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Company No. 1060116

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**ABX LOGISTICS (UK) LIMITED**

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Incorporated the 3rd day of July 1972

(Reprinted 27 March 2009)

MIDDLETON POTTS  
3 Cloth Street  
Barbican  
LONDON EC1A 7NP

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THE COMPANIES ACTS 1948 to 1985

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

(as amended by Special Resolutions dated 6th November 1996  
and 27 March 2009)

of

**ABX LOGISTICS (UK) LIMITED \***

- \* 1. The name of the Company is "ABX LOGISTICS (UK) LIMITED".
- 2. The registered office of the Company will be situate in England.
- 3. The objects for which the Company is established are:-
  - (a) To carry on all or any of the following businesses, that is to say, warehousemen, storers of goods, wares and merchandise of every kind and description, bonded carmen, and common carmen, general carriers, carriers by sea, river, canal, road, air, railway and otherwise, railway shipping, freight and forwarding agents and any other businesses which can conveniently be carried on in connection with the above.
  - (b) To provide facilities for the storage, warehousing, carriage and distribution of goods, wares and merchandise of every kind and description.
  - (c) To carry on business of Custom House Agents and to act on behalf of shippers, importers and merchants in the clearing of produce and other merchandise through the Customs and to attend to the necessary Customs formalities, and the payment and adjustment of deposits and duties, carriage, insurance and other charges.
  - (d) To grant pensions, allowances, gratuities and bonuses to Directors, employees and ex-employees of the Company and to set up and support Trust Funds for pension schemes.

\* Pursuant to a written Resolution of the Members of the Company passed on 7th July 2000, the name of the Company was changed on 1st November 2000.

- (e) To borrow and to lend money from and to such persons and on such terms (including the charging of the Company's present and future property) as may seem expedient and to guarantee the performance of contracts by any person.
- (f) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, trade names and marks, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (g) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property and generally to do all such things as are incidental or conducive to the attainment of any of the above objects.

4. The liability of the Members is limited.

- \*\*5.** The share capital of the Company is £12,350,000 divided into 12,350,000 Ordinary Shares of £1 each having the rights set out in the Articles of Association of the Company. The Company shall have the power to increase its capital and divide the shares in the capital, whether original or increased, into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions and to vary the regulations of the Company as far as necessary to give effect to any such rights, privileges or conditions.

**\*\*** Increased by Ordinary Resolutions passed on 19th December 1997, 21st October 1998, 1st June 2001 and 20th December 2006, and amended by a Special Resolution passed on 27th March 2009.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber (in words)

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W MIDDLETON

C R POTTS

Both of            Pinners Hall  
                      Austin Friars  
                      London EC2  
  
Solicitors

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DATED the 12th day of May 1972

WITNESS to the above signatures:-

HAZEL ALTON

Pinners Hall  
Austin Friars  
London EC2

Solicitors Articled Clerk

THE COMPANIES ACTS 1948 to 1985

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

(as amended on 6th November 1996, 17th December 2001 and 27th March 2009)

of

**ABX LOGISTICS (UK) LIMITED \***

PRELIMINARY

1. The Company is a private company and accordingly:-
  - (a) the right to transfer shares is restricted in manner hereinafter prescribed;
  - (b) the number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single Member;
  - (c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

CAPITAL

- \*\*2. The Share Capital of the Company is £12,350,000 divided into 12,350,000 ordinary shares of £1 each.
3. The shares shall be under the control of the Directors who may, for a period of five years from the date on which these Articles of Association were adopted, allot or dispose of or grant options over the same at such times on such and in such manner as they think fit, and who may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share. Shares may be issued at par or at a premium.

\* Pursuant to a written Resolution of the Members of the Company passed on 7th July 2000, the name of the Company was changed on 1st November 2000.

\*\* Increased by Ordinary Resolutions passed on 19th December 1997, 21st October 1998, 1st June 2001, 20th December 2006 and amended by a Special Resolution passed on 27th March 2009.

## TRANSFER OF SHARES

4. No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer.
- (A) Any member, or person entitled to shares by way of the liquidation or bankruptcy of any member, who wishes to transfer shares or any interest in shares ("the Vendor") shall give to the Company notice thereof in writing ("the Transfer Notice"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified therein ("the Sale Shares") at a price ("the Sale Price") to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which the auditors of the company (acting as experts and not as arbitrators) shall certify to be in their opinion the fair value thereof as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern.
  - (B) The auditors' certificate shall be binding upon all parties.
  - (C) If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Vendor. Except as otherwise expressly provided in this article a Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.
  - (D) Upon the Sale Price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors shall forthwith by notice in writing offer to the other members the Sale Shares at the Sale Price. Such offer shall be open for a period of 28 days from the date of the notice ("the Acceptance Period"). If the other members shall within the Acceptance Period apply for all or any of the Sale Shares the directors shall upon the expiry of the Acceptance Period allocate the Sale Shares or such of the Sale Shares as are applied for to the other members. In the event that the aggregate number of Sale Shares applied for by the other members exceeds the actual number of the Sale Shares, then the directors shall allocate the Sale Shares to the other members as near as possible pro rata their existing shareholdings in the Company (but so that no member shall be obliged to purchase more of the Sale Shares than he previously applied for).
  - (E) If within the Acceptance Period one or more other members (each a "Transferee") accepts the offer of all or any of the Sale Shares at the Sale Price the directors shall forthwith upon the expiration of the Acceptance Period give notice in writing ("the Acceptance Notice") of such acceptance(s) to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28

days after the date of the Acceptance Notice) at which the sale(s) of the Sale Shares or such of the Sale Shares as are applied for or allocated shall be completed.

- (F) Vendor shall be bound to transfer the Sale Shares or such of the Sale Shares as are applied for or allocated to the Transferee at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares or such of the Sale Shares as are applied for or allocated shall be made by each Transferee to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares or such of the Sale Shares as are applied for or allocated the chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares or such of the Sale Shares as are applied for or allocated to each Transferee against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferee shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer the Transferee shall be entitled to insist upon its name being entered in the register of members as the holder by transfer of the Sale Shares or such of the Sale Shares as are applied for by, or allocated to, him. The Company shall forthwith pay the Sale Price into a separate bank account in the Company's name and shall hold such Sale Price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the name of the Transferee has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the offer for the Sale Shares at the Sale Price is accepted in part only by the other members within the Acceptance Period then the Vendor for a period of 6 months thereafter shall be at liberty to transfer all or any of such of the Sale Shares as are not applied for by the other members to any person at a price not being less than the Sale Price provided that the Directors may require to be satisfied that the Sale Shares not applied for by the Transferee are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser and if not so satisfied may refuse to register the relevant instrument of transfer. Provided that any Director nominated by the Vendor or whose shareholding in the Company comprises the Sale Shares shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed.
- (H) Notwithstanding the foregoing provisions of this article the Directors may decline to register any transfer of any share on which the Company has a lien.
- (I) The restrictions on transfer contained in this article shall not apply to any transfer approved in writing by all the members.
- (J) For the purposes of this article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:-

- (i) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing;
  - (ii) the bankruptcy or winding up of any member;
  - (iii) the death of a member.
- (K) If any member of the Company enters into a transaction of the kind referred to in paragraph (J) of this article or otherwise attempts to transfer any shares otherwise than in accordance with this article, or in the case of a corporate member enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffers an administrative receiver or receiver to be appointed over all or any of its assets or suffers an administration order to be made against it or suffers any similar or analogous event under the laws of any other jurisdiction, such member shall be deemed to have given a Transfer Notice in respect of all shares held by such member or by any nominee for him respectively immediately prior to that event.
- (L) In respect of any Transfer Notice deemed to have been given under paragraphs (J)(i) or (K) of this article (a) such notice shall be deemed to contain a provision that unless all the Sale Shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company and (b) paragraph (C) of this article shall not apply insofar as it entitles the Vendor to withdraw the Transfer Notice. Furthermore where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him then (b) above shall apply.
- (M) The Directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this article, but shall refuse to register any other transfer.

#### GENERAL MEETINGS

5. The Company shall in each year hold a General Meeting, at such time and place as the Directors shall appoint, as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation, or in the following year. The aforesaid General Meetings shall be called "Ordinary" Meetings; all other General Meetings shall be called "Extraordinary".
6. No business shall be transacted at any General Meeting unless a quorum of Members present at the time when the Meeting proceeds to business. One Member holding in aggregate not less than 40% of the issued capital of the Company for the time being present in person or by proxy shall be a quorum. On a show of hands every Member

present shall have one vote. On a poll every Member shall have one vote for every share of which he is a holder.

7. A Resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

#### DIRECTORS

- \*8. (a) The number of Directors shall not be subject to any maximum but shall not be less than two. Their quorum for transacting business shall be two. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors.
- (b) A non-executive Director shall be appointed for a term not exceeding three years and shall be eligible to be considered for re-appointment on the expiry of such term.
- (c) Any Director may participate in a meeting of the Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can clearly hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. A Resolution signed by all the Directors in office shall be valid as a Resolution passed at a meeting of the Board duly convened and held.
- (d) The Directors shall not be subject to retirement by rotation and Regulations 73 to 77 inclusive and 80 of Table A (as set out in the Companies (Tables A-F Regulations 1985, SI 1985/805) shall not apply.
- (e) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed the number fixed by Article 8(a) as the maximum number of Directors and his appointment shall not automatically terminate at the next Annual General Meeting.
9. The Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party without any limit on the amount for the time being remaining undischarged of monies so borrowed or secured.
10. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. Every Director of the Company (including Alternate Directors), whether resident in the United Kingdom or elsewhere, shall be

\* Amended by a Special Resolution passed on 27th March 2009.

entitled to receive at least seven days prior notice of any meeting of the Directors of the Company and to receive the Agenda of any matter to be discussed and voted upon at any and every Directors' meeting. No matter may be validly discussed or voted upon at any

Directors' meeting of which due notice has not been given to all the Directors of the Company in accordance with this clause. Questions arising at any meeting shall be decided by a majority of votes.

11. Any Director may by writing signed by him and delivered to the Company at its registered office at any time appoint any person to be an Alternate Director of the Company to represent him. The Alternate Director shall ipso facto cease to be an Alternate Director (a) if the Director whom he represents gives notice to the Company terminating such appointment or ceases for any reason to be a Director or (b) if the Alternate Director gives notice to the Company that he has not less than fourteen days previously requested the Director whom he represents to terminate such appointment. A person may act as an Alternate Director to represent more than one Director and a Director may be appointed to be also an Alternate Director, and an Alternate Director shall be entitled at meetings of the Directors to one vote for every Director whom he represents in addition to his own vote as Director if he is a Director in his own right.
12. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period on such terms and with such powers and at such remuneration as they may think fit.
13. Any Director may give the Directors notice in writing that he resigns his office which will be deemed to be vacated forthwith.
14. A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power at any time:-
  - (a) to appoint one of the Directors to be the Chairman of the Board who shall act as Chairman at meetings of the Board; and
  - (b) to appoint any person as a Director and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.
15.
  - (a) The Chairman of the Board shall be entitled to cast two votes at any meeting of the Board and, in the case of an equality of votes, he shall have a third or casting vote.
  - (b) In the absence of the Chairman of the Board from any meeting of the Directors, the chairman of such meeting shall be the Managing Director who shall be entitled to a second vote in addition to his own vote and, in the case of an equality of votes, a third or casting vote.



### SECRETARY

16. A Secretary shall be appointed by the Directors for such period upon such terms and conditions and at such remuneration as they may think fit and any Secretary so appointed may be removed by them.

### SEAL

17. The Directors shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of a Director and of the Secretary or a second Director or such other person as the Directors may appoint for that purpose and that Director and the Secretary or second Director or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed as aforesaid.

### NOTICES

18. A notice may be given by the Company to any Member either personally or by sending it by post (by airmail post if the addressee is resident outside the United Kingdom) to him or to his registered address. Where a notice is sent by post it shall be deemed to have been effected at the expiration of 72 hours after the letter containing the same is posted.

### WINDING UP

19. If the Company shall be wound up the assets remaining after the payment of the debts and liabilities of the Company and the costs of the liquidation shall be first applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.
20. If the Company shall be wound up whether voluntarily or otherwise, the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by law, divide any part of the assets of the Company, including any shares in other companies, between the Members of the Company in specie or kind, or may, with like consent, vest any part of the assets of the Company in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.



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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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W MIDDLETON

C R POTTS

Both of                      Pinners Hall  
                                 Austin Friars  
                                 London EC2

Solicitors

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DATED the 12th day of May 1972

WITNESS to the above signatures:-

HAZEL ALTON

Pinners Hall  
Austin Friars  
London EC2

Solicitors Articled Clerk