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## NOTICE OF ILLEGIBLE DOCUMENTS

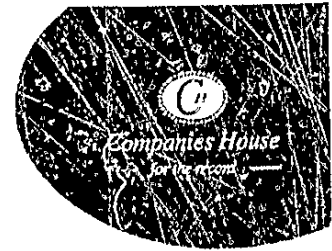
Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

### COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or ability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.



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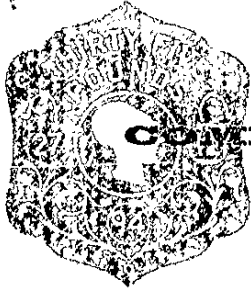
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### COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

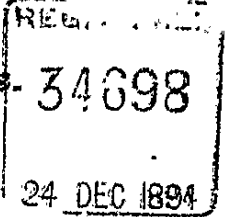
Companies House has been notified that the information on this document has been placed on the public record. This information has been placed on the public record to indicate that Companies House has verified or validated the information.

# THE STAMP ACT, 1891.

(54 & 55 VICT., CH. 39.)



COMPANY LIMITED BY SHARES.



## Statement of the Nominal Capital

of the *George Hollivcroft & Son* \_\_\_\_\_  
\_\_\_\_\_ *Company Limited,*  
pursuant to Section 112 of the Stamp Act, 1891.

NOTE.—The Stamp Duty on the Nominal Capital is Two Shillings for every £100 or fraction of £100.—See last page of this form.

This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.)

**CARTWRIGHT & RATTRAY**  
LIMITED,

Companies' Registration Agents, Printers, and Stationers,

12, BROWN STREET, MANCHESTER.

CHURCH LANE WORKS, HYDE.

presented for filing by

*Geo Tremann*

*7 New Court Carey Street  
London W.C.*



# THE NOMINAL CAPITAL

of the George Hollis & Co. Ltd.

Company Limited,

is £ 35,000, Divided into 7,000

Shares of £5 each.

Signature

*George Hollis & Co.*

Officer

*Director*

Dated the Twenty second day of

December 189 12

*This Statement should be Signed by an Officer of the Company.*

GEORGE WOOLLISCROFT & SON  
LIMITED.

---

Memorandum  
AND  
Articles of Association.

---

Registered the      day of      189

---

ADDLESHAW & WARBURTON,  
Solicitors,  
MANCHESTER.

---

James Collins & Co. Limited, Printers, 4, Southgate, Manchester, and London

GEORGE WOOLLISCROFT & SON  
LIMITED.

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Memorandum  
AND  
Articles of Association.

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Registered the       day of       189

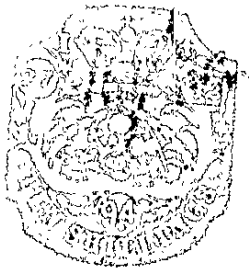
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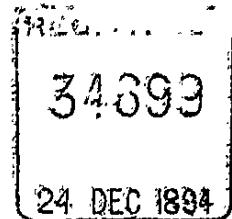
*Filed by  
Geo. Trenam  
of New Court Carey Street  
London W.E.*



THE COMPANIES ACTS, 1862 TO 1890.

COMPANY LIMITED BY SHARES.

Memorandum of Association  
OF  
GEORGE WOOLLISCROFT & SON  
LIMITED.



1. The name of the Company is "GEORGE WOOLLISCROFT AND SON LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are :—

(1.) To acquire and take over as a going concern, and afterwards carry on the trade or business of a Brick and Tile Manufacturer and Merchant, now carried on by George Woolliscroft, at Hanley, Chesterton and Etruria, in the County of Stafford, and also in Leeds and London, under the style or firm of George Woolliscroft & Son, and all or any of the assets and liabilities thereof.

(2.) To carry on all or any of the following trades or businesses, namely: Brick, Tile, Pipe and Terra Cotta Makers, Potters, Earthenware Manufacturers, Builders and Contractors, Decorators, Merchants and

*Handwritten signature and initials.*

Dealers in Tiles, Pipes, Terra Cotta Ware, Pottery, Earthenware, Hardware, and other similar articles, Colliery Proprietors, Coke Manufacturers, Miners, Smelters, and Metallurgists, in all their respective branches.

- (3.) To carry on any business relating to the winning and working of brick, tile, and other earth, and minerals, the production and working of metals, and the production, manufacture, and preparation of any other materials which may be usefully or conveniently combined with the brick, tile, pipe and terra cotta manufacturing business of the Company, or any contracts undertaken by the Company, and whether for the purpose only of such contracts, or as an independent business.
- (4.) To buy, sell, manufacture, repair, convert, alter, let on hire, and deal in metals, machinery, implements, rolling stock, and hardware of all kinds, and to undertake and execute any contracts for works involving the supply or use of bricks, tiles, pipes and terra cotta, and to carry out any ancillary or other works comprised in such contract.
- (5.) To manufacture any articles or goods for the time being dealt in or intended to be dealt in by the Company, and to carry on any other business whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the businesses above referred to, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (6.) To enter into and carry out arrangements for the purpose of having any business which this Company is authorised to carry on or in which it may for the time being be interested carried on by any other person or Company on behalf of and for the benefit of this Company, and in such name and under such



style as may be thought expedient, and to enter into any arrangements for indemnifying the person or Company by whom any such business may be so carried on against the debts, liabilities, and expenses of such business.

- (7.) To purchase, take in exchange, or on lease, rent, hire, occupy or otherwise acquire any lands, buildings and premises, machinery, plant and stock-in-trade, and any easements or other rights or interests in or with respect to any lands, buildings and premises for the purposes of the Company, and as to any land or buildings either in consideration of a gross sum or of a rent charge, or partly in one way and partly in the other, and to erect on any land purchased, leased, or otherwise acquired, or for the time being belonging to the Company, any shops, works, offices, dwelling-houses or other buildings.
- (8.) To construct, acquire, maintain, improve, develop, work, control, and manage any roads, ways, tramways, railways, branches or sidings, bridges, docks, canals, reservoirs, watercourses, waterworks, manufactories, gas works, electric works, depôts, warehouses, wharves, shops, stores, and other works and conveniences calculated directly or indirectly to advance the interests of the Company, and to subsidise, contribute to, or otherwise take part or assist therein.
- (9.) To manage, sell, exchange, lease, underlease, surrender, or otherwise deal with and dispose of all or any part of the real or personal property and effects for the time being of the Company, in such manner, on such terms, and for such purposes as the Company think fit, and as to any sale of land or buildings either in consideration of a gross sum or of a rent charge, or partly in one way and partly in the other.
- (10.) To sell, dispose of, or transfer the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for

shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.

- (11.) To borrow or raise money by the issue of, or upon bonds, debentures, debenture stock, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, or of its uncalled capital, or in such other manner or upon such terms as the Company shall think fit, and to confer upon any incumbrancer or any trustee for an incumbrancer of uncalled capital such powers of making and enforcing calls as the Company may think fit.
- (12.) To give to any debenture holder or debenture holders or other creditor or creditors of the Company, or to any trustee or trustees for him or them, power to appoint and from time to time re-appoint any Director or Directors of the Company.
- (13.) To draw, make, accept, endorse and discount, and negotiate promissory notes, bills of exchange, and other negotiable instruments.
- (14.) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock, or other securities of, or for negotiating any advance or loan to the Company.
- (15.) To issue any shares of the Company as fully or partly paid up in consideration of any property acquired by or services rendered to the Company, or for any other reason whatsoever.
- (16.) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any other company or person possessed of property suitable for the purposes of this Company or carrying on business, the objects of which shall be altogether

or in part similar to those of this Company, and to conduct and develop or wind up and liquidate such business.

- (17.) To purchase or otherwise acquire, work, sell, grant licenses to use or otherwise dispose of or deal with any patent or patent rights or inventions, or secret processes, or any licence or licenses to use any patent, invention, or process, which may be considered desirable for the interests of the Company.
- (18.) To amalgamate with, and take, or otherwise acquire, and hold or sell shares and stock in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to advance money with or without security to individuals, private firms, public companies public bodies, and others giving or likely to give orders to or having business dealings with the Company.
- (19.) To invest the money of the Company not immediately required, upon such securities or in such manner as may from time to time be determined.
- (20.) To subscribe to or become a member of, or join in establishing any association or Company formed for the purpose of insuring the property of the members thereof against fire or explosion.
- (21.) To aid in the establishment and support of associations for the benefit of the Company as employers of persons employed by or having dealings with the Company.
- (22.) To effect insurances with any insurance company for the purpose of indemnifying the Company in respect of claims by reason of any accident to any servant or servants of the Company in the course of his or their employment by the Company, and to pay premiums on any such insurance.

- (23.) To give to any servants or employes of the Company any share or interest in the profits of the Company's business, or any branch thereof, and for that purpose to enter into any arrangements the Company may think fit.
- (24.) To establish and support, or to aid in the establishment or support, of hospitals, infirmaries, and other charities, friendly societies, reading rooms, libraries, educational institutions or associations, whereby benefit may be derived by persons employed by, or having dealings with the Company, and to subscribe or guarantee money for any exhibition, or any public or useful purpose.
- (25.) To promote any other Company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (26.) To establish and regulate agencies at home and abroad for the purposes of the Company, and to procure the Company to be registered, incorporated, or recognised in any Colony or Foreign Country.
- (27.) To distribute any of the property of the Company among the members in specie.
- (28.) To do all or any of the above things in any part of the world, and as principals, agents, trustees, contractors, or otherwise, and by or through agents, trustees, or otherwise, and either alone or in conjunction with others.
- (29.) Generally to do all such other things as are incidental or conducive to the attainment of the aforesaid objects, or any of them, and so that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to

include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.

5. The Capital of the Company is £35,000, divided into 7,000 shares of £5 each, with power to divide the shares in the Capital for the time being into several classes, and to attach thereto respectively preferential, deferred, or special rights, privileges, or conditions.

We, the several persons whose names and addresses 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.

Names, Addresses, and Descriptions of Subscribers.	Number of Shares taken.
George Wolliscroft Hanley Staffordshire	one
James & Son Manufacturers Gray, Wolliscroft & Son 12 New Wood Lane Bridgton, Lancashire	one
Allen Buddle Wolliscroft Bridgton Staffordshire	one
Robert & Son A. B. Lizzard Hanley Staffordshire	one
Accountant Henry Todd Esquire Staffordshire	one
Foreman at Brick works John Whyma Hanley Staffordshire	one
Townman at Brick works Edmund Caswell Dorbury n. Congleton Cheshire	one
Commercial Traveller	

DATED the 22<sup>nd</sup> day of December, 1894

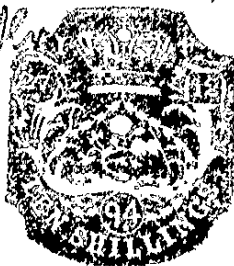
WITNESS to all the Signatures

Geo. H. Knight  
Solicitor  
Newcastle under Lyme  
Staffordshire

S/ C.R.

10/1/90

42864 CML 4/18 27/3



II

Articles of Association  
OF  
GEORGE WOOLLISCROFT & SON  
LIMITED.

REGD. NO.  
34700  
24 DEC 1894

PRELIMINARY.

1. The headnotes hereto shall not affect the construction hereof, and in these presents, unless there is something in the subject or context inconsistent therewith,

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 25 of the Companies Act, 1862.

"Month" means a calendar month.

"Special resolution" and "Extraordinary resolution" respectively have the meanings assigned thereto by the Companies Act, 1862, Sections 51 and 129.

"Board" means a meeting of directors, or, as the case may be, the directors assembled at a Board.

"In writing" means written or printed, or partly written and partly printed.

Words importing the singular shall include the plural number, and *vice versa*.

Words importing the masculine shall include the feminine gender.

Words importing persons shall include corporations *mutatis mutandis*.

2. The regulations contained in Table A in the first schedule to the Companies Act, 1862, shall not apply to the Company.

W. J.

3. The Directors may enter into any agreement they think fit for the acquisition and taking over of the business and all or any of the assets and liabilities of Mr. George Woolliscroft, of Hanley, Chesterton and Etruria, in the County of Stafford, and also of Leeds and London, Brick and Tile Manufacturer and Merchant, including the freehold and leasehold works in which such business is carried on, and may carry any such agreement into effect, and no such agreement shall be impeached or affected in any way on the ground or by reason of the fact that the said George Woolliscroft is also a Director of the Company, nor shall the said George Woolliscroft be liable to account in any way to the Company or any of the shareholders therein for any moneys or benefits which he may receive under or by virtue of any agreement so entered into.

4. No part of the funds of the Company shall be employed in the purchase of, or in loans on shares of the Company.

5. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times as the Directors think fit.

6. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

7. Each share in the capital shall be distinguished by its appropriate number, and the Company shall cause to be kept in one or more books a register of its members, and there shall be entered therein the particulars mentioned in Section 25 of the Companies Act, 1862.

8. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

9. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accord-



ingly shall not be bound to recognise any equitable or other claim to or interest in such share on the part of any other person save as herein provided.

10. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend, instalment of dividend, bonus, or other moneys payable in respect of such share.

11. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

12. No person shall be recognised by the Company as being entitled to any fractional part of a share, nor otherwise than as the sole or joint holder of the entirety of such share.

#### CERTIFICATES.

13. Share Certificates, of one or more share or shares each, shall be signed by two Directors and the Secretary, and shall be admitted in all courts as *prima facie* evidence of title to the share or shares therein specified, and shall be under the Seal of the Company.

14. Every member shall be entitled, without payment, to one certificate specifying the shares held by him, but in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. The certificate of any share which may be issued under special conditions shall indicate such conditions.

15. If such certificate become worn out or be lost it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out on delivery up of the old certificate, and in case of loss on execution of such indemnity (if any), and in either case on payment to the Company of two shillings and sixpence, or such less sum as the Board may prescribe.

16. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon respectively.

#### LIEN ON SHARES.

17. The Company shall have a first and paramount lien upon all the shares registered in the name of every member (whether solely or jointly with others), and also on all dividends declared in respect thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the time for the payment, or fulfilment, or discharge thereof shall have actually arrived or not, but unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

18. Such lien may be made available by a sale of all or any of the shares subject to it, and such sale may be made in such manner as the Board may think fit, but no sale shall be made until such time as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives, and default shall have been made by him or them in payment, fulfilment, or discharge of such debts, liabilities, or engagements for twenty-one days after such notice.

19. The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the balance (if any) paid to such member or his representatives.

20. Upon any such sale as aforesaid, the Directors may enter the purchaser's name in the Register as the holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in the proceedings, or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

## CALLS.

21. The Board may, from time to time, subject to any special conditions affecting any share or shares, make such calls in respect of the shares as the Board may think fit, providing that fourteen days' notice, at least, specifying the time and place for payment and to whom such call is to be paid, be given of each call, and that no call shall exceed the sum of £3 per share; and each member shall be liable to pay the amount of calls so made to the Company or person, and at the time and place, or times and places appointed by the Board. A call may be made payable by instalments.

22. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.

23. If the call payable in respect of any share be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at the rate of £10 per cent. per annum, or such less rate as the Board may from time to time determine, from the day appointed for the payment thereof to the time of the actual payment, and shall lose all right to transfer the share, and to receive any dividend, instalment of dividend, or bonus upon the share during the time such call is in arrear, and the Company may sue any such defaulting member for the amount of calls unpaid, with interest thereon as aforesaid.

24. Any sum, which by the terms of allotment of a share is made payable upon allotment, or at any fixed date, shall, for all the purposes of these articles, be deemed to be a call duly made, and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of these articles, shall apply as if the same were a call duly made and notified as hereby provided.

25. The Board may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys unpaid upon the share or shares held by him over and above the sums actually called up, and the Board shall pay

dividends upon the moneys so paid in advance, or upon so much thereof as from time to time exceeds the amount of calls then made and due upon the shares in respect of which such advance has been made, in addition to the dividend payable on such part of the share as is actually called up, and at the same rate, provided that if the Board think fit they may pay interest (at such rate as they think fit and agree with the member) upon any such moneys received in advance of calls, such interest to be in lieu of dividend on such moneys so received in advance, but so that no such interest shall be paid except out of profits.

#### FORFEITURE OF SHARES.

26. If any member fail to pay all or any part of any call or instalment on or before the day appointed for the payment thereof, the Board may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on him requiring him to pay such call or instalment together with interest and any expenses that may have accrued or been incurred by reason of such non-payment.

27. Such notice shall name a further day (not being less than fourteen days from the date of the notice) and a place or places on which and where such call or instalment and all interest and expenses that have accrued or been incurred by reason of such non-payment are to be paid, and the notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment was made will be liable to be forfeited.

28. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter before payment of all calls, instalments, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

29. When shares are so declared to be forfeited, notice of the forfeiture shall be given to the holder of the same, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register.

30. Any shares so forfeited shall thereupon become the property of the Company, and may be sold, re-allotted, or otherwise disposed of for the benefit of the Company as the Board may think expedient.

31. The forfeiture of a share shall involve the extinction of all claims and demands against the Company in respect of such share *ab initio*.

32. The Board may, in their absolute discretion, remit the forfeiture of shares, either wholly or partially, and upon such terms as they think proper.

33. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls owing upon such shares at the time of the forfeiture, and interest (if any) thereon, first deducting the amount of dividends (if any) then due thereon, but if the Company enforce the provisions of this regulation, it shall be lawful for but not obligatory upon them further to allow to the member as against the amount of such call and interest thereon, and any expenses that may have been incurred, the market value of the shares at the time of forfeiture or any less sum.

34. A statutory declaration in writing that the call in respect of a share was made and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was made by resolution of the Board to that effect, shall be sufficient evidence of the facts therein stated as against all persons who would have been entitled to such share but for such forfeiture, and such declaration and the receipt of the Company for the price of such share, shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to the purchaser.

35. Upon the delivery to him of such certificate, such purchaser shall become the absolute owner of such share discharged from all calls due prior to such purchase, and from all equities (if any) of the prior holder, and shall not be bound to see to the application of the purchase money, nor shall his

title to such share be affected by any irregularity of the proceedings in reference to such forfeiture or sale.

#### RESTRICTION ON TRANSFER OF SHARES.

36. During the life of the said George Woolliscroft, if he shall so long remain a member of the Company, no member (other than himself) shall transfer any share unless he shall have first offered to sell the same to the said George Woolliscroft at a price equal to the nominal amount paid up or treated as paid up thereon, and the said George Woolliscroft shall, for a period of 28 days after such offer is made, have failed to accept the same. Such offer shall be made in writing and shall be sent through the ordinary post, addressed to the said George Woolliscroft at his last known place of abode in England or at his registered address, and shall when so posted be deemed to have been delivered at the time of posting. An acceptance of any such offer shall be made by the said George Woolliscroft in writing and shall be sent through the ordinary post to the person making the offer at the address given in such offer. The said George Woolliscroft shall pay the price of any such share offered to and accepted by him within 10 days after such acceptance, and thereupon the person making the offer shall execute a proper transfer of such share to the said George Woolliscroft or as he may direct. Subject and without prejudice to the foregoing portion of this Article, and so that no notice under Article 37 shall be given until the expiration of the said period of 28 days unless the said George Woolliscroft shall previously have given or sent through the ordinary post to the person making the offer a notice in writing declining the same, and notwithstanding any failure on the part of the said George Woolliscroft to accept any such offer as aforesaid, the following provisions in relation to the transfer of shares in the Company shall have effect both during the membership of the said George Woolliscroft, and afterwards (that is to say)

36a. No share shall, save as provided by any of the subsequent Articles inserted under the present heading, be transferred to any person other than the said George

Woolliscroft so long as he (whilst he is a member) or any other member is willing to purchase the same at a price to be fixed as hereinafter provided.

37. In order to ascertain whether the said George Woolliscroft, or any other member is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the price he fixes, and shall constitute the Company his agent for the sale of the share to the said George Woolliscroft (whilst a member) or to any other member of the Company at that price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

38. If the Company shall, within the space of 28 days after being served with such notice, find a member willing to purchase the share (hereinafter called the purchasing member), and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the price so fixed to transfer the share to the purchasing member.

39. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

40. If the Company shall not, within the space of 28 days after being served with the transfer notice, find a member willing to purchase the share, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to the provisions hereinafter contained, to sell and transfer the share (or the shares not

placed) to any person, but so that the price paid shall not be less than the price fixed by the proposing transferor in the transfer notice. Before passing any transfer under this clause, the Directors may require the transferor and transferee respectively to make a statutory declaration pursuant to the Statutory Declarations Act, 1835, that the consideration mentioned in the transfer is the true consideration paid by the transferee for the transfer of the share, and is not subject to any deduction or rebate. When the proposing transferor cannot find a purchaser at the price so fixed he may give a fresh transfer notice.

41. During the life of the said George Woolliscroft, if he shall so long remain a member of the Company, he shall, for seven days after the receipt by the Company of any such notice as aforesaid, have the first option of becoming the purchaser of the share or shares comprised in such notice at the price aforesaid. Subject and without prejudice to the foregoing portion of this article, the Company in general meeting may make and from time to time vary rules as to the mode in which any shares specified in any notice served on the Company pursuant to the provisions in that behalf hereinbefore contained shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, all such shares shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of the shares to which the member is entitled, and the price thereof, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may offer the same to such other members or member of the Company as they think fit.

42. Whilst the said George Woolliscroft remains a member, any share for the time being held by him may be transferred by him to any person he thinks fit, and any share may be transferred by a member to any son, or daughter, or grandson, or grand-



daughter, or son-in-law, or wife, or husband of such member, and any share of a deceased member may be transferred by his executors or administrators into their own names, or to any son, or grandson, daughter, or granddaughter, or son-in-law, widow, or widower, of such deceased member, and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will, and Articles 36 and 36a hereof shall not apply to any such transfer, but the present Article shall take effect subject to the provisions hereinafter contained.

43. The Board may refuse to register any transfer of a share (a) where the Company has a lien on the share, or (b) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to membership. But paragraph (b) of this clause shall not apply where the proposed transferee is already a member holding more than 50 shares, nor to a transfer made pursuant to the last preceding clause hereof.

#### TRANSFER AND TRANSMISSION.

44. The instrument of transfer of any share shall be in writing in the following form or as near thereto as circumstances will admit :—

" I                      A.                      B.                      of  
 " in consideration of the sum of  
 " paid to me by C. D. of  
 " hereby transfer to the said C. D.                      shares  
 " numbered                      standing in  
 " my name in the undertaking called GEORGE WOOLLS-  
 " CROFT & SON LIMITED. To hold unto the said C. D.,  
 " his executors, administrators, and assigns, subject to  
 " the several conditions on which I hold the same at  
 " the time of the execution hereof. And I, the said C. D.,  
 " hereby agree to take the said shares subject to the same  
 " conditions.

" As witness our hands and seals the  
 " day of                      18                      .

" A.                      B "                      (L.S.)  
 " C.                      D."                      (L.S.)

But the Board may, if they think fit, register a transfer in any other form.

45. The instrument of transfer shall be signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

46. Before registration of any transfer, the instrument of transfer, duly stamped, shall be left at the office of the Company, together with the certificate of the shares to be transferred, and such other evidence as the Board may require to prove the title of the transferor, and the instrument of transfer shall thenceforward be kept by the Company.

47. There shall be paid in respect of the registration of every transfer or transmission of shares such sum, not exceeding five shillings, as the Board shall from time to time prescribe.

48. The Transfer Book and Register of Members may be closed during the seven days immediately preceding the Ordinary General Meeting in each year, and for seven days thereafter.

49. The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to his shares.

50. Any person becoming entitled to a share in consequence of the death, bankruptcy, or insolvency of any member, may, with the consent of the Board (which they shall not be under any obligation to give), and upon producing such evidence as the Board may think sufficient, be registered as the holder of such share, or may (subject to the regulations as to transfers hereinbefore contained), transfer such share, and this article is hereinafter referred to as "the transmission clause."

51. In case of the death of any one or more of the joint holders of any registered share, the survivors or survivor shall be the only persons or person recognised by the Company as having any title to or interest in such share.

#### INCREASE AND REDUCTION OF CAPITAL

52. The Company may, from time to time, by extraordinary resolution, divide the shares in the capital of the

Company for the time being into several classes, or may increase the capital by the creation of new shares of such amount as may be deemed expedient, and notwithstanding that all the shares for the time being authorised shall not have been issued.

53. The unissued shares of any such class or the new shares (as the case may be) may be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the meeting resolving upon the division of the shares into classes or the creation of new shares shall direct, and if no direction be given as the Board shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and in the case of new shares with a special or without any right of voting.

54. The Company in general meeting may, before the issue of the shares of any such class or of any new shares (as the case may be) determine that the same, or any of them, shall be offered in the first instance to all the then members in proportion to the amount of capital held by them, or make any other provisions as to the issue and allotment of such shares respectively, and in default of any such determination or so far as the same shall not extend, such shares shall be dealt with as if they formed part of the shares in the original capital.

55. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered as part of the original capital, and as consisting of ordinary shares, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, or otherwise.

56. The Company may from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost, or is unrepresented by available assets, or reducing the liability on the shares, or otherwise as may be expedient, and capital may be paid off upon the footing that it may be called up again or otherwise.

57. The Company may also sub-divide or consolidate its shares or any of them.

58. The special resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division, one of such shares shall have any preference over the other or others, and that the profits applicable to the payment of dividends thereon shall be appropriated accordingly.

#### ALTERATIONS IN THE RIGHTS OF DIFFERENT CLASSES OF SHAREHOLDERS.

59. Whilst the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution of the Company in favour of which the holders of two-thirds in nominal value of the shares of that class vote.

#### GENERAL MEETINGS.

60. The first General Meeting of the Company shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such place as the Board may determine.

61. Subsequent General Meetings shall be held yearly on such day in the month of May, and at such times and places as may respectively be determined by the Board.

62. The above general meetings shall be called ordinary general meetings, and all other meetings shall be called extraordinary general meetings.

63. The Board may, whenever they think fit, and they shall upon a requisition made in writing by any number of members collectively holding not less than one-tenth of the shares of the Company for the time being issued, convene an extraordinary general meeting, and any requisition so made by members shall express the object of the meeting proposed to be called, and shall be left at the office of the Company addressed to the Secretary.

64. Upon the receipt of any such requisition the Board shall forthwith proceed to convene an extraordinary general meeting, and if they neglect to do so for twenty-one days from the time of the requisition being so left, the requisitionists or any other members holding shares to the amount aforesaid may themselves convene the meeting.

65. Seven days notice, at the least, specifying the place, the day, and the hour of meetings of the Company, and in case of special business, the general nature of such business, shall be given by notice sent to the registered address of every member whose registered address is in the United Kingdom, or in such other manner (if any) as may be prescribed by the Company in general meeting, but the non-receipt of such notice by any member shall not invalidate the proceedings at any meeting. With the consent in writing of all the members for the time being, a general meeting may be convened on a shorter notice than seven days, and in any manner they think fit.

66. Every notice shall be signed by the Secretary of the Company for the time being, or by such other officer or person as the Board shall appoint for that purpose, except in the case of a meeting convened by members in accordance with these Articles, in which case the notice shall be signed by the members convening the same.

#### PROCEEDINGS AT GENERAL MEETINGS.

67. All business transacted at an extraordinary general meeting, and all business transacted at an ordinary general meeting, with the exception of sanctioning a dividend and the consideration of the accounts, balance sheets, and the ordinary reports of the Board and Auditors respectively, and the election or re-election of Directors and Auditors, and the fixing of their remuneration, shall be deemed special.

68. Except as otherwise provided by these Articles, no business shall be transacted at any meeting of the Company, except the sanctioning of a dividend, unless three members be present at the time when the meeting proceeds to business.

69. If within thirty minutes from the time appointed for the meeting three members be not present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same hour and place, or to such other day within fourteen days thereafter, and to such hour and place as by the members present shall be determined.

70. At any adjourned meeting of the Company, the members present, whatever their number, or the amount of shares held by them, shall have power to decide upon all the matters which could have properly been disposed of at the meeting from which the adjournment took place, if a sufficient number of members had been present thereat.

71. The Chairman (if any) of the Board shall preside as chairman at every meeting of the Company. If there is no Chairman of the Board, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the same, or if he shall be unwilling to act as chairman of the meeting, the Directors present shall choose some one of their number to be chairman. In the event of there being no Director present, or in case of the refusal to act of all the Directors who are present, then the members present shall choose one of their own number to be chairman of such meeting.

72. The chairman may, upon the resolution of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

73. If any meeting of the Company shall be adjourned for more than fourteen days, seven days' notice of the adjourned meeting shall be given to the members in the same manner as notice is directed to be given of the original meeting.

74. No poll shall be demanded on the appointment of a chairman or on a question of adjournment.

75. At any meeting of the Company, unless a poll be demanded by any member, a declaration by the chairman that a resolution has been carried or rejected, and an entry to that effect in the book of the proceedings of the Company purporting to be signed by the Chairman, shall be sufficient evidence of the passing or rejection of such resolution without proof of the number or proportion of the votes recorded in favour of or against such resolution.

76. In case of an equality of votes of the members present at any meeting of the Company, or on a poll, the Chairman shall have a casting vote in addition to his original votes as a member.

77. If a poll be demanded by any member it shall be taken accordingly, and in such manner and at such time or times as the Chairman directs, and he shall have power to adjourn the meeting for a reasonable time for the purpose of taking such poll, and the result of such poll shall be deemed to be the resolution of the Company. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS.

78. No member shall be entitled to sign a requisition for or to vote or take part in the proceedings of any meeting of the Company, whilst any call or sum shall be due and payable to the Company in respect of any of the shares of such member.

79. On a show of hands every member shall have one vote only. In case of a poll every member shall have one vote for every share held by him.

80. Any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before the time of holding the meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, or that the Directors shall previously to such meeting have admitted his right to vote thereat in respect of such shares.

81. If two or more persons are jointly entitled to a share, the person whose name stands first in the register of members as one of the holders of such share shall alone be entitled to vote in respect of the same.

82. A member personally present at any meeting of the Company may decline to vote on any question, but shall not by so declining be deemed absent from the meeting.

83. Votes may be given either personally or by proxy, but every proxy shall be appointed in writing under the hand of the appointor, or if such appointor be a Corporation, under their common seal.

84. No person shall be appointed a proxy who is not a member and entitled to vote. The instrument appointing a proxy shall be deposited at the office at least forty-eight hours before the time fixed for holding the meeting at which such member proposes to vote, and no instrument appointing a proxy shall be valid after the expiration of one month from the date of its execution.

85. Every instrument of proxy may be in the form or to the effect following :—

GEORGE WOOLLISCROFT AND SON LIMITED.

"I, A. B., of \_\_\_\_\_ a member of the above Company, hereby appoint C. D., of \_\_\_\_\_ also a member of the same Company, or failing him, E. F., of \_\_\_\_\_ also a member of the same Company, to be my proxy at the ordinary (or extraordinary or adjourned) meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_ and at any adjournment thereof, and to vote for me and in my name upon all questions before such meeting.

"As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_."

Or in such other form as the Directors shall from time to time prescribe or allow.

#### DIRECTORS AND OTHER OFFICERS.

86. Until otherwise determined by the Company in general meeting, and subject to the provisions of clause 88



hereof, the number of Directors shall not exceed five nor be less than two.

87. The first Directors shall be

Mr. GEORGE WOOLISCROFT.

„ JOHN HALL KNIGHT.

„ ALBERT E. BLIZZARD.

„ HENRY TODD.

The Directors shall have power from time to time and at any time to appoint any other persons to be Directors but so that the total number of Directors shall not by such appointment be made to exceed the maximum number fixed as above.

88. The Company or the Directors on its behalf, may contract with any debenture holders or other creditors of the Company, or any trustee for them, that the said debenture holders or creditors, or any trustee for them, shall have a right to appoint a Director or Directors of the Company, and from time to time to remove any Director or Directors so appointed, and appoint another or others in his or their place (whether the vacancy occur through removal, death, or otherwise), and may contract also that any Director or Directors so appointed shall not be liable to retirement by rotation, or be removable by the Company, and in the event of any such contract being made, the same shall be binding upon the Company and its members, and a Director or Directors may be appointed in pursuance thereof notwithstanding that the effect of the appointment may be to raise the number of the Directors above the maximum number fixed as above.

89. Each Director shall be paid out of the funds of the Company, by way of remuneration for his services, such sum as may be agreed upon between him and the Company, and, in default of such agreement, as the Company in General Meeting may from time to time determine.

90. The continuing Directors may act notwithstanding any vacancy in their body.

91. The office of a Director shall be vacated :—

(a) If he become bankrupt, or suspend payment, or compound with his creditors, or have a receiving

order made against him, or be convicted of a felony or misdemeanour.

(b) If he become a lunatic or of unsound mind.

(c) If he shall have absented himself (such absence not being absence with leave or on the affairs of the Company) from meetings of the Board for six months in succession, and the Directors shall have resolved that his office shall be vacated.

(d) If he resign his office in writing.

But the disqualifying conditions or any of them may be dispensed with by a resolution of a General Meeting, or by any contract made pursuant to clause 88 hereof.

92. A Director may hold any other office under the Company, except that of Auditor, in conjunction with the office of Director.

93. Notwithstanding any rule of law or equity to the contrary, no contract or business or arrangement entered into on behalf of the Company with any Director or any other Company of which he is a member, or in which contract, business, or arrangement he is in any way interested shall be avoided, by reason only of his holding such office or membership or being so interested, nor shall any Director be liable to account to the Company for any profit realized by any such contract or business or other arrangement, by reason only of such Director holding that office or membership, or being so interested, or of the fiduciary relation thereby established, but full disclosure, where necessary, must be made by such Director at the meeting of the Directors at which the contract, business, or arrangement aforesaid is determined on, and no such Director shall vote as between the Company and himself in respect of any such contract, or business, or other arrangement in which he shall be interested otherwise than as a member of the Company. and if he do so vote his vote shall not be counted, but this prohibition may be suspended wholly or partially by a general meeting of the Company, and shall not apply to any agreement which by clause 3 hereof the Directors are authorized to enter into or to any matters arising thereout, or to any agreement with reference to

the appointment of the said George Woolliscroft to be a Managing Director of the Company's business or any department thereof, or to his remuneration as such Managing Director, or to the remuneration to be paid to him for his services as an ordinary Director.

94. The Directors shall be repaid all travelling and other expenses incurred by them when engaged in the business of the Company.

#### ROTATION OF DIRECTORS.

95. The said George Woolliscroft shall not, so long as he holds 1000 shares in the Company, be subject to retirement by rotation or removal, and neither he nor any other Director for the time being exempted from retirement by rotation, shall be taken into account in determining the rotation of retirement of Directors.

96. Subject to the last preceding clause, and to the terms of any contract made pursuant to clause 88 hereof, and to the provisions hereinafter contained with reference to a Managing Director or Managing Directors, the following provisions shall have effect, that is to say: At the Ordinary General Meeting to be held in the month of May, in the year 1896, and every subsequent year, one-third of the Directors, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third shall retire from office. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

97. The Directors to retire on each occasion shall be the Directors who have been longest in office. As between Directors of equal seniority the Directors to retire shall (unless such Directors of equal seniority shall agree among themselves) be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment, where he has previously vacated office. A retiring Director shall be eligible for re-election.

98. The Company at any General Meeting at which any Directors retire in manner aforesaid, shall fill up the vacated

offices by electing a like number of persons to be Directors, and without notice in that behalf may fill up any other vacancies.

99. If at any General Meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up shall, if willing, continue in office until the Ordinary General Meeting to be held in the month of May in the next succeeding year, and so on from time to time until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

100. The Company in General Meeting may from time to time increase or reduce the number of Directors, and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

101. The Company may, by Extraordinary Resolution, remove any Director before the expiration of his period of office, and appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

102. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

103. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he or some other member intending to propose him has, at least seven clear days before the meeting, left at the office of the Company a notice in writing, duly signed, signifying his candidature for the office, or the intention of such member to propose him.

#### MANAGING DIRECTORS AND OTHER OFFICERS.

104. The Board may, from time to time, appoint one or more of their body to be Managing Director, or Managing Directors of the Company, either for a fixed term, or without

any limitation as to the period for which he or they is or are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

105. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director, from any cause, shall, *ipso facto*, and immediately, cease to be a Managing Director. A Managing Director may, either by provision made by the Company, or if no such provision is made, then by agreement with the Directors, be remunerated by way of salary or commission, or participation in profits, or by all or any of these modes in lieu of or in addition to remuneration by a fixed salary.

106. The Directors may, from time to time, entrust to and confer upon the Managing Director or Managing Directors for the time being, such of the powers exercisable under these presents by the Directors, or by the Board, as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

107. The Company may have managers, secretaries, solicitors, engineers, architects, bankers, trustees, and such other officers as the Board may, from time to time, deem it necessary to appoint.

108. All officers, clerks, and servants of the Company (except the auditors or as otherwise herein appears) shall be appointed, and may be from time to time removed by the

Board, and the Board shall determine, and may from time to time alter and vary the powers, duties, and remuneration of officers, clerks, and servants of the Company.

#### PROCEEDINGS OF DIRECTORS.

109. The ordinary meetings of the Board shall be held at the office of the Company, or at such other place as the Board may from time to time appoint.

110. The Board may meet for the despatch of business at such times as they think fit, and make such regulations as they think proper for the summoning and holding of their meetings, and for the transaction of business thereat. Any Director may at any time summon a special meeting of the Board by giving two days' notice of such meeting. Two Directors shall be the quorum necessary for the transaction of business at any of its meetings. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not within the United Kingdom.

111. Questions arising at any meeting of the Board shall be decided by the majority of votes, and in cases of an equality of votes the presiding Chairman shall have a second or casting vote.

112. The said George Woolliscroft shall be Chairman of the Board so long as he remains a Director, and is willing to act. Subject as aforesaid, the Board may from time to time elect any Director to be Chairman of their meetings, and determine the period for which he is to hold office, but if no chairman has been or shall be elected or appointed, or if at any meeting the Chairman is not present within fifteen minutes of the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

113. A meeting of the Directors for the time being at which a quorum is present, shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Directors generally.

114. The Board may delegate any of their powers to committees consisting of such members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Board. The Chairman of the Board shall be an *ex-officio* member of all committees.

115. A committee may elect a Chairman of their meetings. If no Chairman be elected or appointed, or if he be not present within five minutes of the time appointed for holding the meeting, the members of the committee present shall choose one of their number to be the Chairman of such meeting.

116. A committee may meet and adjourn as they may think proper.

117. All acts done by the Board or any committee of the Board, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director, committee, or person acting as aforesaid, or that they were or any of them was disqualified, be as valid as if every such Director, committee, or person had been duly appointed, and every person acting as a Director was qualified to be a Director. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

#### MINUTES.

118. The Board shall cause minutes to be made in books provided for the purpose of the following matters, viz :—

- (a) Of all the appointments of officers made by the Board and of the salary or remuneration of such officers.
- (b) Of the names of the Directors present at every meeting of the Board, and of the members of Committees appointed by the Board present at every meeting of the Committees respectively.
- (c) Of the proceedings of all the meetings of the Board and of Committees appointed by the Board, and all meetings of the Company

119. The minutes of the proceedings of any and every such meeting, if signed by the person purporting to be the Chairman of the respective meetings, or of the meeting at which the respective minutes were declared to be correctly recorded, shall be sufficient evidence of such proceedings without further proof of the facts stated in such minutes.

#### POWERS OF DIRECTORS.

120. The business and objects of the Company shall be managed and carried out by the Board, who may act, in relation thereto, in such manner as in their judgment and discretion they may think most expedient, and may exercise in all respects all such powers, and do all such acts and things as are not by the statutes or these articles directed or required to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the statutes and of these articles, and subject also to such regulations as may be from time to time prescribed by the Company in general meeting; but no regulations made by the Company in general meeting shall invalidate any prior act of the Board, which would have been valid if such regulations had not been made.

121. Without prejudice to the general powers conferred by the last preceding Clause, and the other powers conferred by these Articles, it is hereby expressly declared that the Directors may, without any further authority from the members, do all or any of the following things in the name and on behalf of the Company, that is to say—

- (a) They may pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company.
- (b) They may adopt such measures as they may deem expedient by building or otherwise for developing or improving or realising real or personal property of the Company, and for this purpose they may employ such architects, surveyors, builders, agents, managers, overlookers, and servants, and purchase or hire all such land, buildings, offices, workshops,



and other conveniences, as they from time to time may deem expedient, and pay and allow out of the Company's funds to the persons so employed such salaries, commissions, or other remuneration as the Board think reasonable.

- (c) They may manage, maintain, improve, let, demise, mortgage, sell, grant licenses to use, exchange, surrender, or otherwise dispose of, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit, any of the real or personal property of the Company already or hereafter to be acquired, and in particular may accept payment or satisfaction for any property so disposed of in fully paid up or other shares or debentures of any other Company, or partly in cash and partly in such shares or debentures, or accept royalties or deferred payments or any present or deferred consideration of any kind as the Board deem expedient.
- (d) They may appoint such managers, officers, clerks, and servants, either for permanent, temporary, or special services, as they may from time to time deem expedient for carrying on the business of the Company, and may determine the duties and powers of such managers, officers, clerks, and servants, and fix their salaries and emoluments, and either with or without a commission on or share of profits, and require security in such amount as they may think reasonable to be given for the discharge of the duties of any manager, officer, clerk, or servant, or may wholly or in part dispense with such security, and also may remove or suspend any manager, officer, clerk, or servant for such reasons as they may deem sufficient.
- (e) They may adopt, enter into, and carry into effect any contract or contracts with such person or persons or body corporate as they may deem expedient for the purchase or acquisition or the

sale or disposal of any property, or any lease or the goodwill of any business, or any interest in any business or property, or in relation to any other matter connected with the business or affairs of the Company as they, from time to time, may deem reasonable and expedient.

- (f) They may borrow, or raise, or secure the payment of, in the name or otherwise on behalf of the Company, such sums of money as they may from time to time think expedient, either by way of mortgage of the whole or any part of the property of the Company, including its uncalled capital, or by bonds or debentures or debenture stock, or in such other manner as they may deem expedient.
- (g) They may, for the purpose of securing the repayment of any money so borrowed, raised, or secured as last aforesaid, with interest, make and carry into effect any arrangements they may deem expedient, by conveying any property of the Company to trustees or otherwise upon such trusts and with such powers as they may think fit, and may confer on any incumbrancer or any trustee for any incumbrancer of uncalled capital such powers of making and enforcing calls as may be thought fit.
- (h) They may for any of the purposes of the Company enter into any contract or agreement upon any terms or subject to any conditions they may deem beneficial, and may alter, vary or modify any such contract or agreement as they may think fit.
- (i) They may bring, conduct, defend, compromise, compound, refer to arbitration, and abandon legal and other proceedings or debts and claims by or against or due to or from the Company, or otherwise concerning the affairs of the Company.
- (j) They may, in the ordinary course of business of and for the Company, make, accept, draw, endorse, or negotiate any promissory note, bill of exchange,

banker's draft, bill of lading, or other instrument on behalf of the Company, or adopt any act in that behalf in the ordinary course of the business of the Company, or in pursuance of a resolution of the Board authorising the act in question.

- (k) They may affix the Seal of the Company to, and subscribe and otherwise execute and complete, or cause to be executed and completed, agreements, conveyances, grants, licenses, mortgages, bonds, debentures, deeds of exchange, leases, surrenders, and all other deeds and assurances.

#### SEAL.

122. The Board shall provide for the safe custody of the seal, and such seal shall not be used except by the authority of the Board.

123. Every deed or other document sealed by the Company shall either be signed by two Directors, and countersigned by the Secretary, or (in case of his absence) by some other officer to be appointed by the Board in his place for that purpose. The Board shall have power to alter and change the seal from time to time, but so that there always be engraved thereon the name of the Company, with the word "Limited" as the last word of the same, and the Board may exercise the powers of the "Companies Seals Act, 1864."

#### INDEMNITY.

124. Every officer, and his heirs, executors, and administrators, shall be indemnified by the Company from all loss and expenses incurred by him in or about the discharge of his duties, except such as happen from his own wilful acts, neglects, or defaults.

125. No Director or officer, nor his heirs, executors, or administrators, shall be liable for any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company, or for the

insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, nor for any other loss, damage, or misfortune whatsoever, which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own wilful neglect or default.

#### DIVIDENDS AND RESERVE FUND.

126. Subject to the rights of members entitled to shares issued upon special conditions, and subject to Article 25, the profits of the Company available for dividend shall be divisible as dividend among the members in proportion to the amount for the time being paid up on the shares held by them respectively. The capital credited as paid up on any shares which may be issued as fully or partially paid up pursuant to any agreement entered into under clause 3 hereof, shall rank for dividend as from the date as from which the business shall be taken over as mentioned in such agreement.

127. Profits made in any business carried on for the benefit of the Company, whether before or after its incorporation, shall be deemed profits of the Company, and may be applied in payment of dividend.

128. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits.

129. No larger amount shall be divided as dividend than is recommended by the Directors, but the Company in general meeting may decide that only a smaller amount than is so recommended shall be divided.

130. The Board may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund, which shall be applicable at the discretion of the Board for the liquidation of any mortgage or other debt of the Company, for building upon, or otherwise improving any land of the Company, or for meeting depreciation or for renewal of the property, plant, or machinery of the Company, and for repairing or maintaining the same

or any part thereof, for equalising dividends, for meeting contingencies, or for any other purposes of the Company, whether the same be properly chargeable to capital or revenue.

131. Such fund may meanwhile be either in whole or in part invested by and at the discretion of the Board, in Government, real, personal, or other securities, or left as part of the floating capital used in the current business of the Company, and such investments (if any) may be from time to time varied, called in, or realised, as the Board shall think fit.

132. No unpaid interest or dividend, or instalment on account of dividend, shall ever bear interest as against the Company.

133. The Board may, if they think fit, before the expiration of any financial year, determine on and declare an instalment to be paid to the members on account and in anticipation of the dividend of the current year, regard being had to the rights of preference shareholders.

134. Every dividend and instalment in anticipation of a dividend payable out of the assets of the Company shall, subject to the Company's lien, if any, belong to the member who at the time when every such dividend or instalment is declared, shall be registered as entitled to the share in respect of which it is payable, notwithstanding any subsequent transfer or transmission of such share, and the receipt of such member for such dividend and instalment shall be sufficient.

135. The Board may deduct from any interest, dividend, or instalment of dividend payable to any member, all sums due from him to the Company on account of calls or otherwise.

136. Notice of all interest, or of any dividends or instalments of dividend payable shall be given to every member entitled thereto.

#### WINDING-UP.

137. If the Company shall be wound up, and the surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that as nearly as may be the losses shall be borne by the members in pro-

portion to the capital paid up or which ought to have been paid up on the shares held by them respectively at the commencement of the winding up. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions.

138. If the Company shall be wound up, the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories as the Liquidators with the like sanction shall think fit.

139. If at any time the Liquidators of the Company shall make any sale or enter into any arrangement pursuant to Section 161 of the Companies Act, 1862, a dissentient member within the meaning of that section shall not have the rights thereby given to him, but instead thereof he may, by notice in writing addressed to the Liquidators, and left at the office not later than fourteen days after the date of the meeting at which the special resolution authorising such sale or arrangement was passed, require them to sell the shares, stock, or other property, option, or privilege to which under the arrangement he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the Liquidators think fit.

140. Any such sale or arrangement, or the special resolution confirming the same, may provide for the distribution or appropriation of the shares, cash, or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributories of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in case any such provision shall be made the last preceding clause shall not apply to the intent that a dissentient member in such case may have the rights conferred upon him by section 161 of the Companies Act, 1862.

## ACCOUNTS.

141. The Board shall cause true accounts to be kept of all the receipts, payments, and liabilities of the Company and of all other matters necessary for showing the state and condition, and net profits or losses of the Company, and the accounts shall be kept in such books and in such manner as the Board think fit, and to the satisfaction of the Auditors.

142. Where any item of expenditure has been incurred in any year which the Board think may in fairness be distributed over several years, the Board may in the Company's accounts distribute the same accordingly, or deal with the same in such other manner as they think expedient.

143. At every ordinary general yearly meeting the Board shall lay before the Company a statement made up to the 31st day of March next preceding the date of such meeting, of the income and expenditure of the Company for the past year, and every such statement shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment and salaries and other like matters, and every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting. Such statement or balance sheet shall be open for inspection by the members at the office of the Company seven days previous to such meeting, but it shall not be necessary to lay a statement or balance sheet before the Company at the first ordinary general meeting.

## AUDIT.

144. The accounts of the Company shall be from time to time examined, and the correctness of the statement or balance sheet ascertained by one or more auditor or auditors.

145. The first auditors shall be appointed by the Board. Subsequent auditors shall be appointed by the members at the second and subsequent ordinary meetings, subject nevertheless

to the provisions contained in the Trust Deed about to be executed for securing the Debentures intended to be issued by the Company.

146. At the second and every succeeding ordinary meeting the members shall elect auditors for the ensuing year in place of the then acting auditors.

147. If one auditor only be appointed, all the provisions herein contained relating to auditors shall apply to him.

148. The auditors may be members of the Company, but no Director or other officer of the Company shall be eligible as an auditor during his continuance in office.

149. The remuneration of the Auditors shall be fixed by the Board.

150. Any Auditor shall, on his quitting office, be eligible for re election.

151. If any casual vacancy occur in the office of Auditor, the Board shall forthwith elect another, who shall continue in office until the next Ordinary General Meeting of the Company.

152. If no election of Auditors is made in manner aforesaid, the Board of Trade may, on the application of not less than five members of the Company, appoint an Auditor for the then current year, and fix the remuneration to be paid to him by the Company for his services.

153. Every Auditor shall have a list delivered to him by the Board of all books kept by the Company, and shall at all reasonable times have access to the books and accounts of the Company, and he may in relation to such accounts examine the Directors or any other officer of the Company.

154. The Auditors shall certify the correctness of the balance sheet and accounts, and shall make a report thereon, and such report shall be read at the ordinary meeting.

#### NOTICES.

155. A notice may be served upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address.

156. All notices directed to be given to the members shall, with respect to any share or shares to which persons are registered as joint holders, or as jointly entitled, be given to



whichever of such persons is named first in the Register of Members, and notices so given shall be sufficient notice to all the holders of or persons interested in such share or shares.

157. Any notice, if sent by post, shall be deemed to have been served at the time when the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

158. Notices to be served on the Company by a member shall be held to be properly served by leaving the same at the registered office.

159. Any member who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by any and every notice or other document which previously to his name and address being entered upon the Register in respect of such share has been served on the person from whom he derives his title.

160. No member who shall be described in the Register as residing out of the United Kingdom or who shall have omitted to give his address for registration shall be entitled to receive any notice from the Company.

161. Whenever any notice or document is delivered or sent in accordance with these articles at or to the registered place of abode of a member, then, notwithstanding he be dead, and whether or not the Company have notice of his decease, such service of notice or other document shall for all purposes of these articles be deemed service thereof on his trustees, executors, or administrators, and every of them.

162. All notices required by the Companies Act, 1862, or any other Act for the time being in force to be given by advertisement shall be advertised in a newspaper published in Manley.

163. Where a given number of days' notice, or notice extending over any other period is required to be given the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of these Articles of Association.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

George Woodcroft  
 Donley Staffordshire  
 Queen's Hill Manufacturer  
 George Woodcroft  
 12, Howard Street  
 Reading Eng. Dec 30  
 Brick & Tile Works  
 Ellen Woodcroft  
 Donley  
 Assn at the Works  
 Donley Staffordshire  
 A. D. Woodcroft  
 Donley Staffordshire  
 Accountant  
 Henry Todd Esquire  
 Foreman at Brick Works  
 John Whymman  
 Donley Staffordshire  
 Foreman at the Works  
 Edmund Cadwell  
 Astbury near Congleton  
 Commercial, Cheshire

DATED the 22<sup>nd</sup> day of December 1834

WITNESS to all the signatures -

Jno. B. Knight  
 Solicitor  
 Newcastle under Lyme  
 Staffordshire

For every 25 share held by such shareholders respectively at the date above mentioned; that such shares shall rank pari passu in all respects with the existing shares in the capital of the Company; and that the Directors be and they are hereby authorised to carry this resolution into effect in the manner and with the powers provided by Article 29 of the Company's Articles of Association"

(2) Pursuant to Article 29 of the Company's Articles of Association the Directors have appointed the Secretary to execute this Agreement on behalf of the shareholders of the Company

NOW IT IS HEREBY AGREED as follows:-

1. THE Company shall pursuant to the said resolution allot to each of the shareholders named in the first column of the Schedule hereto the number of shares of 25 each set opposite his name in the second column of the said Schedule such shares to be credited as fully paid up
2. THE said shares shall be accepted in full satisfaction of the said capitalisation
3. A copy of this Agreement shall be delivered to the Registrar of Companies for filing pursuant to section 32 of the Companies Act 1948, within one month of the execution hereof

IN WITNESS whereof the Company has caused its common seal to be hereunto affixed and the Secretary has hereunto set his hand and seal the day and year first above written

THE SCHEDULE above referred to

Names and addresses of  
shareholders

Number of 25 shares  
allotted

Edmund Goswell,  
Kingmoor,  
Widenedon, Devon.

Florence May Humble Mayes, Frogham, Fordingbridge, Hants.	2,400
Francis Davis, Cornhill, Leek, Staffs.	2,400
John Wayman, Hanley, Stoke-on-Trent, Staffs.	4
Annie Smith, Cornhill, Mill Lane, Gerrards Cross, Bucks.	4,200
Elizabeth Davis, Cornhill, Mill Lane, Gerrards Cross, Bucks.	4,200
Eleanor Volland, The Old House, Alvechurch, Worcs.	4,200
Annie Adelaide Emma Coghill, Almington Hall, Nr. Market Brayton, Salop.	244
Mary Jeffrey Knight, Acton Hill, Ecclesall, Staffs.	264
Francis Cecil Corbett Knight, The Malthouse, Mereworth, Nr. Maidstone, Kent.	60
Thomas Charles Adderley, Sunnybank, Palmer's Green, Bartshill, Stoke-on-Trent.	200
Kenneth Taylor Bearing, Southlands, Clough Lane, Werrington, Staffs.	200
George Davenport, 109 The Villas, Mypersley, Biddulph, Staffs.	120
John Voughton Knight, 27 Bishops Bridge Road, Norwich, Norfolk.	200

Francis Cecil Corbett Knight,  
The Malthouse,  
Moreworth,  
St. Maidstone, Kent.

120

Joan Corbett Woodall,  
Highlands Farm,  
Leatherhead, Surrey.

John Michael Woolliscroft Davis,  
Cornhill,  
Leek, Staffs.

620

Joan Elizabeth Doggett (nee Davis)  
Windsor House,  
Wrekin College,  
Wellington, Salop.

616

Anne Rosemary Davis,  
Cornhill,  
Leek, Staffs.

620

Katharine Anne Williamson-Wapier,  
Highlands Farm,  
Leatherhead, Surrey.

240

21,920

THE COMMON SEAL OF GEORGE WOOLLISCROFT  
& SON LIMITED was hereto affixed in  
the presence of:-

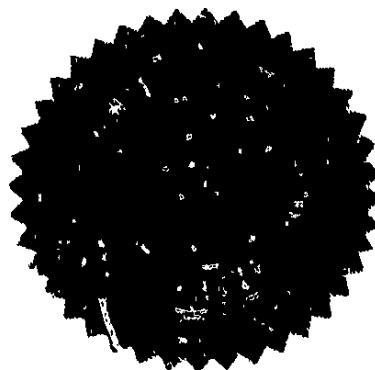
*Francis Davis*

Directors

*Thos. B. Adair*

*M. J. Wapier*

Secretary



SIGNED SEALED AND DELIVERED by the  
said GEORGE WOOLLISCROFT & SON in the  
presence of:-

Wm. C. Harrison. (Cashier)

4, Bee Lane

Clayton

Newcastle - u. - Lyme

Staffordshire

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THE COMPANIES ACT, 1948—1976

## **SPECIAL RESOLUTION**

OF

# **GEORGE WOOLLISCROFT & SON, LTD.**

Passed 15th September, 1978.

AT A GENERAL MEETING of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 15th September, 1978, the following SPECIAL RESOLUTION was duly passed:—

18. (A) Notwithstanding anything to the contrary in these Articles contained, the following shall apply to John Michael Woolliscroft Davis:—

- (i) He shall be a permanent director of the Company and entitled to hold such office until he dies or resigns.
- (ii) So long as he shall be a permanent director and under the age of 70 he shall be Chairman of the Board of Directors and remunerated for holding such office at a rate fixed by agreement in writing made between him and the Board of Directors from time to time or failing such agreement at a rate (not being less than the last agreed rate) determined by such Board.
- (iii) So long as he shall be a permanent director and under the age of 65 he shall be Managing Director of the Company and as such shall be paid such remuneration and shall have such powers and carry out such duties as the Board of Directors shall agree with him in writing or until such agreement as such Board shall determine.

X J.M.W. Davis. X

Chairman and Managing Director.

*"The Companies Acts, 1862 to 1890"*  
*and*  
*"The Companies Act, 1929."*

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COMPANY LIMITED BY SHARES.

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**Memorandum**  
**AND**  
**Articles of Association**  
**OF**  
**George Woolliscroft and Son,**  
**LIMITED.**

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*Incorporated the 24th day of December, 1894.*

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PREMIER PRINTING Co. LTD, HANLEY, STOKE-ON-TRENT



THE COMPANIES ACT, 1929

## **SPECIAL RESOLUTIONS**

OF

# **GEORGE WOOLLISCROFT & SON, LTD.**

Passed 27th March, 1958.

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 27th March, 1958. the following SPECIAL RESOLUTIONS were duly passed:—

1. "That the Capital of the Company be increased from £35,000 to £150,000 by the creation of 23,000 additional shares of £5 each."
2. "That it is desirable to capitalize a sum of £107,600, being as to £30,000 the amount standing to the credit of Reserve Account and as to the balance of £77,600 part of the amount standing to the credit of Profit & Loss Account, and accordingly that the Directors be and they are hereby authorised and directed to appropriate the said sum of £107,600 to the shareholders of the Company who would have been entitled to receive such sum had the same been distributed as at the close of business on the 29th day of March, 1958 in cash in accordance with their rights, and to apply such sum on their behalf in paying up 21,520 Shares of £5 each in the capital of the Company, and that such Shares credited as fully paid be allotted accordingly to such holders in the proportion of 4 of such Shares for every £5 Share held by such shareholders respectively at the date above mentioned; that such Shares shall rank *pari passu* in all respects with the existing Shares in the capital of the Company; and that the Directors be and they are hereby authorised to carry this resolution into effect in the manner and with the powers provided by Article 29 of the Company's Articles of Association."
3. "That immediately after the issue and allotment of the said additional 21,520 Shares of £5 each as provided for by the last foregoing resolution. all the 26,900 Shares of £5 each in the capital of the Company then in issue be subdivided into 134,500 Shares of £1 each."



THE COMPANIES ACT, 1929

**SPECIAL RESOLUTION**

OF

**GEORGE WOLLISCROFT & SON, LTD.**

Passed 10th July, 1947

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 10th July, 1947, the following SPECIAL RESOLUTION was duly passed:—

“That the new Articles of Association already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of, all the existing Articles thereof.”

FRANCIS DAVIS,

Chairman.

COMPANY LIMITED BY SHARES.

**Memorandum of Association**  
OF  
**George Woolliscroft and Son, Limited.**

STILL  
PENDING  
AC/AR

1. The Name of the Company is "GEORGE WOOLLISCROFT AND SON, LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are—

- (1) To acquire and take over as a going concern, and afterwards carry on the trade or business of a Brick and Tile Manufacturer and Merchant, now carried on by GEORGE WOOLLISCROFT, at Hanley, Chesterton and Etruria, in the County of Stafford, and also in Leeds and London, under the style or firm of "GEORGE WOOLLISCROFT & SON," and all or any of the assets and liabilities thereof.
- (2) To carry on all or any of the following trades or businesses, namely: Brick, Tile, Pipe and Terra Cotta Makers, Potters, Earthenware Manufacturers, Builders and Contractors, Decorators Merchants and Dealers in Tiles, Pipes, Terra Cotta Ware, Pottery, Earthenware, Hardware, and other similar articles, Colliery Proprietors, Coke Manufacturers, Miners, Smelters, and Metallurgists, in all their respective branches.
- (3) To carry on any business relating to the winning and working of brick, tile, and other earth and minerals, the production and working of metals, and the production, manufacture, and preparation of any other materials which may be usefully or conveniently combined with the brick, tile, pipe and terra cotta manufacturing business of the Company, or any contracts undertaken by the Company, and whether for the purpose only of such contracts, or as an independent business.
- (4) To buy, sell, manufacture, repair, convert, alter, let on hire, and deal in metals, machinery, implements, rolling stock, and hardware of all kinds, and to undertake and execute any contracts for works involving the supply or use of bricks, tiles, pipes and terra cotta, and to carry out any ancillary or other works comprised in such contract.
- (5) To manufacture any articles or goods for the time being dealt in or intended to be dealt in by the Company, and to carry on any other business whether manufacturing or otherwise, which may seem to the

Company capable of being conveniently carried on in connection with any of the businesses above referred to, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

- (6) To enter into and carry out arrangements for the purpose of having any business which this Company is authorised to carry on, or in which it may for the time being be interested, carried on by any other person or Company on behalf of and for the benefit of this Company, and in such name and under such style as may be thought expedient, and to enter into any arrangements for indemnifying the person or Company by whom any such business may be so carried on against the debts, liabilities, and expenses of such business.
- (7) To purchase, take in exchange, or on lease, rent, hire, occupy or otherwise acquire any lands, buildings and premises, machinery, plant and stock-in-trade, and any easements or other rights or interests in or with respect to any lands, buildings and premises for the purposes of the Company, and as to any land or buildings either in consideration of a gross sum or of a rent charge, or partly in one way and partly in the other, and to erect on any land purchased, leased, or otherwise acquired, or for the time being belonging to the Company, any shops, works, offices, dwelling-houses or other buildings.
- (8) To construct, acquire, maintain, improve, develop, work, control, and manage any roads, ways, tramways, railways, branches or sidings, bridges, docks, canals, reservoirs, watercourses, waterworks, manufactories, gas works, electric works, depots, warehouses, wharves, shops, stores, and other works and conveniences calculated directly or indirectly to advance the interests of the Company, and to subsidise, contribute to, or otherwise take part or assist therein.
- (9) To manage, sell, exchange, lease, underlease, surrender, or otherwise deal with and dispose of all or any part of the real or personal property and effects for the time being of the Company, in such manner, on such terms, and for such purposes as the Company think fit, and as to any sale of land or buildings either in consideration of a gross sum or of a rent charge, or partly in one way and partly in the other.
- (10) To sell, dispose of, or transfer the undertaking, of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (11) To borrow or raise money by the issue of, or upon Bonds, Debentures, Debenture Stock, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, or of its uncalled Capital, or in such other manner or upon such terms

as the Company shall think fit, and to confer upon any incumbrancer or any trustee for an incumbrancer of uncalled Capital such powers of making and enforcing Calls as the Company may think fit.

- (12) To give to any Debenture Holder or Debenture Holders or other creditor or creditors of the Company, or to any trustee or trustees for him or them, power to appoint and from time to time re-appoint any Director or Directors of the Company.
- (13) To draw, make, accept, endorse and discount, and negotiate promissory notes, bills of exchange, and other negotiable instruments.
- (14) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any of the Shares in the Company's Capital, or any Debentures, Debenture Stock, or other securities of, or for negotiating any advance or loan to the Company.
- (15) To issue any Shares of the Company as fully or partly paid up in consideration of any property acquired by or services rendered to the Company, or for any other reason whatsoever.
- (16) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any other company or person possessed of property suitable for the purposes of this Company or carrying on business, the objects of which shall be altogether or in part similar to those of this Company, and to conduct and develop or wind up and liquidate such business.
- (17) To purchase or otherwise acquire, work, sell, grant licenses to use or otherwise dispose of or deal with any patent or patent rights or inventions, or secret processes, or any license or licenses to use any patent invention, or process, which may be considered desirable in the interests of the Company.
- (18) To amalgamate with, and take, or otherwise acquire, and hold or sell shares and stock in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to advance money with or without security to individuals, private firms, public companies, public bodies, and others giving or likely to give orders to or having business dealings with the Company.
- (19) To invest the money of the Company not immediately required, upon such securities or in such manner as may from time to time be determined.
- (20) To subscribe to or become a member of, or join in establishing any association or company formed for the purpose of insuring the property of the members thereof against fire or explosion.

- (21) To aid in the establishment and support of associations for the benefit of the Company as employers of persons employed by or having dealings with the Company.
- (22) To effect insurances with any insurance company for the purpose of indemnifying the Company in respect of claims by reason of any accident to any servant or servants of the Company in the course of his or their employment by the Company, and to pay premiums on any such insurance.
- (23) To give to any servants or employees of the Company any share or interest in the profits of the Company's business, or any branch thereof, and for that purpose to enter into any arrangements the Company may think fit.
- (24) To establish and support, or to aid in the establishment or support of, hospitals, infirmaries, and other charities, friendly societies, reading rooms, libraries, educational institutions or associations, whereby benefit may be derived by persons employed by, or having dealings with the Company, and to subscribe or guarantee money for any exhibition, or any public or useful purpose.
- (25) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (26) To establish and regulate agencies at home and abroad for the purposes of the Company, and to procure the Company to be registered, incorporated, or recognised in any Colony or Foreign Country.
- (27) To distribute any of the property of the Company among the Members in specie.
- (28) To do all or any of the above things in any part of the world, and as principals, agents, trustees, contractors, or otherwise, and by or through agents, trustees, or otherwise, and either alone or in conjunction with others.
- (29) Generally to do all such other things as are incidental or conducive to the attainment of the aforesaid objects, or any of them, and so that the word "Company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

#### 4. The Liability of the Members is Limited.

5. The Capital of the Company is £35,000, divided into 7,000 Shares of £5 each, with power to divide the Shares in the Capital for the time being into several classes, and to attach thereto respectively preferential, deferred, or special rights, privileges, or conditions.

The following was passed by Special Resolution on March 27th 1958:-

- (1) That the Capital of the Company was increased from £35,000 to £150,000 by the creation of 23,000 additional shares of £5 each.
- (2) That 20,900 shares of £5 each—the capital of the Company then in issue were sub-divided into 134,500 shares of £1 each.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

**George Woolliscroft and Son, Limited.**

*(Adopted by Special Resolution passed on the 10th day of July, 1947.)*

PRELIMINARY.

- 1 The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.
- 2 The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 39, 40, 64, 66, 69, 72, 78, 79, 93, 101, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.
- 3 The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.
- 4 The Company shall be a Private Company, and accordingly the following provisions shall have effect:—
  - (A) The Company shall not offer any of its Shares or Debentures to the public for subscription.
  - (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
  - (C) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.
- 5 The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial

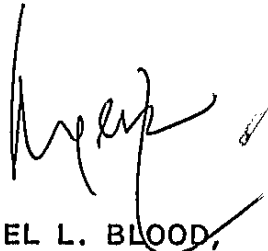
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NAMES AND ADDRESSES OF SUBSCRIBERS

---



ROY C. KEEN,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.



NIGEL L. BLOOD,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

---

Dated the 1st day of April, 1987.

Witness to the above Signatures:-



J. JEREMY A. COWDRY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2132907

I hereby certify that

**RULEWISE LIMITED**

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 20 MAY 1987

*P.A. Rowley*

**MRS P.A. ROWLEY**

an authorised officer



## PENSION SCHEMES.

31. In any pension scheme of whatsoever nature that the Company may think fit to adopt they shall be empowered to include in the benefits thereof any person who is, or has been, a salaried Director of the Company or the wife, children, or other relatives or dependents of such person.

## NOTICES.

32. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

## WINDING UP.

33. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Members the amounts paid up or credited as paid up 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.

34. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested 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 whereon there is any liability.

4-2864- / 49

THE COMPANIES ACT, 1929



## **SPECIAL RESOLUTIONS**

OF

# **GEORGE WOOLLISCROFT & SON, LTD.**

Passed 27th March, 1958.

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 27th March, 1958. the following SPECIAL RESOLUTIONS were duly passed:—

1. "That the Capital of the Company be increased from £35,000 to £150,000 by the creation of 23,000 additional shares of £5 each."
2. "That it is desirable to capitalize a sum of £107,600 being as to £30,000 the amount standing to the credit of Reserve Account and as to the balance of £77,600 part of the amount standing to the credit of Profit & Loss Account, and accordingly that the Directors be and they are hereby authorised and directed to appropriate the said sum of £107,600 to the shareholders of the Company who would have been entitled to receive such sum had the same been distributed as at the close of business on the 29th day of March, 1958 in cash in accordance with their rights, and to apply such sum on their behalf in paying up 21,520 Shares of £5 each in the capital of the Company, and that such Shares credited as fully paid be allotted accordingly to such holders in the proportion of 4 of such Shares for every £5 Share held by such shareholders respectively at the date above mentioned; that such Shares shall rank pari passu in all respects with the existing Shares in the capital of the Company; and that the Directors be and they are hereby authorised to carry this resolution into effect in the manner and with the powers provided by Article 29 of the Company's Articles of Association."
3. "That immediately after the issue and allotment of the said additional 21,520 Shares of £5 each as provided for by the last foregoing resolution, all the 26,900 Shares of £5 each in the capital of the Company then in issue be subdivided into 134,500 Shares of £1 each."

*Francis Davis*

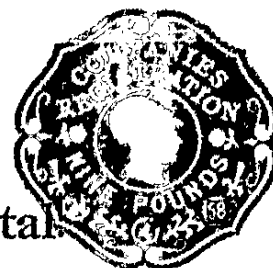
FRANCIS DAVIS,

Chairman.

NO. OF COMPANY 42864

[C.F. 10]

THE COMPANIES ACT, 1948.



Notice of Increase in Nominal Capital

Pursuant to Section 63.

NAME OF  
COMPANY

GEORGE WOOLLISCROFT & SON

LIMITED.

REGISTERED  
23 APR 1958

AT. No. C.F. 10.

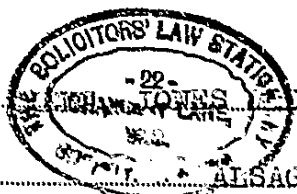
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SHAW & SONS  
LIMITED

Law Stationers and Company Registration Agents

7, 8 & 9, Fetter Lane, Fleet Street, E.C. 4

Presented by



ALSAGER, Stoke-on-Trent.

# Notice of Increase in Nominal Capital.

To the REGISTRAR OF COMPANIES.

GEORGE WOOLLISCROFT & SON

LIMITED,

hereby gives you notice pursuant to Section 63 of the Companies Act, 1948, that by (a) Special Resolution of the Company dated the 27th day of March 1958 the nominal Capital of the Company has been increased by the addition thereto of the sum of £ 115,000 beyond the registered Capital of £ 35,000.

The additional Capital is divided as follows :—

Number of Shares.	Class of Share.	Nominal Amount of each Share.
23,000	Not designated	£5

The conditions (e.g., voting rights, dividends, etc.), subject to which the new Shares have been, or are to be issued, are as follows :—

pari passu with existing shares.

— of the new Shares are Preference Shares, and are (b) [not] redeemable.

(Signature) M. J. [Signature]

(State whether Director, or Secretary) Secretary

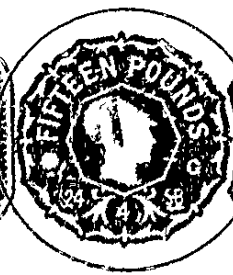
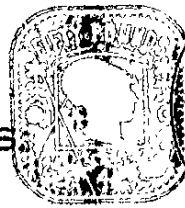
Dated the 21st day of April, 1958.

This margin to be reserved for binding.

NO. OF COMPANY.....42864.....



COMPANY LIMITED BY SHARES



## Statement of Increase of the Nominal Share Capital.

The Nominal Share Capital of



GEORGE WOOLLISCROFT & SON

LIMITED,

has been increased by the addition thereto of the sum of One hundred and fifteen thousand Pounds, divided into 25,000 Shares of £ 5 each, and ----- shares of -- each, beyond the Registered Share Capital of Thirty-five thousand pounds.

\*Signature

Description

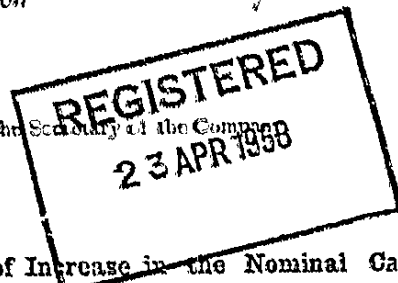
Secretary

Dated 21st April, 1958.

\*This Statement must be signed by the Manager or by the Secretary of the Company

### NOTE.

This Statement has to be registered with the Notice of Increase in the Nominal Capital required under Section 63 of The Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, Interest on the duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable.



AT. No. C.F. 26A.

S 1318 (8)

SHAW & SONS  
LIMITED

Law Stationers and Company Registration Agents

70 & 72, Old Broad Street, Fleet Street, E.C.4

# Special Resolution.



## GEORGE WOOLLISCROFT & SON, LIMITED.

Passed 11th June, 1908. Confirmed 26th June, 1908.

At an Extraordinary General Meeting of **George Woolliscroft & Son, Limited**, duly convened and held at the Registered Offices of the Company, Melville Street, Hanley, on the 11th day of June, 1908. the subjoined Special Resolution was duly passed, and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at the same place, on the 26th day of June, 1908, the subjoined resolution was duly confirmed.



### Resolution:

- (A) The following shall be added as an additional article:—
- "The Company is and shall be a private Company within the meaning of the Companies' Act, 1907, and accordingly.
- (a) "The right to transfer shares in the Company is restricted as provided by the Articles of Association.
- (b) "The number of the members of the Company (exclusive of persons for the time being in the employment of the Company) shall not exceed fifty, and
- (c) "No invitation to the public shall be made or issued to subscribe for any shares or debentures of the Company."
- (B) Article 43 shall be varied by the addition at the end of paragraph B, thereof of the words, "and (c) on the grounds that the result of registration would be to make the number of members of the Company (exclusive of persons for the time being in the employment of the Company) exceed fifty."

*ack.*  
Dated this 26<sup>th</sup> day of June 1908

24  
65

100

44

REGISTRATION

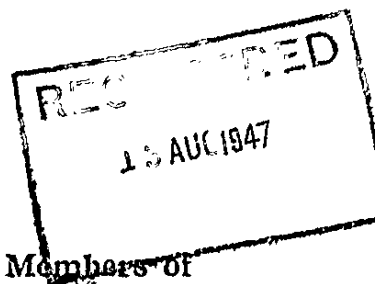
THE COMPANIES ACT, 1929

## SPECIAL RESOLUTION

OF

# GEORGE WOOLLISCROFT & SON, LTD.

Passed 10th July, 1947



AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 10th July, 1947, the following SPECIAL RESOLUTION was duly passed:—

“That the new Articles of Association already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of, all the existing Articles thereof.”

Presented for filing by



Francis Davis

Chairman.

1565

4913

COMPANY LIMITED BY SHARES.

**Articles of Association**  
OF  
**George Woolliscroft & Son Limited.**

*(Adopted by Special Resolution passed on the 10th day of July, 1947.)*

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.
2. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 39, 40, 64, 66, 69, 72, 78, 79, 93, 101, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.
3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.
4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—
  - (a) The Company shall not offer any of its Shares or Debentures to the public for subscription.
  - (b) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
  - (c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.
5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial



interest in such Share, whether or not it shall have express or other notice thereof.

### SHARE CAPITAL AND SHARES.

6. The Share Capital of the Company at the time of the adoption of these Articles is Thirty-five Thousand Pounds, divided into Seven Thousand Shares of Five Pounds each.

7. Subject to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

8. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

9. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

10. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

### TRANSFER OF SHARES.

11. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.

(B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(C) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(E) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Acts, 1889 to 1934, shall not apply.

(F) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (I) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.

(H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(I) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

(J) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the

Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

### BORROWING POWERS.

12. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

13. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

### GENERAL MEETINGS.

14. A General Meeting of the Company shall be held in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; all other General Meetings shall be called "Extraordinary General Meetings."

15. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

### VOTES OF MEMBERS.

16. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

### DIRECTORS.

17. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than seven.

18. The Directors of the Company at the time of the adoption of these Articles are: FRANCIS DAVIS, THOMAS CHARLES ADDERLEY, ELIZABETH DAVIS, and GEORGE DAVENPORT. The said FRANCIS DAVIS shall be a Permanent Director of the Company and Chairman of the Board of Directors, and shall be entitled to hold such offices so long as he shall live unless he shall become disqualified from any of the causes specified in Article 23 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to him.

19. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

20. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Five Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

21. The Directors shall be paid such travelling, hotel, and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at Meetings of Directors.

22. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

#### DISQUALIFICATION OF DIRECTORS.

23. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors;
- (B) If he become of unsound mind;
- (C) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (D) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (E) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (F) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (G) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

24. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby; nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made. Any Director may vote as a Director in respect of any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout.

#### MANAGING DIRECTOR.

25. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

26. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

#### PROFITS AND DIVIDENDS.

27. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses (as the case may be) may, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for Dividend be treated as a profit or loss arising from the business of the Company.

## RESERVE FUND.

28. Before recommending a Dividend the Directors may set aside any part of the net profits of the Company to a Reserve Fund and may apply the same either by employing it in the business of the Company or by investing it in such manner (subject to Clause 6 of Table A) as they shall think fit, and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising Dividends, paying special Dividends or Bonuses, or for any other purpose for which the net profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

## CAPITALISATION OF RESERVES AND DISTRIBUTION OF SPECIFIC ASSETS.

29. The Company may in General Meeting capitalise any part of the undivided profits of the Company standing to the credit of the Company's Reserve Fund and distribute the same as a Bonus among the Holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up thereon respectively. Any General Meeting declaring a Dividend or Bonus may direct payment of such Dividend or Bonus wholly or in part by the distribution of specific assets, and in particular of existing or newly created paid up Shares, Debentures, or Debenture Stock of this or any other company, or in any one or more of such ways and the Directors may give effect to such resolution and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue Fractional Certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments should be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets or Dividend or Bonus in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors. Where requisite a proper contract shall be delivered to the Registrar of Companies for registration in accordance with Section 42 of The Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the Dividend or Bonus, and such appointment shall be effective.

## INDEMNITY.

30. Every Director, Manager, Officer, or Auditor of the Company shall be entitled to be indemnified out of the assets of the Company against any liability incurred by him as such Director, Manager, Officer, or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 372 of The Companies Act, 1929, in which relief is granted to him by the Court.

interest in such Share whether or not it shall have express or other notice thereof.

### SHARE CAPITAL AND SHARES.

6. The Share Capital of the Company at the time of the adoption of these Articles is Thirty-five Thousand Pounds, divided into Seven Thousand Shares of Five Pounds each.
7. Subject to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
8. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.
9. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.
10. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

### TRANSFER OF SHARES.

11. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.
- (B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (C) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(E) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Acts, 1889 to 1934, shall not apply.

(F) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.

(H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(I) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

(J) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the



Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

### BORROWING POWERS.

12. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

13. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

### GENERAL MEETINGS.

14. A General Meeting of the Company shall be held in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; all other General Meetings shall be called "Extraordinary General Meetings."

15. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

### VOTES OF MEMBERS.

16. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

### DIRECTORS.

17. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than seven.

18. The Directors of the Company at the time of the adoption of these Articles are: FRANCIS DAVIS, THOMAS CHARLES ADDERLEY, ELIZABETH DAVIS, and GEORGE DAVENPORT. The said FRANCIS DAVIS shall be a Permanent Director of the Company and Chairman of the Board of Directors, and shall be entitled to hold such offices so long as he shall live unless he shall become disqualified from any of the causes specified in Article 23 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to him.

18. (A) Notwithstanding anything to the contrary in these Articles contained, the following shall apply to John Michael Woolliscroft Davis:—

- (i) He shall be a permanent director of the Company and entitled to hold such office until he dies or resigns.
- (ii) So long as he shall be a permanent director and under the age of 70 he shall be Chairman of the Board of Directors and remunerated for holding such office at a rate fixed by agreement in writing made between him and the Board of Directors from time to time or failing such agreement at a rate (not being less than the last agreed rate) determined by such Board.
- (iii) So long as he shall be a permanent director and under the age of 65 he shall be Managing Director of the Company and as such shall be paid such remuneration and shall have such powers and carry out such duties as the Board of Directors shall agree with him in writing or until such agreement as such Board shall determine.

19. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

20. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Five Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

21. The Directors shall be paid such travelling, hotel, and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at Meetings of Directors.

22. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

## DISQUALIFICATION OF DIRECTORS.

23. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors;
- (B) If he become of unsound mind;
- (C) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (D) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (E) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (F) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (G) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

24. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made. Any Director may vote as a Director in respect of any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout.

### MANAGING DIRECTOR.

25. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

26. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

### PROFITS AND DIVIDENDS.

27. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses (as the case may be) may, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for Dividend be treated as a profit or loss arising from the business of the Company.

### RESERVE FUND.

28. Before recommending a Dividend the Directors may set aside any part of the net profits of the Company to a Reserve Fund and may apply the same either by employing it in the business of the company or by investing it in such manner (subject to Clause 6 of Table A) as they shall think fit, and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising Dividends, paying special Dividends or Bonuses, or for any other purpose for which the net profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

### CAPITALISATION OF RESERVES AND DISTRIBUTION OF SPECIFIC ASSETS.

29. The Company may in General Meeting capitalise any part of the undivided profits of the Company standing to the credit of the Company's Reserve Fund and distribute the same as a Bonus among the Holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up thereon respectively. Any General Meeting declaring a Dividend or Bonus may direct payment of such Dividend or Bonus wholly or in part by the distribution of specific assets, and in particular of existing or newly created paid up Shares, Debentures, or Debenture Stock of this or any other company, or in any one or more such ways, and the Directors may give effect to such resolution and where any difficulty arises in

regard to the distribution they may settle the same as they think expedient, and in particular may issue Fractional Certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments should be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets or Dividend or Bonus in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors. Where requisite a proper contract shall be delivered to the Registrar of Companies for registration in accordance with Section 42 of The Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the Dividend or Bonus, and such appointment shall be effective.

### INDEMNITY.

30. Every Director, Manager, Officer, or Auditor of the Company shall be entitled to be indemnified out of the assets of the Company against any liability incurred by him as such Director, Manager, Officer, or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 372 of The Companies Act, 1929, in which relief is granted to him by the Court.

### PENSION SCHEMES.

31. In any pension scheme of whatsoever nature that the Company may think fit to adopt they shall be empowered to include in the benefits thereof any person who is, or has been, a salaried Director of the Company or the wife, children, or other relatives or dependents of such person.

### NOTICES.

32. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

### WINDING UP.

33. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Members the amounts paid up or credited as paid up 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.

34. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested 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 whereon there is any liability.

Telephone: Head Office, 0782 25121/2

Telegrams: "Woolliscroft Hanley"

 **WOOLLISCROFT**

 Ceramic  
Floor  
Tiles

**GEORGE WOOLLISCROFT & SON LTD**  
Registered Office: Melville Street, Hanley, Stoke-on-Trent, ST1 3ND  
Staffordshire, England.

Registered in England No. 42864

11th October, 1982

125

Our Ref.

Your Ref.

SPECIAL RESOLUTION

OF

GEORGE WOOLLISCROFT & SON LTD.

Passed 17th September 1982

At a General Meeting of the Members of the above named Company, duly convened and held at the Registered Office of the Company, Melville Street, Hanley, on the 17th September 1982, the following SPECIAL RESOLUTION was duly passed :-

That the Articles of Association of the Company be altered by inserting after Regulation 10, the following as an Additional Regulation to be numbered 10A.

"THE COMPANY MAY PURCHASE ITS OWN SHARES."

*J.M.W. Davis.*

J.M.W. DAVIS,  
Chairman.



**George Woolliscroft & Son Ltd**

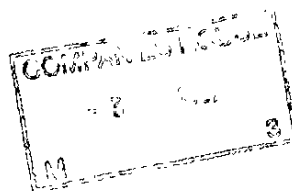
company 42864 ("the Company")

Companies Act 1985-89

company limited by shares

special resolutions

passed on 18th SEPTEMBER 1992



By resolutions passed at the annual general meeting of the Company by all the members of the Company for the time being entitled to receive notice of and attend and vote at general meetings of the Company the following special resolutions were duly passed.

That the Articles of Association of the Company be altered:

- 1 by inserting after regulation 11 (J) the following as regulation 11 (K):

"Whenever any member of the Company who is a director who holds shares which at the time of the acquisition of them he was required to acquire them to establish his qualifications as a Director, ceases to be a director or ceases to be employed by the Company, the directors may at any time within 28 days after he has ceased to be a director or to be employed, resolve that he is deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) in respect of those shares (and no other shares) and to have applied only the amount paid up on those shares as the fair value. The pre-emption rights in regulation 11 shall not apply to the shares transferred under this regulation 11 (K) and the Directors may decide by resolution to whom those shares are to be transferred".

KJD 40Wo1/37z 02.10.1992

- 2 by inserting in regulation 18 (A) (iii) after the words "the age of 65" the words "or such greater age not over 70 as the directors at any time and from time to time determine".
- 3 by deleting regulation 20.
- 4 by deleting regulation 23 (D)
- 5 by inserting the following as regulation 23 (D):

"At the end of the next Annual General Meeting after he attains the age of 70 but he may be re-appointed at that or any later meeting to hold office until the end of the next annual general meeting after his re-appointment".

certified as a true copy

  
.....  
company secretary



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COMPANY LIMITED BY SHARES.

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Articles of Association

OF

George Woolliscroft and Son, Limited.

(Adopted by Special Resolution on 10 July 1947 and incorporating all amendments made thereafter up to and including 18 September 1992)

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PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.

2. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 39, 40, 64, 66, 69, 72, 78, 79, 93, 101, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

(A) The Company shall not offer any of its Shares or Debentures to the public for subscription.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

(C) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial

interest in such Share whether or not it shall have express or other notice thereof.

### SHARE CAPITAL AND SHARES.

6. The Share Capital of the Company at the time of the adoption of these Articles is Thirty-five Thousand Pounds, divided into Seven Thousand Shares of Five Pounds each.

7. Subject to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

8. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

9. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

10. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

10.(A) The Company may purchase its own shares

### TRANSFER OF SHARES.

11. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.

(B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(C) Except where the transfer is made pursuant to Sub Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(E) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Acts, 1889 to 1934, shall not apply.

(F) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.

(H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(I) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

(J) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the

Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

(K) Whenever any member of the Company who is a director who holds shares which at the time of the acquisition of them he was required to acquire to establish his qualifications as a Director, ceases to be a Director or ceases to be employed by the Company, the directors may at any time within 28 days after he has ceased to be a director or to be employed, resolve that he is deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) in respect of those shares (and no other shares) and to have applied only the amount paid up on those shares as the fair value. The pre-emption rights in regulation 11 shall not apply to the shares transferred under this regulation 11 (K) and the Directors may decide by resolution to whom those shares are to be transferred.

### BORROWING POWERS.

12. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

13. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

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15. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

### VOTES OF MEMBERS.

16. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

### DIRECTORS.

17. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than seven.

18. The Directors of the Company at the time of the adoption of these Articles are: FRANCIS DAVIS, THOMAS CHARLES ADDERLEY, ELIZABETH DAVIS, and GEORGE DAVENPORT. The said FRANCIS DAVIS shall be a Permanent Director of the Company and Chairman of the Board of Directors, and shall be entitled to hold such offices so long as he shall live unless he shall become disqualified from any of the causes specified in Article 23 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to him.

Inserted by virtue of a Special Resolution passed on September 13th, 1972.

18. (A) Notwithstanding anything to the contrary in these Articles contained, the following shall apply to John Michael Woolliscroft Davis:—

- (i) He shall be a permanent director of the Company and entitled to hold such office until he dies or resigns.
- (ii) So long as he shall be a permanent director and under the age of 70 he shall be Chairman of the Board of Directors and remunerated for holding such office at a rate fixed by agreement in writing made between him and the Board of Directors from time to time or failing such agreement at a rate (not being less than the last agreed rate) determined by such Board.
- (iii) So long as he shall be a permanent director and under the age of 65 or such greater age not over 70 as the directors at any time and from time to time determine he shall be Managing Director of the Company and as such shall be paid such remuneration and shall have such powers and carry out such duties as the Board of Directors shall agree with him in writing or until such agreement as such Board shall determine.

19. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

Clause 20 deleted by virtue of a special Resolution passed on September 18 1992

21. The Directors shall be paid such travelling, hotel, and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at Meetings of Directors.

22. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

## DISQUALIFICATION OF DIRECTORS.

### 23. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors;
- (B) If he become of unsound mind;
- (C) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (D) At the end of the next Annual General Meeting after he attains the age of 70 but he may be re-appointed at that or any later meeting to hold office until the end of the next annual general meeting after his re-appointment.
- (E) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (F) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (G) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

24. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made. Any Director may vote as a Director in respect of any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout.

### MANAGING DIRECTOR.

25. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

26. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

### PROFITS AND DIVIDENDS.

27. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses (as the case may be) may, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for Dividend be treated as a profit or loss arising from the business of the Company.

### RESERVE FUND.

28. Before recommending a Dividend the Directors may set aside any part of the net profits of the Company to a Reserve Fund and may apply the same either by employing it in the business of the company or by investing it in such manner (subject to Clause 6 of Table A) as they shall think fit, and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising Dividends, paying special Dividends or Bonuses, or for any other purpose for which the net profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

### CAPITALISATION OF RESERVES AND DISTRIBUTION OF SPECIFIC ASSETS.

29. The Company may in General Meeting capitalise any part of the undivided profits of the Company standing to the credit of the Company's Reserve Fund and distribute the same as a Bonus among the Holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up thereon respectively. Any General Meeting declaring a Dividend or Bonus may direct payment of such Dividend or Bonus wholly or in part by the distribution of specific assets, and in particular of existing or newly created paid up Shares, Debentures, or Debenture Stock of this or any other company, or in any one or more such ways, and the Directors may give effect to such resolution and where any difficulty arises in



regard to the distribution they may settle the same as they think expedient, and in particular may issue Fractional Certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments should be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets or Dividend or Bonus in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors. Where requisite a proper contract shall be delivered to the Registrar of Companies for registration in accordance with Section 42 of The Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the Dividend or Bonus, and such appointment shall be effective.

#### INDEMNITY.

30. Every Director, Manager, Officer, or Auditor of the Company shall be entitled to be indemnified out of the assets of the Company against any liability incurred by him as such Director, Manager, Officer, or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 372 of The Companies Act, 1929, in which relief is granted to him by the Court.

#### PENSION SCHEMES.

31. In any pension scheme of whatsoever nature that the Company may think fit to adopt they shall be empowered to include in the benefits thereof any person who is, or has been, a salaried Director of the Company or the wife, children, or other relatives or dependents of such person.

#### NOTICES.

32. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

#### WINDING UP.

33. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Members the amounts paid up or credited as paid up 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.

34. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested 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 whereon there is any liability.



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 42864

The Registrar of Companies for England and Wales hereby certifies that  
GEORGE WOOLLISCROFT AND SON, LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
WOOLLISCROFT TILES LIMITED

Given at Companies House, Cardiff, the 7th October 1994



\*C000428640\*

For the Registrar of Companies



C O M P A N I E S H O U S E

HC0068

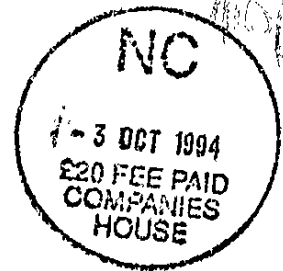
COMPANIES ACTS 1985 AND 1989

Registered Number: 42864

WRITTEN RESOLUTIONS

OF

GEORGE WOOLLISCROFT & SON LIMITED



We, the undersigned being all the members of the Company entitled to attend and vote at general meetings of the Company hereby pass the following written resolutions in accordance with Section 381A Companies Act 1985

WRITTEN RESOLUTIONS

1. That the name of the Company be changed to "Woolliscroft Tiles Limited".
2. That the Articles of Association annexed to this resolution and marked "A" be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

Signed by

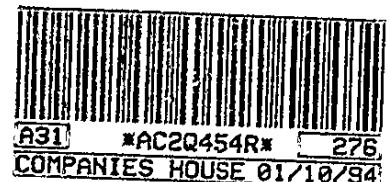
J. M. D. D. D.  
.....  
For and on behalf of K&S (218)  
Limited

Date 24. September 1994

We as auditors of the Company hereby confirm pursuant to Section 381B of the Companies Act 1985 that there are no matters contained in the above written resolutions which concern us as auditors of the Company.

Signed KPMG Peat Marwick  
.....  
KPMG Peat Marwick,  
Chartered Accountants,  
Festival Way,  
Festival Park,  
Etruria, Stoke-on-Trent

Dated 24. September 1994



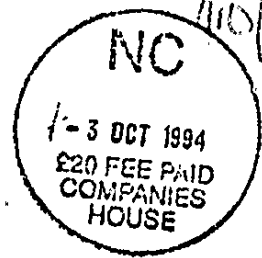
COMPANIES ACTS 1985 AND 1989

Registered Number: 42864

WRITTEN RESOLUTIONS

OF

GEORGE WOOLLISCROFT & SON LIMITED



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Signed by

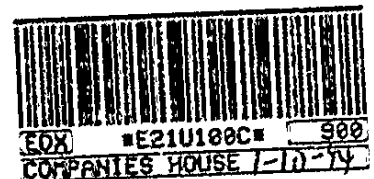
*J.M.W. Davis*  
.....  
For and on behalf of K&S (218)  
Limited

Date *24*. September 1994

We as auditors of the Company hereby confirm pursuant to Section 381B of the Companies Act 1985 that there are no matters contained in the above written resolutions which concern us as auditors of the Company.

Signed *KPMG Peat Marwick*.....  
KPMG Peat Marwick,  
Chartered Accountants,  
Festival Way,  
Festival Park,  
Etruria, Stoke-on-Trent

Dated *24*. September 1994



"A"

Company No. 42864

The Companies Acts 1862 to 1890

The Companies Acts 1985 and 1989

42864

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Private Company Limited by Shares

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NEW  
ARTICLES OF ASSOCIATION

(Adopted by Special Resolution  
passed on 29<sup>th</sup> September 1994)

of

GEORGE WOOLLISCROFT & SON LIMITED

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Incorporated on the 24th day of December 1894

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Interpretation

1. In these Articles, if not inconsistent with the subject or context, the following words and expressions shall have the following meanings:

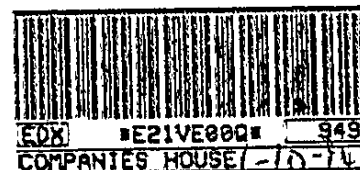
"The Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

"Table A" means Table A in the Schedule to the Companies (Tables A - F) Regulations 1985.

Table A

2. The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
3. Regulations 3, 24, 35, 73 to 81 inclusive, 94, 95 and 118 of Table A shall not apply to the Company.

Share Capital



4. The provisions of section 89(1) of the Act shall not apply to the Company.
5. Any share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed.
6. Subject to the provisions of the Act, the Company may purchase any of its own shares.
7. Subject to the provisions of the Act, the Company may make a payment in respect of any redemption or purchase, pursuant to articles 5 or 6 (as the case may be), of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### Proceedings at general meetings

8. In the case of a corporation the signature of a director or the secretary thereof and in the case of joint holders of a share the signature of any one of such joint holders, shall be sufficient for the purposes of passing resolutions in writing pursuant to regulation 53 of Table A.
9. A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.
10. In the case of a corporation a director or the secretary thereof shall be deemed to be a duly authorised representative for the purpose of regulation 54 of Table A.

#### Directors

11. A director shall not be required to hold any qualification shares in the Company.

#### Powers and duties of directors

12. Subject to the provisions of the Act a director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit

(other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 85 of Table A shall be modified accordingly.

13. It shall not be necessary for the directors to sign a book recording their attendances at meetings of directors and regulation 100 of Table A shall be modified accordingly.

#### Appointment and disqualification of directors

14. Without prejudice to the powers of the Company under section 303 of the Act to remove a director by ordinary resolution, the holder or holders for the time being of more than one half of the issued ordinary shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a director or directors either as additional director or to fill any vacancy 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 on its behalf by one of its directors and shall take effect upon lodgement at the registered office of the Company.
15. The office of a director shall be vacated:
- (i) if by notice in writing to the Company he resigns the office of director;
  - (ii) if he shall for more than 6 months have been absent without permission of the directors from meetings of the directors held during that period, unless he shall have appointed an alternative director who has not been similarly absent during such period;
  - (iii) if he becomes bankrupt or enters into any arrangement with his creditors;
  - (iv) if he is prohibited from being a director by an order made under any provision of the Act;
  - (v) if he becomes of unsound mind;

- (vi) if he is removed from office under article 14.
16. Unless and until otherwise determined by the Company or in any particular case, no director shall vacate or be required to vacate his office as a director on or by reason of his attaining or having attained the age of 70, and any person proposed to be appointed a director shall be capable of being appointed as a director notwithstanding that he has attained the age of 70, and no special notice need to be given of any resolution for the appointment as a director of a person who shall have attained the age of 70, and it shall not be necessary to give to the members notice of the age of any director or person proposed to be appointed as such.

#### Proceedings of directors

17. Any director or member of a committee of the board may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all person participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in a person at such meeting.

18. The following sentence shall be added to regulation 72 of Table A:

Any committee shall have power unless the directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a director of the company.

#### Official seal for use abroad

19. The Company may have an official seal for use abroad under the provisions of the Act, where and as the directors shall determine, and the company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

#### Indemnity

20. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the



Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereof, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.

NAME AND ADDRESS OF SUBSCRIBER

NICHOLAS DAVENPORT  
for and on behalf of  
K&S Directors Limited  
31 Ironmarket  
Newcastle-under-Lyme  
Staffordshire  
ST5 1RL

DATED the 12th day of April 1994

WITNESS to the above Signature

JAMES BIRD  
31 Ironmarket  
Newcastle-under-Lyme  
Staffordshire  
ST5 1RL

Solicitor