

Company number 08332191

**PRIVATE COMPANY LIMITED BY SHARES**

**PRINT OF THE WRITTEN RESOLUTIONS**

of

**INTEGRATED SERVICE SOLUTIONS LIMITED (the "Company")**

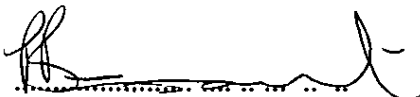
The following resolutions were duly passed on 3 August 2015<sup>(6)</sup> by way of written resolution under chapter 2 of part 13 of the Companies Act 2006.

**SPECIAL RESOLUTION**

1. THAT, the draft articles of association attached to these resolutions be adopted as the articles of association of the Company (the **New Articles**) in substitution for, and to the exclusion of, the existing articles of association.

**ORDINARY RESOLUTION**

2. THAT, subject to and conditional upon the adoption of the New Articles as the articles of association of the Company pursuant to resolution 1, each of the issued ordinary shares of £1 each in the capital of the Company be converted and re-designated as TH ordinary shares of £1 having the rights, and being subject to the restrictions, set out in the New Articles

  
Director



**Company number 08332191**

**THE COMPANIES ACT 2006  
A PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION**

**of**

**INTEGRATED SERVICE SOLUTIONS LIMITED**

(adopted by a special resolution passed on 3 August 2016)

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**INTEGRATED SERVICE SOLUTIONS LIMITED (the "Company")**  
(adopted by special resolution passed on 3 August 2016)

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In these articles:**

**"Act"** means the Companies Act 2006

**"Board"** means the board of Directors

**"Business Day"** means any day other than a Saturday or Sunday or public holiday on which banks are open for the transaction of general business in London.

**"Chairman"** means the chairman from time to time of the Board.

**"Director"** means a director of the Company from time to time

**"Finance Director"** means the person appointed as the finance director of the Group from time to time.

**"FW"** means Fowler Welch-Coolchain Limited, a company incorporated and registered in England and Wales with registered number 01001101 whose registered office is at Low Fare Finder House, Leeds Bradford International Airport, Yeadon, Leeds, West Yorkshire LS19 7TU.

**"FW Director"** means a director appointed by FW.

**"FW Share"** means a FW ordinary share of £1 in the capital of the Company.

**"FW Shareholder"** means a holder for the time being of any FW Shares.

**"Group"** means the Company and its subsidiaries from time to time.

**"Managing Director"** means the person appointed as the managing director of the Group from time to time.

**"Model Articles"** means the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008.

**"Share"** means a share of any class in the share capital of the Company

**"Shareholder"** means a holder of Shares whose name is entered in the register of members of the Company.

**"TH"** means Terradace Holdings Limited, a company incorporated and registered in England and Wales with registered number 08239135 whose registered office is at 4<sup>th</sup> Floor, 7-10 Chandos Street, Cavendish Square, London W1G 9DQ.

**"TH Director"** means a director appointed by TH.

**"TH Share"** means a TH ordinary share of £1 in the capital of the Company.

**"TH Shareholder"** means a holder for the time being of any TH Shares.

1 2 In these articles, unless the context otherwise requires:

1 2.1 words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these articles (but excluding any statutory modification of them not in force on the date when these articles become binding on the Company);

1 2.2 the index and headings are for ease of reference only and shall not be taken into account in construing these articles,

1 2 3 references to articles are to the articles of these articles of association;

1.2.4 the expression **"this article"** shall, unless followed by reference to a specific provision, be deemed to refer to the whole article (not merely the paragraph or other provisions) in which the expression occurs;

1.2.5 the words and expressions defined in sections 1159, 1161, 1162 and 1173 of the Act have the same meanings and references to a **"subsidiary"** shall include reference to a subsidiary and a subsidiary undertaking but on the basis that a company is to be treated as a member of another company for the purposes of subsections 1159(1)(b) and (c) of the Act even if its shares in that other company are registered in the name of:

1.2 5.1 its nominee or any other person acting on its behalf, or

1.2.5.2 another person by way of security over those shares;

1 2.6 unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 1 2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,
- 1 2.8 references to any gender shall include the others and words in the singular include the plural and vice versa,
- 1.2.9 references to a "**person**" (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government or state or any agency of a government or state or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality),
- 1 2.10 the words "**include**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
- 1.2 11 the words "**other**" and "**otherwise**" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible

## 2. MODEL ARTICLES

The articles contained in the Model Articles apart from articles 5(1) and (2) (*directors may delegate*), 6(2) (*committees*), 7 (*directors to take decisions collectively*), 8 (*unanimous decisions*), 9(3) and (4) (*calling a directors' meeting*), 10(1) and (2) (*participation in directors' meetings*), 11(2) and (3) (*quorum for directors' meeting*), 12 (*chairing of directors' meetings*), 13 (*casting vote*), 14 (*conflicts of interest*), 17 (*methods of appointing directors*), 22 (*powers to issue different classes of shares*), 26(5) (*share transfers*), 41 (*adjournment*), 50 (*no right to inspect accounts and other records*), 52 (*indemnity*) and 53 (*insurance*) apply to the Company except insofar as they are inconsistent with these articles

## 3. SHARE CAPITAL

- 3.1 The share capital at the date of adoption of these articles is £800,000, divided into 400,000 FW Shares and 400,000 TH Shares. The FW Shares and the TH Shares constitute different classes of shares but, except as expressly provided in these Articles, rank *pari passu*
- 3 2 Subject to these articles, the Directors are authorised to allot a maximum of 400,000 FW Shares and 399,900 TH Shares to such persons and on such terms as they think fit. The authority given to the Directors shall expire five years from the date on which the resolution adopting these articles was passed but the Directors may allot shares after the expiry of such period in pursuance of an offer or agreement made by the Company before its expiry
- 3.3 Sections 561 and 562 of the Act shall not apply to the allotment of equity securities in the Company

3.4 Unless in any particular case the FW Shareholder(s) and the TH Shareholder(s) agree otherwise in writing:

3.4.1 no FW Shares shall be issued except to a FW Shareholder;

3.4.2 no TH Shares shall be issued except to a TH Shareholder,

3.4.3 no FW Shares shall be issued unless (at the time of the issue) an equal number of TH Shares are issued (at the same price and otherwise on the same terms); and

3.4.4 no TH Shares shall be issued unless (at the time of the issue) an equal number of FW Shares are issued (at the same price and otherwise on the same terms).

#### **4. TRANSFER OF SHARES**

4.1 No Share or any interest in a Share may be sold, transferred, charged, made subject to any option, lien (other than in favour of the Company) or encumbrance or otherwise disposed of by any Shareholder or other person without the prior consent in writing of all the other Shareholders.

4.2 Subject to article 4.3, the Directors must register any duly stamped transfer in respect of which consent has been given in accordance with article 4.1. They may not register any transfer of Shares in respect of which that consent has not been given.

4.3 The Directors may refuse to register the transfer of any Share

4.3.1 on which the Company has a lien, or

4.3.2 unless the transfer is accompanied by the relevant share certificate or an indemnity in such form as the Directors may reasonably require

#### **5. GENERAL MEETINGS**

5.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum at any general meeting shall be one FW Shareholder (present in person, by corporate representative or by proxy) and one TH Shareholder (present in person, by corporate representative or by proxy). If within 30 minutes of the time appointed for a general meeting there is no quorum, the chairman of the meeting shall adjourn the meeting to a place and time no less than three Business Days later. If at such adjourned meeting no quorum is present within 30 minutes from the time appointed for the adjourned meeting, then the meeting shall be dissolved.

5.2 Article 44(2)(d) of the Model Articles is replaced with "any member having the right to vote at the meeting or any proxy appointed by any such member."

5.3 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

- 5 4 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".

## **6. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 6.1 The Board shall comprise not more than four Directors.
- 6.2 FW and TH shall each be entitled to appoint one Director. A Director may at any time be removed from office by the Shareholder who appointed him.
- 6.3 If the FW Director shall be removed from office or otherwise ceases to be a Director, FW shall appoint in his place another person to be the FW Director. If the TH Director shall be removed from office or otherwise ceases to be a Director, TH shall appoint in his place another person to be a TH Director.
- 6.4 An appointment or removal of a Director is effected by giving notice in writing to the Company at its registered office and shall take effect on receipt, or if later, from such date (if any) specified in the notice. The Company shall immediately give notice in writing of such removal to the relevant Director. To avoid doubt, section 169 of the Act shall not apply in the case of the removal of a Director pursuant to this article.
- 6 5 Neither the Company in general meeting nor the Directors have any power to fill a vacancy in the number of Directors.
- 6.6 In Article 19(3)(b) of the Model Articles there shall be inserted after the words "that director" the words "or any member of his family (including a spouse or a former spouse) or any person who is or was dependent on that director"

## **7. CHAIRMAN**

- 7 1 The Chairman shall be the TH Director. The Chairman shall not have a second or casting vote

## **8. ALTERNATE DIRECTORS**

- 8.1 Any Director (other than an alternate director) may appoint as his alternate any person willing to act who is approved for that purpose by the shareholder that appointed him and may terminate the appointment. An alternate director shall be entitled to receive notice of all meetings of the Directors. In the absence of the Director appointing him, an alternate director shall (in addition to any voting rights to which he is entitled if he is also a Director) be entitled to the same attendance and voting rights as his appointor and shall be treated as if he were appointed by the member who appointed his appointor.
- 8.2 Every such appointment or removal shall be by notice in writing signed by the appointor and shall be effective upon receipt by the Company at its registered office.

- 8.3 An alternate director shall be entitled to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 8.4 Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate.
- 8.5 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director
- 8.6 Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 8.7 The provisions of article 10 shall apply to an alternate director to the same extent as to a Director

## **9. PROCEEDINGS OF DIRECTORS**

### **Decision-making**

- 9.1 Subject to the provisions of these articles, the Directors may regulate their proceedings as they think fit.
- 9.2 A resolution in writing signed by all the Directors entitled to notice of a meeting of the Board or (as the case may be) of a committee of Directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) of a committee of Directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the Directors concerned. For the purpose of this article a resolution:
- 9.2.1 may be constituted by an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose, and
- 9.2.2 may consist of several instruments each executed by one or more Directors, each sent by one or more Directors, or a combination of both and a resolution that is executed by an alternate director need not also be executed by his appointor.
- 9.3 At any meeting of the Board
- 9.3.1 the FW Director and the TH Director present shall be entitled to cast one vote each on each issue put to the vote; and
- 9.3.2 the Managing Director and the Finance Director shall not be entitled to vote on any resolutions proposed.
- 9.4 Any Director who participates in the proceedings of a meeting by means of a communications device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times,



and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the chairman of the meeting's location shall be deemed to be the place of the meeting.

### **Quorum**

- 9 5 The quorum for a Board meeting shall be the FW Director and the TH Director provided that at least one Director present is the chairman of the meeting (who shall be appointed by the Chairman). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum in the same capacity as his appointor, but so that not less than two individuals shall constitute the quorum.
- 9 6 If within 30 minutes of the time appointed for a Board meeting there is no quorum, the Director(s) present shall adjourn the meeting to a place and time not less than three Business Days later. If at such adjourned meeting such Directors are not present within 30 minutes from the time appointed for the adjourned meeting, then the meeting shall be dissolved.

### **Directors may delegate**

- 9.7 The Directors may delegate any of their powers to a committee which includes the FW Director and the TH Director. Any such delegation shall be on such terms and conditions as the Directors may think fit

### **Calling a directors' meeting**

- 9.8 Board meetings shall be held at the registered office of the Company or such other location as a quorum of the Directors agree at intervals of not more than three months.
- 9.9 Save as otherwise agreed by a quorum of the Directors:
- 9 9.1 Board meetings shall be convened by any Director by not less than 10 Business Days' notice or, where the circumstances require a shorter period, such shorter period as the circumstances reasonably require, sent to each Director;
  - 9.9.2 each notice shall be sent to each Director to the address or fax number notified to the Company for these purposes, provided that if a notice is required to be sent outside the United Kingdom, such notice shall be sent by registered airmail;
  - 9 9 3 each notice of a Board meeting shall be accompanied by a full agenda and supporting papers;
  - 9 9 4 each Board meeting shall only deal with the business set out in the agenda which accompanied the notice convening that Board meeting; and
  - 9.9 5 minutes of each meeting of the Board shall be taken and kept in the books of the Company Copies of the minutes of each such meeting

shall be delivered to each member of the Board as soon as practicable. If a Director has not been present at the meeting copies of all papers considered by the Board at the meeting shall be sent to him with the minutes.

### **Directors' conflicts of interest**

- 9.10 A Director who declares his interest in the manner provided by the Act may vote as a Director in regard to any contract or arrangement in which he is interested (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration.
- 9.11 A Director shall be entitled to disclose to the Shareholder who appointed him and its representatives such information as he has regarding the Company and its business.

### **10. INDEMNITY**

- 10.1 For the purposes of this article 10, "**Associated Company**" means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of the Act, excluding the Shareholders themselves and their subsidiaries other than those which are subsidiaries of the Company.
- 10.2 Subject to the provisions of and so far as may be permitted by and consistent with the Act, each current or former director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company from and against:
- 10.2 1 any liability incurred by or attaching to him as a result of or in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director:
- 10.2.1.1 any liability to the Company or any Associated Company;  
and
- 10.2.1 2 any liability of the kind referred to in sections 234(3) of the Act;
- 10.2.2 any liability incurred by or attaching to him as a result of or in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) other than a liability of the kind referred to in section 235(3) of the Act, and
- 10.2 3 any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers

For the purpose of this article 10, references to "**liability**" shall include all costs and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto

10.3 Subject to the provisions of and so far as may be permitted by the Act, the Directors may exercise all the powers of the Company to:

10.3.1 provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of the Act,

10 3.2 do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) of the Act shall apply to any such provision of funds or other things so done. For the purpose of this article 10 references to "**director**" in section 205(2) of the Act shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

10 4 Without prejudice to article 10.2, the Directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.