

CAMION HOLDINGS LIMITED

(the "Company")

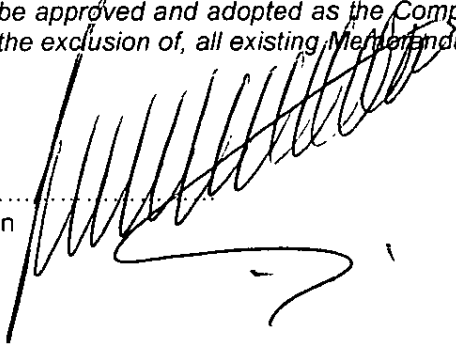
Company No:
00834265

On 30 November 2009 the following Written Resolutions (such resolution being passed, in the case of the first and second resolution as Ordinary Resolutions and in the case of the third resolution as a Special Resolution) were approved by the eligible members pursuant to sections 288 to 300 of the Companies Act 2006:

Resolutions

1. *"For the purposes of section 175 of the Companies Act 2006, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company."*
2. *"THAT the requirement for the Company to have an authorised share capital be removed and that thereafter the Company shall have no limit on the number of shares that may be issued by the Company."*
3. *"THAT the regulations contained in the draft Articles of Association produced to this meeting be approved and adopted as the Company's Articles of Association in substitution for, and to the exclusion of, all existing Memorandum and Articles of Association."*

Chairman



SATURDAY



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05/12/2009

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COMPANIES HOUSE

DN/ADH/C4114



The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
CAMION HOLDINGS LIMITED**

COMPANY NUMBER: 00834265

(A Private Company adopting Model Articles
for private companies limited by shares with modifications)

(As adopted by Special Resolution passed on 30 November 2009)

Haines Watts
Egmont House
25-31 Tavistock Place
London
WC1H 9SF



COMPANIES HOUSE

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION OF
CAMION HOLDINGS LIMITED**

1. PRELIMINARY

- 1.1 The regulations constituting Model Articles for Private Companies Limited by Shares in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (hereinafter referred to as the 'Model Articles') and made pursuant to the provisions of the Companies Act 2006 (hereinafter referred to as the 'Act'), including any statutory modification or re-enactment thereof for the time being in force shall apply to the Company except in so far as they are excluded or varied by these Articles.
- 1.2 Expressions defined in regulation 1 of the Model Articles shall where the context admits have the same meaning in these Articles.

2. SHARES

- 2.1 Regulations 21 and 24(2) of the Model Articles shall not apply to the Company.
- 2.2 Subject to Section 562 of the Act, any offer to allot equity securities by the Company shall be made by notice to the Shareholders specifying the number of shares offered and the period, being not less than twenty one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.
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3. TRANSFER OF SHARES

- 3.1 Any member may at any time transfer any of his shares to any relative of his (as defined below), and the personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder to any relative of the deceased member becoming entitled to such shares under the will or on the intestacy of the deceased member.. For the foregoing purposes 'relative' means and includes either parent and the children and remoter issue (whether natural or adopted) over the age of 18 years of either parent of the deceased member, and any wife, widow, husband or widower of any such parent, child or remoter issue, or of the member or deceased member himself or herself.
- 3.2 Any shares registered in the name of one or more holders as the trustees or trustee of a will or settlement may be transferred into the name or joint names of any new or continuing trustees or trustee upon any change in the trusteeship thereof, or into the name of any person becoming absolutely entitled to such shares (whether or not in pursuance of the exercise of any discretionary power) by virtue of the trusts of such will or settlement.
- 3.3 Except in the case of a transfer of shares expressly authorised by the preceding paragraphs of this Article, the right to transfer shares in the Company shall be subject to the following restrictions:
- 3.3.1 Before requiring the Company to register a transfer of any shares the person, whether a member of the Company or not, desiring to transfer them ('the proposing transferor') shall give notice in writing ('the transfer notice') to the Company that he desires to sell such shares and shall specify in the transfer notice the price at which he is prepared to sell such shares. The transfer notice shall constitute the Company as the agent of the proposing transferor for the sale of all (but not a part only) of the shares specified in the transfer notice to any member or to any other person selected by the Directors at such price. If the proposing transferor does not in the transfer notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in paragraph 3.3.6). A transfer notice once received by the Company shall not be revocable without the prior consent of the Directors.
- 3.3.2 If the proposing transferor has specified a price at which he is prepared to sell such shares, and within the period of 2 months of receiving a transfer notice the Company finds members or other persons ('the purchasers') willing to purchase all the shares specified in the transfer notice at the specified price and gives notice of the fact to the proposing transferor, he shall be bound upon payment of the specified price to transfer those shares to such members or other persons.
- 3.3.3 If no price is specified and within a period of 2 months after receiving a transfer notice the Company finds members or other persons ('the prospective purchasers') who are willing to purchase all of the shares specified in the transfer notice subject to agreement upon the price for such shares and gives written notice of the fact to the proposing transferor then the provisions of paragraph 3.3.6 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under paragraph 3.3.6 is acceptable to the proposing purchasers, who give notice in writing of that fact to the Company, then the Company shall give written notice of that fact to the proposing transferor who shall be bound

upon payment of the prescribed price to transfer those shares to such members or other persons

- 3.3.4 Every notice given by the Company under either of the preceding paragraphs stating that it has found a purchaser or prospective purchaser (whichever is applicable) for such shares shall state the name and address of such purchaser or prospective purchaser, or, if more than one, their names and addresses, and the number of shares which each such purchaser or prospective purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the proposing transferor, and the purchase shall be completed, in the case where the price has been specified, at a time and a place to be appointed by the Company not being more than 28 days after the date on which such notice was given by the Company, and in the case where the price has to be ascertained in accordance with Paragraph 3.3.6 the purchase shall be completed at a time and a place to be appointed by the Company not being more than 28 days after the price has been so ascertained. For the purpose of determining the right to any distribution by the Company the proposing transferor shall be deemed to have sold such shares on the date of completion of the purchase.
- 3.3.5 If the proposing transferor, after having become bound to transfer any shares to a purchaser or prospective purchaser, fails to do so, the Directors may authorise some person to sign an instrument of transfer on behalf of the proposing transferor in favour of the purchaser or prospective purchaser and the Company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the purchaser or prospective purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the purchase money on trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser or prospective purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any person.
- 3.3.6 In the event of the purchase price for such shares not being specified by the proposing transferor then after receipt by the proposing transferor of a notice given by the Company under paragraph 3.3.3 of this Article the proposing transferor shall use his best endeavours to agree with the prospective purchaser the price for each share but, in the event of failure to agree within one month of receipt by the proposing transferor of such notice given by the Company, then the fair value for such shares shall be determined by an independent Chartered Accountant of a minimum of five years standing nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose decision shall be conclusive final and binding save only in the case of manifest error and whose costs and expenses shall be borne by the Company, shall certify to be in his opinion the fair value of such Shares as between a willing buyer and a willing seller contracting on arm's length terms having regard to the fair value of the business of the Company as a going concern as at the date of the notice exercising such option but without taking into account (if it is the case) that such Shares represent a minority interest in the Company.
- 3.3.7 All shares comprised in any transfer notice shall be offered by the Company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the proposing transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the

offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this paragraph shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than 21 days) within which the offer must be accepted or in default be treated as declined.

- 3.3.8 Once the price for the shares has been ascertained under paragraph 3.3.6 then any prospective purchaser shall have the right to withdraw his application to purchase such shares and there will be no obligation on any prospective purchaser to purchase shares at such price unless he so signifies his consent to the Company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the Company of the price so determined inform the Company in writing that he no longer desires to purchase the shares, provided that if there are more than one prospective purchaser and not all prospective purchasers signify or are deemed to signify their consent to the purchase of the shares at such price, then there shall be no obligation on the proposing transferor to sell the shares specified in the transfer notice unless such prospective purchasers as are prepared to purchase the shares agree to purchase all of the shares specified in the transfer notice.
- 3.3.9 If either:
- 3.3.9.1 within a period of 2 months after receiving a transfer notice the Company shall not find purchasers for all of the shares specified in the transfer notice and gives notice in writing to that effect to the proposing transferor, or
- 3.3.9.2 the Company within such period of 2 months gives to the proposing transferor notice in writing that it has no prospects of finding such purchasers, or
- 3.3.9.3 the prospective purchasers give notice under paragraph 3.3.8 that they are not prepared to pay the price determined under paragraph 3.3.6 and to purchase all of the shares specified in the transfer notice,
- then the proposing transferor shall be at liberty until the expiration of 4 months thereafter to transfer all or any of the shares specified in the transfer notice to any person but he may not transfer the shares or any of them at a price lower than the specified price or the price ascertained under paragraph 3.3.6 (as applicable).
- 3.3.10 If a proposing transferor wishes to sell any of his shares specified in a transfer notice after the expiry of the period of 4 months referred to in paragraph 3.3.9, then he must give notice in writing to the Company again in accordance with paragraph 3.3.1.
- 3.3.11 any shares not accepted under paragraph 3.3.7 of this regulation shall be offered to the holders of all other shares of the Company pro rata to their holdings of such shares, and such offer may be made at the same time as the offer under paragraph 3.3.7, but on the terms that it is limited to the shares not so accepted.
- 3.4 The personal representatives of any deceased member shall be bound, if and when called upon by the Directors to do so not earlier than six months after the date of his death, to give a transfer notice in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If within a period of 21 days after being called upon the personal representatives fail either to give such a transfer notice, or to present for registration one or more transfers of such shares authorised by Article 3.3, they shall be deemed to have given a transfer notice at the expiration of that period.
- 3.5 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the Company a transfer notice in respect of all the shares registered in the name of the

bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such transfer notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the said provisions shall have effect accordingly.

4. DIRECTORS' APPOINTMENTS

- 4.1 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate (unless the terms of his appointment otherwise provide) if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

5. PROCEEDINGS OF DIRECTORS

- 5.1 If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of the Model Articles shall be construed accordingly. In such instance, the word "one" shall be substituted in place of the word "two" in the two places where it appears in Regulation 11(2) of the Model Articles.
- 5.2 Subject to the provisions of the Act, the Directors may grant pensions, annuities, allowances, gratuities, superannuation and bonuses or other allowances and benefits (including allowances on death) to officers, ex-officers, employees or ex-employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

6. CONFLICTS OF INTEREST

- 6.1 For the purposes of Section 175 of the 2006 Act, the Directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, constitute or give rise to an infringement of duty by a Director under that Section.
- 6.2 Authorisation of a matter under Article 6.1 shall be effective only if:
 - 6.2.1 the matter in question shall have been proposed by any person for consideration at a meeting of the Directors, in accordance with the Directors' procedures, if any, for the time being relating to matters for consideration by the Directors or in such other manner as the Directors may approve;
 - 6.2.2 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 any other interested Director (together the "Interested Directors"); and
 - 6.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the 'Interested Directors' had not been counted.
- 6.3 Any authorisation of a matter pursuant to Article 6.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 6.4 Any authorisation of a matter under Article 6.1 shall be subject to such conditions or limitations as the Directors may specify, whether at the time such authorisation is given or subsequently, and may be terminated or varied by the Directors at any time. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
- 6.5 A Director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which derives from any matter authorised by the Directors under Article 6.1 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the Director having any interest as referred to in the said Section 175.
- 6.6 A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly may conflict, with the interests of the Company, this Article 6.6 applies only if the existence of that connection has been authorised by the Directors under Article 6.1. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of Sections 171 to 177 of the 2006 Act because he fails –
 - 6.6.1 to disclose any such information to the Directors or to any Director or other officer or employee of the Company; and/or
 - 6.6.2 to use any such information in performing his duties as a Director or officer or employee of the Company.
- 6.7 Where the existence of a Director's connection with another person has been authorised by the Directors under Article 6.1 and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the Director shall not be in breach of the general duties he owes to the Company by virtue of Sections 171 to 177 of the 2006 Act because he –

- 6.7.1 absents himself from meetings of the Directors or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- 6.7.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser, for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.
- 6.8 The provisions of Articles 6.6 and 6.7 are without prejudice to any equitable principle or rule of law which may excuse the Director from:
 - 6.8.1 disclosing information, in circumstances where disclosure would otherwise be required under the Articles or otherwise; or
 - 6.8.2 attending meetings or discussions or receiving documents and information as referred to in Article 6.7, in circumstances where such attendance or receiving such documents and information would otherwise be required under the Articles.
- 6.9 For the purposes of this Article, a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 6.10 Regulation 14 of the Model Articles shall not apply to the Company.

7. SECRETARY

- 7.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

8. ELECTRONIC COMMUNICATIONS

- 8.1 Notwithstanding anything in these Articles to the contrary:
 - 8.1.1 Any document or information to be given, sent, supplied, delivered or provided to any person by the Company, whether pursuant to these Articles, the Companies Acts or otherwise, is also to be treated as given, sent, supplied, delivered or provided where it is made available on a website, or is sent in electronic form, in the manner provided by the 2006 Act for the purposes of, inter alia, the 2006 Act (subject to the provisions of these Articles).
 - 8.1.2 For the purposes of paragraph 10(2)(b) of Schedule 5 to the 2006 Act, the Company may give, send, supply, deliver or provide documents or information to members by making them available on a website.
 - 8.1.3 The Directors may from time to time make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the giving of notices or other documents or information by electronic means by or to the Company and otherwise for the purpose of implementing and/or supplementing the provisions of these Articles and the Companies Acts in relation to electronic means; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article.

9. INDEMNITY AND INSURANCE

- 9.1 Subject to the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto.
- 9.2 The Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred in Section 232 of the 2006 Act and, subject to the provisions of the 2006 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.
- 9.3 The Directors may authorise the Directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any Director, other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 9.1.
- 9.4 Regulations 52 and 53 of the Model Articles shall apply to the Company, subject to the modifications referred to in this Article 9.