

GENTOO SUNDERLAND LIMITED

Company Number 4039199

Existing Clause from the Memorandum of Association

Rate Cap Transactions

6. The Company shall have power to enter into and perform a Rate Cap Transaction, or series of Rate Cap Transactions, where the Board (or a duly authorised sub-committee established under the Articles) considers entry by the Company into such transaction(s) to be in the best interest of the Company provided that at the time of entry into any such transaction(s) the sum of the Calculation Amount of any Rate Cap Transaction previously entered into and remaining in effect and the Calculation Amount of the proposed Rate Cap Transaction(s) shall not exceed the lower of:-
 - 6.1 any limit imposed on the borrowing powers of the Company; or
 - 6.2 the aggregate amount of the Company's Variable Rate Borrowing then drawn down plus the amount of any existing contractually committed loan facilities not yet drawn down in respect of amounts which the Company intends at the Effective Date when drawn will become Variable Rate Borrowings; and
 - 6.3 the counterparty to each Rate Cap Transaction is the Floating Rate Payer;
 - 6.4 prior to exercising its power under clause 6, the Company shall obtain and consider proper advice on the question of whether the Rate Cap Transaction is satisfactory having regard to:-
 - 6.4.1 the possible fluctuations in the rate of interest payable by the Company under its Variable Rate Borrowings during the term of the Rate Cap Transaction(s);
 - 6.4.2 the Company's ability to meet its payment obligations under the Variable Rate Borrowings during the term of the Rate Cap Transaction(s) if that transaction was not entered into;
 - 6.4.3 the payment obligations under the Rate Cap Transaction(s); and
 - 6.4.4 the Company's actual and projected annual income and expenditure position.
- 6.5 For the purposes of clause 6.4 proper advice is the advice of a person who is reasonably believed by the Board to be qualified by their ability in and practical experience of financial matters and Rate Cap Transactions and is properly authorised to give such advice under the provisions of the Financial Services and Markets Act 2000, such advice may be given by a person notwithstanding that they give it in the course of their employment as an Officer.
- 6.6 A person entering into a Rate Cap Transaction as Floating Rate Payer with the Company who has received a written certificate signed by the Secretary confirming the Company's compliance with clauses 6.3 and 6.4 shall not be concerned to enquire further whether or not the Company has complied with the provisions of clauses 6.3 and 6.4 and such Rate Cap Transaction shall be valid at the date it is entered into and throughout its term in favour of such person (or any assignee or successor in title) whether or not the provisions of clauses 6.3 and 6.4 have been complied with.

6.7 For the purpose of this clause 6:-

"Calculation Amount", "Effective Date", "Floating Rate Payer", "Term" and "Termination Date" have the respective meanings given in the 2000 ISDA Definitions as amended from time to time;

"Variable Rate Borrowing" means any borrowing by the Company pursuant to clause 5.13 in respect of which the rate of interest has not been fixed and shall exclude any borrowing where the rate of interest is indexed in accordance with a retail prices index or other published index; and

"Rate Cap Transaction" means a cap transaction within the meaning of **"swap transaction"** as defined in the 2000 ISDA Definitions as amended from time to time.