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The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

Catfoss Cabin Hire Limited

(adopted by special resolution on 22 March 2023)

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Private Company Limited by Shares
Articles of Association
of
Catfoss Cabin Hire Limited
(the **Company**)

Adopted pursuant to a special resolution dated 22 March

2023

Part 1 Interpretation and adoption of model articles

1 Defined terms

1.1 In these Articles of Association (the **Articles**):

Act means the Companies Act 2006 and any statutory modification or re-enactment of such act from time to time being in force.

Appointor has the meaning given in article 13.1.

Associated means, in the context of companies, one being a subsidiary of the other or both being subsidiaries of the same body corporate.

Board means the board of directors of the Company or the directors present at a duly convened meeting of the board or a committee of the board.

Business Day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.

Conflict has the meaning given in article 8.1.

Connected With has the meaning given in sections 1122 and 1123 Corporation Tax Act 2010 save that there shall be deemed to be control for that purpose whenever either sections 450 and 451 or section 1124 of that act would so require.

Eligible Director means 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).

shareholder or Member means any registered holder of shares for the time being.

Model Articles means 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.

Relevant Loss means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, and any Associated company or any pension fund or employees' share scheme of the Company or Associated company.

Relevant Director has the meaning given in article 8.1.

Relevant Officer means any director or other officer or former director or other officer of the Company or an Associated Company.

- 1.2 In addition to the terms defined in article 1.1 certain other terms are defined elsewhere in these Articles (denoted by bold type). Each such term shall have the meaning stated for the purpose of the provision in which it is defined and where used elsewhere in these Articles
- 1.3 Save as otherwise provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles. Words and expressions defined elsewhere in these Articles shall bear the meanings given to them.
- 1.4 A reference in these Articles to a Regulation is a reference to the relevant article of the Model Articles and a reference to an article by number is to the particular article of these Articles.
- 1.5 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, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 In these Articles, words importing a gender include every gender, references to the singular include the plural and references to persons include bodies corporate, unincorporated associations and partnerships.
- 1.7 The headings in these Articles shall not affect their construction.
- 1.8 If any date referred to in these Articles is not a Business Day, it shall be taken to be a reference to the next Business Day after that date.

- 1.9 Where a notice period is expressed to be in clear days, such notice period shall not be taken to include either the date on which the notice is given or the date on which the notice is expressed to expire.
- 1.10 The Company's name is Catfoss Cabin Hire Limited.
- 1.11 The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.
- 2 Adoption of the model articles**
- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. In the event of a conflict between the Model Articles and a provision of these Articles, these Articles shall prevail.
- 2.2 Articles 7(2), 8, 11(2) and (3), 14(1) to (5) (inclusive), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.

Part 2 Directors

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

Regulation 3 shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles".

4 Committees

Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

5 Unanimous decisions

- 5.1 A decision of Board is taken in accordance with this article when all eligible directors indicate to each other that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

- 5.2 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a meeting of the Board.

6 Quorum for Board meetings

- 6.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 6.2 Subject to article 6.3, the quorum for the transaction of business at a meeting of directors is any one eligible director.

- 6.3 If a quorum is not present at a Board meeting at the time when any business is considered, any director may require that the meeting be reconvened. At least five Business Days' notice of the reconvened meeting will be given unless all the directors agree otherwise. At the reconvened meeting, a quorum shall exist with respect to those matters on the agenda which were not disposed of at the original meeting if any one or more directors are present or represented by an alternate.

- 6.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision.

6.4.1 to appoint further directors; or

6.4.2 to call a general meeting so as to enable the shareholders to appoint further directors.

7 Transactions or other arrangements with the company

- 7.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

7.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

7.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

7.1.3 shall be entitled to vote at a Board meeting (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

7.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- 7.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8 **Directors' conflicts of interest**

- 8.1 The Board may, subject to the quorum and voting requirements set out in the Articles, authorise any matter which would otherwise involve a director breaching his duty (the **Relevant Director**) under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 8.2 Any director (including the Relevant Director) may propose that the Relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Board shall be effected in the same way that any other matter may be proposed to and decided upon by the Board under the provisions of the Articles save that the Relevant Director shall not count towards the quorum nor vote on any resolution giving such authority and save further that if there are insufficient directors eligible to vote and therefore to form a quorum, Regulation 13 will apply.
- 8.3 Where the Board authorises any matter in relation to a Conflict:
 - 8.3.1 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - 8.3.2 the directors may revoke or vary such authority at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authority.
- 8.4 Where the Board authorises any matter in relation to a Conflict or where any of the situations referred to in article 7.1 (**Permitted Situation**) applies:
 - 8.4.1 the Board may (whether at the relevant time or subsequently): (i) require that the Relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the directors or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the Relevant Director such other terms for the purpose of dealing with the Conflict as it may determine;

- 8.4.2 the Relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict or Permitted Situation; and
- 8.4.3 the Board may provide that where the Relevant Director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.
- 8.5 A director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company or the Members for any remuneration, profit or other benefit realised by reason of his having any type of interest in a Conflict authorised under this article 8 or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a director having any such interest.

9 Records of decisions to be kept

Where decisions of the Board are taken by electronic means, such decisions shall be recorded by the Board in permanent form, so that they may be read with the naked eye.

APPOINTMENT OF DIRECTORS

10 Number of directors

The number of directors is not subject to any maximum, unless the Company by ordinary resolution decides otherwise. The minimum number of directors (other than alternate directors) is one.

11 Appointment and removal of directors

- 11.1 In any case where, as a result of death or bankruptcy, the Company has no Members and no directors, the transmittee(s) of the last Member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 11.2 Notwithstanding any other provision of these Articles, a shareholder or shareholders holding the whole or a majority in nominal value of the issued ordinary share capital for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a director or directors either as an additional director or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the shareholder or shareholders making the same, or in the case of a shareholder being a body corporate signed by one of its directors or other officers on its behalf, and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument.

12 **Directors' expenses**

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

13 **Appointment and removal of alternate directors**

13.1 Any director (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the Board, to:

13.1.1 exercise that director's powers; and

13.1.2 carry out that director's responsibilities.

in relation to the taking of decisions by the Board, in the absence of the alternate's Appointor.

13.2 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 Board.

13.3 The notice must:

13.3.1 identify the proposed alternate director; and

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

14 **Rights and responsibilities of alternate directors**

14.1 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 Board as the alternate's Appointor.

14.2 Except as the Articles specify otherwise, alternate directors:

14.2.1 are deemed for all purposes to be directors;

14.2.2 are liable for their own acts and omissions;

14.2.3 are subject to the same restrictions as their Appointors; and

14.2.4 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 Board meetings and of all meetings of committees of directors of which his Appointor is a member.

14.3 A person who is an alternate director but not a director:

14.3.1 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);

- 14.3.2 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
- 14.3.3 shall not be counted as more than one director for the purposes of articles 14.3.1 and 14.3.2.
- 14.4 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 Board (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.
- 14.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be 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.
- 15 **Termination of alternate directorship**
- An alternate director's appointment as an alternate terminates:
- 15.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate; or
- 15.1.2 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; or
- 15.1.3 on the death of the alternate's Appointor; or
- 15.1.4 when the alternate's Appointor's appointment as a director terminates.

16 **Secretary**

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

Part 3 Shares and distributions

SHARES

17 **Replacement share certificates**

In Regulation 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

18 **Transmission of shares**

Regulation 27(3) shall be amended by the insertion of the words ", subject to article 11.1," after the word "But".

19 **Share transfers to secured parties**

19.1 Notwithstanding anything contained in these Articles:

19.1.1 no lien shall attach to any share in the Company, whether fully paid or not, in the name of any person whether he be the sole holder thereof or one of two or more joint holders;

19.1.2 the directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

19.1.2.1 to any person (including without limitation any bank, institution or other entity) to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (**Secured Party**), or to any nominee of such Secured Party, pursuant to any such security;

19.1.2.2 executed by a Secured Party or its nominee pursuant to the power of sale or other power under any such security; or

19.1.2.3 executed by a receiver or manager appointed by or on behalf of any Secured Party or its nominee, under any such security,

19.2 and furthermore, notwithstanding anything to the contrary contained in these Articles:

19.2.1 no transferor of any shares in the Company or proposed transferor of such shares to a Secured Party or to its nominee;

19.2.2 no Secured Party or its nominee;

19.2.3 no receiver or manager appointed by or on behalf of a Secured Party or its nominee,

shall be required to offer the shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not.

20 **Transmittees bound by prior notices**

Regulation 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

DIVIDENDS AND OTHER DISTRIBUTIONS

21 Payment of dividends and other distributions

Regulations 31(1)(a) to (d) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

Part 4 Decision making by shareholders

22 Convening general meetings

The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the Act. If there are not sufficient directors to call a general meeting, any director or the Members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single Member, such Member shall be entitled at any time to call a general meeting.

23 Notice of general meetings

- 23.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.
- 23.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 23.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a Member (if the Company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company.
- 23.4 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.

24 Quorum for general meetings

No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Act, two qualifying persons (as defined in section 318(3) of the Act) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single Member, the quorum shall be one such qualifying person.

25 Adjournment

Regulation 41(1) shall be amended by inserting the following sentence at the end of the first sentence of that Regulation: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

VOTING AT GENERAL MEETINGS

26 Voting: general

26.1 Subject to any rights or restrictions attached to any shares, on a show of hands, every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more than one vote) shall have one vote.

26.2 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.

27 Poll votes

27.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

27.2 Regulation 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

28 Proxies

28.1 Regulation 45(1)(d) shall be deleted and replaced with the words "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

28.2 Regulation 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

29 Representation of corporations at meetings

Subject to the Act, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the Company or at a separate meeting of the holders of a

class of shares or the Company (**Corporate Representative**). A director, secretary or other person authorised for the purpose by the directors may require a Corporate Representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

30 Written shareholder resolutions

A resolution of the shareholders may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

Part 5 Administrative arrangements

31 Means of communication to be used

31.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

31.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

31.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

31.1.3 if properly addressed and sent or supplied by electronic means, six hours after the document or information was sent or supplied; and

31.1.4 if sent or supplied by means of a website, when the recipient receives notice of the fact that the material is available on the website.

For the purposes of this article 31, no account shall be taken of any part of a day that is not a Business Day, save for the purposes of determining whether sufficient notice of a general meeting has been given.

31.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

32 Company seals

Regulation 49(3) shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed".

DIRECTORS' INDEMNITY AND INSURANCE

33 Indemnity

33.1 Subject to article 33.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

33.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

33.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

33.1.1.2 in relation to the Company's (or any Associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any Associated company's) affairs; and

33.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 33.1.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

33.2 This article 33 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

34 Insurance

34.1 The Board 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.