

<b>Action or Decision requiring Shareholder consent</b>	<b>Article Reference</b>	<b>The Shareholder Representative to whom power to provide consent is delegated</b>
All actions and decisions referred to in Schedule 1 of the Articles	Article 4, and Schedule 1	See separate table below
The establishment and delegation of powers to committees	Article 6(1)	Shareholder Group <sup>1</sup>
To appoint further Directors in the event that insufficient numbers exist to establish a quorum	Article 11(3)(a)	Shareholder Group <sup>1</sup>
Appointment of Chairperson for the board of directors	Article 12	Shareholder Group <sup>1</sup>
To appoint Directors	Article 17B	Shareholder Group <sup>1</sup>
Remuneration of Non-Executive Directors	Article 19	Shareholder Group <sup>1</sup>
Refusal to register the transfer of a share	Article 26(5)	SCC Service Director Finance and Commercialisation and SCC Cabinet Member for Finance
Attendance at General Meetings	Article 37B	Shareholder Group <sup>1</sup>

<sup>1</sup> The Shareholder Group to whom the Directors must refer to for actions and/or decisions requiring such consent shall consist of 7 elected Council Members (appointed at each Council annual general meeting), 2 of whom shall be from the Opposition. The Shareholder group does not need to be politically proportionate.

Reserved Matter from Schedule 1	Person(s) or SCC body acting as Shareholder Representative to provide consent on behalf of Shareholder		
	Relevant Service Director in consultation with Cabinet Member	Shareholder Group <sup>1</sup>	Council
<p>1. Acquisition and Disposal of Assets</p> <p>(a) Acquire an asset in whole or part of any existing company or set up a new company or subsidiary;</p> <p>(b) Acquire or dispose of shares in any company;</p> <p>(c) Acquire or dispose of a fixed asset that:</p> <p>(i) is not included in the business plan; or</p> <p>(ii) the purchase or sale price of which exceeds £200,000;</p>			<p>✓</p> <p>✓</p> <p>&gt;£200,000 and &lt;£500,000</p> <p>&gt;£500,000 and &lt;£2,000,000</p> <p>&gt;£2,000,000</p>
<p>2. Entering into Contracts</p> <p>(a) Enter into a contract for the supply of services, supplies or works that incurs revenue expenditure which is not required in the normal course of business and not included in the business plan.</p> <p>(b) Enter into contracts requiring capital expenditure which is not included in the business plan.</p> <p>(c) Enter into any concession arrangement which is not required in the normal course of business and not included in the business plan.</p> <p>(d) Enter into any formal joint venture or partnership or profit sharing agreement.</p> <p>(e) Tender for contracts for the supply of services, supplies or works by the company to a third party with a total annual contract value in excess of 10% of the annual company turnover</p>	<p>Finance</p> <p>Finance</p> <p>Finance</p> <p>Finance</p>		<p>✓</p>

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<p>3. Loans and Financing Arrangements</p> <ul style="list-style-type: none"> <li>(a) Create any fixed or floating charge or other encumbrance of the whole or part of the company, its property or assets;</li> <li>(b) Borrow any sum whatsoever on the company's behalf;</li> <li>(c) Make a loan or advance of any amount or give credit to any person other than               <ul style="list-style-type: none"> <li>(i) normal commercial trade credit up to £200,000 per counterparty; and</li> <li>(ii) subject to a maximum total credit across all counterparties of such sum as may be agreed by SCC from time to time.</li> </ul> </li> </ul>	<p>Finance</p> <p>Finance</p> <p>Finance</p>		
<p>4. Litigation and Arbitration</p> <ul style="list-style-type: none"> <li>(a) Initiate, discontinue or settle any actual or threatened litigation or arbitration or compromise agreements other than               <ul style="list-style-type: none"> <li>(i) recovery of commercial trade debts in the ordinary course of business; and/or</li> <li>(ii) initiating litigation or arbitration where the Directors reasonably believe that the delay involved in acquiring prior consent of the Shareholder's Representative would be detrimental to the Company.</li> </ul> </li> </ul>	<p>Legal</p>		
<p>5. Altering or ceasing the business of the company or winding up the company.</p>			<p>✓</p>

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	Relevant Service Director in consultation with Cabinet Member	Shareholder Group <sup>1</sup>	Council
<p>6. Guarantees and Indemnities</p> <p>(a) Give any company guarantee or indemnity</p> <p>(i) in excess of £200,000 per counterparty; and</p> <p>(ii) subject to a maximum total across all counterparties as agreed by SCC from time to time.</p> <p>(b) Give any guarantee or indemnity where SCC is named as the parent, company or guarantor</p>	>£200,000 and <£500,000	>£500,000 and <£500,000	>£2,000,000
7. Open or close any bank accounts	✓		
<p>8. Shareholdings</p> <p>(a) Alter the authorized share capital of the company;</p> <p>(b) Issue or allot any Shares in the company;</p> <p>(c) Make changes relating to the company's capital structure including increases to or reduction of capital and share buy backs.</p>			<p>✓</p> <p>✓</p> <p>✓</p>

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<p>9. Appointment and Remuneration of Directors and Senior Management</p> <p>(a) Make changes to the company's senior management and board structure.</p> <p>(b) Appoint a person to the office of Managing Director of the company.</p> <p>(c) Agree a remuneration package for any Director entitled to such remuneration.</p>		<p>✓</p> <p>✓</p> <p>✓</p>	
<p>10. Terms of Employment for Employees</p> <p>(a) Agree a remuneration package (including pension entitlements) and conditions of employment for any employee of the company on terms that are not consistent with the provisions of the Staffing Agreement (for this purpose Staffing Agreement means those terms and conditions of employment for company employees as agreed between SCC and the recognized trade unions from time to time)</p>		<p>✓</p>	
<p>11. Business Plan</p> <p>(a) Vary the business plan</p> <p>(b) Introduce or vary any fees or charges in relation to any services or activities where the company is acting as collection agent for SCC, other than as agreed in the business plan.</p>		<p>✓</p> <p>✓</p>	

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12. Branding/Intellectual Property (a) Changing the branding of the company or the services it provides for SCC. (b) Grant any licence of intellectual property.	Legal	✓	
13. Corporate Matters (a) Appoint or remove the company's external auditor. (b) Change the company's accounting reference date, and/or accounting policies. (c) Approve the financial regulations of the company. (d) Change any business name of and/or used by the company. (e) Change the company's registered office.	Finance Finance Finance Legal	✓	