

Company Number: 00334189

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COMPANIES HOUSE

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**OF**

**LOGISTEX LIMITED (the "Company")**

Circulation Date **11 FEBRUARY** 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution (the "**Resolution**") is passed as a special resolution of the members of the Company

**SPECIAL RESOLUTION**

THAT the Articles of Association contained in the document annexed to this resolution be and are adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company (including those provisions of the Memorandum of Association of the Company which form part of the Articles of Association pursuant to section 28 Companies Act 2006)

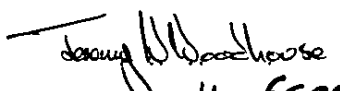
***Agreement: Please read the notes at the end of this document before signifying your agreement to the Resolution.***

LOGISTEX EUROPE LTD being entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed by \* **JEREMY WOODHOUSE**, a director of and for and on behalf of LOGISTEX EUROPE LTD

Signature of director of  
LOGISTEX EUROPE LTD

Date of signature

  
**11 FEBRUARY 2011**

- 1 If LOGISTEX EUROPE LTD agrees to the Resolution, it needs to indicate its agreement by having this document signed and dated by a director of LOGISTEX EUROPE LTD. In addition, the full name of the director signing on behalf of LOGISTEX EUROPE LTD should be inserted above where indicated by the asterisk. This document must then be returned to the Company by delivering it by hand to or posting it to Howes Percival LLP, 1 Bede Island Road, Bede Island Business Park, Leicester, LE2 7EA.
- 2 If you do not agree to the Resolution you do not need to do anything. You will not be deemed to have agreed to the Resolution by failing to reply.
- 3 Once you have indicated your agreement to the Resolution you may not revoke that agreement.
- 4 Unless before the date falling 28 days after the Circulation Date (the Circulation Date being day one) (the "**Lapse Date**") sufficient agreement has been received for the Resolution to pass, the Resolution will lapse. If you do agree to the Resolution, please therefore ensure that this document, duly signed and dated as explained in Note 1 above, is received by Howes Percival LLP, 1 Bede Island Road, Bede Island Business Park, Leicester, LE2 7EA **before** the Lapse Date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other similar authority, you must send a certified copy of that power of attorney or other authority when returning this document.

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Company number: 00334189

**THE COMPANIES ACT 2006**

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**A PRIVATE COMPANY LIMITED BY SHARES**

\*\*\*\*\*

**ARTICLES OF ASSOCIATION**

**of**

**LOGISTEX LIMITED**

**Adopted by a written resolution dated 11 February 2011**



**LEICESTER LONDON MANCHESTER MILTON KEYNES  
NORTHAMPTON NORWICH**

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## **INDEX**

### **PART 1: INTRODUCTION**

- 1 Introduction

### **PART 2: DIRECTORS**

- 2 Directors' decisions
- 3 Appointment of directors
- 4 Termination of director's appointment
- 5 Appointment and removal of alternate directors
- 6 Rights and responsibilities of alternate directors
- 7 Termination of alternate directorship
- 8 Transactions or other arrangements with the company
- 9 Conflicts of interest
- 10 Local directors

### **PART 3: SHARES AND DISTRIBUTIONS**

- 11 Issue of shares
- 12 Procedure for declaring dividends

### **PART 4: DECISION MAKING BY SHAREHOLDERS**

- 13 Proceedings at general meetings

### **PART 5: ADMINISTRATIVE ARRANGEMENTS**

- 14 Notices etc by holding company

### **PART 6: DIRECTORS' INDEMNITY AND INSURANCE**

- 15 Directors' Indemnity and Insurance
- 16 Indemnity
- 17 Insurance

## **PART 1: INTRODUCTION**

### **1 Introduction**

- 1 1 The articles constituting Schedule 1 to the Companies (Model Articles) Regulations 2008 ("**Schedule 1**") shall apply to the company except in so far as they are excluded or varied by these articles
- 1 2 Any expression defined in Article 1 of Schedule 1 shall bear the same meaning in these articles unless the context requires otherwise
- 1 3 In these articles
- 1 3 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 counted in respect of the particular matter), and
- 1 3 2 "**holding company**" means a company which is the registered holder of not less than 75% of the issued shares of the company

## **PART 2: DIRECTORS AND ALTERNATE DIRECTORS**

### **2 Directors' decisions**

- 2 1 Article 6 (1) of Schedule 1 shall be amended by the insertion of the words "The members of any such committee shall be determined from time to time by the directors " at the end of such Article
- 2 2 A sole director may exercise all the powers and discretions given to the company by these articles
- 2 3 Article 11 (2) of Schedule 1 shall not apply to the Company
- 2 4 Subject to article 2 5, the quorum for directors' meetings is three, save that if at any time there shall only be two directors, the quorum shall be two and if at any time there shall only be one director, the quorum shall be one
- 2 5 For the purposes of any meeting (or part of a meeting) held pursuant to article 9 to authorise a director's conflict of interest, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director and if there are only two directors in office besides the conflicted

director(s), the quorum for such meeting (or part of a meeting) shall be two eligible directors

### **3 Appointment of directors**

3 1 The maximum number of directors (excluding alternate directors who are not also directors) shall be six and the minimum number of directors shall be one

3 2 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed as a director

3 2 1 by the company passing an ordinary resolution, or

3 2 2 by the holding company at any time giving written notice to the company in accordance with article 14,

provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise detailed in accordance with the articles

3 3 The appointment of a director under article 3 2 may be either to fill a vacancy or as an additional director

3 4 A director shall not be required to hold any share qualification

3 5 Article 17 of Schedule 1 shall not apply to the company

### **4 Termination of director's appointment**

4 1 The holding company may at any time give written notice to the company in accordance with article 14, removing any director (however appointed) from office

4 2 In Article 18 (d) of Schedule 1 the word "may" shall be deleted and replaced with the words "is likely to"

4 3 In Article 19 (5) of Schedule 1 the words "or holding company" shall be inserted after the words "the company's subsidiaries"

### **5 Appointment and removal of alternate directors**

5 1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors and willing to act to

5 1 1 exercise that director's powers, and

- 5 1 2 carry out that director's responsibilities,  
in relation to the taking of decisions by the directors, in the absence of the alternate's  
appointor
- 5 2 Any appointment or removal of an alternate must be effected by notice in writing to the  
company signed by the appointor, or in any other manner approved by the directors
- 5 3 The notice must
- 5 3 1 identify the proposed alternate, and
- 5 3 2 in the case of a notice of appointment, contain a statement signed by the proposed  
alternate that the proposed alternate is willing to act as the alternate of the director giving  
the notice
- 6 Rights and responsibilities of alternate directors**
- 6 1 An alternate director may act as alternate director to more than one director and has the  
same rights in relation to any decision of the directors as the alternate's appointor
- 6 2 Except as the articles specify otherwise, alternate directors
- 6 2 1 are deemed for all purposes to be directors,
- 6 2 2 are liable for their own acts and omissions,
- 6 2 3 are subject to the same restrictions as their appointors, and
- 6 2 4 are not deemed to be agents of or for their appointors,  
and, in particular (without limitation), each alternate director shall be entitled to receive  
notice of all meetings of directors and of all meetings of committees of directors of which  
his appointor is a member
- 6 3 A person who is an alternate director but not a director
- 6 3 1 may be counted as participating for the purposes of determining whether a quorum is  
present (but only if that person's appointor is not participating),
- 6 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an  
eligible director in relation to that decision, but does not participate), and
- 6 3 3 shall not be counted as more than one director for the purposes of articles 6 3 1 and 6 3 2
- 6 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a  
separate vote on behalf of his appointor, in addition to his own vote on any decision of the  
directors (provided that his appointor is an eligible director in relation to that decision), but  
shall not count as more than one director for the purposes of determining whether a  
quorum is present

6 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

## **7 Termination of alternate directorship**

7 1 An alternate director's appointment as an alternate terminates  
7 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,  
7 1 2 on the occurrence, in relation to the alternate, 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,  
7 1 3 on the death of the alternate's appointor, or  
7 1 4 when the alternate's appointor's appointment as a director terminates

## **8 Transactions or other arrangements with the company**

8 1 Article 14 of Schedule 1 shall not apply to the company

8 2 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 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 contract, transaction or arrangement with the company

8 2 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,  
8 2 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction or arrangement in which he is interested,  
8 2 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 contract, transaction or arrangement in which he is interested,  
8 2 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,  
8 2 5 may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and



8 2 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 Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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 Companies Act 2006

## **9 Conflicts of interest**

9 1 The directors may, in accordance with the requirements set out in this article 9, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest

9 2 Any authorisation under this article 9 will be effective only if

9 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of the articles or in such other manner as the directors may determine,

9 2 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

9 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

9 3 Any authorisation of a conflict of interest under this article 9 may (whether at the time of giving the authorisation or subsequently)

9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

9 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and

9 3 3 be terminated or varied by the directors at any time (but no such termination or variation shall affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation)

9 4 In authorising a conflict of interest the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the conflict of interest otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

- 9 4 1 disclose such information to the directors or to any director or other officer or employee of the company, or
- 9 4 2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence
- 9 5 Where the directors authorise a conflict of interest they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
- 9 5 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict of interest,
- 9 5 2 is not given any documents or other information relating to the conflict of interest, and
- 9 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict of interest
- 9 6 Where the directors authorise a conflict of interest
- 9 6 1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict of interest, and
- 9 6 2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation
- 9 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 of interest which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds
- 9 8 A director, notwithstanding his office, may be a director or other officer of or employed by any holding company and may also be a shareholder of such holding company Accordingly, no further authorisation (whether pursuant to section 175(4)(b) of the Companies Act 2006 or otherwise) shall be required in relation to such matters

## **10 Local directors**

- 10 1 The directors may from time to time appoint any manager or other senior employee of the Company to be a Local Director of the Company and may terminate any such appointment without prejudice to the contract of employment of the Local Director concerned A Local Director shall not be or be deemed to be a director of the Company for the purposes of the Act and shall not be entitled to receive notices of or to attend or vote at meetings of the

directors If a Local Director shall be invited or required by the directors to attend a meeting of the directors to give them the benefit of his knowledge experience and advice he shall be regarded as attending the meeting only as an employee of the Company who is not a director A Local Director appointed under this article may be described by the Company as a Local Director, an Associate Director or a Technical, Works, Sales or Personnel Director (or a similar description related to any other functional area of responsibility within the Company)

### **PART 3: SHARES AND DISTRIBUTIONS**

#### **11 Issue of shares**

- 11 1 The directors may not, without the consent of the holding company
- 11 1 1 allot, agree to allot or put under option any shares in the company, or
- 11 1 2 grant rights to subscribe for or to convert any security into shares in the company

#### **12 Procedure for declaring dividends**

- 12 1 In Article 30 of Schedule 1, after paragraph (7) there shall be added the following paragraph  
"(8) If any share is issued on terms providing that it ranks for dividend as from a particular date or to a particular extent, that share ranks for dividend accordingly "

### **PART 4: DECISION MAKING BY SHAREHOLDERS**

#### **13 Proceedings at general meetings**

- 13 1 In Article 38 of Schedule 1, the existing article shall be renumbered 38(1) and there shall be added the following paragraph  
"(2) One person entitled to vote shall be a quorum if that person is a duly authorised representative of the holding company "
- 13 2 At any time when the company has only one member
- 13 2 1 any decision that may be taken by the company in general meeting may be taken by that member solely, and
- 13 2 2 such a decision is as effective as if agreed by the company in general meeting
- 13 3 Where a sole member takes a decision under article 13 2, he must (unless that decision is taken by way of a written resolution) provide the company with written details of that decision

## **PART 5: ADMINISTRATIVE ARRANGEMENTS**

### **14 Notices etc by holding company**

- 14 1 This article applies to any notice given to the company by the holding company under any of articles 3 2 2 or 4 1
- 14 2 Any notice referred to in article 14 1 must be in writing and sent or supplied to the company in accordance with Article 48 of Schedule 1
- 14 3 Any notice referred to in article 14 1 must be signed on the holding company's behalf by
- 14 3 1 any two of its directors, or
- 14 3 2 any one of its directors and its secretary, or
- 14 3 3 some other person duly authorised for the purpose

## **PART 6: DIRECTORS' INDEMNITY AND INSURANCE**

- 15 Articles 52 and 53 of Schedule 1 shall not apply to the company

### **16 Indemnity**

- 16 1 Subject to article 16 2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 16 1 1 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
- 16 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- 16 1 1 2 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 Companies Act 2006),
- 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 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
- 16 1 2 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

16 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

16 2 This article 16 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

16 3 In this article 16

16 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

16 3 2 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 Companies Act 2006), 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)

## **17 Insurance**

17 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

17 2 In this article 17

17 2 1 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 Companies Act 2006), 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),

17 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, any associated company or any pension fund or employees' share scheme of the company or associated company, and

17 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate