

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES ARTICLES OF ASSOCIATION
OF
GO-AHEAD HOLDING LIMITED (the "Company")

(adopted by special resolution passed on 13 July 2023)

1. **EXCLUSION**

Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the Company. The following shall be the Company's articles of association.

2. **INTERPRETATION**

2.1. In these Articles the following expressions have the following meanings:-

"Act"	the Companies Act 2006 (as defined in section 2 of the Companies Act 2006) in so far as it applies to the Company;
"appointor"	has the meaning given in Article 7.1;
"Articles"	the Company's articles of association for the time being in force;
"associated company"	a company which is a subsidiary of the Company, or a subsidiary of the same body corporate as the Company is a subsidiary of;
"eligible director"	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and
"Financial Institution"	has the meaning given to that term in Article 13A;
"member"	in relation to the shares, has the meaning given in section 112 of the Act;
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles; and
"regulation"	a reference to the relevant regulation of the Model Articles;
"relevant loss"	any loss, damage or liability, or combination thereof, which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company;
"relevant officer"	any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or

not he is also a director or other officer), to the extent he acts in his capacity as auditor).

2.2. In these Articles:-

- 2.2.1. any gender includes any other gender;
- 2.2.2. the singular includes the plural and vice versa;
- 2.2.3. references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 2.2.4. words and expressions which have particular meanings in the Model Articles shall have the same meaning in these Articles unless otherwise provided and words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
- 2.2.5. a reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise;
- 2.2.6. unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time;
- 2.2.7. the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles;
- 2.2.8. general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
- 2.2.9. unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Model Articles as in force on the date when these articles become binding on the Company.

3. **THE MODEL ARTICLES**

- 3.1. The regulations contained in the Model Articles are incorporated into these Articles and shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 3.2. Regulations 6, 8(3), 11(3), 21, 52 and 53 of the Model Articles shall not apply to the Company.
- 3.3. Regulations 7 and 20 of the Model Articles shall apply to the Company subject to the modifications set out below.

4. **CHANGE OF COMPANY NAME**

The directors may, in accordance with the provisions of section 79 of the Companies Act 2006, authorise the change of name of the Company.

5. **DIRECTORS' POWERS**

The directors may delegate any of their powers to any committee consisting of one or more directors of the Company or of The Go-Ahead Group Limited (CRN 2100855). They may also delegate to any director of the Company who holds any executive office such of their powers as

they consider desirable to be exercised by him. Any such delegation may be made subject to any condition the directors may impose and may be revoked or altered. Subject to such conditions, the proceedings of a committee with two or more persons shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

6. DECISION MAKING BY DIRECTORS

6.1. Regulation 7 of the Model Articles shall be amended by:-

- 6.1.1. the insertion of the words “for the time being” at the end of regulation 7(2)(a); and
- 6.1.2. the insertion in regulation 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.

7. ALTERNATE DIRECTORS

7.1. Any director (an “appointor”) who is not an alternate director may appoint any other director or any other person approved by resolution of the directors and willing to act, as an alternate director to:-

7.1.1. exercise that director's powers; and

7.1.2. carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

7.2. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

7.3. The notice must:-

7.3.1. identify the proposed alternate; and

7.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

7.4. An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

7.5. Except as the Articles specify otherwise, alternate directors:-

7.5.1. are deemed for all purposes to be directors;

7.5.2. are liable for their own acts and omissions;

7.5.3. are subject to the same restrictions as their appointors; and

7.5.4. are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

- 7.6. A person who is an alternate director but not a director:-
- 7.6.1. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 7.6.2. may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
 - 7.6.3. shall not be counted as more than one director for the purposes of articles 7.6.1 and 7.6.2.
- 7.7. Subject to the Articles, a director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 7.8. An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.
- 7.9. An alternate director's appointment as an alternate terminates:
- 7.9.1. when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 7.9.2. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - 7.9.3. on the death of the alternate's appointor; or
 - 7.9.4. when the alternate's appointor's appointment as a director terminates.

8. **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as the directors may think fit and, from time to time, they may remove such person and, if the directors so decide, appoint a replacement, in each case by a majority decision of the directors.

9. **DIRECTORS' EXPENSES**

Regulation 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

10. **SHARES**

- 10.1. Subject to the provisions of these articles and of the Act, any shares in the Company shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons (including any director), on such terms and conditions and at such time or times as they think proper but so that no shares shall be issued at a discount.
- 10.2. Sections 561 and 562 of the Act are hereby excluded and shall not apply to any allotment by the Company of equity securities (as defined in section 560 of the Act).

11. **INDEMNITY AND FUNDING OF DEFENCE COSTS**

11.1. Subject to the provisions of, and so far as may be consistent with, the Act, the Company may provide:-

11.1.1. for each relevant officer an indemnity out of the assets of the Company to the extent that such indemnity is a “qualifying third party indemnity provision” within the meaning of section 234 of the Act;

11.1.2. a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the Company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than:-

- (a) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final;
- (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
- (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and

11.1.3. a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that relevant officer in relation to the Company or an associated Company of the Company or to enable a relevant officer to avoid incurring such expenditure.

11.2. Subject to the provisions of the Act, where the Company or an associated company of the Company is a trustee of an occupational pension scheme, the Company may provide for a relevant officer or for a relevant officer of such associated company an indemnity out of the assets of the Company against liability incurred in connection with the activities of the Company or such associated company as trustee of such a scheme provided that such indemnity complies with the provisions of section 235 of the Act.

12. **INSURANCE**

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

13. **SHARE TRANSFERS**

13A Notwithstanding anything to the contrary in these Articles, regulation 26(5) of the Model Articles will not apply and the directors of the Company will register any transfer of shares and may not suspend registration of such shares where such transfer:

- (a) is to:
 - (i) a bank, lender or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or to

an affiliate thereof (any such entity a "**Financial Institution**") or an agent or trustee for any Financial Institution where a security interest has been or is purported to be granted over those shares (each a "**Security**") that benefits a Financial Institution; and/or

(ii) a company or other entity to whom such shares are transferred at the direction of a Financial Institution and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a "**Receiver**") pursuant to powers granted to it under the Security; and

(b) is delivered to the Company for registration in order to perfect or protect any Security of a Financial Institution; or

(c) is executed by a Financial Institution or Receiver pursuant to a power of sale or other such power under any Security.

13B Notwithstanding anything to the contrary in these Articles, any lien over shares (whether paid or unpaid), any pre-emption rights over shares and any other restrictions on the transfer of shares shall not apply to any shares that are (i) subject to any Security of a Finance Institution and/or (ii) transferred to a Financial Institution or Receiver pursuant to a power of sale or other such power under any Security.