

Company number: 00660061

THE COMPANIES ACT 2006

A COMPANY LIMITED BY SHARES

ARTICLES

OF ASSOCIATION

**(THE) ROOSE & WALNEY SAND & GRAVEL
COMPANY LIMITED**

(Adopted on 2 July 2023)

Companies Act 2006
Company limited by Shares
ARTICLES OF ASSOCIATION OF
(THE) ROOSE & WALNEY SAND & GRAVEL COMPANY LIMITED
(Company number: 00660061)

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

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| ‘the Act’: | means the Companies Act 2006; |
| ‘the Articles’: | means the Company’s articles of association for the time being in force; |
| ‘Business Day’: | means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business; |
| ‘Conflict’: | has the meaning given in article 5.1; |
| ‘Eligible director’: | means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); |
| ‘Model Articles’: | means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles; |

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 is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words 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, description, definition, phrase or term preceding those terms.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A person includes a natural person, corporate or unincorporated body, trust and partnership (whether or not having separate legal personality).
- 1.10 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
 - 2.2 Articles 8, 9(1), 11(2) and (3), 14(1), (2), (3) and (4), 17, 48(1) 52 and 53 of the Model Articles shall not apply to the Company.
 - 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors and the secretary)” before the words “properly incur”.
 - 2.4 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee's name”.
 - 2.5 Article 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”. Article 31(d) of the Model Articles shall be amended by the deletion of the words “either” and “or by such other means as the directors may otherwise decide”.
 - 2.6 Article 44(3) of the Model Articles shall be amended by the insertion of the words: “A demand so withdrawn shall not invalidate the result of a show of
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hands declared before the demand was made", as a new sub-paragraph (c) at the end of that article.

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

2.8 Article 45(2) of the Model Articles shall be amended by the insertion of the words: "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting", as a new paragraph at the end of that article.

3. DIRECTORS

3.1 Unanimous Decisions

3.1.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

3.1.2 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.

3.1.3 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.

3.2 Calling a directors' meeting

3.2.1 Any director may call a directors' meeting by giving not less than three Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company Secretary (if any) to give such notice.

3.2.2 Notices of directors' meetings may be given in such manner as the directors agree from time to time, which may or may not be in accordance with article 13.

3.3 Quorum for directors' meetings

3.3.1 Subject to article 3.3.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

3.3.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a director's conflict, if there is

only one eligible director in office other than the conflicted director(s), the quorum for such a meeting (or part of a meeting) shall be one eligible director.

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

4. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 4.1 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 Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 4.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 4.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 4.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 4.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 4.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested or with which the Company enters into any transaction or arrangement; and
 - 4.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such 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
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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.

5. DIRECTORS' CONFLICTS OF INTEREST

5.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

5.2 Any authorisation under this article 5 will be effective only if:

5.2.1 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;

5.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

5.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

5.3 Any authorisation of a Conflict under this article 5 may (whether at the time of giving the authorisation or subsequently):

5.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

5.3.2 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;

5.3.3 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;

5.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

5.3.5 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 will 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

- 5.3.6 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.
- 5.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 5.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 5.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in a 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.

6. 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.

7. NUMBER OF DIRECTORS

The number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

- 8.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution.
 - 8.2 The holder or holders for the time being of a majority of the issued shares in the capital of the Company shall be entitled to remove any director from office. Any removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder or holders of a majority of the issued shares in the capital of the Company and served on the Company or delivered to a duly constituted meeting of the directors of the Company.
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Any such removal shall take effect when received by the Company or at such later time as shall be specified in such notice.

9. ALTERNATE DIRECTORS

9.1 Any director (other than an alternate director) (the **Appointor**) may appoint any person who would be eligible to be a director (whether or not a director, and whether or not already appointed as an alternate director for another director) to be his alternate director, provided that such person is approved as such by the directors. Any Appointor may remove from office an alternate director appointed by him.

9.2 Any appointment or removal of an alternate director shall be effected by notice in writing to the Company signed by the Appointor;

9.2.1 in the case of a notice of appointment , identify the proposed alternate and contain a statement signed by the proposed alternate that they are willing to act as the alternate of his Appointor; or

9.2.2 in the case of a notice of removal, be copied to the alternate director being removed.

9.3 An alternate director shall be entitled to exercise the Appointor's powers and carry out the Appointor's responsibilities in relation to the taking of decisions by the directors in the absence of his Appointor and an alternate director shall have the same rights in relation to any decision of the directors as the alternate's Appointor.

9.4 Except as the Articles specify otherwise, alternate directors:

9.4.1 are deemed for all purposes to be directors;

9.4.2 are liable for their own acts and omissions;

9.4.3 are subject to the same restrictions as their Appointors;

9.4.4 are not deemed to be agents of or for their Appointors; and

9.4.5 shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which the alternate's Appointor is a member.

9.5 A person who is an alternate director but not a director may, subject to the person being an Eligible Director:

9.5.1 Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and

- 9.5.2 Participate in a unanimous decision of the directors (but only if that person's Appointor is an Eligible Director in relation to that decision and is not participating).
- 9.6 A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to the director's own vote on any decision of the directors.
- 9.7 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if the alternate were a director but shall not be entitled to receive from the Company any remuneration in the alternate's capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 9.8 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 9.8.1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate director in writing specifying when it is to terminate; or
 - 9.8.2 on the occurrence, in relation to the alternate director, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
 - 9.8.3 when the alternate director's Appointor ceases to be a director for whatever reason.

10. COMPANY 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.

11. PURCHASE OF OWN SHARES

- 11.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares.

12. ADMINISTRATIVE ARRANGEMENTS

12.1 Means of communication to be used

- 12.1.1 Subject to article 12.1.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
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- 12.1.1.1 if delivered by hand, on signature of a delivery receipt, or at the time the notice document or other information is left at the address; or
- 12.1.1.2 if sent by fax, at the time of transmission; or
- 12.1.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00am on the second Business Day after posting; or
- 12.1.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00am on the fifth Business Day after posting; or
- 12.1.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- 12.1.1.6 if sent or supplied by email, one hour after the notice, document or information was sent or supplied; or
- 12.1.1.7 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; and
- 12.1.1.8 if deemed receipt under the previous paragraphs of this article 13.1.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

12.1.2 To prove service, it is sufficient to prove that:

- 12.1.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 12.1.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 12.1.2.3 if sent by post or airmail, the envelope containing the notice was properly addressed, paid for and posted; or
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12.1.2.4 if sent by email, the notice was properly addressed and sent to the email address of the recipient.

13. INDEMNITY

13.1 Subject to article 14.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

13.1.1 each relevant officer may be indemnified retrospectively out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

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

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty or gross negligence 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

13.1.2 negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 13.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

13.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

13.3 In this article:

13.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

13.3.2 a “relevant officer” means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

14. INSURANCE

14.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

14.2 In this article:

14.2.1 a “relevant officer” means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

14.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, or any associated company; and

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