

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

relating to

BLACKMEAD INFRASTRUCTURE LIMITED  
**(incorporated with Company Number 08928992)**

ADOPTED ON 7 MARCH 2014  
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SHAKESPEARE

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THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
COMPANY NO: 08928992

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ARTICLES OF ASSOCIATION  
OF  
BLACKMEAD INFRASTRUCTURE LIMITED  
**("the Company")**

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1. APPLICATION OF MODEL ARTICLES

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these articles ("the Model Articles") shall apply to the company save in so far as they are excluded or modified by these articles.
- 1.2 Notwithstanding that the company is a private company, certain articles contained in the model articles of association for public companies contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these articles ("the Model PLC Articles") shall apply to the company, but only where expressly incorporated into these articles. Where so expressly incorporated, any reference in a Model PLC Article to a "member" shall in these articles be deemed to be a reference to a "shareholder".

2. INTERPRETATION

- 2.1 Without prejudice to any other definitions contained elsewhere in these articles, the following words and expressions shall in these articles have the meanings set out or referred to opposite each respectively (unless the context otherwise requires):

"the Act"	means the Companies Act 2006;
"Conflicting Situation"	has the meaning given in article 5;
"Conflicting Transaction"	has the meaning given in article 6;
"Connected"	has the meaning given to such word by sections 993 and 994 of the Income Tax Act 2007;
"eligible director"	means in relation to any matter a director who would be entitled to vote on the matter concerned at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the matter concerned;
"Model Articles"	has the meaning given in article 1; and
"Model PLC Articles"	has the meaning given in article 1.

- 2.2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these expressions which have particular meanings in the Act shall have the same meanings in these articles.
- 2.3 Any reference in these articles to any provision of any statute or to any other legislative provision shall be deemed to include a reference to any statutory or other legislative modification or re-enactment of that provision from time to time in force.

- 2.4 In these articles, where the context so permits, words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter and vice versa; words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 2.5 The headings to each of the articles are inserted for ease of reference only and shall not affect the construction or interpretation of these articles.
- 2.6 A references in these articles to an "article" followed by a particular number is a reference to the relevant article of these articles bearing that number. A reference in these articles to a "Model Article" followed by a particular number is a reference to the relevant article of the Model Articles bearing that number. A reference in these articles to a "Model PLC Article" followed by a particular number is a reference to the relevant article of the Model PLC Articles bearing that number.
- 2.7 Where provisions of the Model PLC Articles are expressly incorporated into these articles, words and expressions ascribed a particular meaning by the Model PLC Articles shall have the same meanings in these articles in relation thereto.
- 2.8 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
3. DIRECTORS AND THEIR POWERS
  - 3.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum.
  - 3.2 Model Article 17(1) shall not apply to the company. Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
    - 3.2.1 by ordinary resolution, or
    - 3.2.2 by a decision of the directors.
  - 3.3 Model Article 5(1)(c) shall be amended by the insertion of the words "(including collaterally with or to the exclusion of their own powers)" at the end of that Model Article.
  - 3.4 No alteration of the articles invalidates anything which the directors have done which would have been valid had that alteration not been made.
4. PROCEEDINGS OF DIRECTORS
  - 4.1 In relation to any proposal to authorise a Conflicting Situation pursuant to article 6 (Actual or Potential Conflicts) if, other than the director(s) to which the Conflicting Situation relates, there is only one director in office, the quorum shall be one eligible director.
  - 4.2 Directors may waive their entitlement to notice of a director's meeting at any time and in Model Article 9(4)) the words "not more than 7 days after the date on which the meeting is held" shall be deleted and replaced with the words "at any time".
  - 4.3 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote. Model Article 13 shall not apply to the company.
  - 4.4 Model Article 8(3) shall not apply to the Company and references in Model Article 8 to "eligible directors" shall be to such term as defined in article 1.
5. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY
  - 5.1 In accordance with sections 177 and 182 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 ("a Conflicting Transaction") must declare the nature and extent of that interest to the other directors. However, a director need not declare an interest in a Conflicting Transaction:

- 5.1.1 if it cannot reasonably be regarded as giving rise to a conflict of interest;
  - 5.1.2 if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or
  - 5.1.3 if, or to the extent that, it concerns the terms of his or her service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for that purpose; or
  - 5.1.4 if, or to the extent that, he or she is not aware of the Conflicting Transaction or his or her interest in it.
- 5.2 Model Articles 14(1) to 14(5) (inclusive) shall not apply to the company. Subject to the Act and provided he or she has disclosed to the other eligible directors the nature and extent of any interest of his or hers, a director who is in any way, whether directly or indirectly, interested in a Conflicting Transaction:
- 5.2.1 may continue to be interested in or party to such Conflicting Transaction;
  - 5.2.2 shall be entitled to vote at any meeting of the directors or of any committee of the directors of which he or she is a member notwithstanding that it in any way concerns or relates to such Conflicting Transaction and shall therefore be an eligible director for such purposes;
  - 5.2.3 shall, whether or not he or she votes, be taken into account in calculating the quorum present at any meeting at which such Conflicting Transaction is to be considered;
  - 5.2.4 may be interested in or party to that Conflicting Transaction by virtue of being a director or other officer of, or employed by, or party to a transaction or arrangement with or otherwise interested in, any holding company or parent undertaking from time to time of the company, or any subsidiary or subsidiary undertaking from time to time of the company or of such other company or undertaking, or any other company which, in relation to the company or such a company or undertaking, is from time to time an "associated company" (as defined in section 25 of the Corporation Tax Act 2010); and
  - 5.2.5 shall not be accountable to the company for any benefit which he or she (or a person Connected with him or her) derives from such Conflicting Transaction and such Conflicting Transaction shall not be liable to be voided or set aside on the grounds of the director's interest nor shall the receipt of any remuneration, profit or other benefit arising from such Conflicting Transaction constitute a breach by the director of his or her duty under section 176 of the Act.
6. ACTUAL OR POTENTIAL CONFLICTS
- 6.1 Subject to article 6.2, the directors may authorise, subject to such terms and conditions as they think fit (including as regards duration and revocation), to the fullest extent permitted by law, any matter or situation which would or might otherwise result in a director infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or a conflict of duties) including the director accepting or continuing in any office, employment or position in addition to his or her office as a director of the company ("a Conflicting Situation").
- 6.2 Any authorisation of a Conflicting Situation pursuant to article 6.1 to be given by the directors at a meeting of the directors will be effective only if:

- 6.2.1 the meeting of the directors is duly convened in accordance with the articles;
  - 6.2.2 at such meeting any requirement as to quorum is met without counting the director or directors to whom the authorisation relates; and
  - 6.2.3 the authorisation was agreed to without any such director or directors voting, or would have been agreed to if the votes of all such directors had not been counted.
- 6.3 Where authorisation of a Conflicting Situation pursuant to article 6.1 is to be given by way of a unanimous decision of the directors in accordance with Model Article 8, the director or directors to whom the authorisation relates shall not be considered eligible directors' for the purposes of Model Article 8.
- 6.4 Any Conflicting Situation which has been authorised in accordance with article 6.1 shall (unless stated otherwise in the terms of such authorisation) be given on the basis that:
- 6.4.1 the authorisation may be revoked by the directors at any time by giving the director concerned notice in writing;
  - 6.4.2 the director concerned shall not be required to disclose any confidential information relating to such Conflicting Situation to the company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed to him or her in relation to or in connection with that Conflicting Situation;
  - 6.4.3 the director concerned may (and shall if required by the directors) absent himself or herself from meetings or discussions of the directors at which anything relating to that Conflicting Situation will or may be discussed;
  - 6.4.4 the director concerned may (and shall if required by the directors) decline to review information provided by the company which will or may relate to or be connected to that Conflicting Situation; and
  - 6.4.5 such authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of such Conflicting Situation so authorised.
- 6.5 Where a Conflicting Situation has been authorised by the directors pursuant to article 6.1:
- 6.5.1 the director concerned shall not, as a result of such Conflicting Situation, be accountable to the company for any remuneration, profit or other benefit which he or she derives from such Conflicting Situation;
  - 6.5.2 the director concerned shall not, as a result of such Conflicting Situation, be accountable to the company for any benefit for which he or she (or a person Connected with him or her) derives from such Conflicting Situation;
  - 6.5.3 any transaction to which the company is a party shall not be liable to be voided or set aside on the grounds of the Conflicting Situation; and
  - 6.5.4 the director concerned shall not, as a result of such Conflicting Situation, breach any of the duties he or she owes to the Company by virtue of sections 171 to 176 of the Act;
  - 6.5.5 provided such director acts in accordance with any terms, limits and conditions as the directors impose in respect of such authorisation (or which are implied by the articles).
7. ALLOTMENT OF SHARES
- 7.1 Subject to these articles and to section 551 of the Act, all shares shall be under the control of the directors who may allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions they think fit.

- 7.2 Save to the extent authorised by these articles, or by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company (including the power granted by section 550 of the Act).
- 7.3 The directors are generally and unconditionally authorised, subject to the provisions of these articles and provided that no shares shall be issued at a discount, for the purpose of section 551 of the Act to exercise any power of the company to offer or allot; grant rights to subscribe for or to convert any security into; or otherwise deal in or dispose of, any shares to such persons and generally on such terms as they may think fit provided that such authority shall be limited to shares with a maximum nominal amount of £10,000; shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and may only be exercised for a period of five years commencing on the date of incorporation.
- 7.4 The directors shall be entitled under the authority conferred by article 7.3 to make at any time before the expiry of such authority any offer or agreement which will or may require shares to be allotted after the expiry of such authority.
- 7.5 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the company and are hereby excluded generally in relation to the allotment by the company of equity securities (as defined in section 560(1) of the Act).
8. TRANSFER OF SHARES
- 8.1 Model Article 26(5) shall not apply to the company. The directors shall be obliged to register any transfer of any share so long as it is:
- 8.1.1 lodged at the company's registered office or at such other place as the directors have appointed;
- 8.1.2 accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; and
- 8.1.3 in respect of only one class of share.
9. PARTLY PAID UP SHARES, LIENS, CALLS AND FORFEITURE
- 9.1 Model Article 21 shall not apply to the company. Subject to the articles the company may issue shares which are not fully paid up.
- 9.2 The company has a lien ("the company's lien") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.
- 9.3 The company's lien over a share takes priority over any third party's interest in that share and extends to any dividend or other money payable by the company in respect of that share, and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 9.4 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.
- 9.5 Model PLC Article 53 shall apply to the company and shall govern the enforcement of the company's lien, save that in Model Article 53(4)(b) the words "a suitable indemnity" shall be deleted and replaced by the words "an indemnity in a form reasonably satisfactory to the directors" and the words "over the shares before the sale for any money payable in respect of the shares" shall be deleted and replaced by the words "for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale

in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders)".

- 9.6 Model PLC Article 54 shall apply to the company and shall govern the serving of call notices, save that in Model PLC Article 54 (2)(a) the words "sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of a premium)" shall be deleted and replaced by the words "amount of his indebtedness or liability to the company".
- 9.7 Model PLC Articles 55 and 57 to 61 (inclusive) shall apply to the company.
- 9.8 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share on allotment; on the occurrence of a particular event; or on a date fixed by or in accordance with the terms of issue. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

## 10. WRITTEN RESOLUTIONS

- 10.1 Written resolutions of the company may be proposed by the directors in accordance with section 291 of the Act. The shareholders may require the company to circulate a written resolution in accordance with section 292 to 295 of the Act.
- 10.2 For the purposes of section 297 of the Act, a written resolution will lapse if it is not passed before the end of such period as the directors may determine (provided such period is detailed on the copy of the resolution circulated pursuant to section 291 of the Act), but in the absence of such determination the period shall be 28 days beginning with the circulation date of the resolution.
- 10.3 In the case of a shareholder which is a body corporate, the signature of a director or the secretary and, in the case of joint holders of a share, the signature of any one of such joint holders, shall be sufficient for the purpose of signifying a shareholder's agreement to a written resolution.

## 11. GENERAL MEETINGS

- 11.1 In accordance with the Act, the company is not required to hold an annual general meeting.
- 11.2 The quorum for general meetings shall be one person being either an individual who is a shareholder of the company; a person duly authorised to act as the representation of a corporation in relation to the meeting; or a person appointed as a proxy of a shareholder in relation to a meeting.
- 11.3 Model Article 41 shall be amended by the insertion of the words "but otherwise it shall not be necessary to give any notice of the meeting." at the end of that article.

## 12. INDEMNITY & INSURANCE

- 12.1 Without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 12.1.1 each Relevant Officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a Relevant Officer in the actual or purported execution and/or discharge of his or her duties; or in relation to them and in relation to any Relevant 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 or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a Relevant



Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to any Relevant Company's affairs; and

- 12.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 12.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.
- 12.2 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Officer in respect of any Relevant Loss.
- 12.3 Model Article 52 (save for Model Article 52(2)) and Model Article 53 shall not apply to the company.
- 12.4 In this article 12:

"Relevant Company" means the company, any holding company or parent undertaking (as defined in sections 1159 and 1162 of the Act) from time to time of the company or in which the company or any such holding company or parent undertaking or any of the predecessors of the company or of any such holding company or parent undertaking has or had at any time any interest, whether direct or indirect, or which is or was at any time in any way allied to or associated with the company or any subsidiary or subsidiary undertaking (as defined in section 1159 and section 1162 of the Act) of the company or of such other company or undertaking;

"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 any Relevant Company or any pension fund or employees' share scheme of any Relevant Company; and

"Relevant Officer" means any director or other officer or former director or other officer of any Relevant Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Relevant Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

13. TRANSFER OF SHARES, PRE-EMPTION ON TRANSFER AND LIEN OVER SHARES IN RELATION TO SECURITY HELD BY A SECURED INSTITUTION

13.1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof where such transfer:

- (a) is to any bank or institution to which such shares have been charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) or to any nominee of such a bank or institution (a "Secured Institution"); or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares;
- (c) is executed by a receiver or manager appointed by or on behalf of any Secured Institution, under any such security; or

- (d) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

- 13.2 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any 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 under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not.
- 13.3 Notwithstanding anything to the contrary contained in these articles, the Company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Institution.
- 13.4 Notwithstanding anything contained in these articles, the Company shall not be entitled to send a notice to any member of the Company requiring that member to pay any sum which is payable in respect of the shares which that member holds or to exercise any powers of forfeiture or sale which may flow from the non-payment of any such amounts.