

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

EUROPEAN REGIONS AIRLINE ASSOCIATION LIMITED

Company No 08766102



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THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
EUROPEAN REGIONS AIRLINE ASSOCIATION LIMITED (the "Company")  
(Adopted by special resolution passed on 13 October 2022)

Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Agenda: the agenda for a meeting of the Members;

Airline Member: any Member which meets the eligibility conditions of an Airline Member as set out at article 7.1 and which is admitted to the Company as an Airline Member in accordance with article 7;

Airport Member: any Member which meets the eligibility conditions of an Airport Member as set out at article 7.1 and which is admitted to the Company in accordance with article 7;

Articles: means the Company's articles of association for the time being in force and a reference to an article or articles shall be construed accordingly;

Aviation Services Member: any Member which meets the eligibility conditions of an Aviation Services Member as set out at article 7.1 and which is admitted to the Company as an Aviation Services Member in accordance with article 7;

bankruptcy: includes bankruptcy insolvency proceedings in England and Wales, Scotland or Northern Ireland or in a jurisdiction other than England and Wales, Scotland or Northern Ireland which has an effect similar to that of bankruptcy or insolvency;

Board of Directors: means the Board of Directors of the Company;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

By-Laws: means the by-laws approved by the Members for the operation of certain functions of the Company in accordance with Article 22;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Director: means a director of the Company and at the date of these Articles the directors are the President, 3 Vice Presidents, the Director General and the Finance Director;

Directorate: the Director General and supporting staff from time to time;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 16, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 16.1;

Manufacturer Member: any Member which meets the eligibility conditions of a Manufacturer Member as set out at article 7.1 and which is admitted to the Company as a Manufacturer Member in accordance with article 7;

Member: means a person who is an Airline Member, Airport Member, Aviation Services Member, Manufacturer Member or a Supplier Member and whose name is entered in the Register of Members of the Company and Membership shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

Passengers: scheduled passengers, charter passengers and those carried on a contract basis;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

President: any person so appointed as the President of the Company from time to time in accordance with article 12;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Supplier Member: any Member which meets the eligibility conditions of a Supplier Member as set out at article 7.1 and which is admitted to the Company as a Supplier Member in accordance with article 7;

Vice President: any person so appointed as Vice President of the Company in accordance with article 12;

Working Groups: working groups as appointed and determined by the Directorate; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
  - (a) 1 (Defined terms);
  - (b) 2 (Liability of Members);
  - (c) 7 (Directors to take decisions collectively)
  - (d) 8 (Unanimous decisions);
  - (e) 9 (Calling a directors' meeting);
  - (f) 11(2) and (3) (Quorum for directors' meeting);
  - (g) 13 (Casting vote);
  - (h) 14 (1), (2), (3) and (4) (Conflicts of interest);
  - (i) 17(2) (Methods of appointing directors);
  - (j) 21 (Applications for membership);
  - (k) 22 (Termination of membership);

- (l) 30(2) (Poll votes);
- (m) 31(1)(d) (Content of proxy notices);
- (n) 35 (Company seals);
- (o) 38 (Indemnity);
- (p) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

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

## 2. Object

2.1 The Company's objects are:

- (a) representation of Member interests at the highest level of government, associated government bodies and regulatory authorities;
- (b) promotion of close co-operation between its Members, especially in technical, operational, political, legal and economic fields;
- (c) exchange of information;
- (d) co-operation with other associations and organisations in undertakings of mutual interest and co-ordination of the activities of its Members with such groups as a mutual association;
- (e) representation of common interests in relation to the public and especially in relation to national and international authorities and organisations; and
- (f) assisting in the implementation of general agreements between airlines amongst themselves and with their business partners as far as these are permissible under the laws of the respective countries.

2.2 The objects of the Company will be achieved by the following means:

- (a) meetings, exchanges of publications and correspondence; and
- (b) through the establishment of Members events and Working Groups, in accordance with the By-Laws.

2.3 The activities of the Company shall be funded by:

- (a) entrance and/or annual membership fees;
- (b) income from Company properties and investments; and
- (c) income from Company activities.

2.4 In furtherance of the objects set out in article 2.1 above, but not otherwise, the Company shall have the power:

- (a) to take on lease or in exchange or purchase, hire or otherwise acquire and hold for any estate or interest any buildings, lands, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof;
- (b) to undertake and secure any part or whole of the business, assets and goodwill of any company, firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or proposes to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company, firm or person, or to acquire an interest in, combine with, or enter into any arrangement for profit sharing, or for co-operation, or for mutual assistance with any such company, firm or person or for subsidising or otherwise aiding any such company, firm or person and to accept or give, by way of consideration for any of the acts or things aforesaid or property acquired, any securities, debentures, debenture stock or shares that may be agreed upon, and to retain and hold or mortgage, sell, and deal with any securities, debentures, debenture stock or shares so received;
- (c) to sell, charge, mortgage, construct, repair, improve, develop, exchange, let on, lease, grant privileges, options, rights and licenses in respect of all or any part of the property of the Company;
- (d) to hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest moneys not immediately required by the Company;
- (e) to grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit;
- (f) to raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business;
- (g) to issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments;
- (h) to purchase, take, subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage, co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest;
- (i) to dispose of or sell the entire or any part of the property or business of the Company, either in portions or together for such consideration as the Company may think fit, including for securities, debentures or shares of any company purchasing the same;
- (j) to act as brokers, agents or trustees for any company, firm or person and to undertake and perform sub-contracts;
- (k) to pay any company, firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of any securities of the Company credited as paid up in full

or in part or otherwise as may be deemed appropriate;

- (l) to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Board of Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees;
- (m) to co-ordinate, manage, finance, control or otherwise aid any company or companies in which the Company has any interest, whatsoever, to provide consultative, managerial, administrative, technical, commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies;
- (n) to amalgamate with any other company for the purpose of purchasing the whole or any part of the property, undertaking or business or any of the liabilities of the Company, or of undertaking any business operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- (o) to secure the Company to be registered or known in any part of the world;
- (p) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
- (q) to do all such other things as are incidental or conducive to the above objects set out in this article 2.

2.5 None of the provisions set out in either article 2.1 or 2.4 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.

### 3. Restriction on distribution of assets

3.1 The income and property of the Company shall be applied solely towards the promotion of the objects set out in article 2 above.

3.2 No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company:



- (a) of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company;
- (b) of interest on money lent to the Company by any Member or Director at a reasonable and proper rate per annum; or
- (c) of reasonable and proper rent or hiring fee for premises demised or let or other property let or hired by any Member or a Director.

#### 4. Winding up

- 4.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed shall be distributed to Members as at the date of winding up, in the proportions their respective contributions bore to the total contributions in the last year of account.

#### 5. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

#### 6. Change of company name

The name of the Company may only be changed by a special resolution of the Members.

### Members

#### 7. Categories of Membership

- 7.1 The categories of Membership are as follows:

Category of Membership	Conditions of Membership Eligibility
Airline Member	Any aircraft operator which carries on business (on a continuing basis) as an air carrier based principally in a European Civil Aviation Conference (ECAC) member state and predominately is engaged in internal European regional air traffic on a scheduled basis in accordance with its national authorities. Airline membership is also available to any aircraft operator engaged in regional air traffic based outside ECAC member states or to non-scheduled operators based within the ECAC area.

Airport Member	Airport membership shall be available to airports.
Aviation Services Member	Aviation Services membership shall be available to a person, company or organisation (other than those eligible to become Airline, Manufacturer, Supplier or Airport Members) engaged in pursuits related to commercial aviation including aviation consultancies, legal firms, service providers, brokers, recruiters of industry personnel, safety associated companies, trade and business associations and not for profit associations, if the Board of Directors are satisfied that such a person, company or organisation would contribute to the goals of the Company.
Manufacturer Member	Aircraft/airframe and engine manufacturers known as OEM (Original Equipment Manufacturer) in the aviation industry
Supplier Member	Supplier membership shall be available to suppliers, dealers, traders and manufacturers of aeronautical materials, service and maintenance companies, ground handling firms and other commercial corporations engaged in civil aviation except for those eligible for Airline membership.

#### Applications for Membership

- 7.2 The number of Members in each class shall be unlimited.
- 7.3 The subscribers to the memorandum of association and such other persons as the Director General shall approve shall be Members of the Company. No individual, firm or Company shall be admitted as a Member unless they are approved by the Director General. The Director General may withhold approval following the Board issuing temporary or specific restrictions which apply to a certain situation including but without limitation a sanctions or other legal restriction. Every person who wishes to become a Member shall deliver to the Company a duly executed application for membership in such form as the Director General may require.
- 7.4 Applications to become an Airline Member shall be made in writing on the Company's standard application form and filed with the Director General. Any firm or company fulfilling the conditions for Airline Membership by such written application shall be admitted.
- 7.5 Applications for any category of Manufacturer, Airport, Supplier or Aviation Services Membership shall be made in writing on the Company's standard application form to the Directorate requesting membership and designating their company's representative to the Company. Any such application for membership shall be subject to consent of the Director General.
- 7.6 A letter shall be sent to each successful applicant confirming their category of Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

## Membership Fees

- 7.7 Membership fees for Airline Members are determined on a sliding scale and are based upon the following factors:
- (a) the number of Passengers carried in the previous year (for fee calculation purposes, those Passengers carried by an Airline Member for another airline shall be considered as passengers of the carrying Member);
  - (b) gross turnover; and
  - (c) any other measure determined by the Members as proposed by the Board of Directors.
- 7.8 Membership fees for Manufacturer, Airport, Supplier and Aviation Services Members are determined by the Members in accordance with article 9.1(b).
- 7.9 Membership fees in respect of each Member are payable per annum on 1 January of each year.
- 7.10 Membership is renewable on an annual basis. Renewal fees not paid by 31 March will be subject to a 5% surcharge. Renewal fees not paid by 30 June will be subject to a further 5% surcharge.

## Suspension or Termination of Membership

- 7.11 Membership may be suspended for a fixed or indefinite period or terminated by written notice to the Directorate. Such suspension will become effective immediately from the date of receipt of the notice by the Directorate. Membership fees are due on a pro rata basis until this date.
- 7.12 A Member may at any time resign as a Member of the Company by giving written notice to the Directorate. Such resignation will be effective immediately on receipt of such notice by the Directorate.
- 7.13 Membership will be terminated if membership fees due and payable remain outstanding by 30 September. Any exceptions to this remain at the discretion of the Director General. Applications for reinstatement will only be considered by the Director General when all fees outstanding on the date of termination have been paid.
- 7.14 A Member may be removed by expulsion from the Company by a unanimous resolution of the Board. If the Board cannot agree, any Director may propose a motion for the expulsion at a meeting of Members. Any Member expelled by the Board may, within thirty (30) days after the notice of expulsion, request, by written notice to the Directorate, that the expulsion be reviewed by a meeting of the Members. The decision of the meeting of Members must be made by no less than 75% of the Members and is conclusive. If a Member brings the reputation of the Company into disrepute or breaches these Articles each of these situations can be grounds (but not the only grounds) for a motion for the expulsion of a Member.
- 7.15 Membership is not transferable and shall automatically cease upon the occurrence of any of the following events:
- (a) in the case of an individual Member:

- (i) the death of that Member;
  - (ii) a bankruptcy order being made against that Member or that Member being declared bankrupt by any court of competent jurisdiction;
  - (iii) that Member making an offer to make any arrangement or composition with his creditors generally; or
  - (iv) a Member not complying with these Articles and continuing not to comply after 20 Business Days from the date of a written notice from the Board of Directors to comply; or
- (b) in the case of a corporate Member:
- (i) an order being made or a resolution passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or for an administration order in respect of that Member;
  - (ii) a receiver, manager or administrative receiver being appointed over all or any part of the undertaking or assets of that Member; or
  - (iii) any proceedings or orders equivalent or analogous to any of those described above in paragraphs 7.15(b)(i) to 7.15(b)(ii) occurring in respect of that Member under the law of any jurisdiction outside England and Wales; or
  - (iv) a Member not complying with these Articles and continuing not to comply after 20 Business Days from the date of a written notice from the Board of Directors to comply.

7.16 Articles 21 and 22 of the Model Articles shall not apply to the Company.

## 8. General meetings

- 8.1 The Members of the Company shall meet annually at such time and place as may be determined by the Board of Directors and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 8.2 Special members' meetings may be called and held within two months after a written demand by at least two thirds of the Board of Directors or a written demand of one fifth of the Airline Members by notice in writing to the President bearing the signature of or on behalf of a fifth of the Airline Members.

### Notice of General Meetings and the Agenda

- 8.3 Notice of a general meeting shall be given by the Board of Directors to the last notified address of each Member. The notice must be posted at least one month before the general meeting and must contain the time and place of the meeting as well as the provisional Agenda including details of any proposal to change the Articles. Decisions can be made only on motions which are included on the Agenda. A motion to appoint a chair of the general meeting in accordance with article 8.6 or to call a further general meeting is excluded from this provision.

- 8.4 Motions by Members can be included in the Agenda only if they have been proposed to the President in writing at least three weeks before the meeting.
- 8.5 If the Agenda is altered, extended or restricted, a copy of the final Agenda must be sent to all members at least 10 days before the general meeting.

#### Proceedings at General Meetings

- 8.6 Article 25 of the Model Articles shall not apply to the Company. The chair at the general meeting shall be taken by the President. Where the President is not present at a general meeting, a Vice President present shall be elected by the Members by a simple majority to act as chair of the general meeting in the President's absence.
- 8.7 No business shall be transacted at a general meeting unless the requisite quorum is present in person (or by proxy) at the commencement of the business and also when such business is voted upon. One quarter of all Airline Members entitled to attend and vote in person (or by proxy) shall be a quorum.
- 8.8 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within fourteen days at the earliest of the date appointed for the holding of an adjourned meeting a quorum is not present in person (or by proxy), the Airline Member(s) present shall constitute a quorum".
- 8.9 Decisions made at a general meeting shall be made by a simple majority of the Members present in person (or by proxy) at the relevant meeting except that:
- (a) a resolution to amend these Articles; or
  - (b) a resolution to dissolve the Company; or
  - (c) a resolution stated in these Articles which requires Airline Members approval only; or
  - (d) where a special resolution is required under the Act;
- shall be passed by a majority of not less than 75% of the Airline Members present in person (or by proxy) at the relevant meeting.
- 8.10 All voting may be carried out through attendance in person or by proxy, a postal, online or electronic email method and Model Article 23 shall apply in these Articles. Subject to the Act including but without limitation Model Article 23, at any general meeting:
- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
  - (b) every Member present in person (or by proxy) shall on a poll have one vote.
- 8.11 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

- 8.12 Model Article 30(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.
- 8.13 Subject to the Act, decisions of the Members can be made by resolution in writing if the Board of Directors so decides.
- 8.14 All Members can appoint a proxy to attend and vote on their behalf at a meeting of Members. All proxies and accredited representatives of corporate bodies must be appointed in writing and follow any instructions sent with the notice of the general meeting and delivered to the Company not less than 48 hours before the time appointed for holding the meeting unless the Board of Directors, in their discretion accept the proxy notice at any time before the meeting. A Member cannot represent more than two other Members. Model Article 31(1)(d) shall not apply to the Company.
9. Competency of general meetings
- 9.1 The following business is reserved for the Members:
- (a) determination of the amount of membership fees for Airline Members;
  - (b) determination of the amount of membership fees for Manufacturer, Airport, Supplier and Aviation Services Members;
  - (c) appointment and removal of the members of the Board of Directors;
  - (d) appointment and removal of the auditors of the Company, as proposed by the Board of Directors;
  - (e) any amendment to the Articles or any decision or step to be taken to dissolve the Company voluntarily subject to article 8.9;
  - (f) any amendment or change to any category of Membership as outlined in article 7.1;
  - (g) a change of the Company name; and
  - (h) any decision in respect of the expulsion of a Member, as proposed by the Board of Directors.
- 9.2 The Airline Members only shall determine the Airline Members fees.
- 9.3 The Airline Members voting with the relevant category of the Airport Members, Aviation Services Members, Manufacturer Members or Supplier Members shall determine the applicable membership fees of the relevant category of those Members.
10. Votes of Members
- 10.1 All Members of the Company are entitled to attend and vote at Members' meetings and to propose motions except where any resolutions referred to in article 8.9 (a) to (d) apply in which case only Airline Members shall be entitled to vote.

11. Membership rights and obligations

- 11.1 All Members have the right to attend Company functions and Working Groups and to obtain copies of any Company publications, circulars and information sheets.
- 11.2 Each Member that is a firm or company shall designate its president or chief executive or other company official as its representative and that representative shall have full authority to make decisions on behalf of the relevant Member in Company matters.
- 11.3 All Members are bound to safeguard the interests and reputation of the Company and to observe these Articles.
- 11.4 All Members are required to pay membership fees in accordance with article 7.
- 11.5 Members may be requested to cooperate with the provision of data as may be agreed from time to time by the Board of Directors and requested by the Directorate, in order to respond to consultations and meet the Company's objectives.
- 11.6 Private meetings of Airline Members may be held under special circumstances, when so decided by the Board of Directors.

12. The President and Vice Presidents

- 12.1 The President will oversee the management of the Company, ensuring that the Directorate duly observes current legislation, the Articles and the decisions of the Members and the Board of Directors.
- 12.2 The President presides over the general meetings and is chair of the Board of Directors. The President acting as chair of the Board of Directors shall have a casting vote. He or she reports to the Members and is responsible for the activities of the Board of Directors.
- 12.3 The President and Vice Presidents will be elected from the Airline Members for a three year period. The President and the Vice Presidents shall be elected from the Airline members for a three year period by a majority of the Airline Members.
- 12.4 If the President is unable to continue with his/her duties during the term of office for any reason, one of the Vice Presidents may be invited by the Board of Directors to assume the presidency for the intervening period until the next general meeting, when a new President will be elected.

13. The Board of Directors

Appointment to the Board of Directors

- 13.1 No person shall be eligible for election (rather than appointment as the Director General or Finance Director in accordance with article 13.3) as a Director unless such person is an accredited representative of a Member and the office of a Director shall be automatically vacated upon:
  - (a) that Director ceasing to be an accredited representative of a Member; or

(b) the Member for whom he is an accredited representative ceasing to be a Member.

13.2 A Director shall be nominated for appointment by the Board of Directors and shall be appointed as follows:

- (a) in the case of the Director General and the Finance Director by a simple majority of the Board of Directors eligible to vote for the relevant appointment;
- (b) in the case of the President and the 3 Vice-Presidents by a simple majority of, the Airline Members eligible to vote for the relevant appointment; and
- (c) in all other cases by a simple majority of all Members eligible to vote for the relevant appointment.

13.3 The Director General and the Finance Director shall each be automatically Directors until such person leaves employment with the Company. Each Director (other than the Director General and the Finance Director) shall serve for a term of 3 years unless they otherwise resign in accordance with article 13.7.

13.4 Members who are accredited representatives of a trade association or other aviation association are not eligible to be appointed as a Director.

#### Termination of Appointment to the Board

13.5 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon a majority of the Board requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more of the Directors) must be left at or sent by post to the registered office of the Company (or another address nominated by the Board for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice and Article 18 of the Model Articles shall be amended accordingly.

13.6 Any Director can be removed during the term of office by a decision of the Members, such a decision requiring a majority of three quarters of the votes cast. A Director so removed by virtue of this article 13.6 or article 13.5 above is not eligible for re-election for three years from the date of removal. In the event that a Director becomes subject to criminal proceedings, in any jurisdiction, such Director shall promptly notify the President in writing of the existence of such proceedings. The President, in conjunction with the Board shall, in their discretion, decide whether the Director in question should be deemed to resign from office in accordance with article 13.5.

13.7 Any Director can resign at any time by declaration in writing. Such resignation will be effective from the date of receipt of such declaration, except that if the resignation reduces the number of elected Directors below five, the President shall call for a meeting of the Board to replace the resigning Director with an interim Director who shall be appointed by a simple majority of the Board of Directors. A permanent replacement Director will shall be nominated for appointment by the Board of Directors and appointed by simple majority of the Members eligible to vote for the relevant appointment.

#### Attendance at meetings of the Board of Directors



- 13.8 Directors are required to attend at least 50% of the meetings of the Board of Directors each year. Any Director unable to meet that requirement will be considered to have offered that Director's resignation. The Board of Directors is empowered not to accept resignations pursuant to this article 13.8 in extenuating circumstances. The resigning Director may put that Director's name for re-election as a Director one year following the acceptance of his/her resignation.
14. Unanimous decisions
- 14.1 In addition to articles 15.10 and 15.11, 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.
- 14.2 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.
- 14.3 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.
15. Calling a directors' meeting and quorum
- 15.1 Any Director may call a meeting of the Board of Directors by giving notice of the meeting to the Board of Directors.
- 15.2 Notice of a meeting of the Board of Directors must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.3 Notice of a meeting of the Board of Directors must be given to each Director, but need not be in writing.
- 15.4 Notice of a meeting of the Board of Directors need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 15.5 Subject to article 15.7, two (2) Eligible Directors, present in person, shall be a quorum. Article 11 of the Model Articles shall not apply to the Company.
- 15.6 If the Members have resolved pursuant to article 18 that there is to be only one director in office for the time being, then that director shall form a quorum.
- 15.7 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

- 15.8 If the total number of directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or
  - (b) to call a general meeting so as to enable the Members to appoint further Directors.
- 15.9 The President shall be appointed chair of the Board of Directors.
- 15.10 If the number of votes for and against a proposal at a Board of Directors meeting are equal the chair shall have a casting vote, provided that the chair shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant Directors' decision. Article 13 of the Model Articles shall not apply to the Company.
- 15.11 Decisions made at a Board of Directors meeting shall be made by a simple majority of the Eligible Directors except where otherwise stated in these Articles.
16. Transactions or other arrangements with the Company and Directors' Conflicts of interest
- 16.1 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:
- (a) 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;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) 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 existing or proposed transaction or arrangement in which he is interested;
  - (d) 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;
  - (e) 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
  - (f) 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

- 16.2 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 16.3 Any authorisation under this article 16 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.4 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 16.5 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 16.6 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 16.7 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 in accordance with these Articles 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.

16.8 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

17. Records of decisions to be kept

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

18. Number of Directors

Unless otherwise determined by ordinary resolution of the Members and subject to articles 15.6, 15.7 and 15.8, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

19. Death or bankruptcy of sole Member or Director

In any case where, a Member or Director dies or becomes bankrupt or insolvent and the Company has no Members and no Directors, the personal representative or trustee in bankruptcy or liquidator of the last Member or Director has the right, by notice in writing, to appoint one or more natural persons, who is each willing to act and permitted to do so, to be a Director of the Company.

20. Secretary

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.

#### Administrative arrangements

21. Means of communication to be used

21.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

- (a) 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;
- (b) if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, five (5) Business Days after posting provided that delivery in at least five (5) Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (d) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (e) 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 purposes of this article 21.1, no account shall be taken of any part of a day that is not a Business Day.

21.2 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.

## 22. By-Laws

The directors may establish By-Laws governing matters relating to the Company's operation and administration that are required from time to time for the effective operation of the Company. If there is a conflict between the terms of these Articles and any By-Laws established under this Article, the terms of these Articles shall prevail.

## 23. Indemnity

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- (b) 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 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

23.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) 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;
- (c) 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); and
- (d) an officer means in relation to a body corporate, this term includes a director, manager or secretary in accordance with section 1173, Companies Act 2006.

23.4 Article 38 of the Model Articles shall not apply to the Company.

24. Insurance

24.1 The Board of 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 loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.

24.2 Article 39 of the Model Articles shall not apply to the Company.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

EUROPEAN REGIONS AIRLINE ASSOCIATION LIMITED

Company No 08766102



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THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
EUROPEAN REGIONS AIRLINE ASSOCIATION LIMITED (the "Company")  
(Adopted by special resolution passed on 13 October 2022)

Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Agenda: the agenda for a meeting of the Members;

Airline Member: any Member which meets the eligibility conditions of an Airline Member as set out at article 7.1 and which is admitted to the Company as an Airline Member in accordance with article 7;

Airport Member: any Member which meets the eligibility conditions of an Airport Member as set out at article 7.1 and which is admitted to the Company in accordance with article 7;

Articles: means the Company's articles of association for the time being in force and a reference to an article or articles shall be construed accordingly;

Aviation Services Member: any Member which meets the eligibility conditions of an Aviation Services Member as set out at article 7.1 and which is admitted to the Company as an Aviation Services Member in accordance with article 7;

bankruptcy: includes bankruptcy insolvency proceedings in England and Wales, Scotland or Northern Ireland or in a jurisdiction other than England and Wales, Scotland or Northern Ireland which has an effect similar to that of bankruptcy or insolvency;

Board of Directors: means the Board of Directors of the Company;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

By-Laws: means the by-laws approved by the Members for the operation of certain functions of the Company in accordance with Article 22;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Director: means a director of the Company and at the date of these Articles the directors are the President, 3 Vice Presidents, the Director General and the Finance Director;

Directorate: the Director General and supporting staff from time to time;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 16, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 16.1;

Manufacturer Member: any Member which meets the eligibility conditions of a Manufacturer Member as set out at article 7.1 and which is admitted to the Company as a Manufacturer Member in accordance with article 7;

Member: means a person who is an Airline Member, Airport Member, Aviation Services Member, Manufacturer Member or a Supplier Member and whose name is entered in the Register of Members of the Company and Membership shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

Passengers: scheduled passengers, charter passengers and those carried on a contract basis;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

President: any person so appointed as the President of the Company from time to time in accordance with article 12;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Supplier Member: any Member which meets the eligibility conditions of a Supplier Member as set out at article 7.1 and which is admitted to the Company as a Supplier Member in accordance with article 7;

Vice President: any person so appointed as Vice President of the Company in accordance with article 12;

Working Groups: working groups as appointed and determined by the Directorate; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- (a) 1 (Defined terms);
  - (b) 2 (Liability of Members);
  - (c) 7 (Directors to take decisions collectively)
  - (d) 8 (Unanimous decisions);
  - (e) 9 (Calling a directors' meeting);
  - (f) 11(2) and (3) (Quorum for directors' meeting);
  - (g) 13 (Casting vote);
  - (h) 14 (1), (2), (3) and (4) (Conflicts of interest);
  - (i) 17(2) (Methods of appointing directors);
  - (j) 21 (Applications for membership);
  - (k) 22 (Termination of membership);

- (l) 30(2) (Poll votes);
- (m) 31(1)(d) (Content of proxy notices);
- (n) 35 (Company seals);
- (o) 38 (Indemnity);
- (p) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

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

## 2. Object

2.1 The Company's objects are:

- (a) representation of Member interests at the highest level of government, associated government bodies and regulatory authorities;
- (b) promotion of close co-operation between its Members, especially in technical, operational, political, legal and economic fields;
- (c) exchange of information;
- (d) co-operation with other associations and organisations in undertakings of mutual interest and co-ordination of the activities of its Members with such groups as a mutual association;
- (e) representation of common interests in relation to the public and especially in relation to national and international authorities and organisations; and
- (f) assisting in the implementation of general agreements between airlines amongst themselves and with their business partners as far as these are permissible under the laws of the respective countries.

2.2 The objects of the Company will be achieved by the following means:

- (a) meetings, exchanges of publications and correspondence; and
- (b) through the establishment of Members events and Working Groups, in accordance with the By-Laws.

2.3 The activities of the Company shall be funded by:

- (a) entrance and/or annual membership fees;
- (b) income from Company properties and investments; and
- (c) income from Company activities.

2.4 In furtherance of the objects set out in article 2.1 above, but not otherwise, the Company shall have the power:

- (a) to take on lease or in exchange or purchase, hire or otherwise acquire and hold for any estate or interest any buildings, lands, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof;
- (b) to undertake and secure any part or whole of the business, assets and goodwill of any company, firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or proposes to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company, firm or person, or to acquire an interest in, combine with, or enter into any arrangement for profit sharing, or for co-operation, or for mutual assistance with any such company, firm or person or for subsidising or otherwise aiding any such company, firm or person and to accept or give, by way of consideration for any of the acts or things aforesaid or property acquired, any securities, debentures, debenture stock or shares that may be agreed upon, and to retain and hold or mortgage, sell, and deal with any securities, debentures, debenture stock or shares so received;
- (c) to sell, charge, mortgage, construct, repair, improve, develop, exchange, let on, lease, grant privileges, options, rights and licenses in respect of all or any part of the property of the Company;
- (d) to hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest moneys not immediately required by the Company;
- (e) to grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit;
- (f) to raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business;
- (g) to issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments;
- (h) to purchase, take, subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage, co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest;
- (i) to dispose of or sell the entire or any part of the property or business of the Company, either in portions or together for such consideration as the Company may think fit, including for securities, debentures or shares of any company purchasing the same;
- (j) to act as brokers, agents or trustees for any company, firm or person and to undertake and perform sub-contracts;
- (k) to pay any company, firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of any securities of the Company credited as paid up in full

or in part or otherwise as may be deemed appropriate;

- (l) to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Board of Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees;
- (m) to co-ordinate, manage, finance, control or otherwise aid any company or companies in which the Company has any interest, whatsoever, to provide consultative, managerial, administrative, technical, commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies;
- (n) to amalgamate with any other company for the purpose of purchasing the whole or any part of the property, undertaking or business or any of the liabilities of the Company, or of undertaking any business operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- (o) to secure the Company to be registered or known in any part of the world;
- (p) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
- (q) to do all such other things as are incidental or conducive to the above objects set out in this article 2.

2.5 None of the provisions set out in either article 2.1 or 2.4 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.

### 3. Restriction on distribution of assets

3.1 The income and property of the Company shall be applied solely towards the promotion of the objects set out in article 2 above.

3.2 No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company;
- (b) of interest on money lent to the Company by any Member or Director at a reasonable and proper rate per annum; or
- (c) of reasonable and proper rent or hiring fee for premises demised or let or other property let or hired by any Member or a Director.

#### 4. Winding up

- 4.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed shall be distributed to Members as at the date of winding up, in the proportions their respective contributions bore to the total contributions in the last year of account.

#### 5. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

#### 6. Change of company name

The name of the Company may only be changed by a special resolution of the Members.

### Members

#### 7. Categories of Membership

- 7.1 The categories of Membership are as follows:

Category of Membership	Conditions of Membership Eligibility
Airline Member	Any aircraft operator which carries on business (on a continuing basis) as an air carrier based principally in a European Civil Aviation Conference (ECAC) member state and predominately is engaged in internal European regional air traffic on a scheduled basis in accordance with its national authorities. Airline membership is also available to any aircraft operator engaged in regional air traffic based outside ECAC member states or to non-scheduled operators based within the ECAC area.

Airport Member	Airport membership shall be available to airports.
Aviation Services Member	Aviation Services membership shall be available to a person, company or organisation (other than those eligible to become Airline, Manufacturer, Supplier or Airport Members) engaged in pursuits related to commercial aviation including aviation consultancies, legal firms, service providers, brokers, recruiters of industry personnel, safety associated companies, trade and business associations and not for profit associations, if the Board of Directors are satisfied that such a person, company or organisation would contribute to the goals of the Company.
Manufacturer Member	Aircraft/airframe and engine manufacturers known as OEM (Original Equipment Manufacturer) in the aviation industry
Supplier Member	Supplier membership shall be available to suppliers, dealers, traders and manufacturers of aeronautical materials, service and maintenance companies, ground handling firms and other commercial corporations engaged in civil aviation except for those eligible for Airline membership.

#### Applications for Membership

- 7.2 The number of Members in each class shall be unlimited.
- 7.3 The subscribers to the memorandum of association and such other persons as the Director General shall approve shall be Members of the Company. No individual, firm or Company shall be admitted as a Member unless they are approved by the Director General. The Director General may withhold approval following the Board issuing temporary or specific restrictions which apply to a certain situation including but without limitation a sanctions or other legal restriction. Every person who wishes to become a Member shall deliver to the Company a duly executed application for membership in such form as the Director General may require.
- 7.4 Applications to become an Airline Member shall be made in writing on the Company's standard application form and filed with the Director General. Any firm or company fulfilling the conditions for Airline Membership by such written application shall be admitted.
- 7.5 Applications for any category of Manufacturer, Airport, Supplier or Aviation Services Membership shall be made in writing on the Company's standard application form to the Directorate requesting membership and designating their company's representative to the Company. Any such application for membership shall be subject to consent of the Director General.
- 7.6 A letter shall be sent to each successful applicant confirming their category of Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.



## Membership Fees

- 7.7 Membership fees for Airline Members are determined on a sliding scale and are based upon the following factors:
- (a) the number of Passengers carried in the previous year (for fee calculation purposes, those Passengers carried by an Airline Member for another airline shall be considered as passengers of the carrying Member);
  - (b) gross turnover; and
  - (c) any other measure determined by the Members as proposed by the Board of Directors.
- 7.8 Membership fees for Manufacturer, Airport, Supplier and Aviation Services Members are determined by the Members in accordance with article 9.1(b).
- 7.9 Membership fees in respect of each Member are payable per annum on 1 January of each year.
- 7.10 Membership is renewable on an annual basis. Renewal fees not paid by 31 March will be subject to a 5% surcharge. Renewal fees not paid by 30 June will be subject to a further 5% surcharge.

## Suspension or Termination of Membership

- 7.11 Membership may be suspended for a fixed or indefinite period or terminated by written notice to the Directorate. Such suspension will become effective immediately from the date of receipt of the notice by the Directorate. Membership fees are due on a pro rata basis until this date.
- 7.12 A Member may at any time resign as a Member of the Company by giving written notice to the Directorate. Such resignation will be effective immediately on receipt of such notice by the Directorate.
- 7.13 Membership will be terminated if membership fees due and payable remain outstanding by 30 September. Any exceptions to this remain at the discretion of the Director General. Applications for reinstatement will only be considered by the Director General when all fees outstanding on the date of termination have been paid.
- 7.14 A Member may be removed by expulsion from the Company by a unanimous resolution of the Board. If the Board cannot agree, any Director may propose a motion for the expulsion at a meeting of Members. Any Member expelled by the Board may, within thirty (30) days after the notice of expulsion, request, by written notice to the Directorate, that the expulsion be reviewed by a meeting of the Members. The decision of the meeting of Members must be made by no less than 75% of the Members and is conclusive. If a Member brings the reputation of the Company into disrepute or breaches these Articles each of these situations can be grounds (but not the only grounds) for a motion for the expulsion of a Member.
- 7.15 Membership is not transferable and shall automatically cease upon the occurrence of any of the following events:
- (a) in the case of an individual Member:

- (i) the death of that Member;
  - (ii) a bankruptcy order being made against that Member or that Member being declared bankrupt by any court of competent jurisdiction;
  - (iii) that Member making an offer to make any arrangement or composition with his creditors generally; or
  - (iv) a Member not complying with these Articles and continuing not to comply after 20 Business Days from the date of a written notice from the Board of Directors to comply; or
- (b) in the case of a corporate Member:
- (i) an order being made or a resolution passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or for an administration order in respect of that Member;
  - (ii) a receiver, manager or administrative receiver being appointed over all or any part of the undertaking or assets of that Member; or
  - (iii) any proceedings or orders equivalent or analogous to any of those described above in paragraphs 7.15(b)(i) to 7.15(b)(ii) occurring in respect of that Member under the law of any jurisdiction outside England and Wales; or
  - (iv) a Member not complying with these Articles and continuing not to comply after 20 Business Days from the date of a written notice from the Board of Directors to comply.

7.16 Articles 21 and 22 of the Model Articles shall not apply to the Company.

## 8. General meetings

- 8.1 The Members of the Company shall meet annually at such time and place as may be determined by the Board of Directors and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 8.2 Special members' meetings may be called and held within two months after a written demand by at least two thirds of the Board of Directors or a written demand of one fifth of the Airline Members by notice in writing to the President bearing the signature of or on behalf of a fifth of the Airline Members.

### Notice of General Meetings and the Agenda

- 8.3 Notice of a general meeting shall be given by the Board of Directors to the last notified address of each Member. The notice must be posted at least one month before the general meeting and must contain the time and place of the meeting as well as the provisional Agenda including details of any proposal to change the Articles. Decisions can be made only on motions which are included on the Agenda. A motion to appoint a chair of the general meeting in accordance with article 8.6 or to call a further general meeting is excluded from this provision.

- 8.4 Motions by Members can be included in the Agenda only if they have been proposed to the President in writing at least three weeks before the meeting.
- 8.5 If the Agenda is altered, extended or restricted, a copy of the final Agenda must be sent to all members at least 10 days before the general meeting.

#### Proceedings at General Meetings

- 8.6 Article 25 of the Model Articles shall not apply to the Company. The chair at the general meeting shall be taken by the President. Where the President is not present at a general meeting, a Vice President present shall be elected by the Members by a simple majority to act as chair of the general meeting in the President's absence.
- 8.7 No business shall be transacted at a general meeting unless the requisite quorum is present in person (or by proxy) at the commencement of the business and also when such business is voted upon. One quarter of all Airline Members entitled to attend and vote in person (or by proxy) shall be a quorum.
- 8.8 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within fourteen days at the earliest of the date appointed for the holding of an adjourned meeting a quorum is not present in person (or by proxy), the Airline Member(s) present shall constitute a quorum".
- 8.9 Decisions made at a general meeting shall be made by a simple majority of the Members present in person (or by proxy) at the relevant meeting except that:
- (a) a resolution to amend these Articles; or
  - (b) a resolution to dissolve the Company; or
  - (c) a resolution stated in these Articles which requires Airline Members approval only; or
  - (d) where a special resolution is required under the Act;
- shall be passed by a majority of not less than 75% of the Airline Members present in person (or by proxy) at the relevant meeting.
- 8.10 All voting may be carried out through attendance in person or by proxy, a postal, online or electronic email method and Model Article 23 shall apply in these Articles. Subject to the Act including but without limitation Model Article 23, at any general meeting:
- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
  - (b) every Member present in person (or by proxy) shall on a poll have one vote.
- 8.11 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

- 8.12 Model Article 30(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.
- 8.13 Subject to the Act, decisions of the Members can be made by resolution in writing if the Board of Directors so decides.
- 8.14 All Members can appoint a proxy to attend and vote on their behalf at a meeting of Members. All proxies and accredited representatives of corporate bodies must be appointed in writing and follow any instructions sent with the notice of the general meeting and delivered to the Company not less than 48 hours before the time appointed for holding the meeting unless the Board of Directors, in their discretion accept the proxy notice at any time before the meeting. A Member cannot represent more than two other Members. Model Article 31(1)(d) shall not apply to the Company.
9. Competency of general meetings
- 9.1 The following business is reserved for the Members:
- (a) determination of the amount of membership fees for Airline Members;
  - (b) determination of the amount of membership fees for Manufacturer, Airport, Supplier and Aviation Services Members;
  - (c) appointment and removal of the members of the Board of Directors;
  - (d) appointment and removal of the auditors of the Company, as proposed by the Board of Directors;
  - (e) any amendment to the Articles or any decision or step to be taken to dissolve the Company voluntarily subject to article 8.9;
  - (f) any amendment or change to any category of Membership as outlined in article 7.1;
  - (g) a change of the Company name; and
  - (h) any decision in respect of the expulsion of a Member, as proposed by the Board of Directors.
- 9.2 The Airline Members only shall determine the Airline Members fees.
- 9.3 The Airline Members voting with the relevant category of the Airport Members, Aviation Services Members, Manufacturer Members or Supplier Members shall determine the applicable membership fees of the relevant category of those Members.
10. Votes of Members
- 10.1 All Members of the Company are entitled to attend and vote at Members' meetings and to propose motions except where any resolutions referred to in article 8.9 (a) to (d) apply in which case only Airline Members shall be entitled to vote.

11. Membership rights and obligations

- 11.1 All Members have the right to attend Company functions and Working Groups and to obtain copies of any Company publications, circulars and information sheets.
- 11.2 Each Member that is a firm or company shall designate its president or chief executive or other company official as its representative and that representative shall have full authority to make decisions on behalf of the relevant Member in Company matters.
- 11.3 All Members are bound to safeguard the interests and reputation of the Company and to observe these Articles.
- 11.4 All Members are required to pay membership fees in accordance with article 7.
- 11.5 Members may be requested to cooperate with the provision of data as may be agreed from time to time by the Board of Directors and requested by the Directorate, in order to respond to consultations and meet the Company's objectives.
- 11.6 Private meetings of Airline Members may be held under special circumstances, when so decided by the Board of Directors.

12. The President and Vice Presidents

- 12.1 The President will oversee the management of the Company, ensuring that the Directorate duly observes current legislation, the Articles and the decisions of the Members and the Board of Directors.
- 12.2 The President presides over the general meetings and is chair of the Board of Directors. The President acting as chair of the Board of Directors shall have a casting vote. He or she reports to the Members and is responsible for the activities of the Board of Directors.
- 12.3 The President and Vice Presidents will be elected from the Airline Members for a three year period. The President and the Vice Presidents shall be elected from the Airline members for a three year period by a majority of the Airline Members.
- 12.4 If the President is unable to continue with his/her duties during the term of office for any reason, one of the Vice Presidents may be invited by the Board of Directors to assume the presidency for the intervening period until the next general meeting, when a new President will be elected.

13. The Board of Directors

Appointment to the Board of Directors

- 13.1 No person shall be eligible for election (rather than appointment as the Director General or Finance Director in accordance with article 13.3) as a Director unless such person is an accredited representative of a Member and the office of a Director shall be automatically vacated upon:
  - (a) that Director ceasing to be an accredited representative of a Member; or

(b) the Member for whom he is an accredited representative ceasing to be a Member.

13.2 A Director shall be nominated for appointment by the Board of Directors and shall be appointed as follows:

- (a) in the case of the Director General and the Finance Director by a simple majority of the Board of Directors eligible to vote for the relevant appointment;
- (b) in the case of the President and the 3 Vice-Presidents by a simple majority of, the Airline Members eligible to vote for the relevant appointment; and
- (c) in all other cases by a simple majority of all Members eligible to vote for the relevant appointment.

13.3 The Director General and the Finance Director shall each be automatically Directors until such person leaves employment with the Company. Each Director (other than the Director General and the Finance Director) shall serve for a term of 3 years unless they otherwise resign in accordance with article 13.7.

13.4 Members who are accredited representatives of a trade association or other aviation association are not eligible to be appointed as a Director.

#### Termination of Appointment to the Board

13.5 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon a majority of the Board requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more of the Directors) must be left at or sent by post to the registered office of the Company (or another address nominated by the Board for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice and Article 18 of the Model Articles shall be amended accordingly.

13.6 Any Director can be removed during the term of office by a decision of the Members, such a decision requiring a majority of three quarters of the votes cast. A Director so removed by virtue of this article 13.6 or article 13.5 above is not eligible for re-election for three years from the date of removal. In the event that a Director becomes subject to criminal proceedings, in any jurisdiction, such Director shall promptly notify the President in writing of the existence of such proceedings. The President, in conjunction with the Board shall, in their discretion, decide whether the Director in question should be deemed to resign from office in accordance with article 13.5.

13.7 Any Director can resign at any time by declaration in writing. Such resignation will be effective from the date of receipt of such declaration, except that if the resignation reduces the number of elected Directors below five, the President shall call for a meeting of the Board to replace the resigning Director with an interim Director who shall be appointed by a simple majority of the Board of Directors. A permanent replacement Director will shall be nominated for appointment by the Board of Directors and appointed by simple majority of the Members eligible to vote for the relevant appointment.

#### Attendance at meetings of the Board of Directors

- 13.8 Directors are required to attend at least 50% of the meetings of the Board of Directors each year. Any Director unable to meet that requirement will be considered to have offered that Director's resignation. The Board of Directors is empowered not to accept resignations pursuant to this article 13.8 in extenuating circumstances. The resigning Director may put that Director's name for re-election as a Director one year following the acceptance of his/her resignation.
14. Unanimous decisions
- 14.1 In addition to articles 15.10 and 15.11, 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.
- 14.2 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.
- 14.3 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.
15. Calling a directors' meeting and quorum
- 15.1 Any Director may call a meeting of the Board of Directors by giving notice of the meeting to the Board of Directors.
- 15.2 Notice of a meeting of the Board of Directors must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.3 Notice of a meeting of the Board of Directors must be given to each Director, but need not be in writing.
- 15.4 Notice of a meeting of the Board of Directors need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 15.5 Subject to article 15.7, two (2) Eligible Directors, present in person, shall be a quorum. Article 11 of the Model Articles shall not apply to the Company.
- 15.6 If the Members have resolved pursuant to article 18 that there is to be only one director in office for the time being, then that director shall form a quorum.
- 15.7 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

- 15.8 If the total number of directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or
  - (b) to call a general meeting so as to enable the Members to appoint further Directors.
- 15.9 The President shall be appointed chair of the Board of Directors.
- 15.10 If the number of votes for and against a proposal at a Board of Directors meeting are equal the chair shall have a casting vote, provided that the chair shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant Directors' decision. Article 13 of the Model Articles shall not apply to the Company.
- 15.11 Decisions made at a Board of Directors meeting shall be made by a simple majority of the Eligible Directors except where otherwise stated in these Articles.
16. Transactions or other arrangements with the Company and Directors' Conflicts of interest
- 16.1 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:
- (a) 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;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) 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 existing or proposed transaction or arrangement in which he is interested;
  - (d) 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;
  - (e) 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
  - (f) 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.



- 16.2 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 16.3 Any authorisation under this article 16 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.4 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 16.5 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 16.6 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 16.7 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 in accordance with these Articles 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.

16.8 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

17. Records of decisions to be kept

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

18. Number of Directors

Unless otherwise determined by ordinary resolution of the Members and subject to articles 15.6, 15.7 and 15.8, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

19. Death or bankruptcy of sole Member or Director

In any case where, a Member or Director dies or becomes bankrupt or insolvent and the Company has no Members and no Directors, the personal representative or trustee in bankruptcy or liquidator of the last Member or Director has the right, by notice in writing, to appoint one or more natural persons, who is each willing to act and permitted to do so, to be a Director of the Company.

20. Secretary

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.

#### Administrative arrangements

21. Means of communication to be used

21.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

- (a) 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;
- (b) if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, five (5) Business Days after posting provided that delivery in at least five (5) Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (d) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (e) 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 purposes of this article 21.1, no account shall be taken of any part of a day that is not a Business Day.

21.2 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.

## 22. By-Laws

The directors may establish By-Laws governing matters relating to the Company's operation and administration that are required from time to time for the effective operation of the Company. If there is a conflict between the terms of these Articles and any By-Laws established under this Article, the terms of these Articles shall prevail.

## 23. Indemnity

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- (b) 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 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

23.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) 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;
- (c) 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); and
- (d) an officer means in relation to a body corporate, this term includes a director, manager or secretary in accordance with section 1173, Companies Act 2006.

23.4 Article 38 of the Model Articles shall not apply to the Company.

24. Insurance

24.1 The Board of 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 loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.

24.2 Article 39 of the Model Articles shall not apply to the Company.