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Company Number: 6803134

The Companies Acts 1985 and 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

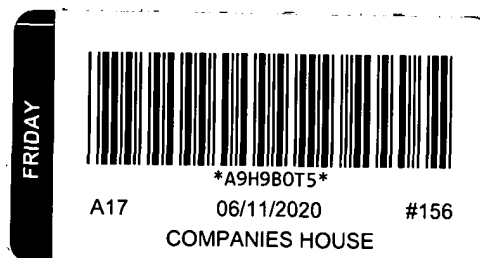
of

EASA EUROPEAN & WORLD CHAPTER LIMITED

Incorporated on 27th January 2009

(Revised Articles adopted on

2020)



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Company No: 6803134

**THE COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
of
EASA EUROPEAN & WORLD CHAPTER LIMITED**

1. INTERPRETATION

1.1 In these articles:

"Acts"	means the 1985 Act and the 2006 Act;
the "1985 Act"	means the Companies Act 1985 including any statutory modifications or re-enactments for the time being in force;
the "2006 Act"	means the Companies Act 2006 including any statutory modifications or re-enactments for the time being in force;
"Active member"	means a member of the Company who satisfies the membership qualification for 'Active' membership set out in the Bylaws;
"address"	means a postal address or, for the purposes of electronic communication, an email address in each case registered with the Company;
"Affiliate member"	means a member of the Company who satisfies the membership qualification for 'Affiliate' membership set out in the Bylaws;
the "Board"	means the Board of directors of the Company;
the "Bylaws"	means the document "Bylaws of EASA European & World Chapter Limited" (as duly amended from time to time) which is not part of these Articles but which is binding on the members;
"clear days"	<p>in relation to the period of a notice means a period excluding:</p> <ul style="list-style-type: none">• the day when the notice is given or deemed to be given; and• the day for which it is give or on which it is to take effect.

the "Council of Representatives"	means the Council of Representatives of the Company which comprises the group of members who are elected by the members to represent them;
"the directors"	means those persons holding the position of a director of the Company;
"EASA International"	means the Electrical Apparatus Service Association, Inc. whose administrative office is in St. Louis County, Missouri, United States of America;
"EASA International Bylaws"	means the bylaws of EASA International (as duly amended from time to time);
"Honorary member"	means a member of the Company who satisfies the membership qualification for 'Honorary' membership in the Bylaws;
"member"	means an Active member, Affiliate member, Honorary member or Privileged member whose membership fees are not outstanding;
"the Memorandum"	means the memorandum of association of the Company;
"Nominated Person"	means an individual employed by a member who is nominated by such member to act as its representative to attend at meetings and if relevant sign any proxy form;
"Privileged member"	means a member of the Company who satisfies the membership qualification for 'Privileged' membership in the Bylaws;
"Secretary"	means a person approved by the Board pursuant to the Bylaws;
"the Territories"	means all territories of the World (but excluding North, Central and South America and Australasia).

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality), and corporate includes any company, corporation or other body corporate wherever and however incorporated. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.3 Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

- 1.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

2 PROVISIONS FORMERLY CONTAINED IN THE MEMORANDUM

- 2.1 The Company's name is "EASA EUROPEAN & WORLD CHAPTER LIMITED".

- 2.2 The Company's registered office is to be situated in England.

- 2.3 The Company's objects ("the Objects") are:

- 2.3.1 To foster the trade, commerce and interest of those engaged in the business of servicing and marketing electrical and mechanical apparatus;
- 2.3.2 To correct trade abuses relative thereto;
- 2.3.3 To secure freedom from unjust or unlawful exactions;
- 2.3.4 To collect and disseminate information of value to members and the public;
- 2.3.5 To advance the education of members through the use of training courses;
- 2.3.6 To promote uniformity in the trade customs of those having a common interest in the industry;
- 2.3.7 To arbitrate differences between members;
- 2.3.8 To encourage friendly relations among members; and
- 2.3.9 To promote voluntary standards and cooperation in order to avoid undue government intervention;

within all the Territories.

- 2.4 In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose):

- 2.4.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct,

- maintain and alter buildings or erections and to insure against any risk or risks to any of the property or assets of the Company and against any other risk or risks which the Company may think fit;
- 2.4.2 to sell, let, mortgage or charge, dispose of or turn to account all or any of the property or assets of the Company;
- 2.4.3 to purchase or otherwise acquire plant and machinery including, without limitation, computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- 2.4.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- 2.4.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 2.4.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 2.4.7 to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 2.4.8 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 2.4.9 to amalgamate with any companies, institutions, societies or associations;
- 2.4.10 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 2.4.11 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
- 2.5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and save only in accordance with the provisions of Article 13, no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- 2.5.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
- 2.5.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3 per cent whichever is the greater;
- 2.5.3 to any director of reasonable out-of-pocket expenses;
- 2.5.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the company or a director may be a member holding not more than one hundredth part of the capital of such company;
- 2.5.5 of reasonable and proper rent, service charges and similar payments for premises demised or let by any member of the Company or any director.

2.6. The liability of the members is limited.

2.7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he 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, such amount as may be required not exceeding £1.

2.8. This clause applies on the winding up or dissolution of the Company. If on the winding up or dissolution of the Company there remains any surplus property after satisfaction of the Company's debts and liabilities, the surplus shall be divided equally between the Active members of the Company at the date of the winding up or dissolution. The share of an Active member of the Company may be satisfied in cash or in kind and, subject to the remainder of this clause, the method of allocation shall be a matter for the determination of the Board of the Company.

3 MEMBERS

- 3.1 All the existing members of the Company as at the date of adoption of these Articles together with such other persons as are admitted to membership in accordance with these Articles and the qualification criteria as set out in the Bylaws from time to time, shall (for so long as any such member shall continue to satisfy such criteria) be the members of the Company.

- 3.2 No person shall be admitted a member of the Company unless he is approved by the directors.
- 3.3 Every person who wishes to become a member shall:
 - 3.3.1 deliver to the Company, via EASA International, an application for membership in such form as the directors require executed by him together with the membership fee of such amount as determined by the directors; and
 - 3.3.2 elect a Nominated Person and give notice in writing of the same to the Company (and may change such Nominated Person also by notice in writing to the Company).
- 3.4 All members shall pay such membership fees as may be fixed from time to time by the directors and in accordance with the Bylaws. No membership fee shall be refundable upon termination of membership unless the directors resolve otherwise.
- 3.5 A member may at any time withdraw his membership from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable.
- 3.6 If a member:
 - 3.6.1 fails to satisfy the membership criteria set out in the Bylaws; or
 - 3.6.2 fails to pay any membership fees within 30 days of the due date; or
 - 3.6.3 is censured or expelled by the directors;

the member may, at the discretion of the Board, be deemed to have terminated their membership in the Company with immediate effect, subject to a member's right of redress set out in the Bylaws. Termination of membership in the Company shall result in the automatic termination of membership in EASA International.
- 3.7 The directors must keep a register of names and addresses of the members.

4. CLASSES OF MEMBERSHIP

- 4.1 The directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 4.2 The directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

- 4.3 The rights attached to a class of membership may only be varied if:
- 4.3.1 three-quarters of the members of that class consent in writing to the variation; or
 - 4.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 4.4 The provisions in these articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.
- 4.5 Active members have the right for their Nominated Person (or such other person as approved by the Board) to attend and vote at general meetings. Affiliate members, Honorary members and Privileged members have the right for their Nominated Person (or such other person as is approved by the Board) to attend and observe but not vote at general meetings.
- 4.6 Only Active members (acting by their respective Nominated Persons) shall be entitled to hold office as Vice President, President, Immediate Past President and Treasurer. The Active members to be appointed to such offices will be determined and nominated by the Council of Representatives, but all such nominations are subject to ratification by the members at the Annual General Meeting of the Company. Subject to such ratification, such offices will then be held by the relevant office holders for such term as may be determined in accordance with the provisions of Article 9.1.
- 4.7 The Active members shall as and when required, elect representatives to the Council of Representatives for such term as shall be determined by the Board. The Council of Representatives shall meet at least twice per annum and shall be responsible for reviewing and ratifying the annual budget as set by the directors, monitoring the actual spending and setting the direction of the Company and its business. The Council of Representatives shall also determine those Active members who are proposed to be elected as the then next office holders of the Company (being the Vice President, President, Immediate Past President and Treasurer) for such term as may be determined in accordance with Article 9.1. The members of the Council of Representatives shall form a pool of members from whom:
- 4.7.1 further directors may be appointed by the Board in accordance with regulation 9.2;
 - 4.7.2 future office holders may be nominated for election; and
 - 4.7.3 nominations may be made for the position of Regional Director of EASA International.
- 4.8 The Affiliate members shall together be entitled to appoint one representative to the Council of Representatives who shall be able to attend all such meetings (as are referred to in regulation 4.7 above) but such representative of the Affiliate members, whilst entitled to receive all information circulated or made available to the other Representatives (as are referred to in regulation 4.7

above) and to participate in any discussions, shall not be entitled to vote on any matters arising at such meetings.

5. GENERAL MEETINGS

5.1 The directors may call general meetings and, on the requisition of members pursuant to section 303 of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that section. If there are not within the United Kingdom sufficient directors to call a general meeting, any director may call a general meeting.

5.2 The Company shall, in each year, hold a general meeting as its Annual General Meeting, and shall specify the meeting as such in the notices calling it. The business to be transacted at an Annual General Meeting (AGM) shall include, such business as would be normal including the consideration of the accounts and reports of the Board, and any other business proposed by the Board together with any other business proposed by any member and notified to the Company in writing not less than 60 clear days prior to the meeting. In addition as and when required, the business of the AGM shall also include the election / ratification of:

5.2.1 Office Holders (being the Vice President, President, Immediate Past President and Treasurer);

5.2.2 the members to serve on the Council of Representatives; and

5.2.3 the member(s) to serve as (a) Regional Director(s) with EASA International (in accordance with the Rules of EASA International and the EASA International Bylaws).

6. NOTICE OF GENERAL MEETINGS

6.1 All general meetings shall be called by at least 30 clear days' notice.

6.2 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. PROCEEDINGS AT GENERAL MEETINGS

7.1 Every member shall abide by Roberts Rules of Order at all general meetings.

7.2 No business shall be transacted at any meeting unless a quorum is present.

7.3 5% of the Active members entitled to vote upon the business to be transacted, (each such Active member being represented either by a Nominated Person or by a proxy), shall be a quorum.

7.4 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the

meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the directors may determine. If a quorum is still not present, the meeting will be dissolved.

- 7.5 The President of the Board or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the President nor such other director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 7.6 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Active members present and entitled to vote shall choose one of their number to be chairman.
- 7.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 7.8 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded:
- 7.8.1 by the chairman; or
- 7.8.2 by at least five Active members having the right to vote at the meeting; or
- 7.8.3 by Active members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 7.9 Unless a poll is duly demanded a declaration by the chairman 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 shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 7.10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 7.11 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll.
- 7.12 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 7.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such other time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 7.14 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.15 A resolution in writing executed by or on behalf of such number of Nominated Persons of Active members (who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present) as would be required to pass such resolution in a general meeting, shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

8. VOTES OF MEMBERS

- 8.1 On a show of hands every Active member present in person by its Nominated Person or by proxy shall have one vote. On a poll every Active member present in person by its Nominated Person or by proxy shall have one vote.
- 8.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 8.3 The appointment of a proxy shall be executed by or on behalf of the Nominated Person and shall be in the form set out in the Bylaws.
- 8.4 The appointment of a proxy (and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors) may:
 - 8.4.1 in the case of an instrument in writing be deposited at the registered office of the Company or such other place within the United Kingdom as is specified 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;

8.4.2 in the case of an appointment contained in an electronic communication, (where an address has been specified by the Company for the purpose of receiving electronic communication:

8.4.2.1 in the notice convening the meeting, or

8.4.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or

8.4.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting);

it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

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

8.4.4 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 chairman or to any director.

An appointment of proxy which is not deposited, delivered or received in a manner so permitted in accordance with the provisions of this regulation, shall be invalid. In this regulation 8 the term "address" in relation to electronic communications includes any address used for the purpose of such communications.

8.5 A vote given or poll demanded by proxy or by the Nominated Person of a member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

9. DIRECTORS

The directors shall be:

- 9.1 the Nominated Persons of those Active members holding the positions of President, Vice President, Immediate Past President and Treasurer who shall each hold office and retire as the Board shall determine (normally for a minimum term of two years and then be subject to reappointment) save that no director shall hold office continually for more than 8 years; and
- 9.2 those persons (if any) appointed by the Board, from the Council of Representatives who shall each hold office for up to two years and shall vacate office at the conclusion thereof.

10. POWERS OF DIRECTORS

- 10.1 Subject to the provisions of the Acts and these Articles the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of these Articles 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. A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 10.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 10.3 The directors shall keep the Council of Representatives informed of their actions.

11. DELEGATION OF DIRECTORS' POWERS

- 11.1 The directors may delegate any of their powers to any committee consisting of one or more directors or other persons. They may also delegate to any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.
- 11.2 All committees shall report to the Board.

12. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 12.1 The office of a director shall be vacated if:

- 12.1.1 his appointer ceases to be an Active member; or

- 12.1.2 he ceases to be a director by virtue of any provision of the Acts or he becomes prohibited by law from being a director; or

- 12.1.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 12.1.4 he becomes, in the opinion of all his fellow directors, incapable by reason of mental disorder, illness or injury of discharging his duties as a director; or
- 12.1.5 he resigns his office by notice to the Company; or
- 12.1.6 he shall for more than twelve 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.

13. REMUNERATION OF DIRECTORS

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

14. DIRECTORS' APPOINTMENTS AND INTERESTS

- 14.1 Subject to the provisions of the Acts and provided that he has disclosed to the directors the nature and extent of any material interest of his (or his appointer), a director (or his appointer) notwithstanding his office:
 - 14.1.1 may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 14.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - 14.1.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment 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.

15. PROCEEDINGS OF DIRECTORS

- 15.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may call a meeting of the directors, provided reasonable notice is given to the other directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of

votes, the President shall have a second or casting vote. The Secretary shall be entitled to attend all meetings of the directors.

- 15.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number, shall be three with one being the President.
- 15.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 15.4 Unless he is unwilling to do so, the President shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 15.5 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 15.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or as (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 15.7 Save as otherwise provided by these Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
 - 15.7.1 the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
 - 15.7.2 the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed

responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

15.7.3 his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;

15.7.4 the resolution relates in any way to a registered pension scheme (as defined in the Finance Act 2004).

15.8 For the purposes of this regulation, an interest of a person who is, for any purpose of the Acts (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director (including without limitation, the member for whom he is the Nominated Person) shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

15.9 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

15.10 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

15.11 Where proposals are under consideration concerning the appointment of two or more directors to offices with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

15.12 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

15.13 All or any of the directors may participate in a meeting of the directors by means of conference telephone or video conferencing. A person so participating shall be deemed to be present in person at the meeting and be entitled to vote or be counted in quorum. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the President is.

16. MINUTES

16.1 The directors shall cause minutes to be made in books kept for the purpose:

16.1.1 of all appointments of officers made by the directors or otherwise;
and

16.1.2 of all proceedings at meetings of the Company, of the directors,
and of committees of directors, including the names of the directors
present at each such meeting.

17. ACCOUNTS

No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or as authorised by the directors or by ordinary resolution of the Company.

18. NOTICES

18.1 Any notice to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.

For these purposes and the purposes of the following Article, "address" in relation to electronic communications, includes any address used for the purposes of such communications.

18.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the member.

18.3 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.

18.4 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 contained in an electronic communication was sent by e mail to the e mail address previously provided for the purposes of electronic communications, shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of:

18.4.1 in the case of a notice sent by pre-paid first class post, 48 hours
after the envelope containing it was posted; or

18.4.2 in the case of a notice sent by airmail 6 days after the envelope

containing the notice was pushed; or

- 18.4.3 in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

19. WINDING-UP

On the winding-up and dissolution of the Company the provisions of regulation 2.8 shall have effect.

20. RELATIONSHIP WITH EASA INTERNATIONAL

- 20.1 Members shall at all times abide by (1) the Bylaws and (2) the EASA International Bylaws.
- 20.2 In the event of any direct conflict arising between (1) the provisions of these Articles and / or the Bylaws on the one hand and (2) the EASA International Bylaws on the other, then the provisions of the EASA International Bylaws shall prevail.

21. INDEMNITY

- 21.1 Subject to and to the fullest extent permitted by the Acts, but without prejudice to any indemnity to which he may be otherwise entitled:

21.1.1 every director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him in his capacity as such save that no such person shall be entitled to be indemnified (whether directly or indirectly):

21.1.1.1 for any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of the Company;

21.1.1.2 for any fine imposed in criminal proceedings which have become final;

21.1.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

21.1.1.4 for any liability incurred by him in defending any criminal proceedings in which he is convicted and such conviction has become final;

- 21.1.1.5 for any liability incurred by him in defending any civil proceedings brought by the Company or an associated company of the Company in which a final judgment has been given against him; and
 - 21.1.1.6 for any liability incurred by him in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant him relief and such refusal has become final;
 - 21.1.2 every director shall be entitled (i) to have funds provided to him by the Company to meet expenditure incurred or to be incurred by him in defending himself in any proceedings (whether civil or criminal) or in connection with an application for relief (as defined in section 205(5) of the Companies Act 2006) or in an investigation, or against action proposed to be taken, by a regulatory authority or (ii) to receive assistance from the Company as will enable any such person to avoid incurring such expenditure, where such proceedings, application, investigation or action are in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company, provided that he will be obliged to repay any funds provided to him no later than:
 - 21.1.2.1 in the event he is convicted in such proceedings, the date when the conviction becomes final; or
 - 21.1.2.2 in the event of judgment being given against him in such proceedings, the date when the judgment becomes final; or
 - 21.1.2.3 in the event of the court refusing to grant him such relief, the date when the refusal becomes final; or
 - 21.1.2.4 in the event he becomes liable for any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, the date on which any appeal relating to such sum becomes final (within the meaning of section 205(3) of the Companies Act 2006); and
 - 21.1.3 every director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) save that no director or alternate director shall be entitled to be indemnified:
 - 21.1.3.1 for any fine imposed in criminal proceedings which have become final;

- 21.1.3.2 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; and
 - 21.1.3.3 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final.
- 21.1.4 Subject to the Acts, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer of the Company or in which the Company has an interest whether direct or indirect or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of any such body corporate is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer, employee or trustee.