



**MEMORANDUM OF ASSOCIATION**  
**OF**  
**PHOENIX HANDLING SERVICES LIMITED<sup>1</sup>**

1. The name of the Company is Phoenix Handling Services Limited.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:
  - 3.1 to provide facilities for the storage, warehousing, carriage and distribution of packaging and paper merchandise of all types by land, sea and air;
  - 3.2 to purchase or otherwise acquire any lands, docks, canals, waterways, warehouses, wharves, buildings or machinery, and to construct and equip them;
  - 3.3 to build, purchase, hire or take on charter any ships, tugs, barges, lorries, vans, trailers and other vessels or vehicles of any description;
  - 3.4 to apply for the grant of any power which may be conferred by an legislative or governmental authority, or any licence or franchise that may appear expedient;
  - 3.5 to carry on any other business or activity which may seem capable of being conveniently carried on in connection with any activity of the company or calculated to enhance the value of any of the company's property or rights;
  - 3.6 to pay all costs, charges and expenses incurred in connection with the promotion and establishment of the company, including the cost of advertising, brokerage, printing and stationery;
  - 3.7 to purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person, and to conduct and carry on or liquidate any such business;
  - 3.8 to purchase, take on lease or otherwise acquire for the purposes of the company any estates, lands, buildings, easements or other interests in real

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<sup>1</sup> Name changed by special resolution passed on 11 May 2000

- estate, and to sell, let or otherwise dispose of or grant rights over any real property belonging to the company;
- 3.9 to apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright or secret processes, and to use or grant licences to use the same;
- 3.10 to manufacture, buy, sell and generally deal in any plant, machinery, tools, goods or things of any description;
- 3.11 to let on lease or on hire the whole or any part of the real and personal property of the company on such terms as the company may determine;
- 3.12 to issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and underwriting in respect of any such issue;
- 3.13 to draw, accept and make, and to indorse, discount and negotiate bills of exchange and promissory notes and other negotiable instruments;
- 3.14 to receive money on deposit at interest or otherwise;
- 3.15 to invest any money of the company in such investments and other property as may from time to time be thought fit, and to hold, sell or otherwise dispose of any such investment;
- 3.16 to borrow or raise money in any manner, and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or entered into by the company, by the issue of debentures or grant of charges, secured on all or any of the company's property (both present and future), including its uncalled capital; and to purchase, redeem or pay off any such securities;
- 3.17 to lend or procure the advance of money with or without security;
- 3.18 to acquire by subscription, purchase or otherwise, and to hold and sell, shares or stock in any company, society or undertaking;
- 3.19 to establish agencies and local boards anywhere in the world, and to regulate and discontinue the same;
- 3.20 to provide for the welfare of persons in or formerly in the employment of the company or its predecessors in business, and the dependants of such persons, by grants of money, the establishment of pension schemes and benevolent funds or otherwise;
- 3.21 to subscribe to or otherwise aid charitable, benevolent, scientific, national or other institutions or objects, which shall have any claims to support or aid from the company by reason of the nature or locality of its operations or otherwise;

- 3.22 to sponsor or subsidise any cultural or sporting event, performance or exhibition;
  - 3.23 to enter into and carry into effect any arrangement for joint working or profit-sharing, or for amalgamation, with any other company, or any partnership or person, carrying on business within or calculated to promote the objects of this company;
  - 3.24 to establish, promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this company;
  - 3.25 to acquire controlling or other interests in any companies, and to subsidise any company in which this company may be interested;
  - 3.26 to sell, dispose of, or transfer the business, property and undertaking of the company, or any part thereof, for any consideration;
  - 3.27 to accept stock or shares in, or the debentures or other securities of, any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;
  - 3.28 to do all or any of the above things (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents;
  - 3.29 generally to do all such other things as may appear to the company to be incidental to conducive to the attainment of the above objects or any of them.
- 4. The liability of the members is limited.
  - 5. The share capital of the company is £1,000.00 divided into 1,000 shares of £1.00 each.

WE, the subscribers of this Memorandum of Association, wish to be formed into a Company pursuant to this memorandum, and we agree to take the number of shares in the capital of the Company shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
DAWN CHRISTINE HARRISON 72 King Street Maidstone Kent ME14 1BL	1  DAWN C HARRISON
ROBERT NIGEL JAMES COOMBE Chequers Farm, Denne Manor Lane, Shottenden, Nr Canterbury, CT4 8JJ	1  R N J COOMBE

DATED the 20 day of January 2000

WITNESS to all the above signatures:-

S CHALLINOR  
WHITEHEAD MONCKTON  
72 King Street Maidstone  
Kent ME14 1BL  
(Trainee Solicitor)

**COMPANIES ACT 1985**

**Company Limited by Shares**

**ARTICLES OF ASSOCIATION  
OF  
PHOENIX HANDLING SERVICES LIMITED\***

**1. Preliminary**

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") 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 Table A shall where the context admits bear in these articles the meanings so defined

**2. Share capital**

- 2.1 The original share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each
- 2.2 The shares of the Company for the time being unissued, whether forming part of its original capital or not, shall be at the disposal of the directors, who may at their discretion for a period of five years from the date of the incorporation of the Company and afterwards with the previous sanction of an ordinary resolution, allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper but so that the nominal amount of the issued equity share capital shall not exceed £1,000 without such sanction

\* Name changed by special resolution passed on 11 May 2000

- 2.3 The provisions of sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company

### **3. Lien**

- 3.1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company

### **4. Transfer of shares**

The directors may, in their absolute discretion and without assigning any reason, refuse to register the transfer of any share whether or not it is a fully paid share

### **5. Proceedings at general meetings**

- 5.1 The quorum for a general meeting shall be 2 persons, each of whom shall be either a member entitled to vote on all the business for which the meeting was convened, or a proxy for a member so entitled, or the duly authorised representative of a corporate member so entitled
- 5.2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and time as the directors determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum
- 5.3 Where it is desired to permit members to instruct a proxy how he is to vote, the instrument appointing the proxy shall be in any form approved by the directors which enables the appointor to determine how his votes are to be cast on each of the resolutions comprised in the business of the meeting for which it is to be used

- 5.4 A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 shall be modified accordingly. On a show of hands or on a poll votes may be given either personally or by proxy

**6. Number of directors**

Until otherwise determined by ordinary resolution, the number of directors shall not be less than one or more than ten and the following shall be the first director: Richard John Horton

**7. Alternate Directors**

- 7.1 A director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director appointed by him
- 7.2 When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he himself is a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two

**8. Appointment and retirement of directors**

- 8.1 The directors are not subject to retirement by rotation. Regulation 73 to 78 inclusive of Table A shall not apply to the Company and in the second sentence of Regulation 79 the words following "annual general meeting" shall be omitted
- 8.2 The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director
- 8.3 A member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall

be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or by a person authorised by resolution of the directors or other governing body. The appointment or removal shall take effect when the notice is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company

8.4 There is no age limit for directors of the Company

8.5 A director is not required to hold any qualification shares in the Company

## **9. Disqualification of directors**

Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and adding (f):-

- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or
- (f) he is otherwise duly removed from office

## **10. Proceedings of directors**

10.1 It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless he has given to the Company an address outside the United Kingdom to which notices should be sent

10.2 If and so long as the minimum number of directors specified under these Articles is one:-

- (a) a sole director may exercise all the powers conferred on the directors by the Articles, and shall do so by written resolution under his hand; and
- (b) regulations 88 and 90 of Table A shall not apply to the Company and article 23



of these Articles shall have no effect

- 10.3 A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting
- 10.4 Subject to disclosure in accordance with Section 317 of the Act, a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company

## **11. Borrowing**

The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company or any third party, and to issue notes, bonds and other obligations of the Company, either for cash or as consideration for the acquisition of assets other than cash

## **12. Managing and executive directors**

- 12.1 The directors may from time to time appoint one or more of their number to any executive office including that of managing director, joint or assistant managing director, finance director or sales director, for such period on such terms and at such remuneration as they think fit and, subject to the terms of any agreement made between the director and the Company, may revoke such appointment but (subject to any right to treat such determination as a breach of contract) his appointment shall be subject to determination if he ceases for any cause to be a director of the Company

12.2 The directors may confer on a director so appointed to an executive office any of the powers exercisable by them as directors on such terms and conditions and with such restrictions as they think fit, and either concurrently with or to the exclusion of their own powers, and may from time to time revoke or vary all or any of such powers

### **13. Reserves**

The directors may set aside out of the profits of the Company (whether realised or unrealised) and carry to any reserves such amounts as they think expedient and the sums represented by such amounts may be either employed in the business of the Company or deposited with any financial institution or invested in such investments or other assets as the directors may from time to time determine

### **14. Notices**

Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly

### **15. Indemnity**

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; of (b) in

connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company

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NAMES AND ADDRESSES OF SUBSCRIBERS

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DAWN CHRISTINE HARRISON  
72 King Street  
Maidstone  
Kent  
ME14 1BL

DAWN C HARRISON

ROBERT NIGEL JAMES COOMBE  
Chequers Farm  
Denne Manor Lane  
Shottenden  
Near Canterbury  
Kent CT4 8JJ

R N J COOMBE

DATED this 20<sup>th</sup> day of January 2000

WITNESS to the above signatures: S CHALLINOR  
WHITEHEAD MONCKTON  
72 King Street Maidstone  
Kent ME14 1BL  
(Trainee Solicitor)