

Company No: 06791686

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
HIGH SPEED TWO (HS2) LIMITED
(the "Company")

Passed the 12th day of November 2014

The following resolutions were passed as special resolutions on the 12th November 2014.

IT WAS RESOLVED:

1. THAT the articles of association of the Company are amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association; and
2. THAT, the draft articles of association which includes additional company objects, in the form attached, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company (including all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are treated as provisions of the existing articles of association of the Company)

Signed *B.C. Morgan*
Secretary

Dated *17 November* 2014



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

HIGH SPEED TWO (HS2) LIMITED

as adopted by special resolution on 12th November 2014

1 **PRELIMINARY**

The regulations contained in the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company.

2. **DEFINITIONS AND INTERPRETATION**

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"the 2006 Act "	the Companies Act 2006 (as amended from time to time)
"Chair"	the chair of the board of Directors who shall be appointed and removed in accordance with arrangements in place from time to time (in writing) between the Secretary of State for Transport and the Company
"connected"	in relation to a Director has the meaning given in section 252 of the 2006 Act
"Deputy Chair"	the deputy chair, if any, of the board of Directors who shall be appointed and removed in accordance with the Standing Orders and

	any specific arrangements in place from time to time (in writing) between the Secretary of State for Transport and the Company
"Directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company and each a "Director"
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" and "electronic means"	have the meaning given in section 1168 of the 2006 Act
"executed"	includes any mode of execution
"hard copy form"	has the meaning given in section 1168 of the 2006 Act
"office"	the registered office of the Company
"ordinary resolution"	has the meaning given in section 282 of the 2006 Act
"seal"	the common seal of the Company (if any)
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"special resolution"	has the meaning given in section 283 of the 2006 Act
"Standing Order 1"	standing order 1 (Board) as approved by the Directors to include any such amended version of standing order 1 as approved by the Directors
"Standing Order 2"	standing order 2 (Scheme of Delegation) as approved by the Directors to include any such amended version of standing order 2 as approved by the Directors

"Standing Orders"	standing order 1 and standing order 2 collectively and to include any further standing orders as approved by the Directors
"the Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
"United Kingdom"	Great Britain and Northern Ireland
"in writing"	hard copy form or to the extent agreed (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company
- 2.3 Words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate).
- 2.4 References to any Statute or statutory provision include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 2.5 Where the word "address" appears in these Articles it is deemed to include postal address and, where applicable, electronic address
- 2.6 The expression "working day" in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the company is registered
- 2.7 The expression "clear days" in relation to a period of notice to call a meeting means the number of days referred to excluding the day when the notice is given and the day of the meeting

3 **APPLICATION OF STANDING ORDERS**

The Company is an executive non-departmental public body and shall ensure that it adheres to the following in order of priority: (i) any specific arrangements between the Company and the Secretary of State for Transport in place from time to time (in writing), and (ii) the Standing Orders as amended from time to time, unless in each case to do so would contravene any Statutes or other legislation within England. The order of priority set out in this Article 3 shall always apply in the event of a conflict between any specific arrangements between the Company and the Secretary of State for Transport in place from time to time (in writing), and the Standing Orders as amended from time to time.

4 **OBJECTS**

4.1 The Company's objects are as follows

4.2 to do anything in furtherance of the construction, management and operation of a high speed railway transport network in Great Britain (the "**HS2 Railway**") including without limitation

4.2.1 the identification of (a) a potential route or routes; (b) indicative costs and benefits; and (c) possible financing;

4.2.2 management of the design of any potential route or routes,

4.2.3 assisting the Secretary of State for Transport in respect of the passage through Parliament of any Bill to authorise or facilitate any aspect of the construction, management and operation of the HS2 Railway;

4.2.4 working to capture benefits arising from the construction, management and operation of the HS2 Railway;

4.2.5 promoting the success of the HS2 Railway,

4.2.6 the development, design, procurement, construction, commissioning, integration, completion, operation and maintenance of the HS2 Railway;

4.2.7 the procurement, testing and commissioning of rolling stock;

4.2.8 acting as agent for the Secretary of State for Transport in relation to the acquisition of any real property (including land of any tenure, mines and minerals, buildings, and easements, rights, privileges or benefits in or over or derived from land) acquired or to be acquired by the Secretary of State for Transport including the exercise of compulsory

purchase order powers and in relation to the management, development and disposal of such properties,

4.2.9 acquiring any real property (including land of any tenure, mines and minerals, buildings, and easements, rights, privileges or benefits in over or derived from land) and the management, development and disposal of such properties,

4.2.10 dealing with the assessment, negotiation, management and payment of compensation,

4.2.11 acquiring the whole or any part of the property, business and liabilities of any person, including the issued shares of a company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of a property suitable for the purposes of the Company and/or the HS2 Railway, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and/or the HS2 Railway; and

4.3 where the construction, management or operation of the HS2 Railway gives rise to the opportunity for regeneration or development of any land, to undertake activities (including without limitation those activities listed at Articles 4.2.6 to 4.2.11) necessary to give effect to such regeneration or development,

4.4 to do anything in furtherance of any instruction (in writing) from the Secretary of State for Transport to the Company, and

4.5 to do all such things as may be considered to be incidental or conducive to any of the above objects (including, without limitation, entering into contracts and being a member of, having a holding in, or otherwise having an interest in, a corporate entity carrying on or proposing to carry on any business which the Company is authorised to carry on)

5. MEMBERS

5.1 The subscriber to the Memorandum of Association of the Company, being the Secretary of State for Transport, shall be the member of the Company unless the membership is transferred in accordance with Article 5.2

5.2 The member from time to time of the company may transfer his membership to any person with the consent of the Secretary of State for Transport by means of an instrument of transfer in such form as is agreed by the Secretary of State for Transport

- 5.3 Following deposit at the registered office of the instrument of transfer together with written consent of the Secretary of State for Transport provided pursuant to **Article 5.2**, the Company Secretary shall, as soon as reasonably practicable, register the transferee in the Register of Members of the Company and notify the transferee of the date he becomes a member.

6. GENERAL MEETINGS

- 6.1 Either the Directors or the member(s) may call general meetings of the member(s) of the Company

7 NOTICE OF GENERAL MEETINGS

- 7.1 A notice convening a general meeting of the Company shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.

- 7.2 Subject to the provisions of these Articles notice of general meetings shall be given to the member(s), to all Directors and to the auditors

- 7.3 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307(4) of the 2006 Act.

- 7.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 7.5 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to the member in regard to its right to appoint a proxy

- 7.6 Every notice convening a general meeting shall be given in accordance with section 308 of the 2006 Act that is, in hard copy form, electronic form or by means of a website

- 7.7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the 2006 Act

8. PROCEEDINGS AT GENERAL MEETINGS

- 8.1 No business shall be transacted at any general meeting unless a quorum of members is present. One person entitled to vote upon the business to be

transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

- 8.2 The Chair, if appointed, shall preside as Chair at every general meeting of the Company, or if there is no Chair, or if the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Deputy Chair shall act. If both the Chair and the Deputy Chair are absent, the member(s) being present in person or by proxy shall elect the Chair of the meeting
- 8.3 If at any meeting no Director is willing to act as Chair or if no Director is present within fifteen minutes after the time appointed for holding the general meeting, the representative of the member may be (at the sole discretion of such representative) Chair of the meeting.
- 8.4 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting
- 8.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands of the member(s) being present in person or by proxy
- 8.6 A declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

9 VOTES OF THE MEMBER(S)

- 9.1 On a show of hands the member(s), being present in person or by proxy, shall have one vote
- 9.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"NAME [Limited]

I [NAME] of [ADDRESS] being a member of the above-named Company hereby appoint [NAME] of [ADDRESS] as my proxy to vote in my name and on my behalf at a general meeting of the Company to be held on [DATE], and at any adjournment thereof.

Signed on [DATE] "

- 9.3 Where it is desired to afford the member an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"[NAME] [Limited]

I [NAME] of [ADDRESS] being a member of the above named Company, hereby appoint [NAME] of [ADDRESS] or failing him [NAME] of [ADDRESS] as my proxy to vote for me in my name and on my behalf at a general meeting of the Company to be held on [DATE], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed on [DATE]."

- 9 4 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

- 9.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a copy of that power or authority notari ally or in some other way approved by the Directors may:

9.5 1 in the case of a proxy not being sent in electronic form be deposited at the office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

9 5.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

9 5 3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded be delivered at the meeting at which the

poll was demanded to the Chair of that meeting or to the secretary or to any Director

9.5.4 A proxy appointment which is being sent in electronic form must be received at an address specified by the Company for the purpose of receiving such communications in electronic form:

9.5.4.1 in (or by way of a note to) the notice convening the meeting; or

9.5.4.2 in any form of proxy appointment sent out by the Company; or

9.5.4.3 in any invitation contained in an electronic form to appoint a proxy issued by the Company,

in each case not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote or in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the poll is taken or where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair of that meeting or to the secretary or to any Director

An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

9.6 In calculating the time periods in **Article 9.5**, no account shall be taken of any part of a day that is not a working day.

10. **WRITTEN RESOLUTIONS OF THE MEMBER(S)**

10.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date

10.2 For the purposes of this **Article 10**, "circulation date" is the day on which copies of the written resolution are sent or submitted to the member or, if copies are sent or submitted on different days, to the first of those days.

11. **DIRECTORS**

Unless otherwise determined by ordinary resolution of the member(s) the number of Directors shall not be subject to any maximum but shall not be less than three

12 PROCEEDINGS OF THE DIRECTORS

Proceedings of the Directors are provided for in the Standing Orders, and to the extent not so provided the Directors may regulate their meetings as they see fit.

13 POWERS OF DIRECTORS

13.1 Subject to the provisions of the 2006 Act, any specific arrangements between the Company and the Secretary of State for Transport in place from time to time (in writing), the Standing Orders and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company

13 2 No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given

13 3 A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors

14. DELEGATION OF DIRECTORS' POWERS

The Directors may delegate their powers in accordance with the scheme of delegation as set out in Standing Order 2 or as provided by any specific arrangements between the Company and the Secretary of State for Transport in place from time to time (in writing)

15 APPOINTMENT AND RETIREMENT OF DIRECTORS

Directors may be appointed by the Board or the member, and shall retire from office, in accordance with the Standing Orders and any specific arrangements in place from time to time (in writing) between the Company and the Secretary of State for Transport.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director shall be vacated if

16.1 he ceases to be a Director in accordance with the terms of his appointment, or

16.2 he ceases to be a Director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director, or

16.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or

16 4 he is, or may be, suffering from mental disorder and either.

- 16.4.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- 16.4.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 16.5 he resigns his office; or
- 16.6 required by written notice from the member in accordance with the Standing Orders and/or any specific arrangements in place from time to time (in writing) between the Company and the Secretary of State for Transport; or
- 16.7 he shall for more than three consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

17 **DIRECTORS' INTERESTS**

- 17.1 Subject always to (a) any specific arrangements between the Company and the Secretary of State for Transport in place from time to time (in writing), (b) the Standing Orders, and (c) the provisions of the Statutes, and provided that he has disclosed to the Directors the nature and extent of any material interest of his and the Directors have authorised such matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175 of the 2006 Act, a Director (an "**interested Director**") notwithstanding his office:
 - 17.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 17.1.2 (if an executive director) may hold any other office or employment with the Company (other than the office of auditor),
 - 17.1.3 may be
 - 17.1.3.1 a director of, or
 - 17.1.3.2 other officer of; or
 - 17.1.3.3 employed by; or
 - 17.1.3.4 a party to any transaction or arrangement with;

17.1 3 5 or otherwise interested in,

any body corporate promoted by the Company or in which the Company is in any way interested, and

17.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

17.2 Any interested Director shall not be entitled to vote on any resolution and shall not be counted in the quorum on any matter referred to in any of **Articles 17.1.1 to 17.1.3** (inclusive) and if he shall vote on any resolution as aforesaid his vote shall not be counted. Such meetings and resolutions shall be dealt with in accordance with the Standing Orders.

17 3 For the purposes of **Article 17.1**:

17.3.1 a general notice 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,

17.3.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

17 3 3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director.

18 **MINUTES**

The Directors shall cause minutes to be made in books kept for the purposes

18.1 of recording the names and addresses of all members, and

18 2 of all appointments of officers made by the Directors; and

18 3 of proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to **Article 14** including the names of Directors and members (as appropriate) present at each such meeting.

19 THE SEAL

If the Company has a seal it shall only be used in accordance with the Standing Orders

20 NOTICES

- 20.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and sent to an address for the time being notified for that purpose to the person giving the notice
- 20.2 The Company may give any notice to the member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member
- 20.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 20.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.
- 20.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on the member at noon on the day when the advertisement appears In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

21 INDEMNITIES FOR DIRECTORS

- 21.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company may be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil

or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. The Directors may buy and maintain at the cost of the Company insurance cover for or for the benefit of every Director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a Director, auditor, secretary or other officer of the Company or associated company.

- 21.2 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every Director, or other officer of the Company incurred or to be incurred:

21.2 1 in defending any criminal or civil proceedings, or

21 2 2 in connection with any application under sections 1157 of the 2006 Act.

22 **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales.

23 **LIABILITY OF THE MEMBER**

The liability of the member is limited

- 23.1 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1 00) to the Company's assets if it should be wound up while such party is a member or within one year after such party ceases to be a member, for payment of the Company's debts and liabilities contracted before such party ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves
- 23.2 If at the conclusion of the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall be paid to or distributed to the member or on such other basis as the member shall agree in writing