

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF CHIPPINDALE PLANT LIMITED**

**(COMPANY NUMBER 00467731) (THE “COMPANY”)**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires, the following definitions apply:

<b>“Act”</b>	the Companies Act 2006;
<b>“AER Director”</b>	any director appointed from time to time by Aer Rents Limited (company number 09329314);
<b>“Articles”</b>	the Company’s articles of association for the time being in force;
<b>“business days”</b>	any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business;
<b>“Civil Partner”</b>	in relation to an individual member, a civil partner as defined in the Civil Partnerships Act 2004;
<b>“Conflict Situation”</b>	any situation or matter in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
<b>“eligible director”</b>	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);
<b>“Equity Securities”</b>	shall have the meaning given in section 560(1) of the Act;
<b>“Family Trust”</b>	a trust which permits the settled property or the income from it to be applied only for the benefit of an individual member (the <b>“Settlor”</b> ) and/or any Privileged Relation of that Settlor and under which no power or control is capable of being exercised over the votes of any shares which are the subject of the trust, by any person other than the trustees or the Settlor or any Privileged Relations of the Settlor;
<b>“Group Company”</b>	the Company, a subsidiary or holding company from time to time of the Company and any subsidiary from time to time of any such holding company;
<b>“Group Conflict Situation”</b>	in respect of each director, all or any of the following situations existing at any time while such person is a director:

- (a) being employed or otherwise engaged by any Group Company;
- (b) holding office, including (but not limited to) office as director, of any Group Company;
- (c) being a member of any pension scheme operated from time to time by any Group Company;
- (d) being a member of any Group Company;
- (e) participating in any share option, bonus or other incentive schemes operated from time to time by any Group Company;
- (f) participating in any benefit provided by an employee benefit trust of which the director is a beneficiary;

**“Model Articles”**

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 on which these Articles become binding on the Company;

**“Privileged Relation”**

Civil Partner, spouse, widow or widower of the member and the member’s children and grandchildren (including legitimate, illegitimate, step and adopted children and their issue);

**“Qualifying Person”**

shall have the meaning given in section 318 of the Act; and

**“Shares”**

shares in the capital of the Company.

- 1.2 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 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.
- 1.3 In these Articles, reference to a “subsidiary” or “holding company” is to be construed in accordance with section 1159 of the Act.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 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:
  - 1.6.1 any subordinate legislation from time to time made under it; and
  - 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.7 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.

## **2 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. If any provisions of these Articles conflict with any provisions of the Model Articles, these Articles shall prevail.

## **3 DIRECTORS – DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 3.1 The general rule about decision making is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 4.1.
- 3.2 If the Company has only one director for the time being the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors’ decision making.
- 3.3 Paragraph 7 of the Model Articles shall not apply to the Company.

## **4 DIRECTORS – UNANIMOUS DECISIONS**

- 4.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 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.
- 4.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 4.4 Paragraph 8 of the Model Articles shall not apply to the Company.

## **5 DIRECTORS – NUMBER AND QUORUM**

- 5.1 Unless otherwise determined by special resolution, the maximum number of directors is seven and the minimum number of directors is two.
- 5.2 Subject to Articles 3.2 and 5.3, the quorum for the transaction of business at a meeting of directors is two AER Directors (or their alternates).
- 5.3 The shareholder shall procure (so far as they are able) that a quorum (in accordance with the provisions of these articles) is present throughout each directors’ meeting.
- 5.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a director’s conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 5.5 Paragraph 11(2) of the Model Articles shall not apply to the Company.

## **6 DIRECTORS – CASTING VOTE**

- 6.1 If the number of votes for and against a proposal at a meeting of directors is equal, Ciaran Mahon acting as AER Director shall have a casting vote.
- 6.2 Article 6.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 6.3 Paragraph 13 of the Model Articles shall not apply to the Company.

## **7 DIRECTORS - POWERS TO AUTHORISE CONFLICTS OF INTEREST**

- 7.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a Conflict Situation provided that, for this purpose, the director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- 7.2 Any authorisation given under Article 7.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 7.3 Where the directors give authority under Article 7.1:
  - 7.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and:
    - a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
    - b) the relevant 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;
  - 7.3.2 they 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; and
  - 7.3.3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.
- 7.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 7.1 (subject in any case to any limits or conditions to which such approval was subject).

- 7.5 For the purposes of section 175 and 180(4) of the Act and for all other purposes, and notwithstanding the provisions of Articles 7.1 to 7.4, it is acknowledged that a Director may be or become subject to a Group Conflict Situation or Group Conflict Situations.
- 7.6 A Director's duties to the Company arising from his holding office as director shall not be breached or infringed as a result of any Group Conflict Situation having arisen or existing in relation to him and such Group Conflict Situation shall, for the purposes of section 180(4) of the Act, be deemed authorised.
- 7.7 Any Director the subject of a Group Conflict Situation shall:
- 7.7.1 not be held accountable to the Company for any benefit he directly or indirectly derives from his involvement in any Group Company;
  - 7.7.2 be entitled to receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at board meetings relating in any way to, and deal generally with, matters concerning, connected with or arising from the Group Conflict Situation concerned; and
  - 7.7.3 be entitled to keep confidential and not disclose to the Company any information which comes into his possession as a result of such Group Conflict Situation where such information is confidential as regards any third party.

## **8 DIRECTORS – 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 transaction or arrangement or proposed transaction or arrangement 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 transaction or arrangement or such proposed transaction or arrangement.
- 8.2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company.

## **9 DIRECTORS – ALTERNATE DIRECTORS**

- 9.1 Any director (the “**appointor**”) may appoint as an alternate any other director or any other person approved by resolution of the directors to:
- 9.1.1 exercise that director's powers; and
  - 9.1.2 carry out that director's responsibilities
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

- 9.2 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 directors.
- 9.3 The notice must:
- 9.3.1 identify the proposed alternate, and
  - 9.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 9.4 An alternate director may act as an alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 9.5 Except as the Articles specify otherwise, alternate directors:
- 9.5.1 are deemed for all purposes to be directors;
  - 9.5.2 are liable for their own acts and omissions;
  - 9.5.3 are subject to the same restrictions as their appointors; and
  - 9.5.4 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 meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 9.6 A person who is an alternate director but not a director:
- 9.6.1 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);
  - 9.6.2 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
  - 9.6.3 shall not be counted as more than one director for the purposes of Articles 9.6.1 and 9.6.2.
- 9.7 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.
- 9.8 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's appointor's remuneration as the appointor may direct by notice in writing to the Company.
- 9.9 An alternate director's appointment as an alternate terminates:
- 9.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- 9.9.2 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;
- 9.9.3 on the death of the alternate's appointor; or
- 9.9.4 when the alternate's appointor's appointment as a director terminates.

## **10 REMUNERATION OF DIRECTORS**

- 10.1 The directors are entitled to such remuneration:

- 10.1.1 for their services to the Company as directors; and

- 10.1.2 for any other service which they undertake for the Company

as the Company shall, from time to time, determine in general meeting. Paragraph 19(2) of the Model Articles shall not apply to the Company.

## **11 DIRECTORS' EXPENSES**

- 11.1 The Company may pay any reasonable expenses which the directors (including alternate directors and, if it has one, the secretary (but so that nothing in this Article 11.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:

- 11.1.1 meetings of directors or committees of directors;

- 11.1.2 general meetings; or

- 11.1.3 separate meetings of any holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

- 11.2 Paragraph 20 of the Model Articles shall not apply to the Company.

## **12 SECRETARY**

- 12.1 The directors may appoint any person who is 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. Nothing in this Article 12.1 shall require the Company to have a secretary.

## **13 SHARES**

- 13.1 Save as expressly set out herein, the Shares shall rank *pari passu* in all respects whether for voting, dividends or otherwise.

- 13.2 Save to the extent authorised from time to time by an ordinary resolution of the shareholder, 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.

- 13.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company.

## **14 SHARE TRANSFERS**

- 14.1 The directors shall register a transfer of shares which is presented for registration duly stamped. Paragraph 26(5) of the Model Articles shall not apply to the Company.

## **15 PURCHASE OF OWN SHARES**

- 15.1 Subject to the Act (but without prejudice to any other provisions of these Articles) the Company may purchase its own Shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to an amount in a financial year not exceeding the limit for the time being set out in section 692(1ZA) of the Act.

## **16 PROCEEDINGS AT GENERAL MEETINGS**

- 16.1 No business shall be transacted at a general meeting unless a quorum is present. Subject to Article 16.2, two Qualifying Persons shall be a quorum. Paragraph 38 of the Model Articles shall not apply to the Company.
- 16.2 If, and for so long as, the Company has only one member one Qualifying Person shall be a quorum at any general meeting of the Company.
- 16.3 If, at an adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. Paragraph 41 of the Model Articles shall be modified accordingly.
- 16.4 A poll on a resolution may be demanded by any person having the right to vote on the resolution. Paragraph 44 of the Model Articles shall be modified accordingly.

## **17 ADJOURNMENT**

- 17.1 If, at any adjourned general meeting, the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum or if, during that adjourned meeting, a quorum ceases to be present, the meeting shall be dissolved. Paragraph 41 of the Model Articles shall be modified accordingly.

## **18 POLL VOTES**

- 18.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act). Paragraph 44(2) of the Model Articles shall not apply to the Company.

## **19 PROXIES**

- 19.1 Proxies may only be validly appointed by a notice in writing (a “**proxy notice**”) which:
- 19.1.1 states the name and address of the shareholder appointing the proxy;
  - 19.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - 19.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 19.1.4 is delivered to the Company in accordance with the Articles not less than 24 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

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.

19.2 Paragraph 45(1) of the Model Articles shall not apply to the Company.

## **20 NOTICES**

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

20.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 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));

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

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

20.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day.

20.2 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 addressed to an address permitted for the purpose by the Act.

## **21 DIRECTORS' INDEMNITY**

21.1 Subject to the provisions of the Act (but so that this Article 21.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company:

21.1.1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- a) the Company;
- b) any associated company; and
- c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

21.1.2 may, without prejudice to the provisions of Article 21.1.1, purchase and maintain insurance for any person who is or was a director or officer of the company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 21.1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

21.2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company.