaking"** is to be construed in accordance with section 275 the Act;

2.1 Unless the context otherwise requires, words and expressions to which a particular meaning is given by the Act, as in force when the articles are adopted, shall have the same meaning in the articles, except where the word or expression is otherwise defined in the articles.

2.2 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.

2.3 References to a **"meeting"** shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

2.4 A member is "**present**" at a meeting if the member (being an individual) attends in person or if the member (being a corporation) attends by its duly authorised representative, who attends in person, or if the member attends by his or her or its duly appointed proxy, who attends in person.

2.5 The *ejusdem generis* principle of construction shall not apply. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

2.6 The headings in the articles do not affect the interpretation of the articles.

2.7 References to a **"debenture"** include debenture stock.

2.8 References to any statutory provision or statute include all modifications thereto and all re-enactments thereof (with or without modification) and all subordinate legislation made thereunder in each case for the time being in force. This article does not affect the interpretation of article 2.2.

LIABILITY OF MEMBERS

3 LIMITED LIABILITY

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

4 ALLOTMENT AND PRE-EMPTION

4.1 Subject to the provisions of these articles relating to new shares, the shares shall be at the disposal of the directors, and they may (subject to the provisions of the Act) allot, grant options over or otherwise dispose (with or without conferring a right of renunciation) of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its shareholders, but so that no share shall be issued at a discount and so that, the amount payable on application on each share shall not be less than one-quarter of the nominal amount of the share and the whole of any premium thereon.

4.2 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine.

4.3 Without prejudice to the power conferred on the Company by article 4.1, the directors may on the allotment and issue of any shares impose restrictions on the transferability or disposal of the shares comprised in a particular allotment as may be considered by the directors to be in the best interests of the shareholders as a whole.

4.4 With the prior approval of the member(s):

4.4.1 The directors are, for the purposes of section 1021 of the Act, generally authorised to exercise all powers of the Company to allot and issue relevant securities (as defined by the said section 1021) up to the amount of the Company's authorised but unissued share capital as at the adoption date and to allot and issue any shares acquired by or on behalf of the Company pursuant to the provisions of the Act and held as treasury shares and, unless it is renewed or a longer period of time is allowed under applicable law, this authority shall expire five years from the adoption date.

4.4.2 The directors are hereby. empowered pursuant to sections 1022 and 1023(3) of the Act to allot equity securities within the meaning of the said section 1023 for cash pursuant to the authority conferred by article 4.4.1 as if section 1022 of the Act did not apply to any such allotment.

4.4.3 The Company may before the expiry of the authorities conferred by articles 4.4.1 and/or 4.4.2 make an offer or agreement which would or might require relevant securities (as defined in section

1021 of the Act) and/or equity securities (as defined in section 1023 of the Act), as the case may be, to be allotted after such expiry and the board may allot relevant securities and/or equity securities in pursuance of such an offer or agreement as if the authorities conferred by articles 4.4.1 and/or 4.4.2 had not expired.

4.5 The board may at any time after the allotment of a share, but before a person has been entered the register as the holder of the share, recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions as the board thinks fit.

5 POWER TO ISSUE DIFFERENT CLASSES OF SHARES

5.1 Subject to the Act and to the rights attached to existing shares, new shares may be issued with, or have attached to them, such rights or restrictions as either the Company may by ordinary resolution decide, or, if no such resolution is passed or so far as any pertinent resolution does not make specific provision, as the board may decide.

5.2 Subject to the Act and to the rights attached to existing shares, shares may be issued on terms that they are to be redeemed or, at the option of the Company or the holder, are liable to be redeemed, and the directors may determine the terms, conditions and manner of redemption of any such shares.

6 RIGHTS AND RESTRICTIONS ATTACHING TO SHARES

If rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to article 5, those rights and restrictions shall apply in place of any rights or restrictions that would otherwise apply by virtue of the Act in the absence of any provisions in the articles, as if those rights and restrictions were set out in the articles.

7 COMMISSION

The Company may exercise all the powers conferred or permitted by the Act of paying commission or brokerage. Subject to the Act, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

8 TRUSTS NOT RECOGNISED

Except as ordered by a court of competent jurisdiction or as required by law, the Company shall not recognise a person as holding a share on trust and shall not be bound by or otherwise compelled to recognise (even if it has notice of it) any interest in any share other than an absolute right in the holder to the whole of the share.

SHARE CERTIFICATES

9 RIGHT TO CERTIFICATE

9.1 A person (except a person to whom the Company is not required by law to issue a certificate) whose name is entered in the register as a holder of a certificated share is entitled, without charge, to receive within two months of allotment or lodgement with the Company of a transfer to him or her of those shares (or within any other period as the terms of issue of the shares provide) one certificate for all the certificated shares of a class registered in his or her name or, in the case of certificated shares of more than one class being registered in his or her name, to a separate certificate for each class of shares.

9.2 Where a member transfers part of his or her shares comprised in a certificate he or she is entitled, without charge, to one certificate for the balance of certificated shares retained by him or her.

9.3 The Company is not bound to issue more than one certificate for certificated shares held jointly by two or more persons and delivery of a certificate to one joint holder is sufficient delivery to all joint holders.

9.4 A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up on the shares. It shall be issued under a seal, which may be affixed to or printed on it, or in such other manner as the board may approve, having regard to the terms of allotment or issue of the shares.

10 REPLACEMENT CERTIFICATES

10.1 Where a member holds two or more certificates for shares of one class, the board may at his or her request, on surrender of the original certificates and without charge, cancel the certificates and issue a single replacement certificate for certificated shares of that class.

10.2 At the request of a member, the board may cancel a certificate and issue two or more in its place (representing certificated shares in such proportions as the member may specify), on surrender of the original certificate and on payment of such reasonable sum as the board may decide.

10.3 Where a certificate is worn out or defaced, the board may require the certificate to be delivered to it before issuing a replacement and cancelling the original If a certificate is lost or destroyed, the board may cancel it and issue a replacement certificate on such terms as to provision of evidence and indemnity and to payment of any exceptional out-of-pocket expenses incurred by the Company in the investigation of that evidence and the preparation of that indemnity as the board may decide.

LIEN ON SHARES

11 COMPANY'S LIEN ON SHARES NOT FULLY PAID

11.1 The Company has a first and paramount lien on all partly paid shares for an amount payable in respect of the share, whether the due date for payment has arrived or not. The lien applies to all dividends from time to time declared or other amounts payable in respect of the share.

11.2 The board may either generally or in a particular case declare a share to be wholly or partly exempt from the provisions of this article. Unless otherwise agreed with the transferee, the registration of a transfer of a share operates as a waiver of the Company's lien (if any) on that share.

12 ENFORCEMENT OF LIEN BY SALE

12.1 For the purpose of enforcing the lien referred to in article 11, the board may sell shares subject to the lien in such manner as it may decide provided that:

12.1.1 the due date for payment of the relevant amounts has arrived; and

12.1.2 the board has served a written notice on the member concerned (or on any person entitled by transmission to the shares) stating the amounts due, demanding payment thereof and giving notice that if payment has not been made within 14 clear days after the service of the notice that the Company intends to sell the shares.

12.2 To give effect to a sale, the board may authorise a person to transfer the shares in the name and on behalf of the holder (or any person entitled by transmission to the shares), or to cause the transfer of such shares, to the purchaser or his or her nominee. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity in or invalidity of the proceedings connected with the sale.

13 APPLICATION OF PROCEEDS OF SALE

The net proceeds of a sale effected under article 12, after payment of the Company's costs of the sale, shall be applied in or towards satisfaction of the amount in respect of which the lien exists. Any residue shall (on surrender to the Company for cancellation of any certificate for the shares sold, or the provision of an

indemnity as to any lost or destroyed certificate required by the board and subject to a like lien for amounts not presently payable as existed on the shares before the sale) be paid to the member (or person entitled by transmission to the shares) immediately before the sale.

CALLS ON SHARES

14 CALLS

The board may make calls on members in respect of amounts unpaid on the shares held by them respectively (whether in respect of the nominal value or a premium) and not by the terms of issue thereof made payable on a fixed date. Each member shall (on receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company at the time and place specified, the amount called as required by the notice. A call may be made payable by instalments and may, at any time before receipt by the Company of an amount due, be revoked or postponed in whole or in part as the board may decide. A call is deemed made at the time when the resolution of the board authorising it is passed. A person on whom a call is made remains liable to pay the amount called despite the subsequent transfer of the share in respect of which the call is made. The joint holders of a share are jointly and severally liable for payment of a call in respect of that share.

15 POWER TO DIFFERENTIATE

The board may make arrangements on the allotment or, subject to the terms of the allotment, on the issue of shares for a difference between the allottees or holders in the amounts and times of payment of a call on their shares.

16 INTEREST ON CALLS

If the whole of the amount called is not paid on or before the date fixed for payment, the person from whom it is payable shall pay interest on the unpaid amount This interest will run from the day the unpaid amount is due until the day it has been paid. The interest rate may be fixed by the terms of allotment or issue of the share or, if no rate is fixed, at such rate (not exceeding 20 per cent, per annum) as the board may decide the board may waive payment of the interest in whole or in part.

17 PAYMENT IN ADVANCE

The board may, if it thinks fit, receive from a member all or part of the amounts uncalled and unpaid on shares held by him or her. A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made. The Company may pay interest on the amount paid in advance, or on so much of it as from time to time exceeds the amount called on the shares in respect of which the payment in advance has been made, at such rate (not exceeding 20 per cent per annum) as the board may decide.

18 AMOUNTS DUE ON ALLOTMENT OR ISSUE TREATED AS CALLS

An amount (whether in respect of nominal value or a premium) which by the terms of issue of a share becomes payable on allotment or issue or on a fixed date shall be deemed to be a call. In case of non-payment, the provisions of these articles as to payment of interest, forfeiture or otherwise apply as if that amount had become payable by virtue of a call.

FORFEITURE

19 NOTICE IF CALL NOT PAID

If a member fails to pay the whole of a call or an instalment of a call by the date fixed for payment, the board may serve notice on the member or on a person entitled by transmission to the share in respect of which the

call was made demanding payment of the unpaid amount, on a date not less than 14 clear days from the date of the notice, together with any interest that may have accrued on it and all costs, charges and expenses incurred by the Company by reason of the non-payment. The notice shall state:

(a) the place where payment is to be made; and

(b) that if the notice is not complied with the share in respect of which the call was made will be liable to be forfeited.

20 FORFEITURE FOR NON-COMPLIANCE

If the notice referred to in article 19 is not complied with, a share in respect of which it is given may, at any time before the payment required by the notice (including interest, costs, charges and expenses) has been made, be forfeited by a resolution of the board. All dividends declared or other amounts due in respect of the forfeited share and not paid before the forfeiture shall also be forfeited.

21 NOTICE AFTER FORFEITURE

When a share has been forfeited, the Company shall serve notice of the forfeiture on the person who was before forfeiture the holder of the share or the person entitled by transmission to the share but no forfeiture is invalidated by an omission to give such notice. An entry of the fact and date of forfeiture shall be made in the register.

22 DISPOSAL OF FORFEITED SHARES

22.1 A forfeited share and all rights attaching to it shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture the holder thereof or to another person, on such terms and in such manner as the board may decide. The board may, if necessary, authorise a person to transfer a forfeited share to a new holder. The Company may receive the consideration (if any) for the share on its disposal and may register or cause the registration of the transferee as the holder of the share.

22.2 The board may, before a forfeited share has been sold, re-allotted or otherwise disposed of, annul the forfeiture on such conditions as it thinks fit.

22.3 A statutory declaration that the declarant is a director or the secretary and that a share has been forfeited or sold to satisfy a lien of the Company on the date stated in the declaration is conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share The declaration (subject if necessary to the transfer of the share) constitutes good title to the share and the person to whom the share is sold, re-allotted or disposed of is not bound to see to the application of the consideration (if any). His or her title to the share is not affected by an irregularity in or invalidity of the proceedings connected with the forfeiture or disposal.

23 ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE

A person whose share has been forfeited ceases on forfeiture to be a member in respect thereof and if that share is in certificated form, shall surrender to the Company for cancellation any certificate for the forfeited share. A person remains liable to pay all calls, interest, costs, charges and expenses owing in respect of such share at the time of forfeiture, with interest, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment or issue of such share or, if no rate is fixed, at such rate (not exceeding 20 per cent per annum) as the board may decide. The board may if it thinks fit enforce payment without allowance for the value of such share at the time of forfeiture or for any consideration received on its disposal.

24 SURRENDER

The board may accept the surrender of a share liable to be forfeited and in that case references in the articles to forfeiture include surrender.

TRANSFER OF SHARES

25 METHOD OF TRANSFER

A member may transfer all or any of his or her certificated shares by instrument of transfer in writing in any usual form or in any other form approved by the board, and the instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered on the register in respect thereof.

26 RIGHT TO REFUSE REGISTRATION

26.1 The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien.

26.2 If the directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

27 FEES ON REGISTRATION

No fee shall be charged for the registration of any instruments of transfer or other documents relating to or affecting the title to any share.

TRANSMISSION OF SHARES

28 ON DEATH

28.1 The Company shall recognise only the personal representative or representatives of a deceased member as having title to a share held by that member alone or to which he or she alone was entitled. In the case of a share held jointly by more than one person, the Company may recognise only the survivor or survivors as being entitled to it.

28.2 Nothing in the articles releases the estate of a deceased member from liability in respect of a share which has been solely or jointly held by him or her.

29 ELECTION OF PERSON ENTITLED BY TRANSMISSION

29.1 A person becoming entitled by transmission to a share may, on production of such evidence as, subject to the Act, the board may require as to his or her entitlement, elect either to be registered as a member or to have a person nominated by him or her registered as a member.

29.2 If he or she elects to be registered himself/herself, he or she shall give notice to the Company to that effect. If he or she elects to have another person registered, he or she shall execute an instrument of transfer of the share to that person.

29.3 All the provisions of the articles relating to the transfer of shares apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his or her death, bankruptcy or other event giving rise to a transmission of entitlement had not occurred.

29.4 The board may give notice requiring a person to make the election referred to in article 29.1. If that notice is not complied with within 60 days, the board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

30 RIGHTS ON TRANSMISSION

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share cease. The person entitled by transmission may, however, give a good discharge for dividends and other amounts payable in respect of the share and, subject to articles 29 and 106, has the rights to which he or she would be entitled if he or she were the holder of the share The person entitled by transmission is not, however, before he or she is registered as the holder of the share, entitled in respect of it to receive notice of or exercise rights conferred by membership in relation to meetings of the Company or a separate meeting of the holders of a class of shares.

FRACTIONS OF SHARES

31 FRACTIONS

31.1 If, as the result of consolidation and division or sub-division of shares, members would become entitled to fractions of a share, subject to the provisions of the Act, the board may on behalf of the members deal with the fractions as it thinks fit. In particular, the board may:

31.1.1 sell any shares representing fractions to a person (including, subject to the Act, to the Company) and distribute the net proceeds of sale in due proportion amongst the persons entitled or, if the board decides, some or all of the sum raised on a sale may be retained for the benefit of the Company; or

31.1.2 subject to the Act, allot or issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his or her holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such allotment or issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be).

31.2 Subject to the provisions of the Act, to give effect to a sale pursuant to article 31.1.1, the board may arrange for the shares representing the fractions to be entered in the register. The board may also authorise a person to transfer the shares to, or to the direction of, the purchaser. The purchaser is not bound to see to the application of the purchase money and the title of the transferee to the shares is not affected by an irregularity or invalidity in the proceedings connected with the sale.

31.3 If shares are allotted or issued pursuant to article 31.1.2, the amount required to pay up those shares may be capitalised as the board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to article 109. In relation to the capitalisation, the board may exercise all the powers conferred on it by article 109 without an ordinary resolution of the Company.

AMENDMENT OF THE CONSTITUTION; CHANGE OF COMPANY NAME

32 AMENDMENT OF THE CONSTITUTION

32.1 Subject to the Act, the Company may by special resolution:

32.1.1 alter or add to the Memorandum of Association with respect to any objects, powers or other matters specified therein or alter or add to these Articles; and

32.1.2 change the name of the Company.

GENERAL MEETINGS

33 ANNUAL GENERAL MEETINGS

Subject to the Act, the Company shall at least once in each calendar year, within 6 months of the end of its financial year hold an annual general meeting. Such meetings shall be convened by the board at such time and place as it thinks fit.

34 CONVENING OF GENERAL MEETINGS BY THE BOARD

The board may convene a general meeting whenever it thinks fit.

35 CONVENING OF GENERAL MEETINGS BY REQUIREMENT OF THE MEMBERS

The board, on the requirement of members pursuant to the Act, shall call a general meeting (i) within 21 days from the date on which the board becomes subject to the requirement, and (ii) to be held on a date not more than 28 days after the date of the notice convening the meeting. At a meeting convened on a requisition or by requisitionists no business may be transacted except that stated by the requisition or proposed by the board. A general meeting may also be convened in accordance with article 79.

36 LENGTH AND FORM OF NOTICE

36.1 Subject to sections 181 and 191 of the Act, an annual general meeting shall be called by not less than 21 clear days' notice in writing. All other general meetings shall be called by not less than 14 clear days' notice in writing.

36.2 The notice of meeting shall be given to the members (other than any who, under the provisions of the articles or the terms of allotment or issue of shares, are not entitled to receive notice), to the directors and to the auditors.

36.3 The board may determine that persons entitled to receive notices of meeting are those persons entered on the register at the close of business on a day determined by the board.

37 SHORT NOTICE

37.1 A general meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in article 36.1. be deemed to have been duly called if it is so agreed:

37.1.1 In the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat, and

37.1.2 In the case of any other general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 95 per cent in nominal value of the shares giving that right.

38 OMISSION TO SEND NOTICE

The accidental omission to give notice of a general meeting or to send, supply or make available any document or information relating to the meeting, or the non-receipt of any such notice, document or information by a person entitled to receive any such notice, document or information shall not invalidate the proceedings at that meeting.

39 POSTPONEMENT OF GENERAL MEETINGS

Subject to the Act, if the board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting at the time, date or place specified in the notice calling the general meeting, it may move and/or postpone the general meeting to another time, date and/or place. Subject to the Act, when a meeting is so moved and/or postponed, notice of the time, date and place of the moved and/or postponed meeting shall (if practical) be placed in at least two national newspapers in Ireland or on the website of the Company Notice of the business to be transacted at such moved and/or postponed meeting is not required. The board must take reasonable steps to ensure that members trying to attend the general meeting at the original time, date and/or place are informed of the new arrangements for the general meeting. Proxy forms can be delivered as specified in article 54. Any postponed and/or moved meeting may also be postponed and/or moved under this article.

PROCEEDINGS AT GENERAL MEETINGS

40 QUORUM

Subject to the Act, the quorum for a general meeting is two members present in person or by proxy and entitled to vote.

41 NO BUSINESS TO BE TRANSACTED UNLESS QUORUM PRESENT

No business may be transacted at a general meeting unless a quorum is present. The absence of a quorum does not prevent the appointment of a chairman in accordance with the articles, which shall not be treated as part of the business of the meeting.

42 PROCEDURE IF QUORUM NOT PRESENT

42.1 If a quorum is not present within thirty minutes (or such longer time as the chairman decides to wait) after the time fixed for the start of the meeting or if there is no longer a quorum present at any time during the meeting, the meeting, if convened by or on the requisition of members, is dissolved. In any other case it stands adjourned to such other day (being not less than 14 nor more than 28 days later) and at such other time and/or place as may have been specified for the purpose in the notice convening the meeting. Where no such arrangements have been specified, the meeting stands adjourned to such other day (being not less than 14 nor more than 28 days later) and at such other time and/or place as the chairman (or, in default, the board) decides.

42.2 At an adjourned meeting the quorum is one member present in person or by proxy and entitled to vote. If a quorum is not present within five minutes from the time fixed for the start of the meeting, the adjourned meeting shall be dissolved.

42.3 Subject to article 42.1, save where the time, date and place for the adjourned meeting has been specified for the purpose in the notice convening the meeting as referred to in article 42.1 (in which case notice of the adjourned meeting need not be given), the Company shall give not less than seven clear days' notice of any meeting adjourned for the lack of a quorum and the notice shall state the quorum requirement.

43 CHAIRMAN

43.1 The chairman (if any) of the board or, in his or her absence, the deputy chairman (if any) shall preside as chairman at a general meeting. If there is no chairman or deputy chairman, or if at a meeting neither is present within five minutes after the time fixed for the start of the meeting or neither is willing and able to act, the directors present shall select one of their number to be chairman. If only one director is present and willing and able to act, he or she shall be chairman. In default, the members present and entitled to vote shall choose one of their number to be chairman.

43.2 Without prejudice to any other power which he or she may have under the provisions of the articles or at common law, the chairman may take such action as he or she thinks fit to promote the orderly conduct of the business of the meeting as specified in the notice of meeting and the chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be his or her determination as to whether any matter is of such a nature.

44 RIGHT TO ATTEND AND SPEAK

44.1 Each director shall be entitled to attend and speak at a general meeting and at a separate meeting of the holders of a class of shares or debentures whether or not he or she is a member.

44.2 The chairman may invite any person to attend and speak at any general meeting of the Company where he or she considers that this will assist in the deliberations of the meeting.

45 POWER TO ADJOURN

45.1 The chairman may. with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn a meeting from time to time and from place to place or for an indefinite period.

45.2 Without prejudice to any other power which he or she may have under the provisions of the articles or at common law, the chairman may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he or she decides that it has become necessary to do so in order to:

45.2.1 Secure the proper and orderly conduct of the meeting;

45.2.2 Give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

45.2.3 Ensure that the business of the meeting is properly disposed of.

46 NOTICE OF ADJOURNED MEETING

46.1 Whenever a meeting is adjourned for 14 days or more or for an indefinite period pursuant to article 45, at least seven clear days' notice shall be given to the members (other than any who, under the provisions of the articles or the terms of allotment or issue of the shares, are not entitled to receive notice), the directors and the auditors. Except in these circumstances, it is not necessary to give notice of a meeting adjourned pursuant to article 45 or of the business to be transacted at the adjourned meeting.

46.2 The board may determine that persons entitled to receive notice of an adjourned meeting in accordance with this article are those persons entered on the register at the close of business on a day determined by the board.

46.3 The notice of an adjourned meeting given in accordance with this article shall also specify a time (which shall not be more than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the meeting) by which a person must be entered on the register in order to have the right to attend or vote at the meeting. Changes to entries on the register after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

47 BUSINESS AT ADJOURNED MEETING

No business may be transacted at an adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

VOTING

48 METHOD OF VOTING

48.1 At a general meeting, a resolution put to the vote of the 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 properly demanded by:

48.1.1 the chairman of the meeting,

48.1.2 not less than five members entitled to vote on the resolution,

48.1.3 a member or members representing in aggregate not less than ten per cent of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or

48.1.4 a member or members holding shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than ten per cent of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares).

For the purposes of 48.1.2 above, a demand by a proxy counts as a demand by the member. For the purposes of 48.1.3 above, a demand by a proxy counts as a demand by a member representing the voting rights that the proxy is authorised to exercise For the purposes of 48.1.4 above, a demand by a proxy counts as a demand by a member holding the shares to which those rights are attached.

48.2 On a vote on a resolution at a meeting on a show of hands a declaration by the chairman that the resolution has or has not been passed, or has or has not been passed by a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with section 199 of the Act is also conclusive evidence of that fact without such proof.

49 PROCEDURE ON A POLL

49.1 If a poll is properly demanded, it shall be taken in such manner as the chairman directs. He or she may appoint scrutineers, who need not be members, and may fix a time, date 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.

49.2 A poll demanded on the election of a chairman or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on another question shall be taken at such time, date and place as the chairman decides, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).

49.3 No notice need be given of a poll not taken immediately if the time, date 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 clear days' notice shall be given specifying the time, date and place at which the poll shall be taken.

49.4 The demand for a poll may be withdrawn but only with the consent of the chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

49.5 The demand for a poll (other than on the election of the chairman or on a question of adjournment) does not prevent the meeting continuing for the transaction of business other than the question on which a poll has been demanded.

49.6 On a poll taken at a general meeting of the Company, a member present and entitled to more than one vote need not, if he or she votes, use all his or her votes or cast all the votes he or she uses in the same way.

50 VOTES OF MEMBERS

50.1 Subject to special rights or restrictions as to voting attached to any class of shares by or in accordance with the articles, on a vote on a resolution:

50.1.1 on a show of hands at a meeting:

(a) every member present (not being present by proxy) and entitled to vote on the resolution has one vote; and

(b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote, except where:

(i) that proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(ii) the proxy has been instructed:

(A) by one or more of those members to vote for the resolution and by one or more of those members to vote against the resolution: or

(B) by one or more of those members to vote in the same way on the resolution (whether for or against) and one or more of those members has permitted the proxy discretion as to how to vote,

in which case, the proxy has one vote for and one vote against the resolution; and

50.2 on a poll taken at a meeting, every member present and entitled to vote on the resolution has one vote in respect of each share held by the relevant member.

50.3 In the case of joint holders of a share, only the vote of the senior holder who votes (and any proxy duly authorised by him or her) may be counted by the Company. For the purposes of this article, the senior holder of a share is determined by the order in which the names of the joint holders appear in the register.

50.4 A member in respect of whom an order has been made by a court or official having jurisdiction (whether in Ireland or elsewhere) that he or she is or may be suffering from mental disorder or is otherwise incapable of running his or her affairs may vote, whether on a show of hands or on a poll, by his or her guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court. A guardian, receiver, curator bonis or other authorised and appointed person may, on a poll, vote by proxy if evidence (to the satisfaction of the board) of the authority of the person claiming to exercise the right to vote is received at the office (or at another place specified in accordance with the articles for the delivery or receipt of forms of appointment of a proxy) or in any other manner specified in the articles for the appointment of a proxy within the time limits prescribed by the articles for the appointment of a proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

51 CASTING VOTE

In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

52 RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC.

Unless the board otherwise decides, no member is entitled in respect of a share held by him or her to be present or to vote, either in person or by proxy, at a general meeting or at a separate meeting of the holders of any class of shares or on a poll, or to exercise other rights conferred by membership in relation to the meeting or poll, if a call or other amount due and payable in respect of the share is unpaid. This restriction

ceases on payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of the non-payment.

53 VOTING BY PROXY

53.1 Subject to article 53.2, an instrument appointing a proxy shall be in writing in any usual form (or in another form approved by the board) executed under the hand of the appointor or his or her duly constituted attorney or, if the appointor is a company, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.

53.2 Subject to the Act, the board may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as it considers fit. The appointment of a proxy received by electronic means shall not be subject to the requirements of article 53.1.

53.3 For the purposes of articles 53.1 and 53.2, the board may require such reasonable evidence it considers necessary to determine:

53.3.1 the identity of the member and the proxy; and

53.3.2 where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment.

53.4 A member may appoint another person as his or her proxy to exercise all or any of his or her rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company. Unless the contrary is stated in it, the appointment of a proxy shall be deemed to confer authority to exercise all such rights, as the proxy thinks fit.

53.5 A proxy need not be a member.

53.6 A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to different shares held by the member. When two or more valid but differing appointments of proxy are delivered or received for the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

53.7 Delivery or receipt of an appointment of proxy does not prevent a member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.

53.8 The appointment of a proxy shall (unless the contrary is stated in it) be valid for an adjournment of the meeting as well as for the meeting or meetings to which it relates. The appointment of a proxy shall be valid for 12 months from the date of execution or, in the case of an appointment of proxy delivered by electronic means, for 12 months from the date of delivery unless otherwise specified by the board.

54 APPOINTMENT OF PROXY

54.1 The form of appointment of a proxy and any reasonable evidence required by the board in accordance with article 53.3 shall be:

54.1.1 subject to articles 54.1.3 and 54.1.4, in the case of an instrument of proxy in hard copy form, delivered to the office, or another place in Ireland specified in the notice convening the meeting or in the form of appointment of proxy or other accompanying document sent by the Company in relation to the meeting not less than 48 hours (excluding any part of a day that is not a working

day) before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

54.1.2 subject to articles 54.1.3 and 54.1.4. in the case of an appointment of a proxy sent by electronic means, where the Company has given an electronic address;

(a) in the notice calling the meeting:

(b) in an instrument of proxy sent out by the Company in relation to the meeting;

(c) in an invitation to appoint a proxy issued by the Company in relation to the meeting, or

(d) on a website maintained by or on behalf of the Company on which any information relating to the meeting is required by the Act to be kept,

received at such address not less than 48 hours (excluding any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

54.1.3 in the case of a meeting adjourned for less than 28 days but more than 48 hours or in the case of a poll taken more than 48 hours after it is demanded, delivered or received as required by articles 54.1.1 or 54.1.2 not less than 24 hours (excluding any part of a day that is not a working day) before the time appointed for the holding of the adjourned meeting or the taking of the poll; or

54.1.4 the case of a meeting adjourned for not more than 48 hours or in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, delivered at the adjourned meeting or at the meeting at which the poll was demanded to the chairman or to the secretary or to any director.

An appointment of proxy not delivered or received in accordance with this article is invalid.

55 VALIDITY OF ACTIONS BY PROXY OR REPRESENTATIVE OF A CORPORATION

55.1 The Company is not obliged to verify that a proxy or representative of a corporation has acted in accordance with the terms of his or her appointment and any failure to so act in accordance with the terms of his or her appointment shall not affect the validity of any proceedings at a meeting of the Company.

55.2 The termination of the authority of a person to act as proxy or as the duly authorised representative of a member which is a corporation does not affect whether he or she counts in deciding whether there is a quorum at a meeting, the validity of anything he or she does as chairman of a meeting, the validity of a poll demanded by him or her at a meeting, or the validity of a vote given by that person unless notice of the termination was received by the Company at the office or, in the case of a proxy, any other place specified for delivery or receipt of the form of appointment of proxy or, where the appointment of proxy was sent by electronic means, at the address at which the form of appointment was received, not later than the last time at which an appointment of proxy should have been delivered or received in order to be valid for use at the relevant meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for use on the holding of the poll at which the vote is cast.

56 CORPORATE REPRESENTATIVES

In accordance with the Act, a corporation which is a member may by resolution of its directors or other governing body, authorise a person or persons to act as its duly authorised representative or representatives at any meeting of the Company (a "**representative**"). A director, the secretary or other person authorised for the purpose by the secretary may require a representative to produce a certified copy of the resolution of authorisation before permitting him or her to exercise his/her powers.

57 OBJECTIONS TO AND ERROR IN VOTING

No objection may be made to the qualification of a voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. An objection properly made shall be referred to the chairman and only invalidates the decision of the meeting on any resolution if, in the opinion of the chairman, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman on such matters is conclusive and binding on all concerned.

58 AMENDMENTS TO SPECIAL RESOLUTIONS

No amendment to a resolution duly proposed as a special resolution (other than an amendment to correct a patent error) may be considered or voted on.

59 AMENDMENTS TO ORDINARY RESOLUTIONS

No amendment to a resolution duly proposed as an ordinary resolution (other than an amendment to correct a patent error) may be considered or voted on unless either.

(a) at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and intention to move it has been lodged at the office: or

(b) the chairman in his or her absolute discretion decides that the amendment may be considered or voted on.

If an amendment proposed to a resolution under consideration is ruled out of order by the chairman, the proceedings on the substantive resolution are not invalidated by an error in his or her ruling.

60 CLASS MEETINGS

Subject to section 197 of the Act, a separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as a general meeting, except that:

(a) no member is entitled to notice of it or to attend unless he or she is a holder of shares of that class;

(b) no vote may be cast except in respect of a share of that class;

(c) the quorum at a meeting (other than an adjourned meeting) is two members present in person or by proxy and entitled to vote and holding, representing or authorised to exercise voting rights in respect of, at least one-third in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares);

the quorum at an adjourned meeting is one member present in person or by proxy and entitled to vote and holding, representing or authorised to exercise voting rights in respect of x shares of that class; and

any holder of shares of that class present and entitled to vote may demand a poll.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

61 NUMBER OF DIRECTORS

The number of directors must not be less than two.

62 POWER OF THE COMPANY TO APPOINT DIRECTORS

62.1 Subject to the articles, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the board for a term not exceeding six years, but the total number of directors may not exceed any maximum number fixed in accordance with the articles.

62.2 A director who has resigned from office or a director reaching the end of any fixed term for which the director was appointed, shall be eligible for re-appointment and may be re-appointed as director for a period not exceeding six years, once or more than once in accordance with these articles. Section 1090 of the Act shall not apply to the Company.

63 APPOINTMENT OF EXECUTIVE DIRECTORS

63.1 Subject to the Act, the board may appoint one or more of its body to hold an executive office with the Company for such term (not exceeding six years) and on such other terms and conditions as (subject to the Act) the board thinks fit. Such person or persons shall be eligible for re-appointment and maybe re-appointed for a further maximum period not exceeding six years once or more than once in accordance with these articles. The board may revoke or terminate an appointment, without prejudice to a claim for damages for breach of the contract of service between the director and the Company or otherwise.

63.2 Subject to the Act, the board may enter into an agreement or arrangement with any director for the provision of any services outside the scope of the ordinary duties of a director. Any such agreement or arrangement may be made on such terms and conditions as (subject to the Act) the board thinks fit and (without prejudice to any other provision of the articles) it may remunerate any such director for such services as it thinks fit.

64 VOTING ON RESOLUTION FOR APPOINTMENT

A resolution for the appointment of two or more persons as directors by a single resolution is void unless an ordinary resolution that the resolution for appointment is proposed in this way has first been agreed to by the meeting without a vote being given against it.

65 REMOVAL BY ORDINARY RESOLUTION

In addition to any power of removal conferred by the Act, the Company may by ordinary resolution of which notice has been given in accordance with section 146 of the Act, remove a director before the expiry of his or her period of office (without prejudice to a claim for damages for breach of contract or otherwise) and may (subject to the articles) by ordinary resolution appoint another person who is willing to act to be a director in his or her place. A person appointed in this way is treated, for the purposes of determining the time at which he or she or another director is to retire as if he or she had become a director on the date on which the person in whose place he or she is appointed was last appointed or reappointed a director.

66 DISQUALIFICATION AND REMOVAL OF DIRECTORS

66.1 The office of a director shall be vacated if:

66.1.1 he or she ceases to be a director by virtue of any provisions of the Act or he or she becomes prohibited by law from being a director; or

66.1.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

66.1.3 he or she becomes, in the opinion of all his or her co-directors, incapable by reason of mental disorder of discharging his or her duties as director: or

66.1.4 he or she resigns his or her office by notice to the Company; or

66.1.5 he or she shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his or her alternate director (if any) shall not during such period have attended any such meetings instead of him or her, and the directors resolve that his or her office be vacated: or

66.1.6 he or she is removed from office by notice addressed to him or her at his or her last known address and signed by all his or her co-directors: or

66.1.7 he or she is removed from office under article 66.

66.2 A resolution of the board declaring a director to have vacated office under the terms of this article is conclusive as to the fact and grounds of vacation stated in the resolution.

66.3 If the office of a director is vacated for any reason, he or she shall cease to be a member of any committee of the board.

ALTERNATE DIRECTORS

67 APPOINTMENT

67.1 A director (other than an alternate director) may by notice delivered to the secretary at the office or tabled at a meeting of the board, or in any other manner approved by the board, appoint as his or her alternate director:

67.1.1 another director; or

67.1.2 another person approved by the board and willing to act.

No appointment of an alternate director who is not already a director shall be effective until his or her consent to act as a director in the form prescribed by the Act has been received at the office or tabled at a meeting of the board.

67.2 An alternate director need not be a member and shall not be counted in reckoning the number of directors for the purpose of article 61.

68 REVOCATION OF APPOINTMENT

A director may by notice delivered to the secretary at the registered office of the Company or tabled at a meeting of the board revoke the appointment of his or her alternate director and, subject to the provisions of article 67, appoint another person in his or her place. If a director ceases to hold the office of director or if he or she dies, the appointment of his or her alternate director automatically ceases. If a director retires but is reappointed or deemed reappointed at the meeting at which his or her retirement takes effect, a valid appointment of an alternate director which was in force immediately before his or her retirement continues to operate after the reappointment as if he or she had not retired. The appointment of an alternate director ceases on the happening of an event which, if he or she were a director otherwise appointed, would cause him or her to vacate office.

69 PARTICIPATION IN BOARD MEETINGS

An alternate director shall be, if he or she gives the Company an address in Ireland at which notices may be served on him or her or an address at which notices may be served on him or her by electronic means, entitled to receive notice of all meetings of the board and all committees of the board of which his or her appointor is a member and, in the absence from those meetings of his or her appointor, to attend and vote at the meetings and to exercise all the powers, rights, duties and authorities of his or her appointor. A director acting as alternate director has a separate vote at meetings of the board and committees of the board for each director for whom he or she acts as alternate director but counts as only one for the purpose of determining whether a quorum is present.

70 RESPONSIBILITY

A person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his or her acts and defaults, and shall not be deemed to be the agent of his or her appointor.

REMUNERATION, EXPENSES AND PENSIONS

71 DIRECTORS' FEES

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

72 ADDITIONAL REMUNERATION

A director who, at the request of the board, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the board may decide.

73 EXPENSES

A director is entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him or her in the performance of his or her duties as director including expenses incurred in attending meetings of the board or of committees of the board or general meetings or separate meetings of the holders of a class of shares or debentures. Subject to the Act, the directors shall have the power to make arrangements to provide a director with funds to meet expenditure incurred or to be incurred by him or her for the purposes of the Company or for the purpose of enabling him or her properly to perform his or her duties as an officer of the Company or to enable him or her to avoid incurring any such expenditure.

74 REMUNERATION AND EXPENSES OF ALTERNATE DIRECTORS

An alternate director is not entitled to a fee from the Company for his or her services as an alternate director. The fee payable to an alternate director is payable out of the fee payable to his or her appointor and consists of such portion (if any) of the fee as he or she agrees with his or her appointor. The Company shall, however, repay to an alternate director expenses incurred by him or her in the performance of his or her duties if the Company would have been required to repay the expenses to him or her under article 73 had he or she been a director.

75 DIRECTORS' PENSIONS AND OTHER BENEFITS

75.1 The board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at any time been a director of:

75.1.1 the Company;

75.1.2 a company which is or was a subsidiary undertaking of the Company;

75.1.3 a company which is or was allied to or associated with the Company or a subsidiary undertaking of the Company; or

75.1.4 a predecessor in business of the Company or of a subsidiary undertaking of the Company;

(or, in each case, for any member of his or her family, including a spouse or former spouse, or a person who is or was dependent on him or her). For this purpose the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may arrange for this to be done by the Company alone or in conjunction with another person.

75.2 A director or former director is entitled to receive and retain for his or her own benefit a pension or other benefit provided under article 75.1 and is not obliged to account for it to the Company.

76 REMUNERATION OF EXECUTIVE DIRECTORS

The salary or other remuneration of a director appointed to hold employment or executive office in accordance with the articles may be a fixed sum of money, or wholly or in part governed by business done or profits made, or as otherwise decided by the board, and may be in addition to or instead of a fee payable to him or her for his/her services as director pursuant to the articles.

POWERS AND DUTIES OF THE BOARD

77 ONE-TIER SYSTEM

The Company shall operate under a one-tier management system pursuant to Article 43 of the SE Regulations and the business of the Company shall be managed by the board, as the administrative organ of the Company.

78 POWERS OF THE BOARD

Subject to the Act, the articles and to directions given by special resolution of the Company, the business and affairs of the Company shall be managed by the board which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of the articles and no direction given by the Company shall invalidate a prior act of the board which would have been valid if the alteration had not been made or the direction had not been given. The provisions of the articles giving specific powers to the board do not limit the general powers given by this article.

79 POWERS OF DIRECTORS BEING LESS THAN MINIMUM REQUIRED NUMBER

If the number of directors is less than the minimum prescribed by the articles or decided by the Company by ordinary resolution, the remaining director or directors may act only for the purposes of appointing an additional director or directors to make up that minimum or convening a general meeting of the Company for the purpose of making such appointment. If no director or directors is or are able or willing to act, two members may convene a general meeting for the purpose of appointing directors. An additional director appointed in this way holds office (subject to the articles) only until the dissolution of the next annual general meeting after his or her appointment unless he or she is reappointed during the meeting.

80 POWERS OF EXECUTIVE DIRECTORS

The board may delegate to a director holding executive office any of its powers, authorities and discretions for such time and on such terms and conditions as it thinks fit. In particular the board may grant the power to sub-delegate, and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the director. The board may at any time revoke the delegation or alter its terms and conditions.

81 DELEGATION TO COMMITTEES

The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to a committee consisting of one or more persons (whether a member or members of the board or not) as it thinks fit. A committee may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the board or of the committee). The board may retain or exclude its right to exercise the delegated powers, authorities or discretions collaterally with the committee. The board may at any time revoke the delegation or alter any terms and conditions or discharge the committee in whole or in part. Where a provision of the articles refers to the exercise of a power, authority or discretion by the board (including the power to pay fees, remuneration, additional remuneration, expenses and pensions and other

benefits pursuant to articles 63 or 71 to 76) and that power, authority or discretion has been delegated by the board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

82 AGENTS

The board may by power of attorney or otherwise appoint a person to be the agent of the Company and may delegate to that person any of its powers, authorities and discretions for such purposes, for such time and on such terms and conditions (including as to remuneration) as it thinks fit. In particular the board may grant the power to sub-delegate and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the agent. The board may at any time revoke or alter the terms and conditions of the appointment or delegation.

83 EXERCISE OF VOTING POWERS

The board may exercise or cause to be exercised the voting powers conferred by shares in the capital of another company held or owned by the Company, or a power of appointment to be exercised by the Company, in any manner it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of a director as an officer or employee of that company).

84 PROVISION FOR EMPLOYEES

The board may exercise the powers conferred on the Company by the Act to make provision for the benefit of a person (other than a director, former director or shadow director) employed or formerly employed by the Company or any of its subsidiary undertakings (or any member of his or her family, including a spouse or former spouse, or any person who is or was dependent on him or her) in connection with the cessation or the transfer to a person of the whole or part of the undertaking of the Company or the subsidiary undertaking.

85 BORROWING POWERS

The board may exercise all the powers of the Company to borrow money and to mortgage or charge all or part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security for a debt, liability or obligation of the Company or of a third party.

86 REGISTER OF CHARGES

The Company shall keep a register of charges in accordance with the Act and the fee to be paid by a person other than a creditor or member for each inspection of the register of charges is the maximum sum prescribed by or under the Act or, failing which, decided by the board.

87 DIRECTORS' INTERESTS

87.1 A director or an officer of the Company who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall, in accordance with section 231 of the Act, declare the nature of his or her interest at the first opportunity either (a) at a meeting of the board at which the question of entering into the contract, transaction or arrangement is first taken into consideration, if the director or officer of the Company knows this interest then exists, or in any other case, at the first meeting of the board after learning that he or she is or has become so interested or (b) by providing a general notice to the directors declaring that he or she is a director or an officer of, or has an interest in, a person and is to be regarded as interested in any transaction or arrangement

made with that person, and after giving such general notice it shall not be necessary to give special notice relating to any particular transaction.

87.2

87.2.1 A director may hold any other office or place of profit under the Company (other than the office of its Auditors) in conjunction with his or her office of director for such period and on such terms as to remuneration and otherwise as the board may determine.

87.2.2 Nothing in section 228(1)(e) of the Act shall restrict a director from entering into any commitment which has been approved by the board or has been approved pursuant to such authority as may be delegated by the board in accordance with these Articles. It shall be the duty of each director to obtain the prior approval of the board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.

87.3 A director may act by himself or herself or by his or her firm in a professional capacity for the Company (other than as its Auditors) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a director.

87.4 A director may be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company or otherwise interested in any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such director shall be accountable to the Company for any remuneration or other benefits received by him or her as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of such other company; provided that he or she has declared the nature of his or her position with, or interest in, such company to the Board in accordance with article 87.1 and this has been approved by a majority of the disinterested directors, notwithstanding the fact that the disinterested directors may represent less than a quorum.

87.5 No person shall be disqualified from the office of director or from being an officer of the Company or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any director or officer of the Company shall be in any way interested be or be liable to be avoided, nor shall any director or officer of the Company so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such director or officer of the Company holding office or of the fiduciary relation thereby established; provided that:

87.5.1 he or she has declared the nature of his or her interest in such contract or transaction to the Board in accordance with article 87.1; and

87.5.2 the contract or transaction is approved by a majority of the disinterested directors, notwithstanding the fact that the disinterested directors may represent less than a quorum.

87.6 A director may be counted in determining the presence of a quorum at a meeting of the board which authorises or approves the contract, transaction or arrangement in which he or she is interested and he or she shall be at liberty to vote in respect of any contract, transaction or arrangement in which he or she is interested, provided that the nature of the interest of any director in any such contract or transaction shall be disclosed by him or her in accordance with article 87.1, at or prior to its consideration and any vote thereon.

87.7 For the purposes of article 87.1:

87.7.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified

person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

87.7.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or her's; and

87.7.3 a copy of every declaration made and notice given under article 87.1 shall be entered within three (3) days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any director, secretary, the auditors or member of the Company at the registered office and shall be produced at every general meeting of the Company and at any meeting of the directors if any director so requests in sufficient time to enable the book to be available at the meeting.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

88 BOARD MEETINGS

88.1 Subject to the articles, the board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.

88.2 Notwithstanding article 88.1 above, the board shall meet at least once every three months, at intervals as the board thinks fit, to discuss the progress and foreseeable development of the Company's business.

89 NOTICE OF BOARD MEETINGS

A director may, and the secretary at the request of a director shall, summon a board meeting at any time. Notice of a board meeting is deemed to be duly given to a director if it is given to him or her personally or by word of mouth or by electronic means to an address given by him or her to the Company for that purpose or sent in writing to him or her at his or her last-known address or another address given by him or her to the Company for that purpose. A director may waive the requirement that notice be given to him or her of a board meeting, either prospectively or retrospectively A director absent or intending to be absent from Ireland may request that notices of board meetings during his or her absence be sent in hard copy form or by electronic means to him or her to an address given by him or her to the Company for that purpose. If no request is made (and/or if no such non-Irish address is given), it is not necessary to give notice of a board meeting to a director who is absent from Ireland.

90 QUORUM

The quorum necessary for the transaction of business may be decided by the board and until otherwise decided is two directors present in person or by alternate director. A duly convened meeting of the board at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the board.

91 CHAIRMAN OF BOARD

The board shall appoint one of its body as chairman to preside at every board meeting at which he or she is present and may appoint one or more deputy chairman or chairmen and decide the period for which he or she is or they are to hold office (and may at any time remove him or her or them from office). If at a meeting neither the chairman nor a deputy chairman is present within five minutes of the time fixed for the start of the meeting, the directors and alternate directors (in the absence of their appointors) present shall choose one of their number to be chairman. If two or more deputy chairmen are present, the senior of them shall act as chairman, seniority being determined by length of office since their last appointment or reappointment or deemed reappointment. As between two or more who have held office for an equal length of time, the deputy chairman to act as chairman shall be decided by those directors and alternate directors (in the absence of

their appointors) present. A chairman or deputy chairman may hold executive office or employment with the Company.

92 VOTING

Questions arising at a meeting of the board are determined by a majority of votes. In case of an equality of votes the chairman has a second or casting vote.

93 PARTICIPATION BY TELEPHONE

A director or their alternate director may participate in a meeting of the board or a committee of the board through the medium of conference telephone, video teleconference or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in the quorum and entitled to vote. Subject to the Act, all business transacted in this way by the board or a committee of the board is for the purposes of the articles, deemed to be validly and effectively transacted at a meeting of the board or a committee of the board although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

94 RESOLUTION IN WRITING

A resolution in writing executed by all directors for the time being entitled to receive notice of a board meeting, who would have been entitled to vote on the resolution at the meeting and not being less than a quorum, or by all members of a committee of the board for the time being entitled to receive notice of a committee meeting, who would have been entitled to vote on the resolution at the meeting and not being less than a quorum, is as valid and effective for all purposes as a resolution passed at a meeting of the board (or committee, as the case may be). The resolution in writing may consist of several documents in the same form each executed by one or more of the directors or members of the relevant committee. The resolution in writing need not be executed by an alternate director. If it is executed by his or her appointor and a resolution executed by an alternate director need not be executed by his or her appointor.

95 PROCEEDINGS OF COMMITTEES

95.1 Proceedings of any committee of the board consisting of two or more members shall be conducted in accordance with terms prescribed by the board (if any). Subject to those terms and article 95.2, proceedings shall be conducted in accordance with applicable provisions of the articles regulating the proceedings of the board.

95.2 Where the board resolves to delegate any of its powers, authorities and discretions to a committee and that resolution states that the committee shall consist of any one or more unnamed directors, it is not necessary to give notice of a meeting of that committee to directors other than the director or directors who form the committee.

96 RECORDS OF PROCEEDINGS

96.1 The board shall cause minutes to be made in books kept for the purpose:

96.1.1 of all appointments of officers and committees made by the board; and

96.1.2 of all proceedings of general meetings of the Company, of the holders of any class of shares in the Company, and of the board, and of committees of the board, including the names of the directors present at each such meeting.

96.2 If purporting to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting, minutes are evidence of the proceedings at the meeting.

96.3 The board shall cause records to be made in books kept for the purpose of all directors' written resolutions.

96.4 All such minutes and written resolutions must be kept for at least 10 years from the date of the meeting or written resolution, as the case may be.

97 VALIDITY OF PROCEEDINGS OF BOARD OR COMMITTEE

All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director, alternate director or member of a committee shall be valid notwithstanding that it is afterwards discovered that there was a defect in the appointment of a person or persons acting, or that they or any of them were or was disqualified from holding office, or had ceased to hold office, or were not entitled to vote on the matter in question.

SECRETARY AND AUTHENTICATION OF DOCUMENTS

98 SECRETARY

98.1 Subject to the Act, the board shall appoint a secretary or joint secretaries, from amongst its members, and may appoint one or more persons to be an assistant or deputy secretary on such terms and conditions (including remuneration) as it thinks fit. The board may remove a person appointed pursuant to this article from office and appoint another or others in his or her place.

98.2 Any provision of the Act or of the articles requiring or authorising a thing to be done by or to a director and the secretary is not satisfied by its being done by or to the same person acting both as director and as, or in the place of, the secretary.

99 AUTHENTICATION OF DOCUMENTS

99.1 A director or the secretary or another person appointed by the board for the purpose may authenticate documents affecting the constitution of the Company (including the articles) and resolutions passed by the Company or holders of a class of shares or the board or a committee of the board and books, records, documents and accounts relating to the business of the Company; and to certify copies or extracts as true copies or extracts.

99.2 A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee of the Board which is certified under Article 99.1 will be conclusive evidence in favour of all persons dealing with the Company relying thereon that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

100 SAFE CUSTODY

The board shall provide for the safe custody of every seal.

101 APPLICATION OF SEALS

A seal may be used only by the authority of a resolution of the board or of a committee of the board. The board may decide who will sign an instrument to which a seal is affixed (or, in the case of a share certificate, on which the seal may be printed) either generally or in relation to a particular instrument or type of instrument. The board may also decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical means. Unless otherwise decided by the board:

(a) share certificates and certificates issued in respect of debentures or other securities (subject to the provisions of the relevant instrument) need not be signed or, if signed, a signature may be applied by mechanical or other means or may be printed; and

(b) every other instrument to which a seal is affixed shall be signed by one director and by the secretary or a second director, or by one director in the presence of a witness who attests his or her signature.

DIVIDENDS AND OTHER PAYMENTS

102 DECLARATION OF DIVIDENDS

Subject to the Act and the articles, the Company may by ordinary resolution declare a dividend to be paid to the members according to their respective rights and interests, but no dividend may exceed the amount recommended by the board.

103 INTERIM DIVIDENDS

Subject to the Act, the board may declare and pay such interim dividends (including a dividend payable at a fixed rate) as appear to it to be justified by the profits of the Company available for distribution. No interim dividend shall be declared or paid on shares which do not confer preferred rights with regard to dividend if, at the time of declaration, any dividend on shares which do confer a right to a preferred dividend is in arrears. If the board acts in good faith, it does not incur any liability to the holders of shares conferring preferred rights for a loss they may suffer by the lawful payment of an interim dividend on shares ranking after those with preferred rights.

104 ENTITLEMENT TO DIVIDENDS

104.1 Except as otherwise provided by the rights attached to, or the terms of issue of, shares:

104.1.1 a dividend shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is declared and paid, but no amount paid up on a share in advance of a call may be treated for the purpose of this article as paid up on the share; and

104.1.2 dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

104.2 Except as otherwise provided by the rights attached to shares, dividends may be declared or paid in any currency The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his or her shares in one currency shall be paid or satisfied in another, and may agree (the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

104.3 The Company shall not make any distribution (as defined in Article 4(110) of the CRR) to the holders of any of its own funds instruments, wholly or partly in a form other than cash or own funds instruments unless (to the extent required at the applicable time) the prior approval of the competent authority under Article 73(1) of the CRR has been obtained in accordance with the conditions set out under Article 73(2) of the CRR.

105 METHOD OF PAYMENT

105.1 The Company may pay any dividend, interest or other amount payable in respect of a share:

105.1.1 in cash;

105.1.2 by cheque, warrant or money order made payable to or to the order of the person entitled to the payment (and may, at the Company's option, be crossed "account payee" where appropriate);

105.1.3 by a bank or other funds transfer system to an account designated in writing by the person entitled to the payment;

105.1.4 or by such other method as the person entitled to the payment may in writing direct and the board may agree.

105.2 The Company may send a cheque, warrant or money order by post:

105.2.1 in the case of a sole holder, to his or her registered address;

105.2.2 in the case of joint holders, to the registered address of the person whose name appears first in the register;

105.2.3 in the case of a person or persons entitled by transmission to a share, as if it were a notice given in accordance with article 116.2; or

105.2.4 in any case, to a person and address that the person or persons entitled to the payment may in writing direct.

105.3 Where a share is held jointly or two or more persons are jointly entitled by transmission to a share.

105.3.1 the Company may pay any dividend, interest or other amount payable in respect of that share to any one joint holder, or any one person entitled by transmission to the share, and in either case that holder or person may give an effective receipt for the payment; and

105.3.2 for any of the purposes of this article 105, the Company may rely in relation to a share on the written direction or designation of any one joint holder of the share, or any one person entitled by transmission to the share.

105.4 Every cheque, warrant or money order sent by post is sent at the risk of the person entitled to the payment. If payment is made by bank or other funds transfer or by another method at the direction of the person entitled to payment, the Company is not responsible for amounts lost or delayed in the course of making that payment.

105.5 The board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he or she has provided such evidence of his or her right as the board may reasonably require.

106 DIVIDENDS NOT TO BEAR INTEREST

No dividend or other amount payable by the Company in respect of a share bears interest as against the Company unless otherwise provided by the rights attached to the share.

107 CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS ETC.

The board may deduct from a dividend or other amounts payable to a person in respect of a share amounts due from him or her to the Company on account of a call or otherwise in relation to a share.

108 PAYMENT OF DIVIDENDS IN SPECIE

The board may, with the prior authority of an ordinary resolution of the Company, direct that payment of a dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of another company Where a difficulty arises in connection with the distribution, the board may settle it as it thinks fit and in particular, may:

(a) subject to the Act, ignore fractions;

(b) fix the value for distribution of the specific assets (or any part of them);

(c) decide that a cash payment be made to a member on the basis of the value so fixed, in order to secure equality of distribution; and

(d) vest assets in trustees on trust for the persons entitled to the dividend as seems expedient to the board.

109 CAPITALISATION OF PROFITS

Subject to the Act, the board may, with the authority of an ordinary resolution of the Company:

(a) resolve to capitalise an amount standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;

(b) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amount of ordinary shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

(i) paying up the amounts (if any) for the time being unpaid on shares held by them respectively; or

(ii) paying up in full unissued shares or debentures of a nominal amount equal to that sum;

and allot the shares or debentures, credited as fully paid, to the members (or as they may direct) in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to members credited as fully paid.

(c) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular where shares or debentures become distributable in fractions the board may deal with the fractions as it thinks fit, including issuing fractional certificates, disregarding fractions or selling shares or debentures representing the fractions to a person for the best price reasonably obtainable and distributing the net proceeds of the sale in due proportion amongst the members (except that if the amount due to a member is less than € 5 or such other sum as the board may decide, the sum may be retained for the benefit of the Company);

(d) authorise a person to enter (on behalf of all the members concerned) an agreement with the Company providing for either:

(i) the allotment to the members respectively, credited as fully paid, of shares or debentures to which they may be entitled on the capitalisation; or

(ii) the payment by the Company on behalf of the members (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing shares;

an agreement made under the authority being effective and binding on all those members; and

(e) generally do all acts and things required to give effect to the resolution.

110 RECORD DATES

Notwithstanding any other provision of the articles, but subject to the Act and rights attached to shares, the Company or the board may fix any date as the record date for a dividend, distribution, allotment or issue. The record date may be on or at any time before or after a date on which the dividend, distribution, allotment or issue is declared, made or paid.

ACCOUNTS

111 KEEPING AND INSPECTION OF ACCOUNTS

111.1 The board shall ensure that accounting records are kept in accordance with the Act.

111.2 The accounting records shall be kept at the office or, subject to the Act, at another place decided by the board and shall be available during business hours for the inspection of the directors and other officers No member (other than a director or other officer) has the right to inspect an accounting record or other document except if that right is conferred by the Act or he or she is authorised by the board or by an ordinary resolution of the Company.

112 ACCOUNTS TO BE SENT TO MEMBERS ETC.

112.1 In respect of each financial year, a copy of the Company's annual accounts, the directors' report and the auditors' report on those accounts shall be sent or supplied to:

112.1.1 every member (whether or not entitled to receive notices of general meetings);

112.1.2 every holder of debentures (whether or not entitled to receive notices of general meetings); and

112.1.3 every other person who is entitled to receive notices of general meetings not less than 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the Act. This article does not require copies of the documents to which it applies to be sent or supplied to;

(a) a member or holder of debentures of whose address the Company is unaware; or

(b) more than one of the joint holders of shares or debentures.

112.2 The board may determine that persons entitled to receive a copy of the Company's annual accounts, the directors' report and the auditors' report on those accounts are those persons entered on the register at the close of business on a day determined by the board, provided that, if the Company is a participating issuer, the day determined by the board may not be more than 7 days before the day that the relevant copies are being sent.

112.3 Where permitted by the Act, a summary financial statement derived from the Company's annual accounts and the directors' report in the form and containing the information prescribed by the Act may be sent or supplied to a person so electing in place of the documents required to be sent or supplied by article 112.1.

NOTICES AND COMMUNICATIONS

113 FORM OF NOTICES AND COMMUNICATIONS BY THE COMPANY

113.1 Save where these articles expressly require otherwise, any notice, document or information to be sent or supplied by or on behalf of the Company may be sent or supplied in accordance with the Act (whether authorised or required to be sent or supplied by the Act or otherwise) in hard copy form, in electronic form or by means of a website.

113.2 If the Company sends notices, documents or information, whether immediately preceding or at any time after the adoption of these articles, to a member on two consecutive occasions over a period of at least twelve months and each of those documents is returned undelivered, or the Company receives notification that each of them has not been delivered, that member ceases to be entitled to receive notices from the Company. A member who has ceased to be entitled to receive notices from the Company shall become entitled to receive such notices again by sending the Company:

113.2.1 a new address to be recorded in the register of members; or

113.2.2 (if the member has agreed that the Company should use a means of communication other than sending notices, documents or information to such an address), the information that the Company needs to use that other means of communication effectively.

114 DEEMED DELIVERY OF NOTICES, DOCUMENTS AND INFORMATION

114.1 A notice, document or information sent by post and addressed to a member at his or her registered address or address for service in Ireland is deemed to be given to or received by the intended recipient 24 hours after it was put in the post if pre-paid as first class post and 48 hours after it was put in the post if pre-paid as second class post, and in proving service it is sufficient to prove that the envelope containing the notice, document or information was properly addressed, pre-paid and posted.

114.2 A notice, document or information sent or supplied by electronic means to an address specified for the purpose by the member 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.

114.3 A notice, document or information sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when (i) the material was first made available on the website or (ii) if later, when the recipient received (or, in accordance with this article 114, is deemed to have received) notification of the fact that the material was available on the website.

114.4 A notice, document or information not sent by post but delivered by hand (which includes delivery by courier) to a registered address or address for service in Ireland is deemed to be given on the day it is left.

114.5 Where notice is given by newspaper advertisement, the notice is deemed to be given to all members and other persons entitled to receive it at noon on the day when the advertisement appears or, where notice is given by more than one advertisement and the advertisements appear on different days, at noon on the last of the days when the advertisements appear.

114.6 A notice, document or information served or delivered by or on behalf of the Company by any other means authorised in writing by the member concerned is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.

114.7 A member present at a meeting of the holders of a class of shares is deemed to have received due notice of the meeting and, where required, of the purposes for which it was called.

115 NOTICE BINDING ON TRANSFEREES ETC.

A person who becomes entitled to a share by transmission, transfer or otherwise is bound by a notice in respect of that share (other than a notice served by the Company under section 1062 of the Act) which, before his or her name is entered in the register, has been properly served on a person from whom he or she derives his or her title.

116 NOTICE IN CASE OF JOINT HOLDERS AND ENTITLEMENT BY TRANSMISSION

116.1 In the case of joint holders of a share, a notice, document or information shall be validly sent or supplied to all joint holders if sent or supplied to whichever of them is named first in the register in respect of the joint holding. Anything to be agreed or specified in relation to a notice, document or information to be sent or supplied to joint holders, may be agreed or specified by the joint holder who is named first in the register in respect of the joint holding.

116.2 Where a person is entitled by transmission to a share, the Company may give a notice, document or information to that person as if he or she were the holder of a share by addressing it to him or her by name

or by the title of representative of the deceased or trustee of the bankrupt member (or by similar designation) at an address in Ireland supplied for that purpose by the person claiming to be entitled by transmission. Until an address has been supplied, a notice, document or information may be given in any manner in which it might have been given if the death or bankruptcy or other event had not occurred. The giving of notice in accordance with this article is sufficient notice to any other person interested in the share.

MISCELLANEOUS

117 GROUP MANAGEMENT

117.1 The directors may establish such subsidiaries, branch banks, divisional, departmental or local boards, managing committees or agencies for conducting or managing any of the affairs of the Company in any part of the world as the board may from time to time consider fit, and for that purpose the directors may cause to be promoted any subsidiary and may make all necessary or desirable arrangements for the control and financing of such subsidiary and for the guaranteeing of its contracts and obligations.

117.2 The directors may also appoint any persons (whether directors or not) to be members of such boards or committees and may appoint any such persons to be regional directors, local directors, managers, agents or representatives and may fix the remuneration of any persons so appointed.

117.3 The directors may delegate to any such subsidiary, branch, bank, board, managing committee, regional director, local director, manager, agent or representative any of the powers, authorities and discretions vested in the board on such terms and conditions as the directors may think fit.

117.4 The directors may authorise the members of any such boards or managing committees to fill any vacancies therein, and to act notwithstanding vacancies.

117.5 The directors may authorise any such boards or managing committees to sub-delegate to any person or persons all or any of the powers, authorities or discretions delegated to it. The directors may retain or exclude its right to exercise the delegated powers, authorities or discretions collaterally with such boards or managing committees. The directors may at any time dissolve any such board or managing committee or revoke, vary or suspend any delegation made to any such board or managing committee. Where a provision of these Articles refers to the exercise of a power, authority or discretion by the directors (including the power to pay fees, remuneration, additional remuneration, expenses and pensions and other benefits) and that power, authority or discretion has been delegated by the directors to such board or managing committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by such board or managing committee (as the case may be).

118 DESTRUCTION OF DOCUMENTS

118.1 The Company may destroy:

118.1.1 a share certificate which has been cancelled at any time after one year from the date of cancellation;

118.1.2 a mandate for the payment of dividends or other amounts or a variation or cancellation of a mandate or a notification of change of name or address at any time after two years from the date the mandate, variation, cancellation or notification was recorded by the Company;

118.1.3 an instrument of transfer of shares (including a document constituting the renunciation of an allotment of shares) which has been registered at any time after six years from the date of registration; and

118.1.4 any other document on the basis of which any entry in the register is made at any time after ten years from the date an entry in the register was first made in respect of it.

118.2 It is presumed conclusively in favour of the Company that every share certificate destroyed was a valid certificate validly cancelled, that every instrument of transfer destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company, but:

118.2.1 the provisions of this article apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of the document is relevant to a claim;

118.2.2 nothing contained in this article imposes on the Company liability in respect of the destruction of a document earlier than provided for in this article or in any case where the conditions of this article are not fulfilled, and

118.2.3 references in this article to the destruction of a document include reference to its disposal in any manner.

119 WINDING UP

On a voluntary winding up of the Company the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of different kinds, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he, with the like sanction, shall determine. For this purpose the liquidator may set the value he or she deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members. The liquidator may not, however, distribute to a member without his or her consent an asset to which there is attached a liability or potential liability for the owner.

120 INDEMNITY OF OFFICERS, FUNDING DIRECTORS' DEFENCE COSTS AND POWER TO PURCHASE INSURANCE

120.1 Subject to the provisions of, and so far as may be permitted by, the Act, every director shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto, or in his or her capacity as an officer, including any liability incurred by him or her in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him or her as a director, an officer or employee of the Company and in which judgement is given in his or her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part) or in which he or she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him or her by the Court.

120.2 As far as permissible under the Act, the Company shall indemnify any current or former executive or officer of the Company (excluding any director) or any person who is serving or has served at the request of the Company as a director, executive, officer or trustee of another company against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, to which he or she was, is, or is threatened to be, made a party by reason of the fact that he or she is or was such a director, executive, officer or trustee, provided always that the indemnity contained in this article 119.2 shall not extend to any matter which would render it void pursuant to the Act.

120.3 In the case of any threatened, pending or completed action, suit or proceeding by or in the right of the Company, the Company shall indemnify, to the fullest extent permitted by the Act, each person indicated in article 119.2 against expenses, including attorneys' fees actually and reasonably incurred in connection with the defence or the settlement thereof, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud or dishonesty in the

performance of his or her duty to the Company unless and only to the extent that the Court or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

120.4 As far as permissible under the Act, expenses, including attorneys' fees, incurred in defending any action, suit or proceeding referred to in this article shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of a written affirmation by or on behalf of the director, executive, officer or trustee, or other indemnitee of a good faith belief that the criteria for indemnification have been satisfied and a written undertaking to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorised by these Articles.

120.5 It being the policy of the Company that indemnification of the persons specified in this article shall be made to the fullest extent permitted by law, the indemnification provided by this article shall not be deemed exclusive (a) of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Memorandum, Articles, any agreement, any insurance purchased by the Company, any vote of Members or disinterested directors, or pursuant to the direction (however embodied) of any court of competent jurisdiction, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, (b) of the power of the Company or any of its subsidiary undertakings to indemnify any person who is or was an employee or agent of the Company or of another company, joint venture, trust or other enterprise which he or she is serving or has served at the request of the Company, to the same extent and in the same situations and subject to the same determinations as are hereinabove set forth with respect to a director, executive, officer or trustee, or (c) of any amendments or replacements of the Companies Act which permit for greater indemnification of the persons specified in this article and any such amendment or replacement of the Companies Act shall hereby be incorporated into these Articles. As used in this article 119.5, references to the "Company" include all constituent companies in a consolidation or merger in which the Company or any predecessor to the Company by consolidation or merger was involved. The indemnification provided by this article shall continue as to a person who has ceased to be a director, executive, officer or trustee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

120.6 The directors shall have power to purchase and maintain for any director, or other officers or employees of the Company insurance against any such liability as referred to in section 235 of the Act.

120.7 The Company may additionally indemnify any employee or agent of the Company or any director, executive, officer, employee or agent of any of its subsidiary undertakings to the fullest extent permitted by law.

121 SINGLE-MEMBER COMPANY

121.1 If at any time the company has only one member, that is to say that all the issued shares of the company are registered in the name of a sole person (whether a natural person or a body corporate), it will be a single-member company within the meaning of the Act. If and so long as the Company is a single-member company, the following provisions will apply notwithstanding anything to the contrary in this constitution:

121.1.1 **Quorum at General Meetings**: The sole member, present in person or by proxy, is a sufficient quorum at a general meeting.

121.1.2 **Resolutions of Shareholder**: All matters requiring a resolution of the Company in general meeting (except the removal of the Auditors from office) may be validly dealt with by a decision of the sole member. The sole member must provide the Company with a written record of any such decision, or if it is dealt with by a written resolution, with a copy of that resolution, and the decision or

resolution shall be recorded and retained by the Company in accordance with the provisions of section 196(5) and 196(6) of the Act.

121.1.3 Where the sole member exercises any power, right or obligation as specified in section 196(7) this will be notified by the Company in writing to the Registrar of Companies within 15 days of the exercise of that power.

121.1.4 **Contracts with Sole Member**: Where the Company enters into a contract with the sole member which is not in the ordinary course of business and which is not in writing, and the sole member also represents the Company in the transaction (whether as a director or otherwise), the directors shall ensure that the terms of the contract are forthwith set out in a written memorandum or are recorded in the minutes of the next directors meeting.

Names, addresses and descriptions of subscribers	Number of Shares taken by each Subscriber
Barclays Bank PLC 1 Churchill Place London E14 5HP United Kingdom DAVID ROTHNIE Authorised representative for and on behalf of Barclays Bank PLC	898,676, 063 Ordinary Shares
Barclays International Holdings Limited 1 Churchill Place London E14 5Hp United Kingdom RICHARD STOKES	19 Ordinary Shares
Total Shares Taken	898, 676, 082 Ordinary Shares

Signatures in writing of the above subscribers, attested by witness as provided for below:

Dated the 21 day of OCTOBER 2026

Witness to the above Signatures:

Signature:

Name: OLIVER LUCAS

Address: 1 CHURCHILL PLACE
CANARY WHARF
LONDON
E14 5HP
UNITED KINGDOM

Kashif Ahmad
1 Churchill Place
Canary Wharf
London
E14 5HP
United Kingdom

Barclays Bank Ireland PLC Board - External Directorships

Name	Company Name	Company Number
Diony Lebot	Alpha Bank S.A.	60210000
	EQT AB	556849-4180
	Ayvens	417 689 395
	SOGECAP	086 380 730
	Société Générale S.A.	552120222
	Barclays PLC	00048839
Etienne Boris	Société Agricole et Immobilière	559801782
	Stahl Parent BV	63799618
	Miltiades SAS	840 875 074
	Monte Paschi Banque SA ('MPB')	692 016 371
	RCI Bank and Services	306 523 358
Jennifer Allerton	Iron Mountain Inc	1020569
	Sandvik AB	556579-5464
	Aveva Group plc	02937296
Francesco Ceccato	Ladygrove Farm Management Limited	06323653
Joanna Nader	The Really Stable Company Limited	04062906
	TP ICAP Group PLC	05807599
	G.H. Financials	02775278
Eduardo Stock da Cunha	Fidelidade - Companhia de Seguros S.A.	450470877
	Lloyds Bank Corporate Markets PLC	10399850
	Caixa Geral de Depósitos	450470737
	Sport Lisboa e Benfica (SLB)	450395108
	Sport Lisboa e Benfica – Futebol, SAD	336073619
Sylvie Matherat	CCF Holding (formally Promotoria)	820982619
	My Money Bank	784393340
	Groupe CCF	315769257
	Penta Oikos	824180103
	Lugny Conseil	442781746
	OK Mobility Group SA	B-57951758
	Hamburg Commercial Bank AG	HR B87366
Gian Marco Martino	SWP Strategy GmbH	CHE-139.011.067
Claire Dumas	Kereis Group	881637128
	Elior Group	01106729
	Qonto	819 489 626
	BPI France	320 252 489
	Société Générale S.A.	552120222

AN ARD-CHÚIRT
THE HIGH COURT

THE HIGH COURT
RECORD NUMBER: H.MCA.2026.0000228

(2026 38 COM)

WEDNESDAY THE 7TH DAY OF OCTOBER 2026

BEFORE MR. JUSTICE CIAN FERRITER

IN THE MATTER OF AN APPLICATION UNDER ARTICLE 25(2) AND AN APPLICATION UNDER ARTICLE 26 OF COUNCIL REGULATION (EC) NO. 2157/2001 OF 8 OCTOBER 2001 ON THE STATUTE FOR A EUROPEAN COMPANY (SE), THE EUROPEAN COMMUNITIES (EUROPEAN PUBLIC LIMITED LIABILITY COMPANY) REGULATIONS 2007 AND CHAPTER 16 OF PART 17 OF THE COMPANIES ACT 2014 AND

IN THE MATTER OF BARCLAYS BANK IRELAND PLC

AND

IN THE MATTER OF BARCLAYS ADF SA

Upon Motion of Counsel for the Applicants, Barclays Bank Ireland PLC (**BBI**) and Barclays ADF SA (**Barclays ADF**) (together, the **Applicants**) pursuant to the Notice of Motion filed on the 12th day of May 2026 and the Originating Notice of Motion filed on the 12th day of May 2026 seeking the following orders:

1. Subject to compliance with the directions of this Honourable Court sought below, on application of BBI, a certificate from this Honourable Court pursuant to Article 25(2) of Council Regulation (EC) No 2157/2001 of 8th October 2001 on the Statute for a European Company (SE) (the **SE Regulation**) as implemented into Irish law by the European Communities (European Public Limited Liability Company) Regulations 2007 (the **2007 Regulations**) and appended as a schedule to this order is issued conclusively attesting to the completion by BBI and Barclays ADF of the pre-merger

acts and formalities before the proposed merger of the applicants herein pursuant to Article 2(1) of the SE Regulation being:

a. the common draft terms of merger for the Proposed Merger to form the new Societas Europaea (**SE**) which is to be incorporated as Barclays Europe SE (**BE SE**) (the **Common Draft Terms of Merger**) were drawn up in accordance with Article 20 of the SE Regulation and contain all of the information as required by the said Article 20 and by section 1131 of the Companies Act 2014 as amended (the **2014 Act**);

b. the Common Draft Terms of Merger were approved by the directors of BBI and then signed in accordance with section 1131(5) of the 2014 Act;

c. the sole member of BBI has availed of the exemption set out in section 1132(5)(a) of the 2014 Act and therefore a directors' explanatory report (as referred to in section 1132 of the 2014 Act) is not required;

d. the sole member of BBI has availed of the exemption set out in section 1133(14)(a) of the 2014 Act and therefore an expert's report (as referred to in section 1133 of the 2014 Act) is not required;

e. the sole member of BBI has duly availed of the exemption set out in section 1134(8) of the 2014 Act and therefore a merger financial statement (as referred to in section 1134 of the 2014 Act) is not required;

f. the Common Draft Terms of Merger were delivered to the Irish Registrar of Companies, together with a Form SE19, as required by section 1135(1)(a) of the 2014 Act;

g. notice of delivery of the Common Draft Terms of Merger was published in the CRO Gazette as required by section 1135(1)(b) of the 2014 Act and Article 21 of the SE Regulation together with the full particulars required by the said

Article 21;

h. a copy of the Common Draft Terms of Merger, the statutory financial statements of BBI for the three financial years preceding the execution of the Common Draft Terms of Merger (being 31st December 2022 31st December 2023 and 31st December 2024) and the unaudited interim financial statements of Barclays ADF for the period between 27th December 2023 and 31 December 2024 and for the period between 1st January 2025 and 30th November 2025 were made available at the registered office of BBI during business hours for a period of at least 30 days before the general meetings of BBI at which the Common Draft Terms of Merger were put t the sole shareholder for approval as required by section 1136(1) of the 2014 Act and

i. the Common Draft Terms of Merger were approved, by way of special resolution by the sole shareholder of BBI at a general meeting duly convened and held as required by section 1137 of the 2014 Act and Article 23 of the SE Regulation. The shareholders' meeting was held on 27th April 2026 at least 30 days after all of the publication requirements were met, as required by the 2014 Act

2. On the application of BBI and Barclays ADF, subject to receipt of (i) a certificate as referred to in paragraph 1 above and (ii) a certificate from the competent authority in France confirming that Barclays ADF has completed the pre-merger requirements under the applicable laws of France, an order pursuant to Article 26 of the SE Regulation confirming that the Proposed Merger complies with the SE Regulation and the 2007 Regulations in all respects and confirming scrutiny of the legality of the Proposed Merger as regards that part of the procedure concerning the completion of the Proposed Merger and the formation of the SE for the purpose of Article 26 of the

SE Regulation and that BBI takes the form of a Societas Europaea to be called Barclays Europe SE;

3. Directions as to the date, notification and mode of the hearing in respect of the present Originating Notice of Motion
4. A direction that the applications pursuant to paragraphs 1 and 2 above be heard sequentially and on the same day before the same judge
5. If appropriate directions as to the filing of further affidavits herein
6. If appropriate directions as to the service of the proceedings on any third parties and consequential directions as to the filing of affidavit evidence by such third parties and affidavits in reply by the Applicants
7. If appropriate directions as to the advertisement of the hearing of the proceedings referred to in paragraph 2 above
8. A direction that the requirement under Order 75, rule 26(2)(c) of the Rules of the Superior Courts for an enquiry as to debts or claims of creditors or for the settlement of a list of creditors be dispensed with
9. Such further or other order as this Honourable Court considers appropriate
10. An order granting the Applicants liberty to apply
11. If appropriate, an order making provision for the costs of this application and
12. Further or other relief

Whereupon and on reading the said Notice of Motion the Affidavit of Gian Marco Martino filed on the 12th day of May 2026 grounding the Notice of Motion the Certificate thereto of Jennie Quirke of A&L Goodbody LLP Solicitors filed on the 12th day of May 2026, containing the undertakings in compliance with High Court Practice Direction HC122 the said Originating Notice of Motion herein the Grounding Affidavit of Gian Marco Martino filed on the 12th day of May 2026 grounding the said Originating Notice of Motion herein

together with the exhibits thereto the Affidavit of Service of Ivan Rakhmanin filed on the 8th of June 2026, together with the exhibits thereto, the Supplemental Affidavit of Francesco Ceccato filed on the 29th of September 2026, together with the exhibits thereto, the Affidavit of Chiara Italiano filed on the 29th of September 2026, together with the exhibits thereto, the Second Affidavit of Service of Ivan Rakhmanin filed on the 30th of September 2026 together with the exhibits thereto, and the Affidavit of John David Mulcahy filed on the 6th day of October 2026, together with the exhibit thereto

And on hearing said Counsel for the Applicants

THE COURT DOTH CERTIFY that BBI has properly completed and complied with the pre-merger requirements within the meaning of the SE Regulation and the 2007 Regulations for a merger with Barlcays ADF

AND THE COURT DOTH ORDER AND DIRECT that a pre-merger certificate in the form prescribed by Order 75 Rule 36(5) of the Rules of the Superior Courts (the **Irish Pre-Merger Certificate**), the form of which is included herein in **Appendix A** be issued to BBI as confirmation of such

AND THE COURT DOTH CERTIFY scrutiny, following issuance of the Irish Pre-Merger Certificate, pursuant to Order 75, rule 37 of the Rules of the Superior Courts and Article 26 of the SE Regulation of the legality of the merger as regards that part of the procedure which concerns the completion of the merger and the formation of the SE

AND THE COURT DOTH ORDER that the Proposed Merger, which is intended to take effect on 23rd day of November 2026 complies with the SE Regulation and the 2007 Regulations in all respects and that BBI takes the form of a Societas Europaea to be called Barclays Europe SE

AND IT IS FURTHER ORDERED pursuant to Order 75 Rule 37(4) of the Rules of

the Superior Courts that the Registrar of the Court shall forthwith send a certified copy of this Order to the Registrar of Companies

CIARAN BYRNE
Registrar

Perfected: 9th day of October, 2026

A&L Goodbody LLP
Solicitors for the Applicants

A COPY WHICH I ATTEST
FOR REGISTRAR

AN ARD-CHÚIRT
THE HIGH COURT

Appendix A

PRE-MERGER CERTIFICATE (FORMATION OF EUROPEAN PUBLIC LIMITED LIABILITY COMPANY BY MERGER)

THE HIGH COURT

COMMERCIAL

2026 No 228 MCA

2026 No 38 COM

IN THE MATTER OF AN APPLICATION UNDER ARTICLE 25(2) AND AN APPLICATION UNDER ARTICLE 26 OF COUNCIL REGULATION (EC) NO. 2157/2001 OF 8 OCTOBER 2001 ON THE STATUTE FOR A EUROPEAN COMPANY (SE), THE EUROPEAN COMMUNITIES (EUROPEAN PUBLIC LIMITED LIABILITY COMPANY) REGULATIONS 2007 AND CHAPTER 16 OF PART 17 OF THE COMPANIES ACT 2014

AND

IN THE MATTER OF BARCLAYS BANK IRELAND PLC

AND

IN THE MATTER OF BARCLAYS ADF SA

Applicants

In the matter of Article 25(2) of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European company (SE)

On the application of Barclays Bank Ireland PLC, having its registered office at One Molesworth Street, Dublin 2, Ireland, an Irish merging company (hereinafter referred to as "the Applicant"), under the above-mentioned Regulation in respect of a proposed merger with Barclays ADF SA.

THE COURT HEREBY CERTIFIES that the Applicant has completed properly the pre-merger acts and formalities in respect of such merger.

Dated this 15th day of October 2026

Signed.. Ciara Byrne

Registrar

GREFFE DU TRIBUNAL DES
ACTIVITES ECONOMIQUES
DE PARIS
1, QUAI DE LA CORSE - PASQUALE PAOLI
75195 PARIS CEDEX 04

N° 96-3708
Kenja RAPINEL-TOMBOIS
Traductrice interprète anglais-allemand

Certificat de conformité des actes et des formalités préalables à la fusion.
(Article L.229-3 du Code de commerce)

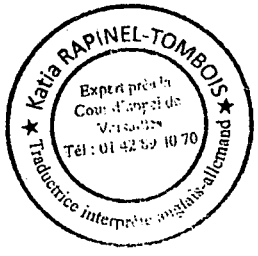
Paris, le 12 juin 2026

Je soussigné Maupin-Robert Angelco, greffier du tribunal de commerce de Paris, atteste que la société Barclays ADF, Société anonyme, immatriculée au registre du commerce et des sociétés de Paris sous le numéro 982 635 112 R.C.S. Paris, ayant son siège 34-36 avenue de Friedland 75008 Paris, a, suivant notre contrôle, remis le 19 mai 2026 au greffier chargé du contrôle mentionné à l'article L.229-3 du Code de commerce un dossier contenant les documents et informations visées à l'article L.236-17 du code de commerce Ces actes et formalités ont été accomplis préalablement à l'opération de fusion avec la société BARCLAYS BANK IRELAND PLC, Société anonyme de droit irlandais dont le siège social est situé One Molesworth Street, Dublin 2, Irlande identifiée au immatriculée auprès du Companies Registration Office de Dublin sous le numéro 396330

Le projet de fusion transfrontalière a été déposé en annexe du registre du commerce et des sociétés en date du 6 janvier 2026.

En conséquence, le présent certificat est délivré conformément à l'article L. 229-3 du Code de commerce et fait pour servir et valoir ce que de droit.

Le greffier


Katia RAPINEL-TOMBOIS
Expert près la
Cour d'appel de
Versailles
Tél : 01 42 59 10 70
Traductrice interprète anglais-allemand

REGISTRY OF THE BUSINESS
COURT
OF PARIS

1, QUAI DE LA CORSE PASQUALE PAOLI
75189 PARIS CEDEX 04

Certificate of compliance of acts and formalities prior to the merger.

(Article L.229-3 of the French Commercial Code)

Paris, 12 June 2026

I, the undersigned, Maupin-Robert Angelco, Clerk of the Paris Commercial Court, certify that Barclays ADF, a public limited company, registered with the Paris Trade and Companies Register under number 982 635 112 R.C.S. Paris, having its registered office at 34-36 avenue de Friedland 75008 Paris, has, following our audit, submitted on 19 May 2026 to the clerk responsible for the audit mentioned in Article L.229-3 of the French Commercial Code a file containing the documents and information referred to in Article L.236-17 of the French Commercial Code. These acts and formalities were carried out prior to the merger with BARCLAYS BANK IRELAND PLC, a public limited company incorporated under Irish law whose registered office is located at One Molesworth Street, Dublin 2, Ireland identified in the Companies Registration Office of Dublin under number 396330

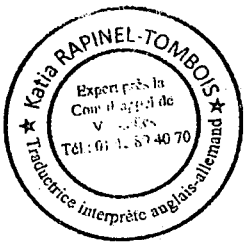
The proposed transnational merger was filed in the appendix to the Trade and Companies Register on 6 January 2026.

Consequently, this certificate is issued in accordance with Article L. 229-3 of the French Commercial Code and made for all legal intents and purposes.

The clerk

[stamp of BUSINESS COURT OF ★ PARIS ★ FRENCH REPUBLIC]

The clerk
A. MAUPIN ROBERT



[Illegible stamp]

Chambre de commerce et d'industrie
de région Paris Ile-de-France
07.07.26 003350

Katia RAPINEL-TOMBOIS
Expert près la Cour d'appel de [illegible]
Tél : 01 [illegible] 89 40 70
Traducteur interprète anglais français

2 copie
Certifié conforme à ~~l'original~~ :
N° d'inscription : 21.3708
Écrit en langue : française
Fait le 27/06/2026

Chambre de commerce et d'industrie de région Paris Ile-de-France

Vu exclusivement pour certification matérielle de la signature de

M. Katia RAPINEL-TOMBOIS

(seen exclusively to certify the above signature)

Pour le Président, Yanique BRAS

Centre de la Légalisation
& de l'Apostille de Paris

Katia RAPINEL-TOMBOIS
Expert près la Cour d'appel de Versailles
Tél : 01 42 89 40 70
Traduction française de texte anglais-allemand

Certificate of Exemption from Formalities

la copie
Certifié conforme à l'original :
N° d'inscription : 26-4551
Écrit en langue : française
Fait le : 07/08/2026

This document is issued by the Centre de la Légalisation et de l'Apostille de Paris

To whom it may concern,

The Centre de la Légalisation et de l'Apostille de Paris (Paris Legalisation and Apostille Centre) has been authorised to receive requests for apostille formalities since 1 May 2025 in accordance with Decree No. 2021-1205 of 17 September 2021 on the legalisation and apostille of public acts drawn up by the French authorities and the Order of 23 December 2024 adopted for the application of Article 1 of Decree No. 2024-1200 of 23 December 2024.

The Centre was contacted on **16 July 2026** for the purpose of carrying out an administrative formality.

The documents sent to the Centre are intended to be submitted to the **IRISH** authorities.

After examining the application, it appears that an exemption from formality applies on the basis of the **Convention of the European Communities of 25 May 1987.**

The documents concerned are as follows: **Private documents with signature certification.**

This exemption applies even in the event that the receiving State adhered after the Hague Convention of 5 October 1961.

This certificate is drawn up for all legal intents and purposes.

Done in Paris, on **16 July 2026.**

By delegation of the Director of the Centre de la Légalisation et de l'Apostille de Paris,

[illegible signature]
[stamp: Chambre interdépartementale des notaires de Paris (Interdepartmental Chamber of Notaries of Paris)]

Centre de la Légalisation
& de l'Apostille de Paris

N°26-4559
Katia RAPINEL-TOMBOIS
Expert près la Cour d'appel de Versailles
Tél : 01 42 89 40 70
Traduction interprète anglais-allemand

Attestation de Dispense de Formalité

Ce document est émis par le Centre de la Légalisation et de l'Apostille de Paris

A qui de droit,

Le Centre de la Légalisation et de l'Apostille de Paris est habilité à recevoir des demandes de formalités d'apostille depuis le 1er mai 2025 conformément au décret n° 2021-1205 du 17 septembre 2021 relatif à la légalisation et à l'apostille des actes publics établis par les autorités françaises et de l'arrêté du 23 décembre 2024 pris pour l'application de l'article 1er du décret n° 2024-1200 du 23 décembre 2024.

Le Centre a été saisi, en date du **16 juillet 2026** aux fins de l'accomplissement d'une formalité administrative.

Les documents transmis au Centre sont destinés à être présentés aux autorités **IRLANDAISES**

Après examen de la demande, il apparaît qu'une dispense de formalité s'applique sur le fondement de la **Convention des Communautés européennes du 25 mai 1987**.

Les documents concernés sont les suivants : **Documents sous seing privé avec certification de signature.**

Ladite dispense s'impose y compris dans l'hypothèse où l'État destinataire adhérerait postérieurement à la Convention de La Haye du 5 octobre 1961.

La présente attestation est établie pour servir et valoir ce que de droit.

Fait à Paris, le **16 juillet 2026**.

Par délégation de la Directrice du Centre de la Légalisation et de l'Apostille de Paris,

Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

T +353 (0)1 224 6000

Bosca PO 559
Baile Átha Cliath 1

PO Box 559
Dublin 1

www.centralbank.ie

Mr Francesco Ceccato
Chief Executive Officer
Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2
D02 RF29

A&L Goodbody LLP
25 North Wall Quay
Dublin 1
D01 H104

1 October 2026

Barclays Bank Ireland PLC (BBI) and Barclays ADF SA (Barclays ADF) - High Court Application – In the matter of an application under Article 25(2) and an application under Article 26 of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European company (SE), the European Communities (European Public Limited Liability Company) Regulations 2007 and Chapter 16 of Part 17 of the Companies Act 2014 and in the matter of Barclays Bank Ireland plc and in the matter of Barclays ADF SA High Court Record No. 2026/228 MCA (2026/38 COM)

Dear Sirs,

I refer to correspondence received from A&L Goodbody LLP dated 28 October 2025 in which it is indicated that BBI will wish to obtain a "no objection" letter from the Central Bank in respect of the proposed conversion of BBI to a Societas Europaea (SE).

Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

I also refer to the above proceedings, a copy of which were served on the Central Bank on 22 May 2026, and to the additional documents served on the Central Bank on 30 September 2026.

I note that orders have been sought pursuant to Article 25(2) and 26 of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European company (SE) in relation to a proposed merger between Barclays Bank Ireland plc and Barclays ADF SA, and that the matter stands adjourned for hearing on 7 October 2026.

I understand that in the above proceedings Barclays ADF proposes to merge with BBI by way of cross-border merger by acquisition whereby BBI will acquire all the assets and liabilities of Barclays ADF and BBI will be registered as Societas Europaea (SE) with the CRO having its registered office in Ireland. I understand that, subject to the reliefs sought being granted, BBI intends to transfer the registered office of the SE from Ireland to France following completion of the proposed merger.

I can confirm that the Central Bank of Ireland has no-objection to this application.

Yours sincerely,

Micheál Kelly

Micheál Kelly
Head of Function
International Banks Supervision Division

Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

T +353 (0)1 224 6000

Bosca PO 559
Baile Átha Cliath 1

PO Box 559
Dublin 1

www.centralbank.ie

Mr Francesco Ceccato
Chief Executive Officer
Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2
D02 RF29

21 October 2026

Re: Request for a letter of non-objection

Dear Mr Ceccato,

We refer to your request for a letter of non-objection in relation to the proposed name of Barclays Europe SE. The Central Bank confirms that it does not object to the proposed name of Barclays Europe SE.

Kind regards,

Micheál Kelly

Micheál Kelly
Head of Function
International Banks Supervision Division

COUNCIL REGULATION (EC) NO. 2157/2001 ON THE STATUTE FOR A EUROPEAN COMPANY (SE), THE EUROPEAN COMMUNITIES (EUROPEAN PUBLIC LIMITED-LIABILITY COMPANY) REGULATIONS 2007 AND THE COMPANIES ACT 2014

Notice is hereby given pursuant to Article 28 of Council Regulation (E.C.) No. 2157/2001(hereinafter referred to as "the Council Regulation") and Regulation 22 of the European Communities (European Public Limited-Liability Company) Regulations 2007, that the merger, pursuant to Article 2(1) of the Council Regulation, of Barclays ADF SA (a public limited company (*société anonyme*) incorporated under and governed by the laws of France) with Barclays Bank Ireland PLC (**BBI**) (a public limited company formed and registered in Ireland having registered number 396330) was completed on 23 November 2026, with the Societas Europaea or SE under the name "Barclays Europe SE" having been registered under number 396330 by the Registrar of Companies in accordance with Article 12 of the Council Regulation on 23 November 2026 and the said merger having taken effect, pursuant to Article 27 of the Council Regulation, on the date of said registration of Barclays Europe SE.

Date: 23 November 2026

A&L Goodbody, Solicitors for Barclays Europe SE, 25 North Wall Quay, Dublin 1.

Restricted - External

AN ARD-CHÚIRT
THE HIGH COURT

an Oifig um Chlárú Cuideachtaí
RECEIVED
12 OCT 2026
PC-019
Companies Registration Office

The Registrar of Companies,
Companies Registration Office
Bloom House
Gloucester Place Lower
Dublin 1

BY REGISTERED POST

9th October 2026

Re: High Court Record Number 2026 228 MCA
BARCLAYS BANK IRELAND PLC & ANOR

Dear Registrar,

Please find attached Order of Ms Justice Eileen Roberts in relation to the above matter.

Yours sincerely

Ciaran Byrne
High Court Registrar

AN ARD-CHÚIRT
THE HIGH COURT

THE HIGH COURT
RECORD NUMBER: H.MCA.2026.0000228

(2026 38 COM)

WEDNESDAY THE 7TH DAY OF OCTOBER 2026

BEFORE MR. JUSTICE CIAN FERRITER

IN THE MATTER OF AN APPLICATION UNDER ARTICLE 25(2) AND AN APPLICATION UNDER ARTICLE 26 OF COUNCIL REGULATION (EC) NO. 2157/2001 OF 8 OCTOBER 2001 ON THE STATUTE FOR A EUROPEAN COMPANY (SE), THE EUROPEAN COMMUNITIES (EUROPEAN PUBLIC LIMITED LIABILITY COMPANY) REGULATIONS 2007 AND CHAPTER 16 OF PART 17 OF THE COMPANIES ACT 2014 AND

IN THE MATTER OF BARCLAYS BANK IRELAND PLC

AND

IN THE MATTER OF BARCLAYS ADF SA

Upon Motion of Counsel for the Applicants, Barclays Bank Ireland PLC (**BBI**) and Barclays ADF SA (**Barclays ADF**) (together, the **Applicants**) pursuant to the Notice of Motion filed on the 12th day of May 2026 and the Originating Notice of Motion filed on the 12th day of May 2026 seeking the following orders:

1. Subject to compliance with the directions of this Honourable Court sought below, on application of BBI, a certificate from this Honourable Court pursuant to Article 25(2) of Council Regulation (EC) No 2157/2001 of 8th October 2001 on the Statute for a European Company (SE) (the **SE Regulation**) as implemented into Irish law by the European Communities (European Public Limited Liability Company) Regulations 2007 (the **2007 Regulations**) and appended as a schedule to this order is issued conclusively attesting to the completion by BBI and Barclays ADF of the pre-merger

acts and formalities before the proposed merger of the applicants herein pursuant to Article 2(1) of the SE Regulation being:

a. the common draft terms of merger for the Proposed Merger to form the new Societas Europaea (**SE**) which is to be incorporated as Barclays Europe SE (**BE SE**) (the **Common Draft Terms of Merger**) were drawn up in accordance with Article 20 of the SE Regulation and contain all of the information as required by the said Article 20 and by section 1131 of the Companies Act 2014 as amended (the **2014 Act**);

b. the Common Draft Terms of Merger were approved by the directors of BBI and then signed in accordance with section 1131(5) of the 2014 Act;

c. the sole member of BBI has availed of the exemption set out in section 1132(5)(a) of the 2014 Act and therefore a directors' explanatory report (as referred to in section 1132 of the 2014 Act) is not required;

d. the sole member of BBI has availed of the exemption set out in section 1133(14)(a) of the 2014 Act and therefore an expert's report (as referred to in section 1133 of the 2014 Act) is not required;

e. the sole member of BBI has duly availed of the exemption set out in section 1134(8) of the 2014 Act and therefore a merger financial statement (as referred to in section 1134 of the 2014 Act) is not required;

f. the Common Draft Terms of Merger were delivered to the Irish Registrar of Companies, together with a Form SE19, as required by section 1135(1)(a) of the 2014 Act;

g. notice of delivery of the Common Draft Terms of Merger was published in the CRO Gazette as required by section 1135(1)(b) of the 2014 Act and Article 21 of the SE Regulation together with the full particulars required by the said

Article 21;

h. a copy of the Common Draft Terms of Merger, the statutory financial statements of BBI for the three financial years preceding the execution of the Common Draft Terms of Merger (being 31st December 2022 31st December 2023 and 31st December 2024) and the unaudited interim financial statements of Barclays ADF for the period between 27th December 2023 and 31 December 2024 and for the period between 1st January 2025 and 30th November 2025 were made available at the registered office of BBI during business hours for a period of at least 30 days before the general meetings of BBI at which the Common Draft Terms of Merger were put t the sole shareholder for approval as required by section 1136(1) of the 2014 Act and

i. the Common Draft Terms of Merger were approved, by way of special resolution by the sole shareholder of BBI at a general meeting duly convened and held as required by section 1137 of the 2014 Act and Article 23 of the SE Regulation. The shareholders' meeting was held on 27th April 2026 at least 30 days after all of the publication requirements were met, as required by the 2014 Act

2. On the application of BBI and Barclays ADF, subject to receipt of (i) a certificate as referred to in paragraph 1 above and (ii) a certificate from the competent authority in France confirming that Barclays ADF has completed the pre-merger requirements under the applicable laws of France, an order pursuant to Article 26 of the SE Regulation confirming that the Proposed Merger complies with the SE Regulation and the 2007 Regulations in all respects and confirming scrutiny of the legality of the Proposed Merger as regards that part of the procedure concerning the completion of the Proposed Merger and the formation of the SE for the purpose of Article 26 of the

SE Regulation and that BBI takes the form of a Societas Europaea to be called Barclays Europe SE;

3. Directions as to the date, notification and mode of the hearing in respect of the present Originating Notice of Motion
4. A direction that the applications pursuant to paragraphs 1 and 2 above be heard sequentially and on the same day before the same judge
5. If appropriate directions as to the filing of further affidavits herein
6. If appropriate directions as to the service of the proceedings on any third parties and consequential directions as to the filing of affidavit evidence by such third parties and affidavits in reply by the Applicants
7. If appropriate directions as to the advertisement of the hearing of the proceedings referred to in paragraph 2 above
8. A direction that the requirement under Order 75, rule 26(2)(c) of the Rules of the Superior Courts for an enquiry as to debts or claims of creditors or for the settlement of a list of creditors be dispensed with
9. Such further or other order as this Honourable Court considers appropriate
10. An order granting the Applicants liberty to apply
11. If appropriate, an order making provision for the costs of this application and
12. Further or other relief

Whereupon and on reading the said Notice of Motion the Affidavit of Gian Marco Martino filed on the 12th day of May 2026 grounding the Notice of Motion the Certificate thereto of Jennie Quirke of A&L Goodbody LLP Solicitors filed on the 12th day of May 2026, containing the undertakings in compliance with High Court Practice Direction HC122 the said Originating Notice of Motion herein the Grounding Affidavit of Gian Marco Martino filed on the 12th day of May 2026 grounding the said Originating Notice of Motion herein

together with the exhibits thereto the Affidavit of Service of Ivan Rakhmanin filed on the 8th of June 2026, together with the exhibits thereto, the Supplemental Affidavit of Francesco Ceccato filed on the 29th of September 2026, together with the exhibits thereto, the Affidavit of Chiara Italiano filed on the 29th of September 2026, together with the exhibits thereto, the Second Affidavit of Service of Ivan Rakhmanin filed on the 30th of September 2026 together with the exhibits thereto, and the Affidavit of John David Mulcahy filed on the 6th day of October 2026, together with the exhibit thereto

And on hearing said Counsel for the Applicants

THE COURT DOTH CERTIFY that BBI has properly completed and complied with the pre-merger requirements within the meaning of the SE Regulation and the 2007 Regulations for a merger with Barlcays ADF

AND THE COURT DOTH ORDER AND DIRECT that a pre-merger certificate in the form prescribed by Order 75 Rule 36(5) of the Rules of the Superior Courts (the **Irish Pre-Merger Certificate**), the form of which is included herein in **Appendix A** be issued to BBI as confirmation of such

AND THE COURT DOTH CERTIFY scrutiny, following issuance of the Irish Pre-Merger Certificate, pursuant to Order 75, rule 37 of the Rules of the Superior Courts and Article 26 of the SE Regulation of the legality of the merger as regards that part of the procedure which concerns the completion of the merger and the formation of the SE

AND THE COURT DOTH ORDER that the Proposed Merger, which is intended to take effect on 23rd day of November 2026 complies with the SE Regulation and the 2007 Regulations in all respects and that BBI takes the form of a Societas Europaea to be called Barclays Europe SE

AND IT IS FURTHER ORDERED pursuant to Order 75 Rule 37(4) of the Rules of

the Superior Courts that the Registrar of the Court shall forthwith send a certified copy of this Order to the Registrar of Companies

CIARAN BYRNE
Registrar

Perfected: 9th day of October, 2026

A&L Goodbody LLP

Solicitors for the Applicants

A COPY WHICH I ATTEST

.....

FOR REGISTRAR

AN ARD-CHÚIRT
THE HIGH COURT

Appendix A

PRE-MERGER CERTIFICATE (FORMATION OF EUROPEAN PUBLIC LIMITED LIABILITY COMPANY BY MERGER)

THE HIGH COURT

COMMERCIAL

2026 No 228 MCA

2026 No 38 COM

IN THE MATTER OF AN APPLICATION UNDER ARTICLE 25(2) AND AN APPLICATION UNDER ARTICLE 26 OF COUNCIL REGULATION (EC) NO. 2157/2001 OF 8 OCTOBER 2001 ON THE STATUTE FOR A EUROPEAN COMPANY (SE), THE EUROPEAN COMMUNITIES (EUROPEAN PUBLIC LIMITED LIABILITY COMPANY) REGULATIONS 2007 AND CHAPTER 16 OF PART 17 OF THE COMPANIES ACT 2014

AND

IN THE MATTER OF BARCLAYS BANK IRELAND PLC

AND

IN THE MATTER OF BARCLAYS ADF SA

Applicants

In the matter of Article 25(2) of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European company (SE)

On the application of Barclays Bank Ireland PLC, having its registered office at One Molesworth Street, Dublin 2, Ireland, an Irish merging company (hereinafter referred to as "the Applicant"), under the above-mentioned Regulation in respect of a proposed merger with Barclays ADF SA.

THE COURT HEREBY CERTIFIES that the Applicant has completed properly the pre-merger acts and formalities in respect of such merger.

Dated this .... day of 2026

Signed.....

Registrar

Number 396330

Certificate

I hereby certify that

BARCLAYS EUROPE SE

Is this day formed under Article2(1) of Council Regulation 2157/2001 on the Statute for a European Company (SE) following completion of a merger and was on this day registered by the Registrar of Companies pursuant to Article 12 of Council Regulation 2157/2001 and Regulation 8 of the E.C. (European Public Limited Liability Company) Regulations 2007.

Given under my hand at Dublin, this

Tuesday 23rd of November 2026

For Registrar of Companies