

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06557491

The Registrar of Companies for England and Wales hereby certifies that
GREATER MANCHESTER BUS OPERATORS ASSOCIATION LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 7th April 2008



N06557491O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— *for the record* —

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number

6557491

Company name

**GREATER MANCHESTER BUS OPERATORS
ASSOCIATION LIMITED**

I,

ROGER STAPELDON HAWES

of

**58 MOSLEY STREET
MANCHESTER
M2 3HZ**

a

person named as a solicitor of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **07/04/2008**



XS78NYOD

Company Name **GREATER MANCHESTER BUS OPERATORS ASSOCIATION LIMITED**
in full:

Proposed Registered **101A LAPWING LANE**
Office: **MANCHESTER**
 M20 6UR

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **COBBETTS LLP**
Agent's Address: **58 MOSLEY STREET**
 MANCHESTER
 M2 3HZ

Company Secretary

Name **JAMES HULME**

Address: **9 WOLFORD DRIVE**
 TYLDESLEY
 MANCHESTER
 M29 8WH

Consented to Act: **Y** *Date authorised* **07/04/2008** *Authenticated:* **YES**

Director 1:

Name **ARNOLD MARK THREAPLETON**

Address: **SUNNYSIDE THE BANK
STONEY MIDDLETON
HOPE VALLEY
DERBYSHIRE
UK
S32 4TD**

Nationality: **BRITISH**

Business occupation: **COMPANY DIRECTOR**

Date of birth: **10/05/1954**

Consented to Act: **Y** *Date Authorised:* **07/04/2008** *Authenticated:* **YES**

Director 2:

Name **MR PHILLIP MARTIN STONE**

Address: **21 BEECHFIELD ROAD
LEYLAND
LANCASHIRE
ENGLAND
PR25 3BG**

Nationality: **BRITISH**

Business occupation: **COMPANY DIRECTOR**

Date of birth: **26/05/1961**

Consented to Act: **Y** *Date Authorised:* **07/04/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent**

Date Authorised: **07/04/2008**

Authenticated: **Yes**

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION OF
GREATER MANCHESTER BUS OPERATORS ASSOCIATION LIMITED
(the “Company”)

1. The Company's name is “Greater Manchester Bus Operators Association Limited”.
2. The Company's registered office is to be situated in England and Wales.
3. The objects of the Company are to:
 - 3.1 promote the use of public transport;
 - 3.2 protect, promote and co-ordinate the interests of members;
 - 3.3 promote, support or oppose legislative or other measures affecting the interests of members;
 - 3.4 act as a body for the regulation of any matters or settlement of any issues between members;
 - 3.5 do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
4. Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:
 - 4.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 4.2 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 and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 4.3 To acquire or undertake the whole or any part of the businesses, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any business which the Company is authorised to carry on and to give any form of consideration for such acquisition.

- 4.4 To acquire an interest in, amalgamate with, support, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any person, firm or company carrying on or engaged in or about to be engaged in any business or transaction which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company.
- 4.5 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- 4.6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 4.7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 4.8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 4.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 4.10 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.11 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges, and concessions.

- 4.12 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guarantees by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guarantees by any government or authority, municipal, local or otherwise, in any part of the world.
- 4.13 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 4.14 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or 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.
- 4.15 To sell or otherwise dispose of the whole of any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 4.16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 4.17 To remunerate any person, firm or company rendering services to the Company either by cash payment or by any other means.
- 4.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 4.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up,

establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or other schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

- 4.20 To procure the Company to be registered or recognised in any part of the world.
- 4.21 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 so that:

- (1) None of the provisions set forth in Clause 3 or 4 shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such 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 or provisions set forth in such Clauses, or by reference to or inference from the terms of any sub-clause of those Clauses, or by reference to or inference from the name of the Company.
 - (2) The word "company" in Clause 3 and 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (3) In Clause 4 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
5. The income and capital of the Company must be applied solely towards the promotion of the objects of the Company. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
 - 5.2 a reasonable rate of interest on money lent to the Company;
 - 5.3 reasonable rent for property let to the Company;
 - 5.4 expenses to any officer, employee or member of the Company; or

- 5.5 subject to the provisions of the Companies Act 1985 and the Companies Act 2006 (in each case as amended or re-enacted and to the extent in force from time to time), premiums on insurance purchased or maintained to cover the liability of any director or officer of the Company which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.
8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Company's objects or any of them, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this memorandum of association. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and addresses of subscribers

1. Greater Manchester Buses (South) Limited
Hyde Road
Manchester
M12 6JS

2. Arriva North West Limited
73 Ormskirk Road
Aintree
Liverpool
L9 5AE

Dated: 7 April 2008

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
GREATER MANCHESTER BUS OPERATORS ASSOCIATION LIMITED
(the “Company”)

1 **PRELIMINARY**

- 1.1 References in these articles to **“Table A”** are to that Table so far as it relates to private companies limited by shares.
- 1.2 Regulations 2 to 35 (inclusive), 41, 54, 55, 57, 59, 64, 65, 66, 67, 76 to 79 (inclusive), 87, 94 to 97 (inclusive), 101, 102 to 108 (inclusive), 110, 114, 116, 117 and 118 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Relevant Legislation (such Table being hereinafter called **“Table A”**) shall not apply to the Company but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the Company. In the event of any discrepancy between Table A and these Articles, these Articles shall prevail.
- 1.3 In these articles the following expressions shall have the following meanings:
- 1.3.1 **“Annual Subscription”** means the sum payable by each member to the Company in respect of each Financial Year;
- 1.3.2 **“Board”** means the Representative Board Members together with the Non-representative Board Members;
- 1.3.3 **“Board Member”** means any member of the Board (together, the **“Board Members”**), (each of whom shall be a director);
- 1.3.4 **“Financial Year”** means each twelve month period ending on the 30 April;
- 1.3.5 **“GMTL”** means Greater Manchester Travelcards Limited;
- 1.3.6 **“GMTL Joint Venture Agreement”** means the joint venture agreement made between the members of GMTL;
- 1.3.7 **“GMTL Member”** means a member of the Company who is a shareholder in GMTL;
- 1.3.8 **“Non-representative Board Member”** means such person as is appointed to the Board under regulation 6.4 of these articles;

- 1.3.9 **“Representative Board Member”** means such person as is appointed to the Board under regulation 7 of these articles;
- 1.3.10 **“Standing Order”** means a resolution passed by the Company in general meeting
- 1.3.11 **“Relevant Legislation”** means the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985/1052); the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373); the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541); and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826).
- 1.3.12 **“1985 Act”** means the Companies Act 1985;
- 1.3.13 **“2006 Act”** means the Companies Act 2006;

but so that any reference in these articles to any provision of the 1985 Act or the 2006 Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2 **INTERPRETATION**

In regulation 1 of Table A, the definition of “the holder” shall be omitted.

3 **MEMBERS**

- 3.1 Membership of the Company shall be open to any person, firm, company or other body corporate or unincorporated who is:
- 3.1.1 an operator of a registered local bus service (pursuant to section 6 of the Transport Act 1985) for a service with at least two stopping places within Greater Manchester or such other area as the Board may determine from time to time and who submits an application for membership; or
- 3.1.2 invited by the Board to become a member, the Board being satisfied that such membership will assist the furtherance of the objects of the Company.
- 3.2 Where a firm, company or other body corporate is associated with another firm, company or other body corporate thereby being under common ownership, application for membership may be made on a collective basis.

4 **ADMISSION TO MEMBERSHIP**

- 4.1 An application for membership under regulation 3.1.1 shall be made by the applicant delivering to the secretary a written application in the form prescribed by the Board from time to time or in such other form as the Board may accept.

- 4.2 The application shall be considered at the next meeting of the Board and subject to compliance with regulation 4.1 and the applicant being eligible for membership of the Company then the Board will admit the applicant to membership of the Company.
- 4.3 The secretary will as soon as reasonably practicable notify the applicant of the outcome of his application and, if appropriate, of the date of his admission to membership of the Company.

5 **GENERAL MEETINGS AND RESOLUTIONS**

- 5.1 In regulation 38 of Table A:
- 5.1.1 in paragraph (b) the words “of the total voting rights at the meeting of all the members” shall be substituted for “in nominal value of the shares giving that right”; and
- 5.1.2 the words “The notice shall be given to all the members and to the Board, and auditors” shall be substituted for the last sentence.
- 5.2 Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the 2006 Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the Board and to the auditors for the time being of the Company.
- 5.3 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor those persons present shall constitute a valid quorum.
- 5.4 The words “and at any separate meeting of the holders of any class of shares in the company” shall be omitted from regulation 44 of Table A.
- 5.5 Paragraph (d) of regulation 46 of Table A shall be omitted.
- 5.6 On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
- 5.7 Wherever Table A or in these articles any notice, resolution or other document is required to be signed by any person, the reproduction of the signature of such person by means of telex, printout, or facsimile copy shall be fully sufficient, provided that such notice, resolution or document shall within 14 days be confirmed to the recipient by writing signed in manuscript by such person.

6 **COMPOSITION OF THE BOARD**

6.1 The maximum number of Board Members shall be 10 and the minimum number shall be 2 or such other number as the members may determine from time to time by ordinary resolution in general meeting of the Company.

6.2 The initial Representative Board Members appointed by the Members (in accordance with Regulation 7.1 of these Articles) shall be as follows:

Member	Representative Board Member appointed
Greater Manchester Buses South Limited t/a Stagecoach Manchester	Arnold Mark Threapleton
Arriva North West Limited t/a Arriva north West and Wales	Phillip Martin Stone

6.3 The Board shall appoint one of their number to be the chairman of the Board and may at any time remove him from that office by simple majority resolution of the Board.

6.4 The Board may appoint up to two Non-representative Board Members by simple majority resolution of the Board, provided always that the number of Board Members shall not exceed the maximum number set out in regulation 6.1 of these articles.

6.5 The Non-representative Board Members shall have all of the same powers under these articles as the Representative Board Members.

7 APPOINTMENT AND REMOVAL OF REPRESENTATIVE BOARD MEMBERS

7.1 Each GMTL Member shall be entitled to appoint Representative Board Members by reference to the proportion of ordinary shares (other than 'A' ordinary shares) in the capital of GMTL (but excluding those shares held by members of GMTL who are not bus operators) owned by them from time to time ("**GMTL Shares**") (and for this purpose a certificate from the secretary of GMTL as to such proportion shall be conclusive and binding on the member) on the following basis:

7.1.1 any member whose proportion of GMTL Shares (excluding those shares held by members of GMTL who are not bus operators) either singly or collectively is and remains 5% or more shall be entitled to appoint one Representative Board Member.

7.1.2 any member(s) whose proportion of GMTL Shares (excluding those shares held by members of GMTL who are not bus operators) either singly or collectively is less than 5% shall be entitled (as a group) to appoint at least three Representative Board Members.

7.2 Members other than GMTL Members, will be entitled to appoint or participate in the appointment of Representative Board Members in such manner as the Board may reasonably determine from time to time having regard, without limitation, to the basis on which GMTL Members are entitled to ordinary shares (other than 'A' ordinary shares) in the capital of GMTL at the relevant time.

- 7.3 Members may remove from office any Representative Board Member appointed by them (and undertake to the Company to procure such removal in cases where the proportion of GMTL Shares owned by them causes their entitlement to appoint Representative Board Members under regulation 7.1 above to fall below the number actually appointed by them). Where the Representative Board Member was appointed by a group of members, such removal will be effected by a simple majority of such members.
- 7.4 In cases where appointments or removals of any Representative Board Members are to be made on a group basis under this regulation 7 then such appointment or removal shall only be effective if made in accordance with:
- 7.4.1 the arrangements for the time being in force in the GMTL Joint Venture Agreement in respect of a Special Director (as defined therein) and for this purpose a certificate from the secretary of GMTL as to such arrangements shall be conclusive and binding on the members; or
- 7.4.2 such other arrangements as may be determined by the Board from time to time.
- 7.5 Subject to any other article or Standing Order, every appointment or removal of a Representative Board Member under this regulation shall be by written notice given to the secretary by the member or members entitled to appoint or remove such Representative Board Member and unless otherwise stipulated in a notice shall take effect from the date such notice is given to the secretary.
- 7.6 Any member removing a Representative Board Member nominated by him under this regulation shall be responsible for and undertakes to indemnify each other member against any claim by such Representative Board Member arising out of such removal and in the case of a Representative Board Member nominated or elected by a group of members then the obligation to indemnify shall be with those members who voted in favour of the resolution to remove the Representative Board Member.
- 7.7 No remuneration shall be paid by the Company to any Board Member in connection with such office but with the approval of the Board expenses may be paid by the Company to any Board Member to the extent that the same are reasonably and fairly attributable to his attendance to the business of the Company other than any expenses connected with attendance at meetings at the Board.

8 **ALTERNATE BOARD MEMBERS**

- 8.1 Any Board Member may at any time appoint any person (including another Board Member) to be his alternate Board Member and may at any time terminate such appointment. No person may act as an alternate (save for another Board Member) unless that person is an employee, director or partner of a member. Any such appointment or termination of appointment shall be in writing served on the secretary.

8.2 The appointment of an alternate Board Member shall determine on the happening of any event which, if he were a Board Member, would cause him to cease holding such office or if the Board Member of whom he is the alternate, ceases to be a Board Member.

8.3 An alternate Board Member shall be entitled to receive notices of all meetings of the Board and of all committees of the Board of which the Board Member of whom he is the alternate is a member and to attend and vote and be counted in the quorum at any meeting at which the Board Member of whom he is the alternate is not personally present. If he shall be himself a Board Member or shall attend any such meeting as an alternate for more than one Board Member his voting rights shall be cumulative.

9 **BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as it thinks fit, and to grant any mortgage, charge or standard security over its undertaking and property or any part thereof, and to issue debentures or debenture stock whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10 **BOARD MEMBERS' EXPENSES**

The words "of any class of shares or" shall be omitted from regulation 83 of Table A.

11 **PROCEEDINGS OF THE BOARD**

11.1 A Board Member may vote, at any meeting of the Board or of any committee of the Board, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

11.2 Any one or more Board Members may participate in a meeting of the Board or any committee appointed under regulation 72 of Table A by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall for all purposes be deemed to constitute presence in person at such meeting.

12 **MEMBERS OBLIGATIONS**

12.1 Each Member must pay to the Company an annual sum in order to remain a member of the Company (the "**Annual Subscription**").

12.2 The amount of the Annual Subscription for each member in respect of each Financial Year shall be determined by the Board by reference to the relevant member's GMTL audited market share and shall be by way of deduction from payments made to

operators from the GMTL net revenue pool. In the event that a member is not a member of GMTL, the Annual Subscription shall be such amount as the Board shall reasonably determine.

- 12.3 The first Annual Subscription shall be determined in respect of the Financial Year commencing 1 January 2008.
- 12.4 Each member shall notify in writing to the secretary such details as the Board may require from time to time to enable the secretary to compile and maintain a register of members containing details such as the title, address and qualification for membership of each member. Each member shall promptly advise the secretary in writing of any change in any such details.
- 12.5 Each member will maintain confidentiality in respect of, and shall not disclose, any information relating to the affairs of the Company or of any other member except to the extent that such information comes within the public domain other than by a breach of this regulation.

13 **RESIGNATION**

A member may resign from the Company by giving to the secretary 56 days' prior written notice.

14 **EXPULSION**

- 14.1 The Board may request by written notice the resignation of a member which:
 - 14.1.1 for any consecutive period exceeding 90 days ceases to satisfy either of the membership qualifications set out in regulation 3.1; or
 - 14.1.2 fails to pay the Annual Subscription within two months of the same falling due;

and if the member does not within one week of receipt of a written request from the Board tender a written resignation to take immediate effect then the Board may expel the member from the Company.

- 14.2 A member who resigns or is expelled pursuant to regulation 14.1 above shall be liable for any arrears of its Annual Subscription up to the date upon which it ceases to be a member but in a case falling within regulation 14.1.1 the member shall be entitled to a refund of such part of any Annual Subscription it shall have paid in respect of the Financial Year when it ceases to be a member as is proportionate to the number of complete months remaining in that Financial Year.
- 14.3 The Board may expel from membership of the Company:
 - 14.3.1 any member for good and sufficient reason including where, in the opinion of the Board, the member has acted in a way which is prejudicial or in contrast to the reputation or interests of the Company; or

14.3.2 any member who becomes bankrupt or compounds with its creditors or being a company suffers a receiver or administrative receiver to be appointed over any part of its assets or passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity agrees to be bound by all the obligations of a member) or in respect of which a court shall make an order to such effect.

14.4 If the Board proposes to expel a member pursuant to regulation 14.3 above it shall first give written notice to the member stating the reason for the Board's proposal. The member may within 14 days of receipt of such notice require that the secretary convene an extraordinary general meeting of the Company at which the member may present a case against the Board's proposal and require that the question of expulsion be put to the Company in general meeting.

14.5 If the member does not within the 14 day period demand the holding of a general meeting or if the Company in general meeting shall pass a resolution by simple majority expelling the member, the member shall cease to be a member with effect from the expiry of the 14 day period or if applicable from the date of the resolution passed by the Company.

14.6 A member expelled from the Company pursuant to regulation 14.3 shall remain liable for any Annual Subscription due and payable on the date the expulsion takes effect but shall not be entitled to any refund of an Annual Subscription relating to a period subsequent to the date of his expulsion.

15 **VOTING**

Unless expressly provided otherwise in these articles, any decision or resolution to be made at any meeting of the Company, the Board, or any subcommittee shall be decided by a simple majority of those present and voting.

16 **MINUTES**

The words "of the holders of any class of shares in the company" shall be omitted from regulation 100 of Table A.

17 **NOTICES**

17.1 Any notice required to be given to a member under these articles shall be deemed to have been duly given if sent by ordinary pre-paid post addressed to the member at the last address notified by the member to the secretary.

17.2 Any notice required to be given to the Company, the Board or the secretary under these articles shall be deemed to have been duly given if sent by ordinary prepaid post addressed to the Company at its normal place of business.

18 **INTERPRETATION**

Subject to the extent permitted by law, the Board shall be the sole authority for the interpretation of these articles (and any Standing Orders made hereunder) and the decision of the Board upon any question of interpretation or upon any matter affecting the Company and not provided for by these articles (or any Standing Order) shall be final and binding on all members.

19 **ALTERATION OF CONSTITUTION**

Notwithstanding any provisions of the 1985 Act or the 2006 Act to the contrary the constitution of the Company, including these Articles, may be added to, repealed or amended by resolution of the Company in general meeting **PROVIDED THAT** no such resolution shall be deemed to have been passed unless it is carried by 75 % of the members attending the meeting and voting thereon.

20 **DISSOLUTION**

20.1 If at any general meeting of the Company a resolution for the dissolution of the Company is passed by 75 % of those members present and voting the Board shall proceed to realise the property and assets of the Company.

20.2 If after the discharge of all liabilities of the Company (including the costs of dissolution) there shall be any funds remaining to the Company the Board shall distribute such funds to the members in proportion to the last Annual Subscriptions paid by members.

20.3 Upon completion of such distribution the Company shall stand dissolved.

21 **INDEMNITY**

21.1 Subject to the provisions of the 1985 Act and the 2006 Act (in each case as in force from time to time), but without prejudice to any indemnity to which a Board Member may otherwise be entitled, each Board Member or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement 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 relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.

21.2 Subject to the provisions of the 1985 Act and the 2006 Act (in each case as in force from time to time), the Company may buy and maintain insurance against any liability falling upon its Board Members or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

Names and addresses of subscribers

1. Greater Manchester Buses (South) Limited
Hyde Road
Manchester
M12 6JS

2. Arriva North West Limited
73 Ormskirk Road
Aintree
Liverpool
L9 5AE

Dated: 7 April 2008
