

DATED 29/10/..... 2019

FITCH RATINGS IRELAND LIMITED

AND

FITCH POLSKA SPÓŁKA AKCYJNA

**COMMON DRAFT TERMS OF
CROSS-BORDER MERGER
(merger by absorption)**

LK SHIELDS
YOUR LEGAL COUNSEL

www.lkshields.ie
email@lkshields.ie

DUBLIN | LONDON | GALWAY

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THESE COMMON DRAFT TERMS OF CROSS-BORDER MERGER are dated 29/10/2019
 BETWEEN:

- (1) **FITCH RATINGS IRELAND LIMITED**, a private company limited by shares incorporated under and subject to the laws of Ireland with company number 637934 and having its registered office at 39/40 Upper Mount Street, Dublin 2, D02 PR89, Ireland (the "**Successor Company**"); and
- (2) **FITCH POLSKA SPÓŁKA AKCYJNA**, a private joint stock company incorporated under and subject to the laws of Poland, registered in the register of entrepreneurs of National Court Register kept by a District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, under the KRS number 0000081384 and having its registered office at 16 Królewska Street, 00-103 Warsaw, Poland, Tax Identification Number (NIP) 5251560437, with the fully paid-up capital of 271,492.32 Polish zlotys (the "**Transferor Company**"),

PURSUANT TO the provisions of the Irish Regulations (as defined below), the provisions of the CCC (as defined below) and Article 122 of the Directive (as defined below).

1 INTERPRETATION

1.1 Definitions

In these Common Draft Terms unless the context otherwise requires or unless otherwise specified:

Accounts of the Transferor Company	the interim accounts of the Transferor Company for the period ended 2 September 2019, attached hereto in the First Schedule;
Accounts of the Successor Company	the accounts of the Successor Company as at 31 July 2019, attached hereto in the Second Schedule;
Assets	all assets held by the Transferor Company as at the Effective Date;
Business Day	a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in the Republic of Ireland and the Republic of Poland;
CCC	the Polish Commercial Companies Code dated 15 September 2000;
Certificate	a certificate of completion of the pre-merger requirements issued by the Irish Court pursuant to Regulation 13 of the Irish Regulations;
Common Draft Terms	these common draft terms of the Cross-Border Merger;
CRA Regulation	Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies;
CRO	the Irish Companies Registration Office;

CRO Gazette	has the meaning set out in the Irish Regulations;
Cross-Border Merger	a merger of a national limited liability company with a capital company (limited liability company or joint-stock company) from another EU Member State, as provided for by the Irish Regulations and the Directive and CCC;
Directive	Title II Chapter II cross-border mergers of limited liability companies of Directive (EU) 2017/1132 of the European Parliament and of the Council of 14 June 2017 relating to certain aspects of company law (codification);
Directors' Explanatory Report	report prepared by the directors of the Successor Company and the management board of the Transferor Company intended for the shareholders, the employees and the creditors explaining and justifying the legal and economic aspects of the Merger and explaining the implications of the Merger for the shareholders and (where applicable) employees and creditors of the Merging Companies, as provided for by Regulation 6 of the Irish Regulations and Article 516 ⁵ of the CCC;
Effective Date	the date which is 10 Business Days following the Spanish Effective Date (or such other date as may be agreed by the Merging Companies, subject to the approval of the shareholders of the Successor Company and the Irish Court in the Final Order) being the date fixed by the Irish Court in the Final Order;
Employees	has the meaning given to it in section 7 of these Common Draft Terms;
ESMA	the European Securities and Markets Authority;
ESMA Registration	has the meaning set out in Clause 2.2.4;
Final Order	the order made by the Irish Court under regulation 14 of the Irish Regulations pursuant to which the Irish Court approves the completion of the Merger and fixes the Effective Date;
Group	the Successor Company and each body corporate which is from time to time a subsidiary of the Successor Company, each body corporate of which the Successor Company is from time to time a subsidiary, and any body corporate which is from time to time a subsidiary of a body corporate of which the Successor Company is also a subsidiary;
Independent Expert Report	a report prepared by an independent expert, which, where obtained, shall evaluate the proposed Merger, as provided for by Regulation 7 of the Irish Regulations and 516 ⁶ of the CCC;

Irish Court	the High Court of Ireland;
Irish Regulations	the European Communities (Cross-Border Mergers) Regulations 2008 (S.I. No. 157 of 2008), as amended from time to time;
Liabilities	all the liabilities of the Transferor Company as at the Effective Date;
Merger	the proposed Cross-Border Merger (by absorption of a wholly-owned subsidiary) of the Transferor Company into the Successor Company under the terms and conditions set forth in these Common Draft Terms, by which the Assets and Liabilities shall transfer to the Successor Company and the Transferor Company will be dissolved without going into liquidation with effect as at the Effective Date;
Merging Companies	the Successor Company and the Transferor Company (each as defined above), and " Merging Company " shall be construed accordingly as the context so requires;
Schedules	the schedules annexed to these Common Draft Terms, and " Schedule " shall be construed accordingly as the context so requires;
Shareholders' Resolution	the special resolution of the shareholders of the Successor Company to be passed in order to approve these Common Draft Terms, as provided for by Regulation 10 of the Irish Regulations; and
Spanish Effective Date	has the meaning set out in Clause 2.1.5.

1.2 Construction

In these Common Draft Terms:

- 1.2.1 any reference to any provision of any legislation shall include any modification, re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provisions. Any reference to any provision of any legislation unless the context clearly indicates to the contrary, shall be a reference to legislation of Ireland;
- 1.2.2 words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with, "here", shall unless the context clearly indicates to the contrary, refer to the whole of these Common Draft Terms and not to any particular Section or Clause thereof;
- 1.2.3 save as otherwise provided herein, any reference to a Section, Clause, paragraph or sub-paragraph shall be a reference to a Section, Clause paragraph or sub-paragraph (as the case may be) of these Common Draft Terms and any reference in a Clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended;

- 1.2.4 the Schedules to these Common Draft Terms shall form part of these Common Draft Terms;
- 1.2.5 any reference to a company shall be construed so as to include any company, corporation or other body corporate, however and wherever established or incorporated;
- 1.2.6 any reference to a person shall include a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.2.7 a reference to writing or similar expression includes, where the context so admits, transmission by facsimile, electronic mail or other comparable means of communication or electronic communication;
- 1.2.8 unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa; and
- 1.2.9 any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 Headings and Captions

The headings and captions to the Clauses in these Common Draft Terms are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of these Common Draft Terms.

2 PRELIMINARY

The Merging Companies are the Successor Company and the Transferor Company, and are identified as follows:

2.1 The Successor Company

- 2.1.1 The Successor Company is a private company limited by shares under company name **FITCH RATINGS IRELAND LIMITED** incorporated under and subject to the laws of Ireland registered at the CRO with company number 637934 and with its registered office in Dublin, address: 39/40 Upper Mount Street, Dublin 2, D02 PR89, Ireland.
- 2.1.2 The Successor Company has an issued share capital of EUR 56,714,386 divided into fifty six million seven hundred and fourteen thousand three hundred and eighty six ordinary shares with a nominal value of EUR 1.00 each.
- 2.1.3 The shareholders of the Successor Company are Fitch Ratings Ltd and Fitch Ratings, Inc.
- 2.1.4 Prior to the Effective Date, the Successor Company intends to apply to the Irish Court for a Certificate that the Successor Company has properly completed the pre-merger requirements in accordance with Regulation 13 of the Irish Regulations.
- 2.1.5 Prior to the Effective Date a cross-border merger pursuant to Regulation 14 of the Irish Regulations with Fitch Ratings España SA ("**Fitch Spain**")

whereby all of the assets and liabilities of Fitch Spain, including the rights and obligations of the creditors of such company, would transfer to the Successor Company (the "**Spanish Merger**") will come into force on date determined by the Irish Court in the final order in respect of the Spanish Merger (the "**Spanish Merger Effective Date**"). For the avoidance of doubt, the Spanish Merger will constitute a separate cross-border merger to that of the Merger. The Merger shall be conditional upon the Spanish Merger Effective Date having occurred, i.e. will come into force not before 10 Business Days after the Spanish Merger Effective Date.

- 2.1.6 Following the Spanish Merger Effective Date but prior to the Effective Date, the Successor Company intends to apply to the Irish Court to effect four (4) other cross-border mergers pursuant to Regulation 14 of the Irish Regulations with Fitch Italia S.p.A. ("**Fitch Italy**"), Fitch Deutschland GmbH ("**Fitch Germany**"), Fitch France ("**Fitch France**"), and the Transferor Company, whereby all of the assets and liabilities of each of Fitch Italy, Fitch Germany, Fitch France, and the Transferor Company, including the rights and obligations of the creditors of each such company, would transfer to the Successor Company at the relevant effective date of each Cross-Border Merger. For the avoidance of doubt, cross-border mergers of the Successor Company with each of Fitch Italy, Fitch Germany and Fitch France will constitute separate cross-border mergers to the Merger.
- 2.1.7 The Successor Company is in the process of establishing a branch in Poland (the "**Local Branch**"). The Local Branch will be established in advance of the Effective Date.

2.2 The Transferor Company

- 2.2.1 The Transferor Company is a private joint-stock company under business name **FITCH POLSKA SPÓŁKA AKCYJNA** incorporated under and subject to the laws of Poland with company number registered in the register of entrepreneurs of National Court Register kept by a District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, under the KRS number 0000081384 and having its registered office in Warsaw, address: 16 Królewska Street, 00-103 Warsaw, Poland, Tax Identification Number (NIP) 5251560437, with the fully paid-up capital of PLN 271,492.32.
- 2.2.2 The Transferor Company has a share capital of PLN 271,492.32 (two hundred seventy one thousand four hundred ninety two, 32/100 Polish zlotys) divided into 205.676 (two hundred five thousand six hundred seventy six) ordinary registered shares of A series with a nominal value of PLN 1.32 (one, 32/100 Polish zlotys) each.
- 2.2.3 As of the date hereof and on the Effective Date, the entire issued share capital of the Transferor Company is and will be owned by the Successor Company so that the Successor Company is and will be the sole shareholder of the Transferor Company and, therefore, the Merger is structured as a merger by absorption pursuant to Regulation 2 (1) of the Irish Regulations and article 516¹⁵ § 1 of the CCC.
- 2.2.4 The Transferor Company is registered with ESMA as set forth at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk> under legal identity identifier 213800RYJTPW2WD5704 in accordance with the CRA Regulation as of 31 October 2011 (the "**ESMA Registration**")

2.3 Neither of the Merging Companies is subject to any bankruptcy or insolvency procedure, has ceased trading or is in liquidation. Neither of the Merging Companies is a foreign cooperative or a company whose object is to collectively invest capital derived from a public issue, operating under the principle of diversification of risk and such that its participation units are, at the request of their holders, bought back or redeemed directly or indirectly out of the assets of such company.

2.4 Purpose of the Merger

2.4.1 The Group plans to merge the Successor Company and the Transferor Company in order to restructure the economic and legal organisation of its business.

2.4.2 At the Effective Date, the Transferor Company will merge into the Successor Company in accordance with the terms and conditions set forth in these Common Draft Terms as well as the Irish Regulations and CCC, with the Successor Company being the resulting (surviving) company.

2.4.3 Save for exceptions provided for in provisions of law, as a consequence of the Merger, the ownership, title and the possession of the Assets and Liabilities will be transferred to, or assumed by, the Successor Company by operation of the Irish Regulations and the Article 494 of the CCC at the Effective Date. The Successor Company will become entitled to the Assets of the Transferor Company and will assume, carry out, perform and complete the Liabilities of the Transferor Company automatically on and from the Effective Date. All other rights and obligations of the Transferor Company shall pass from the Transferor Company to the Successor Company at the Effective Date as well.

2.4.4 All the Assets and Liabilities transferred to, or assumed by, the Successor Company as at the Effective Date will be seamlessly and simultaneously allocated to the Local Branch of the Successor Company, in accordance with a separate resolution, dated on or about the date of these Common Draft Terms, of the Successor Company attached hereto as Schedule 4, with effect as of the Effective Date.

2.4.5 Following the completion of the Merger, and as a consequence of the Merger, the Transferor Company will be dissolved without going into liquidation with effect as of the Effective Date, in accordance with the CCC.

2.4.6 Each Merging Company shall do, sign or execute, or procure to be done, signed or executed all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and Liabilities to the Successor Company pursuant to these Common Draft Terms.

2.5 Merger by Absorption of a Wholly-Owned Subsidiary

2.5.1 The Transferor Company is a wholly-owned subsidiary of the Successor Company. As a consequence, the Merger shall be carried out as a merger by absorption in the manner pursuant to Regulation 2(1) of the Irish Regulations and articles 491 et. seq. of the CCC read with articles 516¹⁵ of the CCC.

2.5.2 No consideration shall be paid for the transfer of the Assets and Liabilities.

- 2.5.3 Due to the fact that the Transferor Company is a wholly owned subsidiary of the Successor Company, there will be no share capital increase in the Successor Company. Consequently, there is no ratio applicable to the exchange of shares of the Transferor Company for the shares of the Successor Company, and no amount of additional cash payments.
- 2.5.4 The approval of the shareholder of the Transferor Company of these Common Draft Terms is not required pursuant to Regulation 11(1)(a) of the Irish Regulations and article 516¹⁵ § 2 of the CCC.

2.6 Conditions Precedent

The Merger shall not be completed unless each of the following conditions precedent shall have been satisfied:

- 2.6.1 the Local Branch has been established;
- 2.6.2 the Successor Company shall have submitted these Common Draft Terms to the Irish Court pursuant to Regulations 13 and 14 of the Irish Regulations;
- 2.6.3 the Transferor Company shall have submitted these Common Draft Terms to the Polish National Court Register pursuant to Article 516 index 1 of the CCC read with Articles 500 § 1 of the CCC;
- 2.6.4 the Transferor Company has complied with the following provisions of the CCC in relation to the registration and publication of these Common Draft Terms and the other notices and information required:
- (i) these Common Draft Terms shall be made publicly available on the website of the Transferor Company not later than one (1) month before the date of the Shareholders' Resolution and shall be made available without interruption until that day;
 - (ii) the Transferor Company shall submit the first and second notifications of the intended Merger to the Successor Company, as the sole shareholder of the Transferor Company, not later than one (1) month before the date of the Shareholders' Resolution;
- 2.6.5 the Successor Company's shareholders shall have approved the Merger and these Common Draft Terms by adoption of the Shareholders' Resolution;
- 2.6.6 the clerk of the Polish National Court Register shall have duly issued a compliance certificate in respect of the Transferor Company's participation in the Merger;
- 2.6.7 the Successor Company has complied with Regulation 8 of the Irish Regulations in relation to the registration and publication of these Common Draft Terms and the other notices and information required by that Regulation;
- 2.6.8 the Irish Court shall have issued the Certificate;
- 2.6.9 the Spanish Merger Effective Date shall have occurred; and

2.6.10 the Irish Court shall have issued the Final Order.

3 EFFECT OF THE MERGER

3.1 At the Effective Date:

3.1.1 save for exceptions provided for in provisions of law, the Assets and Liabilities shall transfer to, and be assumed by, the Successor Company by operation of law at the Effective Date without payment of consideration by the Successor Company;

3.1.2 save for exceptions provided for in provisions of law, the Successor Company shall succeed the Transferor Company in the agreements entered into by the Transferor Company by operation of law;

3.1.3 pursuant to Article 515 § 1 read with the Article 516¹ of the CCC, the Merger shall be effected without an increase of the share capital of the Successor Company as the Transferor Company is a wholly-owned subsidiary of the Successor Company;

3.1.4 the activities of the Transferor Company shall be continued by the Successor Company via the Local Branch established in accordance with Clause 2.4.4;

3.1.5 the Transferor Company shall be dissolved (without going into liquidation) with effect as of the Effective Date; and;

3.1.6 without prejudice to the foregoing, the consequences of the Cross-Border Merger set out in Regulation 19(1) of the Irish Regulations and Article 494 of the CCC read with Article 516¹ of the CCC shall apply to the Merger.

3.2 The Merging Companies intend that all the benefits and burdens of ownership of all of the Assets and Liabilities shall transfer to, and be acquired and assumed by, the Successor Company at the Effective Date. The Merging Companies acknowledge and agree that certain of the transfers contemplated by these Common Draft Terms may nevertheless not be completed on the Effective Date due to the inability of the appearing parties to obtain necessary consents or approvals or the inability of the Merging Companies to take certain other actions necessary to effect such transfers. To the extent that any transfers contemplated by these Common Draft Terms have not been fully effected at the Effective Date, the Successor Company shall use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect or complete the transfer of any such Assets as promptly as practicable following the Effective Date. In connection therewith, the Successor Company will pay, perform and discharge instead of the Transferor Company all of the Transferor Company's obligations with respect to any such transfers in a timely manner and in accordance with the terms thereof.

3.3 Tax effect

3.3.1 For U.S. federal income tax purposes, the Merger is part of an integrated plan intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and these Common Draft Terms shall be treated as the plan of reorganization for the purposes of Section 368(a) of the Code.

- 3.3.2 For Irish tax purposes the Merger should be tax neutral under the relieving provisions of Irish tax legislation. Any capital gains tax charge arising as a result of the merger should be relieved under s633D Tax Consolidation Acts 1997 such that no capital gains tax liability should arise. Relief from stamp duty in respect of any instrument which transfers assets under a merger is available under s87B Stamp Duties Consolidation Act 1999 such that no stamp duty liability should arise.
- 3.3.3 For Polish corporate income tax purposes, pursuant to provisions of the Corporate Income Tax Act of February 15, 1992 (Journal of Laws of 2019, item 865, as amended), the merger of the Successor Company being liable to tax on the total of its income in Ireland irrespective of the place where it is earned, having a legal form listed in Appendix 3 of the above Act and the Transferor Company being a Polish tax resident, is intended to be tax neutral under Polish Corporate Income Tax Act for the Merging Companies.
- 3.3.4 Pursuant to art. 16g (9) of the Corporate Income Tax Act of February 15, 1992 (Journal of Laws of 2019, item 865, as amended), as a result of the merger effected under separate provisions of the law, the Successor Company shall determine the initial value of tangible assets and intangible fixed assets acquired from the Transferor Company in the amount of the initial value specified in the records of tangible assets and intangible fixed assets of the Transferor Company.

3.4 ESMA Registration

As agreed with ESMA the ESMA Registration of the Transferor Company shall, upon the Effective Date, be automatically renounced by the Transferor Company and cease to be effective in accordance with Clause 5.5 and the other applicable provisions of these Common Draft Terms.

4 ACCOUNTING

4.1 Treatment Accounting Purposes.

- 4.1.1 All of the Assets and Liabilities of the Transferor Company shall for accounting purposes be treated as those of the Successor Company with effect from the Effective Date and therefore the transactions and any other legal actions of the Transferor Company shall be treated as those of the Successor Company from the Effective Date.
- 4.1.2 The statutory provisions regarding the legal effectiveness of the Merger shall not be affected.
- 4.1.3 From an accounting perspective, the Transferor Company's accounting records as at 1 January 2020 shall be *prima facie* evidence of the individual components of the Assets and Liabilities.
- 4.1.4 For the purposes of the Merger, the Transferor Company shall use its financial statements for the period ended 2 September 2019, attached hereto in the First Schedule.

- 4.1.5 The Successor Company shall use its unaudited financial statements for the period from incorporation to 31 July 2019 which are attached hereto in the Second Schedule.

4.2 Merging Companies' Accounting Details

For the purposes of establishing the value of the assets and liabilities of the Merging Companies, pursuant to Article 516 sec 3 point 13 of the CCC, the book value method was adopted based on the values disclosed in the Accounts of the Transferor Company and the Accounts of the Successor Company.

The Assets and Liabilities of the Transferor Company shall be transferred to the Successor Company on an as is basis on the Effective Date.

- 4.2.1 The gross value of assets of the Transferor Company amounts to US\$6,863,000.
- 4.2.2 The gross value of debts of the Transferor Company amounts to US\$1,661,000.
- 4.2.3 The net value of assets of the Successor (established as assets minus liabilities) amounts to €100.

4.3 Date of closing of account books of the Merging Companies, used for determining the Merger conditions

- 4.3.1 In accordance with the provisions of the Polish Act on Accounting the accounting books of the Transferor Company shall not be closed for the purpose of the Merger. In particular the accounting books of the Transferor Company was not closed for the purpose of agreeing the terms of Merger under these Common Draft Terms.
- 4.3.2 In accordance with the provisions of the Polish Act on Accounting the accounting books of the Transferor Company shall be closed on the Effective Date.

5 SUCCESSOR COMPANY

5.1 Special Rights Conferred by the Successor Company

- 5.1.1 As at the Effective Date, the Successor Company will be the sole shareholder of the Transferor Company.
- 5.1.2 There are no shareholders of the Transferor Company enjoying special rights or holding securities other than shares representing the Transferor Company's capital. Consequently, no special rights will be conferred by the Successor Company on any such members.
- 5.1.3 No shares are to be allotted as consideration for the Merger.
- 5.1.4 No special treatment is granted to any class of shares or shareholders of the Merging Companies.
- 5.1.5 Neither of the Merging Companies have any special class of shares or holders of rights other than shares.
- 5.1.6 No special rights to dividends are granted.

5.1.7 Neither of the Merging Companies has issued bonds or any other securities. No securities will be allotted upon the Merger.

5.2 No Independent Expert Report

As the Merger will be effected as a merger by absorption of a wholly-owned subsidiary, there is no requirement, pursuant to Regulation 7(1)(a) of the Irish Regulations and article 516¹⁵ § 1 of the CCC to obtain an Independent Expert Report. Accordingly, no amount or benefit has been or will be paid to any independent expert in connection with the transactions described herein.

5.3 No Advantages Granted to Experts or to the Members the Corporate Bodies of the Merging Companies

No special advantages, amounts or benefits will be granted, paid or given or are intended to be granted, paid or given to any directors, management board members, supervisory board members, or managers of the Merging Companies nor to any auditors or independent experts assisting with the Merger.

5.4 Constitution of the Successor Company

5.4.1 The constitution of the Successor Company is attached in the Third Schedule to these Common Draft Terms.

5.4.2 The constitution of the Successor Company shall not be amended as a consequence of this Merger.

5.5 ESMA Registration

5.5.1 Conditional only upon the Effective Date, the Transferor Company hereby renounces and surrenders entirely the ESMA Registration such that upon and with effect from the Effective Date, the ESMA Registration shall cease to be effective.

5.5.2 The Successor Company shall forthwith following the Effective Date notify ESMA of the renunciation and surrender of the ESMA Registration in accordance with these Common Draft Terms and shall request that ESMA update the ESMA Registration accordingly.

6 RESOLUTIONS

6.1 In accordance with Regulations 8 and 10 of the Irish Regulations and article 516⁴ of the CCC, it is proposed that the Shareholders' Resolution will be passed to approve these Common Draft Terms no earlier than one (1) month after (a) these Common Draft Terms have been: (i) delivered to the CRO and notice of such delivery has been published in the CRO Gazette and in two (2) Irish national newspapers; and (ii) filed with the National Court Register and (iii) published on the publicly available website of the Transferor Company and (b) the notices referred to in paragraph 2.6.4 above are made.

6.2 These Common Draft Terms have been approved by the board of directors of the Successor Company and the Transferor Company.

6.3 The Shareholders' Resolution is not subject to satisfaction of any conditions for the purpose of Regulation 10(2) of the Irish Regulations.

- 6.4 The board of directors of the Successor Company and the Transferor Company will prepare the Directors' Explanatory Report pursuant to Regulation 6 of the Irish Regulations and article 516⁵ of the CCC, which will set out information on the implications of the Merger for the shareholders and (where applicable) creditors and employees of the Merging Companies, as well as the economic and legal grounds for the Merger. The Directors' Explanatory Report shall be made available together with these Common Draft Terms as well as financial statements, reports of the management board and audit reports of the Transferor Company for the last 3 financial years to the shareholders and employees (where applicable) of the Successor Company and the Transferor Company not less than one (1) month prior to the date of the Shareholders' Resolution.

7 EMPLOYEES

- 7.1 As at 1 January 2019 there were approximately 23 individuals who have entered into or work under a contract of employment with the Transferor Company (the "Employees"). As at the date of these Common Draft Terms, the Successor Company has no employees.

- 7.2 The implications of the Merger for the Employees shall be as follows:

7.2.1 as at the Effective Date, all rights and obligations of the Transferor Company arising from the contracts of employment of the Employees will transfer by operation of law to the Successor Company. Accordingly, and taking into account that the Successor Company is establishing the Local Branch in accordance with Clause 2.4.4 hereof, those individuals employed by the Transferor Company immediately prior to the Effective Date will become employed by the Local Branch, if effectively established by then, from the Effective Date;

7.2.2 the Employees will transfer on their existing terms and conditions of employment (save for the identity of the employer), will maintain continuity of service and will remain located at the same premises in Warsaw; and

7.2.3 no decrease in the employment is foreseen as a result of the Merger.

7.3 Employee Consultation

The Transferor and Successor Company will provide a joint information note to the Employees to formally notify them of the proposed Merger and its expected impact on the Employees at least one (1) month before the Effective Date.

7.4 Employee Participation

As at the date of these Common Draft Terms, neither of the Merging Companies has a system of employee participation in force in accordance with Article 133 of the Directive and Part 3 of the Irish Regulations. Accordingly, no obligation arises to elect a special negotiating body or to negotiate an employee participation agreement in accordance with Article 133 of the Directive and Part 3 of the Irish Regulations.

8 THE TERMS FOR THE EXERCISE OF THE RIGHTS OF CREDITORS AND ADDRESS WHERE THE INFORMATION ON THESE TERMS CAN BE OBTAINED FREE OF CHARGE.

- 8.1 Upon the completion of the Merger, the creditors of the Transferor Company shall become the creditors of the Successor Company. As both Merging Companies are

solvent in all respects as at the date of these Common Draft Terms, it is not envisaged that the rights of the creditors of either Merging Company will be adversely affected by the Merger.

- 8.2 The creditors of the Successor Company may exercise their rights under Regulation 15 of the Irish Regulations.
- 8.3 The creditors of the Transferor Company may exercise their rights under Article 494 of the CCC and Article 516¹⁰ of the CCC.
- 8.4 Pursuant to Article 494 of the CCC, on the Effective Date, the Successor Company shall take over all rights and duties of the Transferor Company by virtue of a general succession save for exceptions provided for in provisions of law.
- 8.5 Pursuant to Article 516¹⁰ § 2-3 of the CCC, within a month of the date on which these Common Draft Terms were announced by the Transferor Company (which will be done on the website of the Transferor Company), a creditor of the Transferor Company may request that his claims be secured if he demonstrates with probability that their satisfaction is threatened by the Merger. In case of a dispute, based on a petition by the creditor filed within two months of the announcement of these Common Draft Terms, the court having jurisdiction for the seat of the Transferor Company shall resolve whether or not security should be granted as demanded by the creditor.
- 8.6 Complete documentation of the Merger will be available to all creditors of the Merging Companies at the offices of the Merging Companies for the period of at least one (1) month prior to the date of the Shareholders' Resolution.
- 8.7 The addresses of the Merging Companies where the information on the terms for the exercise of the rights of creditors can be obtained free of charge, are:
- 8.7.1 Fitch Polska Spółka Akcyjna, Królewska 16 Street, 00-103 Warsaw, Poland; and
- 8.7.2 Fitch Ratings Ireland Limited, 39/40 Upper Mount Street, Dublin 2, D02 PR89, Ireland.

9 THE TERMS FOR THE EXERCISE OF THE RIGHTS OF MINORITY SHAREHOLDERS AND ADDRESS WHERE THE INFORMATION ON THESE TERMS CAN BE OBTAINED FREE OF CHARGE.

- 9.1 There are no minority shareholders in the Transferor Company as 100% of the issued share capital of the Transferor Company is held by the Successor Company. Consequently, the Merger cannot have any possible negative impact on the situation of minority shareholders in the Transferor Company.
- 9.2 There are no minority shareholders in the Successor Company as 100% of the issued share capital of the Successor Company is held by Fitch UK. Consequently, the Merger cannot have any possible negative impact on the situation of minority shareholders in the Successor Company.

10 GENERAL PROVISIONS

10.1 Severability

Each of the provisions of these Common Draft Terms are separate and severable and enforceable accordingly and if at any date any provision is adjudged by any court of



competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.


10.2 Entire Common Draft Terms

These Common Draft Terms constitute the entire understanding and agreement between the parties and supersedes all prior agreements, arrangements, letters and discussions between the parties.

10.3 Counterparts

These Common Draft Terms may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting one and the same instrument.

<p>GIVEN under the Common Seal of FITCH RATINGS IRELAND LIMITED and this DEED has been DELIVERED:</p>	 Director  Director
---	---

<p>SIGNED for and on behalf of FITCH POLSKA SPÓŁKA AKCYJNA</p>  MAŁGORZATA KLENIEWSKA- WODTKE President of the Management Board	
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FIRST SCHEDULE
ACCOUNTS OF THE TRANSFEROR COMPANY
FOR THE PERIOD ENDED 2 SEPTEMBER 2019

Fitch Polska S.A.

Sprawozdanie finansowe

od 1 stycznia 2019 do 2 września 2019 r.

Niniejsze oświadczenie zostało sporządzone w polskiej oraz angielskiej wersji językowej.
W razie rozbieżności, rozstrzygająca jest polska wersja językowa.

PRZYGOTOWANE PRZEZ : EWELINA ADAMS



PREZES ZARZADU

Małgorzata Kleniewska-Wodtke

Fitch Polska S.A.

Sprawozdanie finansowe za okres do 2 września 2019r.

BILANS

	02.09.2019	31.12.2018
	zł	zł
AKTYWA		
Aktywa trwałe	1,655,405.80	1,518,098.86
Wartosci niematerialne i prawne	-	-
Koszty zakonczonych prac rozwojowych	-	-
Wartosc firmy	-	-
Inne wartosci niematerialne i prawne	-	-
Zaliczki na wartosci niematerialne i prawne	-	-
Rzeczowe aktywa trwałe	414,782.96	144,998.31
Srodki trwałe	414,782.96	144,998.31
Grunty (w tym prawo uzytkowania wieczystego gruntu)	-	-
Budynki, lokale i obiekty inzynierii ladowej i wodnej	278,704.27	7,062.68
Urzadzenia techniczne i maszyny	136,078.69	137,935.63
Srodki transportu	-	-
Inne srodki trwałe	-	-
Srodki trwałe w budowie	-	-
Zaliczki na srodki trwałe w budowie	-	-
Naleznosci dlugoterminowe	198,737.77	196,361.48
Od jednostek powiazanych	-	-
Od pozostalych jednostek	198,737.77	196,361.48
Inwestycje dlugoterminowe	-	-
Nieruchomosci	-	-
Wartosci niematerialne i prawne	-	-
Dlugoterminowe aktywa finansowe	-	-
W jednostkach powiazanych	-	-
W pozostalych jednostkach	-	-
Inne inwestycje dlugoterminowe	-	-
Dlugoterminowe rozliczenia miedzyokresowe	1,041,885.07	1,176,739.07
Aktywa z tytulu odroczonego podatku dochodowego	1,041,885.07	1,176,739.07
Inne rozliczenia okresowe	-	-

Fitch Polska S.A.

Sprawozdanie finansowe za okres do 2 września 2019r.

BILANS (cd.)

	02.09.2019	31.12.2018
	zł	zł
AKTYWA (cd.)		
Aktywa obrotowe	<u>25,285,170.04</u>	<u>18,107,638.44</u>
Zapasy	<u>22,942.67</u>	<u>22,928.60</u>
Materiały	22,942.67	22,928.60
Półprodukty i produkty w toku	-	-
Produkty gotowe	-	-
Towary	-	-
Zaliczki na dostawy	-	-
Należności krótkoterminowe	<u>3,334,583.06</u>	<u>2,098,872.60</u>
Należności od jednostek powiązanych	-	-
Z tytułu dostaw i usług, o okresie spłaty:		
do 12 miesięcy	-	-
powyżej 12 miesięcy	-	-
Inne	-	-
Należności od pozostałych jednostek	3,334,583.06	2,098,872.60
Z tytułu dostaw i usług, o okresie spłaty:	3,334,583.06	2,098,872.60
do 12 miesięcy	3,334,583.06	2,098,872.60
powyżej 12 miesięcy	-	-
Z tytułu podatków, dotacji, ceł, ubezpieczeń społecznych i zdrowotnych oraz innych świadczeń	-	-
Inne	-	-
Dochodzone na drodze sądowej	-	-
Inwestycje krótkoterminowe	<u>19,811,006.03</u>	<u>15,270,518.01</u>
Krótkoterminowe aktywa finansowe	19,811,006.03	15,270,518.01
W jednostkach powiązanych	-	-
W pozostałych jednostkach	-	-
Środki pieniężne i inne aktywa pieniężne	19,811,006.03	15,270,518.01
środki pieniężne w kasie i na rachunkach	19,811,006.03	15,270,518.01
Inne inwestycje krótkoterminowe	-	-
Krótkoterminowe rozliczenia międzyokresowe	<u>2,116,638.28</u>	<u>715,319.23</u>
Aktywa razem	<u>26,940,575.84</u>	<u>19,625,737.30</u>

Fitch Polska S.A.

Sprawozdanie finansowe za okres do 2 września 2019 r.

BILANS (cd.)

	02.09.2019 zł	31.12.2018 zł
PASYWA		
Kapitał własny	<u>20,056,349.68</u>	<u>12,246,231.59</u>
Kapitał zakładowy	271,492.32	271,492.32
Należne wpłaty na kapitał zakładowy <wielkość dodatnia>	-	-
Udziały/(akcje) własne <wielkość ujemna>	-	-
Kapitał zapasowy	90,497.44	90,497.44
Kapitał z aktualizacji wyceny	-	-
Pozostałe kapitały rezerwowe	-	-
Zysk/(strata) z lat ubiegłych	11,883,663.71	11,884,241.83
Zysk netto	7,810,696.21	-
Odpiśy z zysku netto w ciągu roku obrotowego	-	-
Zobowiązania i rezerwy na zobowiązania	<u>6,884,226.16</u>	<u>7,379,505.71</u>
Rezerwy na zobowiązania	<u>1,799,318.96</u>	<u>2,312,942.62</u>
Rezerwa z tytułu odroczonego podatku dochodowego	323,546.44	129,148.44
Rezerwa na świadczenia emerytalne i podobne	1,475,772.52	2,183,794.18
długoterminowa	122,836.87	122,836.87
krótkoterminowa	1,352,935.65	2,060,957.31
Pozostałe rezerwy	-	-
Zobowiązania długoterminowe	<u>-</u>	<u>-</u>
Wobec jednostek powiązanych	-	-
Wobec pozostałych jednostek	-	-
Zobowiązania krótkoterminowe	<u>1,285,719.00</u>	<u>1,354,521.46</u>
Wobec jednostek powiązanych	-	759,769.93
Z tytułu dostaw i usług, o okresie wymagalności:	-	759,769.93
do 12 miesięcy	-	759,769.93
powyżej 12 miesięcy	-	-
Inne	-	-
Wobec pozostałych jednostek	1,285,719.00	594,751.53
Kredyty i pożyczki	-	-
Z tytułu emisji dłużnych papierów wartościowych	-	-
Inne zobowiązania finansowe	283,504.41	-
Z tytułu dostaw i usług, o okresie wymagalności:	9,652.15	-
do 12 miesięcy	9,652.15	-
powyżej 12 miesięcy	-	-
Zaliczki otrzymane na dostawy	-	-
Zobowiązania weksłowe	-	-
Z tytułu podatków, cel, ubezpieczeń i innych	222,440.05	272,387.25
Z tytułu wynagrodzeń	391,338.45	-
Bierne rozliczenia międzyokresowe kosztów	378,783.94	322,364.28
Fundusze specjalne	-	-
Rozliczenia międzyokresowe	<u>3,799,188.20</u>	<u>3,712,041.63</u>
Ujemna wartość firmy	-	-
Inne rozliczenia międzyokresowe	3,799,188.20	3,712,041.63
długoterminowe	-	-
krótkoterminowe	3,799,188.20	3,712,041.63
Pasywa razem	<u><u>26,940,575.84</u></u>	<u><u>19,625,737.30</u></u>

Fitch Polska S.A.

Sprawozdanie finansowe od 1 stycznia 2019 do 2 września 2019 r.

RACHUNEK ZYSKOW I STRAT - POROWNAWCZY

	02.09.2019 zł	31.12.2018 zł
Przychody netto ze sprzedaży i zrównane z nimi, w tym:	17,394,833.89	25,132,949.10
od jednostek powiązanych	3,415,127.32	5,233,690.75
Przychody netto ze sprzedaży produktów	17,394,833.89	25,132,949.10
Koszty działalności operacyjnej	(7,919,136.08)	(10,615,319.89)
Amortyzacja	(41,472.25)	(59,491.37)
Zużycie materiałów i energii	(15,392.62)	(44,913.06)
Usługi obce	(1,211,147.14)	(1,901,654.35)
Podatki i opłaty, w tym:	(66.40)	(10,477.71)
podatek akcyzowy	-	-
Wynagrodzenia	(5,332,644.41)	(7,121,672.73)
Ubezpieczenia społeczne i inne świadczenia	(858,342.47)	(791,695.94)
Pozostałe koszty rodzajowe	(460,070.79)	(685,414.73)
Zysk ze sprzedaży	9,475,697.81	14,517,629.21
Pozostałe przychody operacyjne	-	-
Zysk ze zbycia niefinansowych aktywów trwałych	-	-
Dotacje	-	-
Inne przychody operacyjne	-	-
w tym:		
od jednostek powiązanych	-	-
Pozostałe koszty operacyjne	-	(108,000.00)
Strata ze zbycia niefinansowych aktywów trwałych	-	-
Inne koszty operacyjne	-	(108,000.00)
Zysk z działalności operacyjnej	9,475,697.81	14,409,629.21
Przychody finansowe	112,290.97	291,970.47
Dywidendy i udziały w zyskach w tym:		
od jednostek powiązanych	-	-
Odsetki, w tym:	112,290.97	137,948.87
od jednostek powiązanych	-	-
Różnice kursowe	-	154,021.60
Inne	-	-
Koszty finansowe	40,451.43	14,701,599.68
Odsetki, w tym:		
od jednostek powiązanych	-	-
Różnice kursowe	40,451.43	-
Inne	-	-
Zysk z działalności gospodarczej	9,628,440.21	14,701,599.68
Wyniki zdarzeń nadzwyczajnych	-	-
Zyski nadzwyczajne	-	-
Straty nadzwyczajne	-	-
Zysk brutto	9,628,440.21	14,701,599.68
Podatek dochodowy - bieżący	(1,488,492.00)	(2,927,327.00)
Podatek dochodowy - odroczony	(329,252.00)	109,969.15
Pozostałe obowiązkowe zmniejszenia zysku	-	-
Zysk netto	7,810,696.21	11,884,241.83

SECOND SCHEDULE
ACCOUNTS OF THE SUCCESSOR COMPANY
AS AT 31 JULY 2019

FITCH RATINGS IRELAND LIMITED

**UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD ENDED
31 JULY 2019**

Registered number: 637934

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DIRECTORS AND ADVISERS

Directors	DL Samuel IC Linnell
Company Secretary	J Prosser
Registered Office	39/40 Upper Mount Street Dublin 2 D02 PR89 Ireland

STATEMENT OF FINANCIAL POSITION
As at 31 July 2019

	31 July 2019 EUR
Assets	
Current assets	
Trade and other receivables	100
Total assets	<u>100</u>
Equity attributable to owners of the parent	
Share capital	100
Total equity	<u>100</u>

The Company has not traded and has been dormant since incorporation therefore a Statement of Comprehensive Income and Statement of Cash Flow have not been prepared.

STATEMENT OF CHANGES IN EQUITY
As at 31 July 2019

	Share Capital EUR	Retained Earnings EUR	Total EUR
Balance at incorporation	<u>100</u>	<u>-</u>	<u>100</u>
Result for the period	-	-	-
Total comprehensive income for the year	<u>-</u>	<u>-</u>	<u>-</u>
Balance at 31 July 2019	<u>100</u>	<u>-</u>	<u>100</u>

NOTES TO THE FINANCIAL STATEMENTS
For the period ended 31 July 2019

1. General information

The Company is a private company limited by shares incorporated on 16 November 2018, and domiciled in Ireland. The address of its registered office is 39/40 Upper Mount Street, Dublin 2, D02 PR89, Ireland. The Company's immediate parent undertaking is Fitch Ratings Ltd which is incorporated in the United Kingdom. The Hearst Corporation is the ultimate parent undertaking.

These interim financial statements have been prepared by Fitch management as part of the requirements of the cross-border merger application ("Project Eriu") to be submitted to Irish High Court. These interim financial statements were not required to be audited.

2. Summary of significant accounting policies

The principal accounting policies applied in the preparation of these interim financial statements are set out below.

2.1 Basis of preparation and going concern

The financial statements have been prepared in accordance with IFRSs as adopted by the EU. The financial statements have been prepared under the historical cost convention. As the Company has not commenced trading, the directors have a reasonable expectation that the Company has adequate resources to continue in existence for the foreseeable future and have adopted the going concern basis in preparing the financial statements.

2.2 Financial assets*Classification*

The Company classifies its financial assets in the following category: those to be measured at amortised cost. The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

Those measured at amortised cost

Those measured at amortised cost are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets. The Company's assets measured at amortised cost comprise 'trade and other receivables' in the statement of financial position.

Recognition and measurement

Purchases and sales of financial assets are recognised on trade-date, the date on which the Company commits to purchase or sell the asset. Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Company has transferred substantially all the risks and rewards of ownership.

2.3 Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new ordinary shares are shown in equity as a deduction, net of tax, from the proceeds.

3. Employees and directors' emoluments

The Company has no employees. No contributions were made in the period by the Company to any pension scheme.

The directors are paid by the parent company which makes no recharge to the Company. These directors also fulfil roles for other fellow subsidiaries and it is not possible to make an accurate apportionment of their emoluments attributable to their duties in respect of each of the individual subsidiaries which, in any event, are insignificant in respect of this Company. Accordingly, details of the emoluments of these directors are not disclosed in these financial statements.

NOTES TO THE FINANCIAL STATEMENTS (continued)
For the year ended 31 July 2019

4. Trade and other receivables

	31 July 2019 EUR
Receivables from related parties (note 6)	<u>100</u>

5. Share capital

	Number of ordinary shares of €1 each	Ordinary shares EUR
At incorporation	100	100
Movements during the period	-	-
Balance at 31 July 2019	<u>100</u>	<u>100</u>

6. Related parties

Balance at 31 July 2019 arising from the issue of ordinary shares:

	Total EUR
Receivables from related parties - parent undertaking	<u>100</u>
	<u>100</u>

7. Financial instruments by category

	31 July 2019	
	Those measured at amortised cost EUR	Total EUR
Assets as per balance sheet		
Receivable from parent undertaking	<u>100</u>	<u>100</u>
	<u>100</u>	<u>100</u>

THIRD SCHEDULE
CONSTITUTION OF THE SUCCESSOR COMPANY

COMPANIES ACT 2014



PRIVATE COMPANY LIMITED BY SHARES

**CONSTITUTION
OF
FITCH RATINGS IRELAND LIMITED**



LK SHIELDS
YOUR LEGAL COUNSEL

LK Shields Solicitors 40 Upper Mount Street Dublin 2
Tel +353 1 661 0866 Fax +353 1 661 0883 Email email@lkshields.ie Web www.lkshields.ie
Ref 9094.9001.5303188

THE COMPANIES ACT 2014
COMPANY LIMITED BY SHARES
CONSTITUTION
OF
FITCH RATINGS IRELAND LIMITED

- 1 The name of the Company is Fitch Ratings Ireland Limited.
- 2 The Company is a private company limited by shares, registered under Part 2 of the Companies Act 2014 (the "Act").
- 3 The liability of the members is limited.

4 **REGULATIONS**

The optional provisions of the Act, as defined by Section 54(1) of the Act, shall apply to the Company (with the exception of Sections 80(2), 80(3), 80(4)^l, 95(1)(b) and 183(6)ⁱⁱ)ⁱⁱⁱ save and so far as they are excluded or modified by this Constitution and such optional provisions together with the provisions of this Constitution shall constitute the regulations of the Company.

5 **CAPITAL**

- 5.1 Subject to the provisions of Chapter 6 of Part 3 of the Act any shares of any class or classes may be issued upon the terms that they are, or, at the option of the Company, are liable to be redeemed.

6 **ALLOTMENT OF SHARES**

- 6.1 The Directors are generally, indefinitely and unconditionally authorised to exercise all powers of the Company to allot relevant shares (as defined for the purpose of Section 69 of the Act) to such persons, at such times and on such terms as they think proper.
- 6.2 The pre-emption provisions of sub-Section (6) of Section 69 of the Act shall not apply to any allotment by the Company of shares to which Section 69 of the Act applies.

7 **PURCHASE/ACQUISITION OF OWN SHARES**

- 7.1 Subject to the provisions of and to the extent permitted by the Act, to any rights conferred on the holders of any class of shares and to the following paragraphs of this Regulation, the Company may purchase any of its shares of any class and may cancel any shares so purchased and hold them as treasury shares (within the meaning of Section 106 of the Act) with liberty to re-issue any such share or shares as shares of any class or classes.
- 7.2 The Company shall not be required to select the shares to be purchased on a pro rata basis or in any particular manner as between the holder of the shares of the same class or as between the holders of shares of different classes.
- 7.3 Subject to the provisions of and to the extent permitted by the Act and to any rights conferred on the holders of any class of shares the Company may acquire any of its shares of any class by transfer or surrender to the Company otherwise than for valuable consideration pursuant to Section 102 of the Act and will cancel any shares

so acquired and such shares shall not constitute treasury shares (within the meaning of the Act).

8 FINANCIAL ASSISTANCE

The Company may give any form of financial assistance which is permitted by the Act for the purpose of a purchase or subscription made or to be made by any person or for any shares in the Company or in the Company's holding company and Section 82 of the Act is modified accordingly.

9 LIEN

The Company shall have a first and paramount lien on every share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt, from the provisions of this Regulation. The Company's lien on a share shall extend to all dividends payable thereon.

10 TRANSFER OF SHARES

10.1 No transfer of any share in the capital of the Company (whether on a sale of such shares or transmission thereof by operation of law or otherwise howsoever) shall be registered unless such transfer is approved by resolution of the Directors. Section 95 of the Act shall be modified accordingly.

11 GENERAL MEETING

11.1 In Section 189(2)(b) the words "one Member" shall be substituted for the words "three Members".

11.2 It shall not be necessary to give any notice of any adjourned meeting and Section 187(6) shall be modified accordingly.

11.3 The lodgement of a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) shall be deposited at the Company's registered office, or at such other place within the state specified in the notice, at any time prior to the commencement of the meeting detailed on the notice and Section 183(6) of the Act shall be modified accordingly.

11.4 Where any meeting of the Company is held at short notice pursuant to Section 181(2) or Section 191(4) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the Chairman of the meeting immediately upon the commencement of such meeting and Section 183(6) of the Act shall not apply.

12 DIRECTORS

12.1 A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing which must be

presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.

- 12.2 Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.
- 12.3 The Directors shall have the power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution (if any). A Director so appointed shall not require re-election at the next following annual general meeting and Section 144(3)(c) of the Act shall be modified accordingly.
- 12.4 The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or who are or were at any time Directors or officers of the Company or of any such other company aforesaid and hold or have at any time held any salaried employment or office in the Company or such other company and the wives, widows, families and dependents of any such persons and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument to the extent and upon such terms as may for the time being be permitted or required by law.

13 MEETING OF DIRECTORS

- 13.1 A meeting of the Directors or of a committee of Directors may consist of a conference between some of all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able to speak to each other and to be heard by each of the others and a director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly and such a meeting shall be deemed, subject to Regulation 13.2, to take place (i) where the largest group of participating Directors is physically assembled at the same location or (ii) where there is no such group, where the chairperson is.
- 13.2 Notwithstanding Regulation 13.1 the Directors, at any meeting of the Board, shall have absolute discretion to determine the location of that meeting of the Directors subject only to the requirement that at least one of that number should be physically at that location.

14 NOTICES

- 14.1 Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
- 14.2 Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any share held by such member (whether solely or jointly with other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
- 14.3 Any notice may be served on a member or returned by a member by use of electronic means in accordance with Section 218(3) of the Act.
- 14.4 The signature to any notice to be given by the Company may be written or printed.

15 INDEMNITY

Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

16 SECRECY

No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

WE, the several persons whose names and addresses are subscribed, wish to be formed into a Company in pursuance of this Constitution, and we agree to take the number of shares in the capital of the company set opposite our respective names.

**NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS**

**NUMBER OF SHARES
TAKEN BY EACH SUBSCRIBER**

Fitch Ratings Ltd
30 North Colonnade,
London,
E14 5GN
United Kingdom



Ian Linnell

For and on behalf of Fitch Ratings Ltd

Total Number of Shares Taken:

One Hundred

As appropriate:

signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

Dated this 7th day of Nov 2018.

Witness to the above signatures:

Name: CAROLYN JONES

Address: C/O FITCH RATINGS LTD, LEGAL ADMINISTRATOR
30 NORTH COLONNADE
LONDON E14 5GN
ENGLAND