

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

RAIL FORUM

1. The Company's name is "**Rail Forum**".
2. The Company's registered office is to be situated in England and Wales.
- 3.
- 3.1 The Company's objects are:
 - 3.1.1 promotion of the UK rail industry as a world class sector for rail excellence to both national and international rail markets; and
 - 3.1.2 to apply for, utilise and distribute any funds, grants or other financial assistance that may be available to the Company.
- 3.2 In furtherance of the above objects but not further or otherwise, the Company will have the power to do any of the following:
 - 3.2.1 to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the board of directors may think fit;
 - 3.2.2 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of donation or otherwise;
 - 3.2.3 to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;
 - 3.2.4 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
 - 3.2.5 to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as the board of directors may think fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - 3.2.6 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter

any buildings or erections which the board of directors may think necessary for the promotion of the Company's objects;

- 3.2.7 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account or grant licences or privileges in respect of the same;
- 3.2.8 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects;
- 3.2.9 subject to clause 6 to employ and pay such professional advisers, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company;
- 3.2.10 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 3.2.11 to purchase and maintain, for the benefit of any director, officer or auditor of the Company, insurance against any liability as is referred to in sections 309A to 310 (inclusive) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer or auditor;
- 3.2.12 to subscribe to, become a member of, or amalgamate or co-operate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company by clause 6 and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation, institution, society or body;
- 3.2.13 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the board of directors to further the objects of the Company;
- 3.2.14 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other organisation, institution, society or body with which this Company is authorised to amalgamate;
- 3.2.15 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;
- 3.2.16 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the board of directors seem conducive to the attainment of the Company's objects, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the board of directors may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 3.2.17 to do all such other lawful things as in the opinion of the board of directors, are necessary for, incidental or conducive to the attainment of the Company's objects;

AND so that:

- (a) the word "**company**" in this clause 3, except where used in reference to the Company, will be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere; and
 - (b) in this clause 3 the expression "the Act" means the Companies Act 1985, but so that any reference in this clause 3 to any provision of the Act will be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this clause 3 takes effect.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
6. The income and property of the Company will be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no director will be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein will prevent any payment in good faith by the Company:
- 6.1 of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf;
 - 6.2 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its board of directors) for any services rendered to the Company;
 - 6.3 of interest on money lent by any member of the Company or of its board of directors at a reasonable and proper rate per annum;
 - 6.4 of reasonable and proper rent for premises demised or let by any member of the Company;
 - 6.5 of fees, remuneration or other benefit in money or money's worth to any company of which a member of the board of directors may also be a member holding not more than 1/100th part of the capital of that company; and
 - 6.6 to any member of its board of directors of reasonable out-of-pocket expenses.
7. If upon a winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be divided among the members of the Company at the date of the commencement of the winding up in proportion to the subscriptions paid by them respectively to the Company in the last financial year.

We, the person whose name, address and description are subscribed below and being a member of the company, are desirous of the amendment and adoption of this revised Memorandum of Association for the Company.

Name, address and description of Subscriber

Shoosmiths LLP

100 Averbury Boulevard

Milton Keynes

MK9 1FH

Dated:2022