

Company number 01705359

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

COURIER FACILITIES LIMITED (the "Company")

23 December 2015

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

SPECIAL RESOLUTION

1 Amendment of articles

- 1.1 THAT, pursuant to section 21 of the Companies Act 2006, the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution of 23 December 2015, hereby irrevocably agrees to the Resolution

Signed by [NAME OF INDIVIDUAL]

On behalf of

Date

T. Jones TIM JONES
OVERSEAS COURIER SERVICE (LONDON) LTD
18th JANUARY 2016

NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods.

FRIDAY



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COMPANIES HOUSE

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Signed by [NAME OF INDIVIDUAL]

On behalf of

Date


ACP WORLDWIDE LIMITED
11JAN2016

ROD A ENTWISTLE

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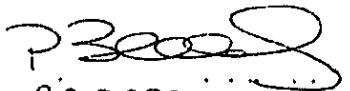
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The undersigned, a person entitled to vote on the Resolution of 23 December 2015, hereby irrevocably agrees to the Resolution

Signed by [NAME OF INDIVIDUAL]

On behalf of

Date


BRIDGES WORLDWIDE PLC
24/12/2015

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Signed by [NAME OF INDIVIDUAL]

On behalf of

Date


DHL
18/01/16

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The undersigned, a person entitled to vote on the Resolution of 23 December 2015, hereby irrevocably agrees to the Resolution

Signed by [NAME OF INDIVIDUAL]

On behalf of

Date

 JAMES KELLY
CROSSFLIGHT LTD
15 JANUARY 2016.

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Signed by [NAME OF INDIVIDUAL]

On behalf of:

Date:


.....
URS
19/01/2016

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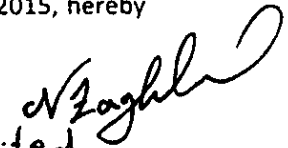
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Signed by [NAME OF INDIVIDUAL]

On behalf of

Date

NABIL ZAGHLoul 
Ararat (UK) Limited
13.1.2016

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The undersigned, a person entitled to vote on the Resolution of 23 December 2015, hereby irrevocably agrees to the Resolution:

Signed by **IAN DE SOUSA**
(NAME OF INDIVIDUAL)
On behalf of **VIRGIN ATLANTIC**
Date **AIRWAYS LIMITED**
13th January 2016

[Signature]

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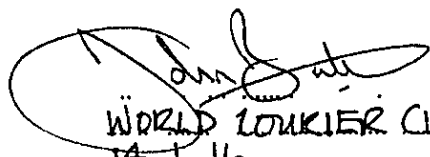
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Signed by [NAME OF INDIVIDUAL]

On behalf of.

Date


WORLD LOUKIER (UK) LIMITED
14.1.16

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Signed by [NAME OF INDIVIDUAL]

On behalf of:

Date

SSM *SS Meadows*
TNT Int.
12.11.2016

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On behalf of

Date

 M. WARE
~~FEDER EXPRESS~~ ...
22/12/2015 ...

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ARTICLES OF ASSOCIATION
COURIER FACILITIES LIMITED
COMPANY NO. 1705359

SEPTEMBER 2015

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

COURIER FACILITIES LIMITED

(Adopted by special resolution passed on 18 January 2016)

INTRODUCTION

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles

Act: means the Companies Act 2006

Appointor: has the meaning given in article 12.1

Articles: means the company's articles of association for the time being in force

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business

Conflict: has the meaning given in article 8.1

Controlling Interest: means the holding by one person or group of a majority of the stock of a Member, giving the holder a means of exercising control

Day-to-day Business: means company business happening regularly in the normal course of company business operations. A non-exhaustive list of such company business to be circulated to the Board of Directors from time to time

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 to be counted in respect of the particular matter)

Member: the shareholder company or companies who are an authorised user of the services provided by the company and who abide with any terms and conditions to such services

Model Articles. means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*S/2008/3229*) as amended prior to the date of adoption of these Articles

- 1 2 Save as otherwise specifically provided in these Articles, 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 the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 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 6 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 7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them
- 1 9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles
- 1 10 Articles 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2)-(3), 18(e), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 11 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and

- (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

- 1 12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur" Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name"
- 1 14 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"
- 1 15 The articles shall be reviewed by the directors on a five-yearly basis and a report prepared for the Members as to the Articles' effectiveness at that point

DIRECTORS

2 METHODS OF APPOINTING DIRECTORS

- 2 1 Subject to article 2 2, each Member shall have the right, but not the obligation, to appoint a representative to act as a director of the company
- 2 2 The directors, by majority decision, reserve the right to refuse to appoint as a director any representative suggested by a Member on the basis that such representative is not deemed to be either appropriate or suitably skilled to act as a director of the company

3 UNANIMOUS DECISIONS

- 3 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 3 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing

- 3 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

4 CALLING A DIRECTORS' MEETING

- 4 1 Any director may call a directors' meeting by giving not less than 2 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

- 4 2 Notice of a directors' meeting shall be given to each director in writing

5 QUORUM FOR DIRECTORS' MEETINGS

- 5 1 Subject to article 5 3, the quorum for the transaction of Day-to-day Business at a meeting of directors is any three eligible directors

- 5 2 Subject to article 5 3, the quorum for the transaction of any company business not considered to be Day-to-Day Business at a meeting of directors is any six eligible directors

- 5 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

- 5 4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors

6 CASTING VOTE

- 6 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote

- 6 2 Article 6 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act 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 transaction or arrangement with the company

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- (b) shall, subject to the majority approval of the board, be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall, subject to the majority approval of the board, 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 existing or proposed transaction or arrangement in which he is interested,
- (d) 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,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- (f) 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 Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 Act

8 DIRECTORS' CONFLICTS OF INTEREST

8 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

8 2 Any authorisation under this article 8 will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director save where majority approval has been given by the board that the Interested Director should form part of the quorum, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted

8 3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

8 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

8 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

8 6 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 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 shall be liable to be avoided on such grounds

9 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

10 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than three

11 APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

12 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

12 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

12 3 The notice must

- (a) identify the proposed alternate, and
- (b) 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]

13 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

13 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

13 2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) 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

13 3 A person who is an alternate director but not a director

- (a) 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),
- (b) 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
- (c) shall not be counted as more than one director for the purposes of article 13 3

13 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

13 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

14 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) 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,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

15 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

SHARES

16 PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of

- (a) £15,000, and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company

17 TRANSFER OF SHARES

17 1 The shares of the company shall only be allocated or transferred to a person, firm or company, who at the time of such allotment or transfer shall be or become a Member and who shall comply with any such written regulations and any conditions of admission to members of the company as the company in general meeting may from time to time deem it necessary to impose. So far as is reasonably practicable the shares of the company will be held by the Members in equal amounts

17 2 Subject to article 17 1 above, the shares shall be under the control of the directors who may in their absolute discretion and without assigning any reason, decline to register any transfer of any share, whether or not it is a fully paid share, and may

require the Member to sell its shares back to the company in accordance with article 16

- 17 3 No shares may be transferred otherwise than in accordance with the following clauses of this article Any transfer made or purported to be made otherwise than in accordance with this article shall have no effect between the parties to it
- 17 4 If any Member of the company ceases to use the services provided by the company or where a Member goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an Administrative Receiver appointed or has an Administration Order made in respect of it then it shall transfer its shares in the company to the company or as the company may direct
- 17 5 The price to be paid on the transfer of every share under this article shall, unless by prior sanction by the company, given by a special resolution, be its nominal value
- 17 6 If the holder of shares or any liquidator, administrator or administrative receiver appointed in respect of a holder refuses or neglects to transfer them in accordance with this article within 28 days following a written request from or on behalf of the company so to do, one of the directors, duly nominated for that purpose by a resolution of the board shall be the attorney of such holder, with full power on its behalf and in its name to execute, complete and deliver a transfer of such shares to the company or as the company may direct and the company may give a good discharge for the purchase money and enter the name of the transferee or transferees of the said shares in the Register of Members as the holder or holders thereof

18. CHANGE IN CONTROLLING INTEREST OF A MEMBER

- 18 1 Each Member shall immediately inform the company where there is a change in the Controlling Interest of that Member
- 18 2 Where one Member acquires a Controlling Interest in another Member, the directors may at their absolute discretion require either party to sell some or all of its shares back to the company in accordance with article 16

19 ANNUAL GENERAL MEETING

- 19 1 The company shall hold an Annual General Meeting in each calendar year, the date of which to be decided by the directors

DECISION MAKING BY SHAREHOLDERS

20 POLL VOTES

- 20 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 20 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

21 PROXIES

- 21 1 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 the general meeting (or adjourned meeting) to which they relate"
- 21 2 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, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

22 MEANS OF COMMUNICATION TO BE USED

- 22 1 Any notice sent to the company must be sent to each of the managing director, chairman and company secretary from time to time in office
- 22 2 Subject to article 22 33, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- (a) if delivered by hand, on signature of a delivery receipt, or
 - (b) if sent by fax, at the time of transmission, or
 - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 00 am on the second Business Day after posting, or
 - (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied, or
 - (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and

- (f) if deemed receipt under the previous paragraphs of this article 22 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 am on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt

22 3 To prove service, it is sufficient to prove that

- (a) if delivered by hand, the notice was delivered to the correct address, or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
- (c) if sent by post [the envelope containing the notice was properly addressed, paid for and posted, or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient

23 INDEMNITY

23 1 Subject to article 23 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) 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
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) 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 Act),

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

- (b) the company may provide any relevant officer with any reasonable and relevant funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

23 2 This article 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

23 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) 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 Act)

24 INSURANCE

24 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

24 2 In this article

- (a) 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 Act), 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],
- (b) 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

25. MEMBERS PARTICIPATION IN PROFITS AND UPON WINDING UP

25 1 Notwithstanding any provision to the contrary any distribution made by the Company whether out of distributable reserves, out of capital or upon a winding up shall be distributed to the Members not in accordance with the number of shares they hold but in accordance with the following formula -

$$A \times B/C = D$$

Where -

A is the total distribution(s) to be made by the Company,

B is the turnover of the Member concerned with the Company in each of five financial years ended immediately before the date of the distribution,

C is the turnover of all the Members participating in the distribution with the Company in each of five financial years ended immediately before the date of the distribution, and,

D is the distribution due to the Member concerned (relating to the turnover in B)