

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9580635**

The Registrar of Companies for England and Wales, hereby certifies that

CROSSRAIL 2 LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **8th May 2015**



N09580635N

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

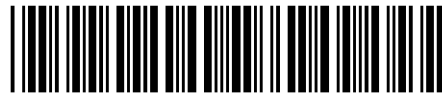


Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 07/05/2015



X46WMZY2

*Company Name
in full:* **CROSSRAIL 2 LIMITED**

Company Type: **Private limited by shares**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **50 BROADWAY
LONDON
UNITED KINGDOM
SW1H 0BL**

I wish to adopt entirely bespoke articles

Company Secretary 1

Type: **Corporate**

Name: **BROADWAY SECRETARIES LIMITED**

*Registered or
Principal Office
Address:* **50 BROADWAY WESTMINSTER
LONDON
UNITED KINGDOM
SW1H 0BL**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**

Registration Number: **00889929**

Consented to Act: **Y** *Date authorised:* **08/05/2015** *Authenticated:* **YES**

Company Director **1**

Type: **Person**

Full forename(s): **MR PAUL MARCUS GEORGE**

Surname: **VOLLER**

Former names:

Service Address: **50 BROADWAY
LONDON
UNITED KINGDOM
SW1H 0BL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **08/03/1955** *Nationality:* **BRITISH**

Occupation: **SOLICITOR**

Consented to Act: **Y** *Date authorised:* **08/05/2015** *Authenticated:* **YES**

Company Director 2

Type: **Corporate**

Name: **BROADWAY DIRECTORS LIMITED**

*Registered or
Principal Office
Address:* **50 BROADWAY WESTMINSTER
LONDON
UNITED KINGDOM
SW1H 0BL**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**

Registration Number: **04081670**

Consented to Act: **Y** *Date authorised:* **08/05/2015** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	1
		<i>Aggregate nominal value</i>	1
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

VOTING RIGHTS - SHARES RANK EQUALLY FOR VOTING PURPOSES. ON A SHOW OF HANDS EACH MEMBER SHALL HAVE ONE VOTE AND ON A POLL EACH MEMBER SHALL HAVE ONE VOTE PER SHARE HELD. DIVIDEND RIGHTS - EACH SHARE RANKS EQUALLY FOR ANY DIVIDEND DECLARED. DISTRIBUTION RIGHTS ON A WINDING UP - EACH SHARE RANKS EQUALLY FOR ANY DISTRIBUTION MADE ON A WINDING UP. REDEEMABLE SHARES - THE SHARES ARE NOT REDEEMABLE.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1
		<i>Total aggregate nominal value</i>	1

Initial Shareholdings

Name: **BROADWAY NOMINEES LIMITED**

Address: **50 BROADWAY
LONDON
UNITED KINGDOM
SW1H 0BL**

Class of share: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **BROADWAY NOMINEES LIMITED**

Authenticated: **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

Crossrail 2 Limited

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
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Broadway Nominees Limited	Broadway Nominees Limited
---------------------------	---------------------------

Dated 7/5/2015

Company Number:

The Companies Acts 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Crossrail 2 Limited

Incorporated on

No.

The Companies Act 2006
Private Company Limited by Shares
ARTICLES OF ASSOCIATION
of
Crossrail 2 Limited

INTERPRETATION

1 Definitions

In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006

appointor: has the meaning given in article 3.1

Articles: means the Company's articles of association for the time being in force

business day: means any day (other than a Saturday, Sunday or bank 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 9

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 the Articles.

2 Application of Model Articles

The Model Articles shall apply to the Company except in so far as they are modified or excluded by these Articles.

DIRECTORS AND SECRETARY

3 Appointment and removal of alternate directors

- 3.1 Any director (the **appointor**) (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors, to:

- 3.1.1 exercise that director's powers, and
 - 3.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate director's appointor.
- 3.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
 - 3.3 The notice must:
 - 3.3.1 identify the proposed alternate director, and
 - 3.3.2 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.

4 Rights and responsibilities of alternate directors

- 4.1 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 directors as the alternate director's appointor.
- 4.2 Except as the Articles specify otherwise, an alternate director:
 - 4.2.1 is deemed for all purposes to be a director;
 - 4.2.2 is liable for his own acts and omissions;
 - 4.2.3 is subject to the same restrictions as his appointor; and
 - 4.2.4 is not deemed to be an agent of or for his appointor

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

- 4.3 A person who is an alternate director but not a director:
 - 4.3.1 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);
 - 4.3.2 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
 - 4.3.3 shall not be counted as more than one director for the purposes of articles 4.3.1 and 4.3.2.

- 4.4 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 directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 4.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate director's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

5 Termination of alternate directorship

- 5.1 An alternate director's appointment as an alternate director terminates:
- 5.1.1 when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 5.1.2 on the occurrence, in relation to the alternate director, of any event which, if it occurred in relation to the alternate director's appointor, would result in the termination of the appointor director's appointment as a director;
 - 5.1.3 on the death of the alternate director's appointor; or
 - 5.1.4 when the alternate director's appointor's appointment as a director terminates.

6 Decision making by directors - no casting vote

If the numbers of votes for and against a proposal are equal the chairman or other director chairing the meeting shall not be entitled to a casting vote. Article 13 of the Model Articles shall not apply to the Company.

7 Waiver of notice of and quorum for directors' meetings

- 7.1 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time. Article 9 of the Model Articles shall be modified accordingly.
- 7.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but unless otherwise fixed it is one. Article 11 of the Model Articles shall be modified accordingly.

8 Transactions or other arrangements with the Company

- 8.1 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:

- 8.1.1 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;
- 8.1.2 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;
- 8.1.3 shall be entitled to vote at a meeting of directors (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;
- 8.1.4 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;
- 8.1.5 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
- 8.1.6 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.
- 8.1.7 Article 14 (1), (2), (3) and (4) of the Model Articles shall not apply to the Company.

9 Directors' conflicts of interest

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 9.2 Any authorisation under this article will be effective only if:
 - 9.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of the Articles or in such other manner as the directors may determine;
 - 9.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

- 9.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
 - 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 9.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
 - 9.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 9.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
 - 9.4.1 disclose such information to the directors or to any director or other officer or employee of the Company;
 - 9.4.2 use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence.
- 9.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
 - 9.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - 9.5.2 is not given any documents or other information relating to the Conflict;
 - 9.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 9.6 Where the directors authorise a Conflict:
 - 9.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
 - 9.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such

terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

- 9.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

10 Secretary

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

SHARES

11 Disapplication of pre-emption rights

The pre-emption provisions of section 561 of the Act and the provisions of section 562 of the Act shall not apply to any allotment of the Company's equity securities.

12 Lien

The Company shall have a first and paramount lien on every share whether fully paid-up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company.

INDEMNITY AND INSURANCE

13 Indemnity

- 13.1 Subject to article 13.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

13.1.1 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:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

- (b) 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

- 13.1.2 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 13.1.1
- 13.1.3 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 13.2 This article 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.
- 13.3 In this article:
 - 13.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 13.3.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).
- 13.4 Article 52 of the Model Articles shall not apply to the Company.

14 Insurance

- 14.1 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.
- 14.2 In this article:
 - 14.2.1 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or

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

14.2.2 a **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, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

14.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

14.3 Article 53 of the Model Articles shall not apply to the Company.