

# THE COMPANIES ACTS, 1862 TO 1900."

COMPANY LIMITED BY SHARES.



A  
Companies'  
Fee Stamp  
of 5s.  
should be  
impressed  
here.

## Application for a Certificate of Incorporation

is filed by a Company which does not issue any Invitation to the Public  
to Subscribe for its Shares.

(Pursuant to Section 2, Sub-section 3, of The Companies Act, 1900.)

REGISTERED

23068

9. MAR. 1902

NAME OF PROPOSED COMPANY:

*J. Breaks Son*

~~COMPANY~~, LIMITED.

STAMPS: "CERTIFICATE, LONDON."

TELEPHONE NUMBER: 246 HOLBORN.

**JORDAN & SONS, LIMITED,**  
my Registration Agents, Printers, Publishers, and Stationers,  
116 & 120 CHANCERY LANE, LONDON, W.C.

for filing by

*for Sam Wright Morgan & Co*

*Solicitors 23 Bank Street, Bradford*

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COMPANY LIMITED BY SHARES.

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**Application** by the Subscribers to the Memorandum of  
Association of ~~THE~~ *S. Breaks & Son*

~~COMPANY,~~ LIMITED

(being a Company such as is specified in Section 2, Sub-section 3,

of The Companies Act, 1900, and which does not issue any

Invitation to the Public to Subscribe for its Shares), for

a Certificate of Incorporation as a Limited Company under

The Companies Acts, 1862 to 1900.

And the several persons whose Names are subscribed hereby Declare that

The *S. Breaks & Son*

COMPANY, LIMITED

(whose Memorandum of Association is delivered herewith), does not issue any Invitation to the Public to Subscribe for its Shares.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

*Samson Breaks Green Mount Wyke Bradford*  
*Yorkshire Retired Chemical Manufacturer*  
*John Wm Breaks. Green Mount. Wyke. Bradford*  
*Yorkshire. Chemical Manufacturer.*  
*Augustus Henry Marks 12 Gascoigne Road Mumpsall Manchester Commercial Traveller*  
*Arthur Jones, 44 Delft Lane, Leeds. Clerk in Holy Orders*  
*Emma Mary Anne Bagshaw. 4 Ash Grove Leeds. Widow*  
*Thomas Fisher 39 Victoria Rd. Headingley Leeds*  
*Commercial Traveller*  
*Annie Eliza Moorhouse 31 Ash Grove Leeds*  
*Wife of James Court Moorhouse*

Dated this

*2<sup>nd</sup>*

day of *March* - 190*6*.

Witness to the above Signatures  
*of Samson Breaks, John William*  
*Breaks and Augustus Henry Marks*  
*John Henry Bentley*  
*Clerks to*  
*Messrs Samuel Wight Morgan & Co*  
*Solicitors, Bradford*

Witness to the above signatures of  
*Arthur Jones, Emma Mary Anne*  
*Bagshaw, Thomas Fisher and*  
*Annie Eliza Moorhouse*  
*Alfred Bentley*  
*Solicitor*

"THE COMPANIES ACTS, 1862 TO 1900."

\_\_\_\_\_  
COMPANY LIMITED BY SHARES.  
\_\_\_\_\_

APPLICATION

FOR A

Certificate of Incorporation

OF THE

*S. Break & Son*

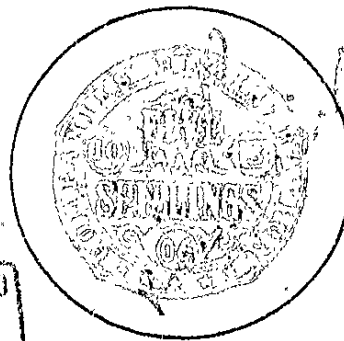
COMPANY, LIMITED.

JORDAN & SONS, LIMITED,  
COMPANY REGISTRATION AGENTS, PRINTERS, AND STATIONERS,  
116 AND 120 CHANCERY LANE, LONDON, W.C.

No. of  
Certificate

2.

# "COMPANIES ACTS, 1862 to 1900."



A 5/-  
Companies  
Registration  
Fee Stamp  
to be  
impressed  
here.



DECLARATION of Compliance with the requisitions of the Companies

Acts, made pursuant to s. 1 (2) of the Companies Act, 1900 (63 & 64

Vict. ch. 48), on behalf of a Company proposed to be registered as the

*S. Breaks & Son Limited.*

Presented for Filing by

*for Sam Wright Morgan & Co*

*Solicitors.*

*23 Bank Street, Bradford*



John William Breaks  
of Green Mount, Wapke, Bradford  
in the County of York Chemical  
Manufacturers

(c) Here insert:  
"A Solicitor of the  
High Court engaged  
in the formation,"

or  
"A Director or  
Secretary named in  
the Articles of  
Association."

Do solemnly and sincerely declare that I am <sup>(c)</sup> the Secretary.

named in the Articles of Association.

1885.

of the S. Breaks & Son

Limited, and that all the requisitions of the Companies Acts in respect of  
matters precedent to the registration of the said Company and incidental  
thereto have been complied with. And I make this solemn Declaration  
conscientiously believing the same to be true, and by virtue of the provisions  
of the "Statutory Declarations Act, 1835."

Declared at Bradford in the  
County of York

the 5<sup>th</sup> day of March  
one thousand nine hundred and 85 before  
me,

Nery B. Shaye

A Commissioner for Oaths.

John W. Breaks.

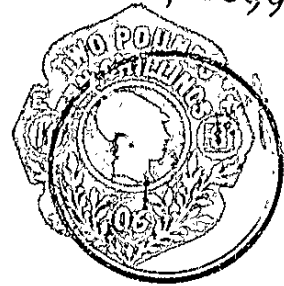
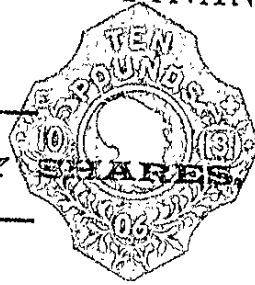
Number of  
Certificate

7711/3

Form No. 25.

THE STAMP ACT, 1891, and THE FINANCE ACT, 1899.

COMPANY LIMITED BY SHARES



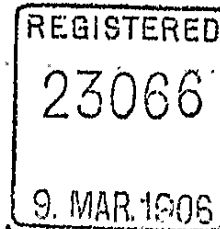
Duty at the rate of 5s. for every £100 should be impressed here.

# Statement of the Nominal Capital

OF

*S. Breaks & Son,*

LIMITED,



Pursuant to Section 112 of The Stamp Act, 1891, and  
Section 7 of The Finance Act, 1899.

(See Page 2 of this Form.)

This Statement is to be lodged with the Memorandum of Association and  
other Documents when the Registration of the Company is applied for.

TELEGRAMS: "CERTIFICATE, LONDON."

11.05.  
TELEPHONE: NUMBER 246 HOLBORN.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,  
116 & 120 CHANCERY LANE, LONDON, W.C.

Presented for filing by



# THE NOMINAL CAPITAL

OF

*S. Breaks & Son,* LIMITED,  
is *Five thousand* Pounds,  
divided into *Five thousand* Shares  
of *One pound* each.

Signature *Jordan & Sons, Limited.*  
*120 Chancery Lane, London, W.C.,*  
Description *Registration Agents.*

Dated the *2<sup>nd</sup>* day  
of *March* 190

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



THE STAMP ACT, 1891, and THE FINANCE ACT, 1899.

COMPANY LIMITED BY SHARES.

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STATEMENT

OF THE

NOMINAL CAPITAL

OF

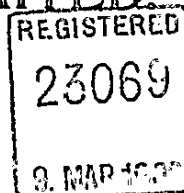
*L. Breaks & Co.*

*son*

LIMITED.

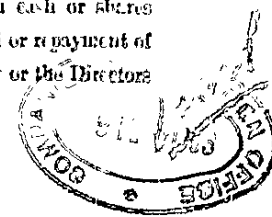
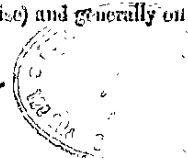
THE COMPANIES ACTS, 1862 TO 1900.  
COMPANY LIMITED BY SHARES

Memorandum of Association  
OF  
S. BREAKS & SON LIMITED



1. The name of the Company is "S. BREAKS & SON LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (a) To carry on the business of Manufacturers of and dealers in picric and other acids, chemicals, explosives and drysalteries of every kind and their accessories and all or any other articles and things whether of a similar character or capable of being conveniently manufactured or dealt in therewith.
  - (b) To carry on any other business or businesses whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or render profitable or more profitable the Company's business or any of its property or rights.
  - (c) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person, firm, society, or company carrying on any business or businesses which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and also to purchase and acquire any machinery, plant, stock, apparatus, materials, and other property and effects used in connection with, and to conduct or liquidate and wind up any such business.
  - (d) To apply for, purchase, or otherwise acquire any British or foreign Patents, Licences, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, sell, or grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
  - (e) To purchase, take on Lease or on yearly or other tenancy or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licences, patents, machinery, rolling stock, plant and stock-in-trade.
  - (f) To pay for any property or rights acquired by the Company either in cash or shares (with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise) and generally on such terms as the Company or the Directors shall determine.

*Presented for filing by*



- (g) To construct, maintain, enlarge, improve, reduce and alter any buildings or works as the Company or the Directors may deem necessary or convenient for the purposes of the Company.
- (h) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Directors including the purchase of any real or personal property of whatever kind.
- (i) To lend or deposit money to, or with such persons, Corporations, States or Governments and upon such terms as to the Directors may seem expedient, and in particular to or with customers and others having dealings with the Company and either by way of loan or guarantee or otherwise and to guarantee the performance of contracts by the Company or any such persons.
- (j) To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction which the Directors may deem capable of being conducted so as directly or indirectly to benefit this Company.
- (k) To sell the undertaking of the Company or any part thereof or all or any of its property 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.
- (l) To promote, form, and register any other Company for the purpose of acquiring all or any of the property and liabilities of this Company, and for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to acquire, hold and dispose of Shares in any such other Company.
- (m) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture stock—perpetual or otherwise—charged upon all or any of the Company's properties (both present and future) including its uncalled capital.
- (n) To make, draw, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.
- (o) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (p) To do all or any of the above things either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (q) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, or Securities of this Company.
- (r) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other Companies belonging to this Company, or of which this Company may have the power of disposing.

(s) To grant pensions, allowances, gratuities, and bonuses to any person or persons employed or formerly employed by the Company.

(t) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause 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 £5,000, divided into 5,000 shares of £1 each, with power from time to time to increase or reduce the Capital and to divide the shares in the Capital for the time being into classes, and to attach thereto, respectively, any preferential, deferred, qualified or special rights, privileges, or conditions.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
Samson Breaks, Green Mount, Wyke, Bradford, Yorks	One
Retired Chemical Manufacturer	
John Wm Breaks, Green Mount, Wyke, Bradford, Yorks. Chemical Manufacturer	one
Augustine Henry Marks 12 Fraser Road Gimpall, Manchester Commercial Traveller.	one
Arthur Jones. 44 Delft Lane. Leeds Clerk in Holy Orders	one.
Emma Mary Anne Hayshaw 4 Ash Grove Leeds. Widow	One
Thomas Fisher 39 Victoria Rd Wadding, Leeds, Commercial Traveller	One
Annie Eliza Moorhouse 3 Ash Grove Leeds Wife of James Court Moorhouse	one

Dated the 2nd day of March 1906.

Witness to the above Signatures,  
of Samson Breaks, John  
William Breaks and Augustus  
Henry Marks  
John Wm Breaks  
Clerk to them  
Samuel Wright Morgan & Co  
Solicitors  
Bradford

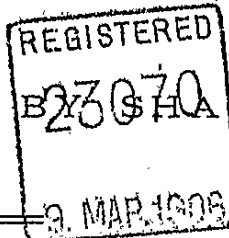
Witness to the above signatures  
of Arthur Jones, Emma Mary  
Anne Hayshaw, Thomas Fisher  
and Annie Eliza Moorhouse.  
Alfred Hutton  
Solicitor  
Leeds.



10/11/06  
S. B.

THE COMPANIES ACTS, 1862 TO 1900.

COMPANY LIMITED BY 23070 SHARES.



## Articles of Association

OF

**S. BREAKS & SON LIMITED.**

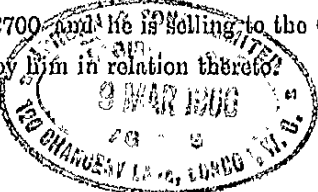
### PRELIMINARY.

1. The regulations contained in the Table marked "A" in the First Schedule to the Companies Act 1862 (hereinafter called "Table A") shall subject as hereinafter mentioned apply to this Company.

2. Clauses 10, 29, 30, 31, 32, 33, 34, 37, 44, 52, 53, 54, 57, 58, 59, 60, 61, 62, 72, 78 and 84 to 94 (inclusive) of Table "A" shall not apply to this Company.

3. The Company shall forthwith enter into an Agreement already prepared and to be made between Samson Breaks, of Wyke, in the City of Bradford, Retired Chemical Manufacturer, as Vendor of the first part, Augustus Henry Marks, of 12, Fraser Road, Crumpsall, in the City of Manchester, Commercial Traveller, of the second part, and "S. Breaks & Son Limited" (therein and herein called "the Company") of the third part, and the Directors shall carry the said Agreement into effect with full power nevertheless from time to time to agree to any modification of the terms of such Agreement either before or after the execution thereof.

4. The Vendor under the said Agreement is the said Samson Breaks who is a Promoter and is also one of the Directors of the Company and "the said effects" contracted by the said Agreement to be sold to the Company were purchased by him on the 22nd December last for the sum of £700 and he is selling to the Company at a profit of £300 less some incidental expenses incurred by him in relation thereto.



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## LIEN.

5. The Company shall have a first and paramount lien and charge available at law and in equity upon all shares held by each Member whether solely or jointly with other Members, and upon all dividends and bonuses declared in respect thereof for all moneys owing, whether solely or jointly, by, and all liabilities and obligations, whether sole or joint, of such Member to the Company.

6. All or any Shares upon which the Company has a lien may, for the purpose of satisfying such lien, be sold by the Directors, subject to the provisions of the next succeeding article. The proceeds of any such sale shall be applied, first, in payment of the costs and expenses connected with such sale, secondly, in or towards satisfaction of the debts, liabilities, or obligations in respect of which such sale was made, and the surplus (if any) shall be paid to the person whose Shares were so sold, or his executors or administrators.

7. No such sale shall be made unless and until notice in writing shall have been given to the Member whose Shares it is proposed to sell, or his executors or administrators, requiring him or them to pay the amount due to the Company or to discharge the said liabilities or obligations, and default shall have been made by him or them for seven days from the date of service of such notice in complying with such requisition.

8. The validity of the sale of or purchaser's title to any Share sold to satisfy a lien, shall not, after the purchaser's name has been entered on the register in respect of such Share, be impeached by any person, notwithstanding any irregularity in the proceedings incidental to such sale; and upon such entry being made the purchaser shall be deemed the holder of such Share discharged from all calls due prior to the purchase and the exclusive remedy (if any) of the former holder of such share, or of any person claiming under or through him, shall be in damages and against the Company.

9. The Board may refuse to register any transfer of Shares upon which the Company has a lien, and any transfer of Shares to a Transferee who is, in the opinion of the Board, an irresponsible person, or who is, in the like opinion, directly or indirectly interested in or connected with any Company, firm, or persons carrying on or proposing to carry on any business, trade, or operation, which the Company is authorised to carry on, or who is, for any other reason, in the like opinion, an undesirable person to admit as a Member of the Company, and the Board shall in no case be bound to assign any reason for refusing to register any transfer.

## CAPITAL.

10. The Company may from time to time by special resolution reduce its capital in any manner that may seem expedient subject to the provisions of the Companies Acts 1862 to 1900, and may also by special resolution consolidate or sub-divide its Shares or any of them.

11. The words "except so far as is otherwise provided by the conditions of issue" shall be deemed to be inserted at the end of clause 28 of Table "A".

## MEETINGS.

12. The Statutory Meeting shall be held according to the provisions of Section 12 of the Companies Act 1900 at such place and hour as the Directors may determine.

13. Subsequent General Meetings shall be held once in every year at such place and hour as the Directors may determine. Such Meetings shall be called "Ordinary" Meetings.

14. Any General Meeting other than the Statutory or an Ordinary Meeting shall be called an "Extraordinary" Meeting.

15. The Directors may, whenever they think fit, and shall upon a requisition being made and deposited in accordance with the provisions of s. 13 of the Companies Act 1900, convene an Extraordinary Meeting.

16. The word "two" shall be substituted for the word "five" in clauses 42 and 43 of Table "A".

#### QUORUM.

17. The quorum for a General Meeting shall be three Members personally present. No business shall be transacted at any General Meeting, except the declaration of a dividend, unless a quorum be present at the time when the Meeting proceeds to business. For the purposes of this article, joint holders of a Share shall be deemed to be one Member only.

18. The words "the Members present shall be deemed to be a quorum" shall be substituted for the words "it shall be adjourned sine die" in clause 38 of Table "A".

#### VOTES.

19. Every Member shall have one vote for every Share held by him.

#### DIRECTORS.

20. The number of Directors shall not be less than two nor more than five. The first Directors shall be the said Samson Breaks and the said Augustus Henry Marks. The Directors may, subject as aforesaid, from time to time appoint any other person or persons to be a Director or Directors.

21. Except as hereinafter provided the qualification of an Ordinary Director shall be the holding in his own right of Ordinary Shares in the capital of the Company to the nominal amount of £50 or such other nominal amount as may from time to time be fixed by the Directors.

22. Subject to clause 27 and so long as he holds not less than 250 Shares in the Company each of them the said Samson Breaks and Augustus Henry Marks shall continue to be a Director and whilst holding office by virtue of this provision shall be called a Permanent Director and if by resignation he ceases to be a Permanent Director he shall if qualified be deemed to have been thereupon elected an Ordinary Director, Provided always that the said Samson Breaks shall be entitled to at any time nominate his son John William Breaks to such office of Permanent Director in the place of him the said Samson Breaks and the Company shall have power to appoint and shall within one calendar month from being required by the said Samson Breaks so to do duly appoint to such office the said John William Breaks who shall hold the same upon the like terms as the said Samson Breaks save only the present power of substitution and save that the said John William Breaks shall be deemed to hold the requisite qualification for office whether as Permanent or Ordinary Director so long as the required qualification stands in the name of the said Samson Breaks or in the names of the trustees of his Will or of his personal representatives.

23. Each Permanent Director for the time being shall be entitled to a salary of £1 per week and the salary of the said John William Breaks as Permanent Director shall accrue to him from the date of such nomination as aforesaid.

24. The said John William Breaks may continue to act as Secretary notwithstanding his appointment as a Permanent Director unless the Company shall otherwise determine but in such case of dual capacity he shall in respect thereof be entitled to one salary only namely that of a Permanent Director.

25. The Ordinary Directors shall be paid out of the funds of the Company for remuneration for their services such sum (if any) as the Company may from time to time determine and such remuneration shall be divided among them (if more than one) in such proportions and manner as such Ordinary Directors may determine.

26. A Resolution in writing which is signed by all the Directors for the time being in office shall have the same effect and be of the same validity as if a quorum of Directors had duly met together and formally passed the same.

#### VACATION OF OFFICE.

27. The office of a Director shall ipso facto be vacated

- (a) If he shall not within two months from the date of his appointment be qualified or if thereafter his qualification ceases, or
- (b) If he holds any other office or place of profit under the Company except that of a Permanent or Managing Director or Secretary, or
- (c) If he becomes a Lunatic or of unsound mind, or
- (d) If he by notice in writing to the Company resigns his office.

28. The office of a Director (Permanent or otherwise) shall not be vacated by reason of his contracting or entering into any arrangement with the Company or by reason of his being interested as a Member of any Corporation, Company, or Partnership in any contract or arrangement in which the Company may also have an interest; and no Director shall be liable to account for any profit derived from any such contract or arrangement, nor shall any such contract or arrangement be avoided, by reason only of a Director being interested therein. But the nature of the interest of any Director in any such contract or arrangement shall be disclosed to the Board before or at the Meeting of the Board at which such contract or arrangement is determined upon, or if his interest does not exist at the time of such determination, then at the first Meeting of the Board after the acquisition of his interest.

#### RETIREMENT AND ELECTION.

29. At the Ordinary Meeting in the year 1907 and at the Ordinary Meeting in every subsequent year one third of the Ordinary Directors (if any) for the time being, or if their number is not a multiple of three, then the number nearest to one third shall retire from office. But this article shall not apply to any Permanent or Managing Director and no Permanent or Managing Director shall be taken into account in determining the rotation in which the other Directors are to retire.

30. In every year the Directors to retire shall be those who have been longest in office; and where two or more Directors have held office for an equal length of time, the Director or Directors



to retire shall, unless they agree among themselves, be determined by ballot. A retiring Director shall be re-eligible.

81. The Company at the General Meeting at which any Directors retire by rotation as aforesaid shall, unless it be determined to reduce the number of Directors, fill up the vacated offices, and may fill up any other offices for the time being vacant. If at any Meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall, if willing so to do, continue in office until the Ordinary Meeting in the next year, and so on from time to time until their places are filled.

#### MANAGING DIRECTORS.

82. The Directors may at any time and from time to time appoint any one or more of their body to be Managing Director or Managing Directors of the Company, for such period (fixed or otherwise) and at such remuneration (either by way of fixed salary, or commission on or participation in sales or profits, or by two or more of those modes) as they may think fit and may, subject to the terms of any agreement between him and the Company, at any time remove any Managing Director from office.

#### SECRETARY.

83. The first Secretary of the Company shall be the said John William Breaks.

#### DIVIDENDS.

84. The Directors may, with the sanction of the Company in General Meeting from time to time declare, out of the nett profits of the Company, a dividend or bonus, or both, to be paid to the Members in accordance with their rights; and the Directors may, without such sanction, pay to the Members from time to time such interim dividends as appear to the Board to be justified by the profits of the Company.

85. All dividends and bonuses shall subject to the rights of the holders of any Shares issued under any special arrangement, be payable in proportion to the amount paid up on the Shares held by the Members respectively. Amounts for the time being paid up in advance of calls shall not be taken into account in ascertaining the amount of dividend payable on the Shares in respect of which amounts have been so paid up.

86. Dividends may be paid in cash or specie, or both, and in particular in fully paid up Shares of other Companies. If any difficulty shall arise in the apportionment among the Members of any assets distributable by way of dividend, such difficulty shall be determined by the Directors.

#### ACCOUNTS.

87. The Directors shall cause true accounts to be kept of the stock-in-trade and of the assets, credits, and liabilities of the Company, and of all sums received and expended by the Company, and the matters in respect of which such receipt and expenditure take place.

88. The account and other books of the Company shall be kept at the registered office of the Company, or at such other place as the Directors may from time to time determine, and such books shall not, subject to the provisions of the Companies Acts 1862 to 1900, be open to

inspection by the Members of the Company except with the sanction of the Board or of the Company in General Meeting.

### CALLS ON SHARES.

89. The word "call" in clauses 6, 17, 18, 19 and 47 of Table "A" shall be deemed to include sums payable in respect of any Share by instalments.

#### NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Samson Breaks Green Mount, Wyke,  
Bradford Yorks Retired Chemical  
Manufactures  
John Wm Breaks. Green Mount. Wyke.  
Bradford. Yorks. Chemical Manufacturer  
Augustus Henry Marks, 12 Fraser Road Crompton, Manchester.  
Commercial Traveller.  
Arthur Jones. 44 Delft Lane. Leeds  
Clerk in Holy Orders.  
Edna Mary Anne Bagshaw 4 Ash Grove Leeds  
Widow  
Thomas Fisher 39 Victoria Rd Handingby  
Leeds Commercial Traveller  
Annie Eliza Moorhouse 31 Ash Grove Leeds  
Wife of James Gout Moorhouse

Dated the 2<sup>nd</sup> day of March - 1908.

Witness to the above Signatures,  
of Samson Breaks, John William  
Breaks and Augustus Henry Marks  
John Henry Bentley  
Clerk to  
Messrs Samuel Wright Morgan & Co  
Solicitors, Bradford

Witness to the above  
signatures of  
Arthur Jones, Edna Mary Anne  
Bagshaw, Thomas Fisher and  
Annie Eliza Moorhouse. -  
Alfred Huley  
Solicitor  
Leeds.

DUPLICATE FOR THE FILE.

No. 87994



# Certificate of Incorporation

I Hereby Certify, That the  
*L. Breaks & Son Limited*

is this day Incorporated under the Companies' Acts, 1862 to 1900, and that the Company is  
**Limited.**

Given under my hand at London this *ninth* day of *March*

One Thousand Nine Hundred and *1900*

Fees and Deed Stamps £ *6.14. 6*

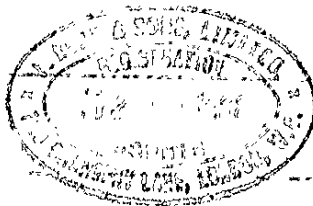
Stamp Duty on Capital £ *12. 10. 0*

*H. V. Gartlett*  
Registrar of Joint Stock Companies.

Certificate received by ...

*Wm. Smith,*

*For*



Date

N<sup>o</sup>. 82911

THE COMPANIES ACTS, 1862 TO 1900.

13

## S. BREAKS & SON LIMITED.

### Special Resolution.

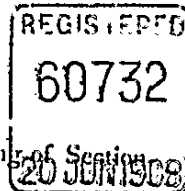


PASSED, the 22nd day of May, 1908.

CONFIRMED, the 19th day of June, 1908.

Notice is hereby given that at an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at the offices of Mr. Alfred Hutley, Solicitor, 53, Albion Street, Leeds, on the 22nd day of May, 1908, the following Resolution was passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company duly convened and held at the same place on the 19th day of June, 1908, the said Resolution was duly confirmed.

### SPECIAL RESOLUTION.



"That the Company shall be a private Company within the meaning of Section 37 of the Companies Act, 1907, and accordingly:

- (a) That the Directors shall be at liberty in their absolute discretion and without assigning any reason to refuse to register any transfer of shares in any case in which they shall think fit to exercise such power of refusal
- (b) That the number of members of the Company exclusive of persons who are in the employment of the Company shall be restricted to 50 and
- (c) That any invitation to the public to subscribe for any shares, debentures or debenture stock of the Company shall be and is hereby prohibited."

Dated this 19th day of June, 1908.

Witness:

*Alfred Hutley*

*Solicitor*

*W. R. H. H. H.*

*Secretary*



cc do.

27 JUN 1917

"THE COMPANIES ACTS, 1908 AND 1913."

COMPANY LIMITED BY SHARES.



(COPY)

# Special Resolution

(Pursuant to the Companies (Consolidation) Act, 1908, Sections 8, 69 and 70)

OF

## S. BREAKS & SON, LIMITED.

Passed 5th June, 1917.

Confirmed 26th June, 1917.

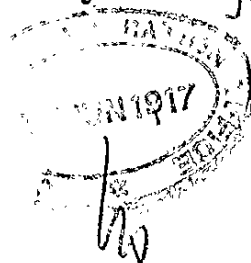
AT an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at <sup>2 Park Place, in the</sup> ~~the Registered Office of the Company,~~  
<sup>City of Leeds</sup> ~~Wyke, in the County of York,~~ on the 5th day of June, 1917, the following SPECIAL RESOLUTION was duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly <sup>Registered Office of the Company, Wyke in the County of York</sup> ~~convened, and held at the same place,~~ on the 26th day of June, 1917, the following SPECIAL RESOLUTION was duly confirmed:—

That the name of the Company be changed to "A. H. Marks & Company, Limited."

Filed with the Registrar of Joint Stock Companies  
on the 27th day of June, 1917.

ATHERTONS,  
LIMITED,  
COMPANY REGISTRATION AGENTS,  
63 & 64, CHANCERY LANE,

A. H. Marks. Secretary.



"THE COMPANIES ACTS, 1908 AND 1913."

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COMPANY LIMITED BY SHARES.

---

(COPY)

Special Resolution

OF

S. BREAKS & SON,  
LIMITED.

CHANGING THE NAME OF THE COMPANY  
TO A. H. MARKS & COMPANY, LIMITED.

---

*Passed 5th June, 1917.*

*Confirmed 26th June, 1917.*

*Registered 27<sup>th</sup> June, 1917.*

---

ALFRED HUTLEY,

*Solicitor*

LEEDS.

---

ATHERTONS, LIMITED  
63 & 61, CHANCERY LANE, LONDON, W.C.

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, 55, Whitehall, London, S.W. (Telegraphic Address: "Companies, Parl, London,") and that the following number may be quoted:— 5838

BOARD OF TRADE



23rd July 1917

Gentlemen,

S. BREAKS &amp; SON LIMITED

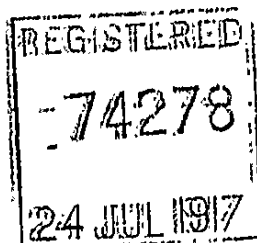
With reference to your application of the 3rd July I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to "A. H. MARKS & COMPANY, LIMITED"

This communication should be tendered to the Registrar of Joint Stock Companies, Somerset House, Strand, W. C. 2 as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908. A Postal Order for 5/-, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

I am, Gentlemen,

Your obedient Servant,

H. M. Winzars.

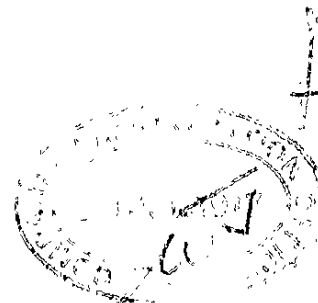
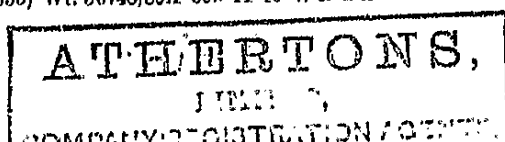


Athertons Limited,

63 &amp; 64, Chancery Lane,

W.C. 2

(2) (71055) Wt. 26740/80A 500 11-16 W B &amp; L



DUPLICATE FOR THE FILE.

No. 87911



## Certificate of Change of Name.

I hereby Certify, That the

S. Breaks & Son Limited

having, with the sanction of a Special Resolution of the said Company, and with the approval of the BOARD OF TRADE, changed its name, is now called the

A. H. Marks & Company, Limited

and I have entered such new name on the Register accordingly.

Given under my hand at London, this Twenty fourth day of July  
One Thousand Nine Hundred and Seventeen.

*Geo. Hargreaves*

Assistant Registrar of Joint Stock Companies.

Certificate received by Wood, For Albert's Ltd,

Chancery Lane

Date 26th July 1917



No. of Company 87911

19  
THE COMPANIES ACT, 1948



COMPANY LIMITED BY SHARES

## Special Resolutions

of

### A. H. MARKS & COMPANY, LIMITED

Passed the 31st day of January, 1961

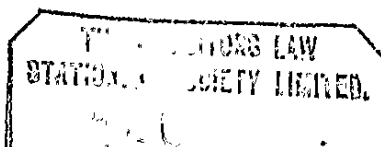
At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at 29 East Parade, Leeds 1, on the 31st day of January, 1961, the following Resolutions were duly passed as SPECIAL RESOLUTIONS :—

#### SPECIAL RESOLUTIONS

"1. That the regulations contained in the printed document submitted to this Meeting and for the purpose of identification signed by the Chairman hereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

2. That it is desirable that the sum of £27,000 (being part of the sum now standing to the credit of the Profit and Loss Account of the Company) be capitalised and accordingly that such sum be set free for distribution amongst the members of the Company who at the date of the passing of this resolution are the holders of the issued 3,000 Ordinary Shares of £1 each in the capital of the Company in the proportions in which they would have been entitled thereto if distributed by way of dividend and that the said sum of £27,000 be applied by the directors in paying up in full the £27,000 6% Unsecured Participating Loan Stock of the Company (to be constituted forthwith by a Deed Poll in the terms of a draft Deed produced to this meeting and for identification signed by the Chairman hereof) and that such Loan Stock to be allotted to and distributed by the directors credited as fully paid up to and amongst the holders of the said Ordinary Shares of £1 each or as they may direct in the proportion of £9 in nominal amount of such Loan Stock for every one Ordinary Share held and that the said allotment and distribution of such Loan Stock be accepted by such holders in full satisfaction of their shares and interest in the said capitalised sum."

*A. H. Lamm*  
Chairman.



THE COMPANIES ACT, 1948

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COMPANY LIMITED BY SHARES

---

New  
Articles of Association

OF

**A. H. MARKS & COMPANY, LIMITED**

(Adopted pursuant to a Special Resolution  
passed the 31st day of January, 1961)

---

HEPWORTH & CHADWICK  
Solicitors  
GUILDFORD CHAMBERS  
111 THE HEADROW  
LEEDS 1

NOTE :—This is a print of the New Articles of Association of A. H. Marks & Company, Limited, adopted pursuant to a SPECIAL RESOLUTION passed at an Extraordinary General Meeting of the Company on the 31st day of January, 1961, and for the purpose of identification signed by the Chairman thereof.

*Adam Lamm*  
Chairman.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

**New Articles of Association**  
of  
**A. H. MARKS & COMPANY, LIMITED**

(Adopted pursuant to a Special Resolution  
passed on the 31st day of January 1961).

1. The regulations contained or referred to in Part II of Table "A" of the First Schedule of the Companies Act 1948 (hereinafter called "Table A") shall apply to the company save and so far as herein expressly mentioned. In case of any conflict between the provisions of Table "A" and the provisions of these Articles, the provisions of these Articles shall prevail.

2. (a) Regulation 3 of Part II of Table "A" shall not apply to the company. The directors may decline to register a transfer :

- (i) of a share not fully paid to a person of whom they do not approve ; and
- (ii) of a share on which the company has a lien : and shall refuse to register a transfer which would increase the number of members beyond the limit specified in regulation 2 of Part II of Table "A".

(b) Subject to the last sub-clause the directors may not decline to register the transfer of a share to :

- (i) a member of the family (as defined below) of the registered holder (whether or not deceased or bankrupt), or
- (ii) another member of the company, or
- (iii) a member of the family (as defined below) of another member of the company, or
- (iv) to a new trustee or trustees on a change or appointment of new trustees of a trust of shares under a family settlement or will or to a beneficiary under a family settlement. The expression "family settlement" shall have the meaning ascribed thereto by paragraph 3 (2) (b) of the Seventh Schedule to the Act.

(A "member of the family" of any person shall for this purpose include that person's husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, or other direct issue or father, mother, grandfather, grand mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, nephew or niece but no other person. For the purpose of this section the stepchild, adopted child or illegitimate child of any person shall be deemed to be that person's child).

(c) No member shall transfer any share to anyone other than the persons specified in the last sub-clause except in accordance with the following provisions :

- (i) A member desirous of transferring his shares (hereinafter called "the selling member") shall give notice (hereinafter called "the notice of sale") to the secretary of the company containing an offer to sell the same, and stating the number of shares which he desires to transfer and the price which he is willing to accept for such shares.
- (ii) The Secretary shall thereupon send to each of the other members of the company and the holders of any unsecured loan stock of the company a circular containing the same particulars, and naming a day (being fourteen days after the receipt by him of the notice of sale) on or before which offers to purchase the same will be received. If on or before the day so named offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the company and the holders of any unsecured loan stock of the company by the secretary, he shall, as agent for the selling member and the proposing purchaser or purchasers declare a contract of sale to be concluded, and shall give notice thereof to the selling member and the purchaser or purchasers.
- (iii) If the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale, the shares offered for sale shall be divided among the proposing purchasers in the proportions as fixed by the directors provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the persons declared to be the purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price. Subject to sub-clause (a) hereof such transfers shall be registered by the directors.
- (iv) If within twenty-one days after the service of the notice of sale on the secretary (or within 21 days of the fixing of the fair value where necessary under sub-clause (c) (vi) hereof) the selling member shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the company or holder or holders of any loan stock of the company, he may within six months from the date of serving the notice of sale sell or dispose of the shares referred to in such notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the company or holder or holders of any loan stock of the company to any other person, provided that such sale or disposal be at a price not less than that named in the notice of sale and subject to sub-clause (a) hereof the directors shall register such transfer accordingly.
- (v) A notice of sale may be renewed from time to time, but the offer therein contained shall not be withdrawn until the expiration of twenty-one days from the time of the service thereof on the secretary.
- (vi) A transfer signed by a member contrary to this sub-clause shall have effect only as a notice of sale given at the time such transfer is submitted to the company in respect of the shares therein purported to be transferred and stating as the price he is willing to accept the price (if any) mentioned in the transfer, or if no price is mentioned in the transfer, then the fair value to be fixed by the auditors (or other accountant nominated by the auditors) as set out in sub-clause (d) hereof.

(d) At any time

- (i) after twelve months from the death or bankruptcy of a member, and
- (ii) if the person entitled to the shares of that member in consequence of the death or bankruptcy (herein called the representative) has not then made an election pursuant to regulation 30 of Part I of Table "A" or if although he has then made an election there remains after six months of such election any of such shares that have not then been the subject of a registration since the death or bankruptcy

then (without prejudice to their powers under regulation 32 of Part I of Table "A") the directors may serve notice on the representative invoking this clause whereupon unless the representative shall procure a registration of the same within three months :

- (a) The directors then shall instruct the auditors (or if the auditors refuse, then any accountant nominated for the purpose by the auditors) to fix a fair value for such shares the value so fixed being conclusive and binding on all parties, and
- (b) the same consequence shall then follow as though the representative had given notice of sale at the time the fair value is so fixed in respect of such shares (or remaining shares as the case may be) naming the fair value so fixed as the price he is willing to accept for the same.
3. Regulation 75 of Part I of Table "A" shall not apply to the company. The numbers of directors of the company shall not be less than three nor more than twelve.
4. The proviso to regulation 79 of Part J of Table "A" shall not apply to the company.
5. Sub-clauses 2 and 4 of regulation 84 of Part I of Table "A" shall not apply to the company and a director may vote and count towards a quorum on any contract or matter notwithstanding any interest he may have therein.
6. (a) In this Article :—  
"the Unsecured Loan Stock" means the £27,000 6 per cent. Unsecured Participating Loan Stock of the company constituted by a Deed Poll dated the 31st day of January 1961  
"Stockholders" means the registered holders for the time being of the Unsecured Loan Stock.  
"participating interest" has the meaning ascribed to it in the said Deed Poll.
- (b) So long as the Unsecured Loan Stock remains outstanding, if on any 1st January no participating interest shall be payable under the said Deed Poll, then and until participating interest shall become payable thereunder the Stockholders shall be entitled to appoint some person selected by them as a director of the company and to remove and replace any person so appointed. A person so appointed shall not be required to hold any share qualification.
- (c) Any such appointment, removal or replacement shall be effected by notice in writing to the company signed by the holders of more than half of the Unsecured Loan Stock or by an ordinary resolution passed at a meeting of the Stockholders convened and held in accordance with the provisions in that behalf contained in the said Deed Poll.

THE COMPANIES ACT, 1948

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COMPANY LIMITED BY SHARES

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New  
Articles of Association  
OF  
A. H. MARKS & COMPANY,  
LIMITED

(Adopted pursuant to a Special Resolution  
passed the 31st day of January, 1961)

---

HEPWORTH & CHADWICK  
Solicitors  
GUILDFORD CHAMBERS  
111 THE HEADFOW  
LEEDS 1

No. of Company: 87911

189  
THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL and ORDINARY RESOLUTIONS

of

A.H. MARKS & COMPANY, LIMITED

Passed the 24th day of March 1969

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company duly convened and held at Wyke, Bradford on Monday the 24th day of March, 1969 the subjoined Resolutions respectively numbered 1 to 3 (inclusive) were duly passed as SPECIAL RESOLUTIONS and the subjoined Resolutions respectively numbered 4 and 5 were duly passed as ORDINARY RESOLUTIONS:

SPECIAL RESOLUTIONS

1. That for Article 2 of the Company's Articles of Association there be substituted the existing Article 2 with the following alterations, viz:-

In Article 2(b) the deletion of the words "or other direct issue" "Grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law"

and the additions at the end thereof of the following:-

"(v) a person certified by a Director to be in the active employ of the company"

In Article 2(c)(ii) the substitution of the words "twenty eight days" for the words "fourteen days" in the fourth line thereof.

In Article 2(c) (iii) the addition of the following words "(being as nearly as may be in proportion to the shares then held by the proposing purchasers)" after the words "as fixed by the Directors" in the fourth line thereof.



In Article 2(c)(iv) and 2(c)(v) the substitution of the words "forty days" for the words "twenty one days" and for the figures and words "21 days".

2. That the following Articles to be numbered 1A and 5A be added after the existing Articles 1 and 5 of the Company's Articles of Association respectively, viz:-

1A All new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the option of the Directors, be conveniently offered under this Article.

5A The last sentence of Clause 98 of Table A to the Companies Act 1948 shall not apply to the Company.

3. That the existing Article 6 be deleted and the following substituted:-

6 Each Director shall have the power to nominate by writing under his hand another Director or with the approval of a majority of the other Directors any other person to act as alternate Director in his place at any Meeting of the Directors at which he is unable to be present and at his discretion to remove such alternate Director and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate and if and when applicable as regards share qualification) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternative Director whilst acting in the place of the absent Director shall exercise and discharge all the duties of the Director he represents but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a Meeting of Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. Any person



appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director."

3

ORDINARY RESOLUTIONS

4. "That the capital of the Company be increased from £5,000 divided into 5,000 shares of £1 each (of which 3,000 are issued and fully paid) to £20,000 divided into 400,000 shares of 1/- each by the subdivision of each of the existing shares of £1 into twenty shares of 1/- and the creation of 300,000 shares of 1/- each."
5. "That (the Directors having so recommended) it is desirable to capitalize £12,000 of the amount for the time being standing to the credit of Profit and Loss Account of the Company and accordingly that such sum be set free for distribution among the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but applied in paying up in full 240,000 unissued shares of 1/- each to be allotted and distributed credited as fully paid in the proportion of four such new shares for each share held at the date of the passing of this Resolution and so that such new shares shall not rank for dividends declared in respect of the year of the Company ending on 30th June 1969 but shall otherwise rank for dividend *pari passu* in all respects with the existing capital of the Company."

  
L. M. A. MARKS  
CHAIRMAN

No. of Company 87911

90



*CHES 3-15*

Form 10.



*3-15-0*

*23753*

# THE COMPANIES ACTS 1948 TO 1967

## Notice of Increase in Nominal Capital. *pursuant to Section 63 of the Companies Act, 1948.*

Name  
of  
Company

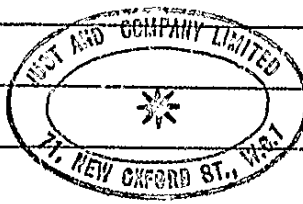
A. H. MARKS & COMPANY,

Limited.

This Notice must be sent to the Registrar within 15 days from the date of the passing of the Resolution by which the Increase has been authorised, under a penalty for default.

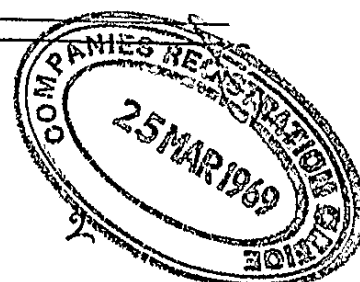
A Statement of the increase of the Nominal Capital must be filed pursuant to S. 112, Stamp Act, 1891, as amended by S. 39 of the Finance Act, 1920. If not so filed within 15 days of the passing of the Resolution, interest on the duty at the rate of 5 % per annum will be charged by virtue of S. 5 of the Revenue Act, 1903.

Presented by



Presenter's Reference

PUBLISHED AND SOLD BY  
WATERLOW & SONS LIMITED  
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,  
85 & 86, London Wall, London, E.C.2  
100, The Headrow, Leeds 1



2  
TO THE REGISTRAR OF COMPANIES.

A. H. MARKS & COMPANY,

Limited, hereby gives you notice pursuant to  
section 63 of The Companies Act, 1948, that by (a)n Ordinary  
Resolution of the Company dated the twenty-fourth day of  
March, 1969, the nominal Capital of the Company has been  
increased by the addition thereto of the sum of £15,000

beyond the Registered Capital of £ 5,000

The additional Capital is divided as follows:—

Number of Shares	Class of Shares	Nominal amount of each share
300,000	Ordinary	1s. each

The Conditions (b) subject to which the new Shares have been or are to be issued are  
as follows:—

Subject to any special rights or restrictions which may be  
conferred or imposed upon the 300,000 newly created shares of  
1s each or any part thereof at the time of issue of such shares  
the same are to rank pari passu as one class with the  
existing shares of 1s. each in the capital of the Company.

Signature *A. H. Marks*  
(State whether Director or Secretary)

Dated the 24<sup>th</sup> day of March 1969

(a) "Ordinary," "Extraordinary," or "Special."

(b) e.g., voting rights, dividend rights, winding up rights, etc.

(If any of the new Shares are Preference Shares state whether they are redeemable or not)

V

No. of Company.....87911/91

Form No. 2

**THE STAMP ACT, 1891**  
(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

**Statement of Increase of the Nominal Capital**  
of

A. H. MARKS & COMPANY,

**LIMITED**

Pursuant to Section 112 of the Stamp Act 1891 as amended by Section 7 of  
the Finance Act 1899, by Section 39 of the Finance Act 1920 and  
Section 41 of the Finance Act 1933.

**NOTE.**—The Stamp Duty on an increase of Nominal Capital is Ten Shillings for  
every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed  
pursuant to Section 63 (1) of the Companies Act 1948. If not so filed within  
15 days after the passing of the Resolution by which the Capital is increased,  
Interest on the duty at the rate of 5 per cent. per annum from the date of the  
passing of the Resolution is also payable. (Section 5 of the Revenue Act 1903)

Printed by

**JUST AND COMPANY LTD.**

Company Printers and Registration Agents

71 NEW OXFORD STREET, LONDON, W.C.1

Telephone : TEMPLE BAR 2261

2

# THE NOMINAL CAPITAL

OF

..... A.H. MARKS & COMPANY, ..... Limited  
has by a Resolution of the Company dated ..... 24th day of March ..... been  
increased by the addition thereto of the sum of £15,000 .....  
divided into ..... 300,000 ..... Shares of ..... 1s ..... each,  
beyond the registered Capital of ..... £5,000 .....

\*Signature

*A.H. Marks*

Officer, ..... DIRECTOR .....

Dated the ..... 24th ..... day of ..... March ..... 19 69

=====

*\*This Statement should be signed by a Director or Secretary of the Company.*

87911/103

I hereby certify that this is a true copy  
of the amended Memorandum and  
new Articles of Association of  
A.H. Marks and Company Limited

THE COMPANIES ACTS, 1862 TO 1900. -

- THE COMPANIES ACTS, 1948 to 1967.

*[Signature]*

Director.

Company Limited by Shares.

Memorandum

AND

*Still perfect*  
*ECA 72*

New Articles of Association

OF

A. H. MARKS & COMPANY, LIMITED

Incorporated the 9th day of March, 1906.

SOLICITORS,

SAMUEL WRIGHT, MORGAN & Co.,

BRADFORD,

ALFRED HUTLEY,

LEEDS.



2

THE COMPANIES ACTS, 1862 TO 1900.  
THE COMPANIES ACTS, 1948 to 1967.

---

Company Limited by Shares.

---

# Memorandum

AND

New Articles of Association

of

A. H. MARKS & COMPANY, LIMITED

---

Incorporated the 9th day of March, 1906.

---

SOLICITORS,

SAMUEL WRIGHT, MORGAN & Co.,

BRADFORD.

ALFRED HUTLEY,

LEEDS.

No. 87911.

## Certificate of Incorporation.

I hereby Certify that **S. BREAKS & SON LIMITED** is this day incorporated under the Companies Acts, 1862 to 1900, and that the Company is Limited.

Given under my hand at London this Ninth day of March, one thousand nine hundred and six.

H. F. BARTLETT,

*Registrar of Joint Stock Companies.*

*Fees and Deed Stamps, £5 17 6*

*Stamp Duty on Capital, £12 10 0*



4

THE COMPANIES ACTS, 1862 TO 1900.  
THE COMPANIES ACTS, 1948 to 1967.  
COMPANY LIMITED BY SHARES.

Memorandum of Association  
OF  
**A. H. MARKS & COMPANY, LIMITED**

1. The name of the Company is "A.H. MARKS & COMPANY, LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—
- (a) To carry on the business of Manufacturers of and dealers in picric and other acids, chemicals, explosives and drysalteries of every kind and their accessories and all or any other articles and things whether of a similar character or capable of being conveniently manufactured or dealt in therewith.
  - (b) To carry on any other business or businesses whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or render profitable or more profitable the Company's business or any of its property or rights.
  - (c) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person, firm, society, or company carrying on any business or businesses which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and also to purchase and acquire any machinery, plant, stock, apparatus, materials, and other property and effects used in connection with, and to conduct or liquidate and wind up any such business.
  - (d) To apply for, purchase, or otherwise acquire any British or foreign Patents, Licences, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, sell, or grant licences in respect of or otherwise to account the property, rights, and information so acquired.
  - (e) To purchase, take on lease or on yearly or other tenancy or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licences, patents, machinery, rolling-stock, plant and stock-in-trade.
  - (f) To pay for any property or rights acquired by the Company either in cash or shares (with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise) and generally on such terms as the Company or the Directors shall determine.

\* Special Resolution passed on 5th June, 1917 changing name of Company from S. Breaks & Son Limited.

- (g) To construct, maintain, enlarge, improve, reduce and alter any buildings or works as the Company or the Directors may deem necessary or convenient for the purposes of the Company.
- (h) To invest and deal with the moneys of the Company not immediately required up in such securities and in such manner as may from time to time be determined by the Directors including the purchase of any real or personal property of whatever kind.
- (i) To lend or deposit money to or with such persons, Corporations, States or Governments and upon such terms as to the Directors may seem expedient, and in particular to or with customers and others having dealings with the Company and either by way of loan or guarantee or otherwise and to guarantee the performance of contracts by the Company or any such persons.
- (j) To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concessions, or otherwise with any person or company carrying on or engaged in any business or transaction which the Company is authorized to carry on or engage in, or any business or transaction which the Directors may deem capable of being conducted so as directly or indirectly to benefit this Company.
- (k) To sell the undertaking of the Company or any part thereof or all or any of its property 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.
- (l) To promote, form, and register any other Company for the purpose of acquiring all or any of the property and liabilities of this Company, and for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to acquire, hold and dispose of Shares in any such other Company.
- (m) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture stock - perpetual or otherwise—charged upon all or any of the Company's properties (both present and future) including its uncalled capital.
- (n) To make, draw, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.
- (o) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (p) To do all or any of the above things either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (q) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, or Securities of this Company.
- (r) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other Companies belonging to this Company, or of which this Company may have the power of disposing.

(a) To grant pensions, allowances, gratuities, and bonuses to any person or persons employed or formerly employed by the Company.

(b) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and wherever situated in the United Kingdom or elsewhere.

1. The liability of the Members is limited.

5. The capital of the Company is £20,000 divided into 400,000 shares of 1/- (5p.) each, with power from time to time to increase or reduce the Capital and to divide the shares in the Capital for the time being into classes, and to attach thereto, respectively, any preferential, deferred, qualified or special rights, privileges, or conditions.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.		Number of Shares taken by each Subscriber.
SAMSON BREAKS, Green Mount, Wyle, Bradford, Yorks., Retired Chemical Manufacturer.		One
JOHN WM. BREAKS, Green Mount, Wyle, Bradford, Yorks., Chemical Manufacturer.		One
AUGUSTUS HENRY MARKS, 12, Fraser Road, Crumpsall, Manchester, Commercial Traveller.		One
ARTHUR JONES, 41, Delph Lane, Leeds, Clerk in Holy Orders		One
EMMA MARY ANNE BAGSHAW, 4, Ash Grove, Leeds, Widow.		One
THOMAS FISHER, 89, Victoria Road, Headingley, Leeds, Commercial Traveller.		One
ANNIE ELIZA MOORHOUSE, 31, Ash Grove, Leeds, Wife of James Court Moorhouse.		One

Dated the 2nd day of March, 1906.

Witness to the above Signatures of  
Samson Breaks, John William  
Breaks and Augustus Henry  
Marks

JOHN HENRY BENTLEY,  
Clerk to Messrs. Samuel Wight, Morgan & Co.,  
Solicitors, Bradford.

Witness to the above Signatures of  
Arthur Jones, Emma Mary Anne  
Bagshaw, Thomas Fisher and  
Annie Eliza Moorhouse

ALFRED HUTLEY,  
Solicitor,  
Leeds.

On 24th March, 1969 the share Capital of the Company was increased from £5,000 to £20,000 divided into 400,000 shares of 1/- (5p.) each by the subdivision of each of the existing shares of £1 each into 20 shares of 1/- (5p.) each and the creation of 300,000 shares of 1/- (5p.) each.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

A. H. MARKS & COMPANY, LIMITED

(Adopted pursuant to a Special Resolution  
passed on the 31st day of January 1961).

1. The regulations contained or referred to in Part II of Table "A" of the First Schedule of the Companies Act 1948 (hereinafter called "Table A") shall apply to the company save and so far as herein expressly mentioned. In case of any conflict between the provisions of Table "A" and the provisions of these Articles, the provisions of these Articles shall prevail.

1A. All new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an

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offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

2. (a) Regulation 3 of Part II of Table "A" shall not apply to the company. The directors may decline to register a transfer:

(i) of a share not fully paid to a person of whom they do not approve; and

(ii) of a share on which the company has a lien: and shall refuse to register a transfer which would increase the number of members beyond the limit specified in Regulation 2 of Part II of Table "A"

(b) Subject to the last sub-clause the directors may not decline to register the transfer of a share to:

(i) a member of the family (as defined below) of the registered holder (whether or not deceased or bankrupt), or

(ii) another member of the company, or

(iii) a member of the family (as defined below) of another member of the company, or

(iv) to a new trustee or trustees on a change or appointment of new trustees of a trust of shares under a family settlement or will or to a beneficiary under a family settlement. The expression "family settlement" shall have the meaning ascribed thereto by paragraph 3 (2) (b) of the Seventh Schedule to the Act.

(v) a person certified by a Director to be in the active employ of the company.

(A "member of the family" of any person shall for this purpose include that person's husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild or father, mother, brother, sister, nephew or niece but no other person. For the purpose of this Section the stepchild, adopted child or illegitimate child of any person shall be deemed to be that person's child).

(c) No member shall transfer any share to anyone other than the persons specified in the last sub-clause except in accordance with the following provisions:

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(i) A member desirous of transferring his shares (hereinafter called "the selling member") shall give a notice (hereinafter called "the notice of sale") to the secretary of the company containing an offer to sell the same, and stating the number of shares which he desires to transfer and the price which he is willing to accept for such shares.

(ii) The Secretary shall thereupon send to each of the other members of the company and the holders of any unsecured loan stock of the company a circular containing the same particulars, and naming a day (being twenty eight days after the receipt by him of the notice of sale) on or before which offers to purchase the same will be received. If on or before the day so named offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the company and the holders of any unsecured loan stock of the company by the secretary he shall as agent for the selling member and the proposing purchaser or purchasers declare a contract of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.

(iii) If the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale, the shares offered for sale shall be divided among the proposing purchasers in the proportions as fixed by the directors (being as nearly as may be in proportion to the shares then held by the proposing purchasers) provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the persons declared to be the purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price. Subject to sub-clause (a) hereof such transfers shall be registered by the directors.

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(iv) If within Forty days after the service of the notice of sale on the secretary (or within Forty days of the fixing of the fair value where necessary under sub-clause (c) (vi) hereof) the selling member shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the company or holder or holders of any loan stock of the company he may within six months from the date of serving the notice of sale sell or dispose of the shares referred to in such notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the company or holder or holders of any loan stock of the company to any other person, provided that such sale or disposal be at a price not less than that named in the notice of sale and subject to sub-clause (a) hereof the Directors shall register such transfer accordingly.

(v) A notice of sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of Forty days from the time of the service thereof on the secretary.

(vi) A transfer signed by a member contrary to this sub-clause shall have effect only as a notice of sale given at the time such transfer is submitted to the company in respect of the shares therein purported to be transferred and stating as the price he is willing to accept the price (if any) mentioned in the transfer, or if no price is mentioned in the transfer, then the fair value to be fixed by the auditors (or other accountant nominated by the auditors) as set out in sub-clause (d) hereof.

(d) At any time

(i) after twelve months from the death or bankruptcy of a member, and

(ii) if the person entitled to the shares of that member in consequence of the death or bankruptcy (herein called "the representative") has not then made an election pursuant to Regulation 30 of Part I of Table "A" or if although he has

then made an election there remains after six months of such election any of such shares that have not then been the subject of a registration since the death or bankruptcy then (without prejudice to their powers under Regulation 32 of Part I of Table "A") the Directors may serve notice on the representative invoking this clause whereupon unless the representative shall procure a registration of the same within three months:

- (a) The Directors then shall instruct the auditors (or if the auditors refuse, then any accountant nominated for the purpose by the auditors) to fix a fair value for such shares the value so fixed being conclusive and binding on all parties, and
- (b) the same consequence shall then follow as though the representative had given notice of sale at the time the fair value is so fixed in respect of such shares (or remaining shares as the case may be) naming the fair value so fixed as the price he is willing to accept for the same.

3. Regulation 75 of Part I of Table "A" shall not apply to the company. The numbers of directors of the company shall not be less than three nor more than twelve.

4. The proviso to regulation 79 of Part I of Table "A" shall not apply to the company.

5. Sub-clauses 2 and 4 of regulation 84 of Part I of Table "A" shall not apply to the company and a director may vote and count towards a quorum on any contract or matter notwithstanding any interest he may have therein.

5A. The last sentence of Clause 98 of Table "A" to the Companies Act 1948 shall not apply to the company.

6. Each Director shall have the power to nominate by writing under his hand another Director or with the approval of a majority of the other Directors any other person to act as alternate Director in his place at



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any Meeting of the Directors at which he is unable to be present and at his discretion to remove such alternate Director and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate and if and when applicable as regards share qualification) be subject in all respects to the terms and conditions existing with reference to the other Directors of the company and each alternative Director: whilst acting in the place of the absent Director shall exercise and discharge all the duties of the Director he represents but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a Meeting of Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors, Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director.

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NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

SAMSON BREAKS,

Green Mount, Wyke, Bradford, Yorks.,  
Retired Chemical Manufacturer.

JOHN WM. BREAKS,

Green Mount, Wyke, Bradford, Yorks.,  
Chemical Manufacturer.

AUGUSTUS HENRY MARKS,

12, Fraser Road, Crumpsall, Manchester,  
Commercial Traveller.

ARTHUR JONES,

14, Delph Lane, Leeds,  
Clerk in Holy Orders.

EMMA MARY ANNE BAGSHAW,

4, Ash Grove Leeds,  
Widow.

THOMAS FISHER,

39, Victoria Road, Headingley, Leeds,  
Commercial Traveller.

ANNIE ELIZA MOORHOUSE,

81, Ash Grove, Leeds,  
Wife of James Cout Moorhouse.

Dated the 2nd day of March, 1906.

Witness to the above Signatures of  
Samson Breaks, John William  
Breaks and Augustus Henry  
Marks

Witness to the above Signatures of  
Arthur Jones, Emma Mary Anne  
Bagshaw, Thomas Fisher and  
Annie Eliza Moorhouse

JOHN HENRY BENTLEY,

Clerk to Messrs. Samuel Wright, Morgan & Co.,  
Solicitors, Bradford.

ALFRED HUTLEY,

Solicitor,  
Leeds.

19  
THE COMPANIES ACTS, 1862 TO 1900.  
THE COMPANIES ACTS, 1948 to 1967.

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COMPANY LIMITED BY SHARES.

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Memorandum

AND

Articles of Association

OF

A. H. MARKS & COMPANY,  
LIMITED

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*Incorporated the 9th day of March, 1906.*

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SOLICITORS,

SAMUEL WRIGHT, MORGAN & CO.

BRADFORD.

ALFRED HUTLEY,

LEEDS.

---

A. G. LUMMIS, PRINTER, DALE STREET, SHIPLEY.

Company No. 87911

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THE COMPANIES ACTS 1862 TO 1900

and

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

A. H. MARKS & COMPANY, LIMITED

Passed the 2nd day of November 1982.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wyke, Bradford BD12 9EJ, West Yorkshire, on Tuesday the 2nd day of November 1982 at 10.30 a.m. the following Resolution was duly passed as a Special Resolution of the Company:-

SPECIAL RESOLUTION

"That the Articles of Association of the Company be amended by the addition thereto after the existing Article numbered 3 of the following Articles to be numbered 4 and 5 respectively, namely:

4. The Company may purchase its own shares (including any redeemable shares) in accordance with and subject to Section 46 of the Companies Act 1981.
  5. Subject to Sections 55 and 62 of the said Act of 1981 the Company may make payments in respect of the purchase under Section 46 of that Act of any of its own shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares in accordance with and subject to Section 54 of the said Act
- and by renumbering the existing Articles 3 to 6 inclusive accordingly

CHAIRMAN

*L. A. Marks*



87911  
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THE COMPANIES ACTS, 1862 TO 1900. -

- THE COMPANIES ACTS, 1948 to 1967.

Company Limited by Shares.

# Memorandum

AND

## New Articles of Association

OF

A. H. MARKS & COMPANY, LIMITED

Incorporated the 9th day of March, 1906.

SOLICITORS,

SAMUEL WRIGHT, MORGAN & CO.,

BRADFORD,

ALFRED HUTLEY,

LEEDS.

This is a true and correct copy of  
the updated Memorandum & Articles of  
Association of A. H. Marks and Company,  
Limited. Signed *A. H. Marks*  
Dated .....



No. 87911.

## Certificate of Incorporation.

I hereby Certify that S. BREAKS & SON LIMITED is this day incorporated under the Companies Acts, 1862 to 1900, and that the Company is limited.

Given under my hand at London this Ninth day of March, one thousand nine hundred and six.

H. F. BARTLETT,

*Registrar of Joint Stock Companies.*

*Fees and Deed Stamps, £6 17 6*

*Stamp Duty on Capital, £12 10 0*

THE COMPANIES ACTS, 1902 TO 1900.  
THE COMPANIES ACTS, 1948 to 1967.  
COMPANY LIMITED BY SHARES.

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Memorandum of Association  
OF  
A. H. MARKS & COMPANY, LIMITED

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1. The name of the Company is "A. H. MARKS & COMPANY, LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (a) To carry on the business of Manufacturers of and dealers in picric and other acids, chemicals, explosives and drysalteries of every kind and their accessories and all or any other articles and things whether of a similar character or capable of being conveniently manufactured or dealt in therewith.
  - (b) To carry on any other business or businesses whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or render profitable or more profitable the Company's business or any of its property or rights.
  - (c) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person, firm, society, or company carrying on any business or businesses which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and also to purchase and acquire any machinery, plant, stock, apparatus, materials, and other property and effects used in connection with, and to conduct or liquidate and wind up any such business.
  - (d) To apply for, purchase, or otherwise acquire any British or foreign Patents, Licences, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, sell, or grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
  - (e) To purchase, take on lease or on yearly or other tenancy or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licences, patents, machinery, rolling-stock, plant and stock-in-trade.
  - (f) To pay for any property or rights acquired by the Company either in cash or shares (with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise) and generally on such terms as the Company or the Directors shall determine.

Special Resolution passed on 5th June, 1917 changing name of Company from S. Drouks & Son Limited.

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- (g) To construct, maintain, enlarge, improve, reduce and alter any buildings or works as the Company or the Directors may deem necessary or convenient for the purposes of the Company.
- (h) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Directors including the purchase of any real or personal property of whatever kind.
- (i) To lend or deposit money to or with such persons, Corporations, States or Governments and upon such terms as to the Directors may seem expedient, and in particular to or with customers and others having dealings with the Company and either by way of loan or guarantee or otherwise and to guarantee the performance of contracts by the Company or any such persons.
- (j) To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concessions, or otherwise with any person or company carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction which the Directors may deem capable of being conducted so as directly or indirectly to benefit this Company.
- (k) To sell the undertaking of the Company or any part thereof or all or any of its property 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.
- (l) To promote, form, and register any other Company for the purpose of acquiring all or any of the property and liabilities of this Company, and for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to acquire, hold and dispose of Shares in any such other Company.
- (m) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture stock—perpetual or otherwise—charged upon all or any of the Company's properties (both present and future) including its uncalled capital.
- (n) To make, draw, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.
- (o) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (p) To do all or any of the above things either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (q) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, or Securities of this Company.
- (r) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other Companies belonging to this Company, or of which this Company may have the power of disposing.



(c) To grant pensions, allowances, gratuities, and bonuses to any person or persons employed or formerly employed by the Company.

(d) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause 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 £20,000 divided into 400,000 shares of 1/- (5p.) each, with power from time to time to increase or reduce the Capital and to divide the shares in the Capital for the time being into classes, and to attach thereto, respectively, any preferential, deferred, qualified or special rights, privileges, or conditions.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
SAMSON BREAKS, Green Mount, Wyle, Bradford, Yorks., Retired Chemical Manufacturer.	One
JOHN WM. BREAKS, Green Mount, Wyle Bradford, Yorks., Chemical Manufacturer.	One
AUGUSTUS HENRY MARKS, 12, Fraser Road, Crumpsall, Manchester, Commercial Traveller.	One
ARTHUR JONES, 41, Delfi Lane, Leeds, Clerk in Holy Orders	One
EMMA MARY ANNE BAGSHAW, 4, Ash Grove, Leeds, Widow.	One
THOMAS FISHER, 89, Victoria Road, Huddersley, Leeds, Commercial Traveller.	One
ANNIE ELIZA MOORHOUSE, 81, Ash Grove, Leeds, Wife of James Cont Moorhouse.	One

Dated the 2nd day of March, 1900.

Witness to the above Signatures of  
Samson Breaks, John William  
Breaks and Augustus Henry  
Marks

JOHN HENRY BENTLEY,  
Clerk to Messrs. Samuel Wright, Mangan & Co.,  
Solicitors, Bradford.

Witness to the above Signatures of  
Arthur Jones, Emma Mary Anne  
Bagshaw, Thomas Fisher and  
Annie Eliza Moorhouse

ALFRED HUTLEY,  
Solicitor,  
Leeds.

On 24th March, 1969 the share Capital of the Company was increased from £5,000 to £20,000 divided into 400,000 shares of 1/- (5p.) each the subdivision of each of the existing shares of £1 each into 20 shares of 1/- (5p.) each and the abolition of 300,000 shares of 1/- (5p.) each.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

A. H. MARKS & COMPANY, LIMITED

(Adopted pursuant to a Special Resolution  
passed on the 31st day of January 1961).

1. The regulations contained or referred to in Part II of Table "A" of the First Schedule of the Companies Act 1948 (hereinafter called "Table A") shall apply to the company save and so far as herein expressly mentioned. In case of any conflict between the provisions of Table "A" and the provisions of these Articles, the provisions of these Articles shall prevail.

1A. All new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which by reason of the ratio which the new shares bear to shares held by persons entitled to an

offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

2. (a) Regulation 3 of Part II of Table "A" shall not apply to the company. The directors may decline to register a transfer:

(i) of a share not fully paid to a person of whom they do not approve; and

(ii) of a share on which the company has a lien: and shall refuse to register a transfer which would increase the number of members beyond the limit specified in Regulation 2 of Part II of Table "A"

(b) Subject to the last sub-clause the directors may not decline to register the transfer of a share to:

(i) a member of the family (as defined below) of the registered holder (whether or not deceased or bankrupt), or

(ii) another member of the company, or

(iii) a member of the family (as defined below) of another member of the company, or

(iv) to a new trustee or trustees on a change or appointment of new trustees of a trust of shares under a family settlement or will or to a beneficiary under a family settlement. The expression "family settlement" shall have the meaning ascribed thereto by paragraph 3 (2) (b) of the Seventh Schedule to the Act.

(v) a person certified by a Director to be in the active employ of the company.

(A "member of the family" of any person shall for this purpose include that person's husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild or father, mother, brother, sister, nephew or niece but no other person. For the purpose of this Section the stepchild, adopted child or illegitimate child of any person shall be deemed to be that person's child).

(c) No member shall transfer any share to anyone other than the persons specified in the last sub-clause except in accordance with the following provisions:

(1) A member desirous of transferring his shares (hereinafter called "the selling member") shall give a notice (hereinafter called "the notice of sale") to the secretary of the company containing an offer to sell the same, and stating the number of shares which he desires to transfer and the price which he is willing to accept for such shares.

(1i) The Secretary shall thereupon send to each of the other members of the company and the holders of any unsecured loan stock of the company a circular containing the same particulars, and naming a day (being twenty eight days after the receipt by him of the notice of sale) on or before which offers to purchase the same will be received. If on or before the day so named, offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the company and the holders of any unsecured loan stock of the company by the secretary he shall as agent for the selling member and the proposing purchaser or purchasers declare a contract of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.

(1ii) If the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale, the shares offered for sale shall be divided among the proposing purchasers in the proportions as fixed by the directors (being as nearly as may be in proportion to the shares then held by the proposing purchasers) provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the persons declared to be the purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price. Subject to sub-clause (a) hereof such transfers shall be registered by the directors.

(iv) If within Forty days after the service of the notice of sale on the secretary (or within Forty days of the fixing of the fair value where necessary under sub-clause (c) (vi) hereof) the selling member shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the company or holder or holders of any loan stock of the company he may within six months from the date of serving the notice of sale sell or dispose of the shares referred to in such notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the company or holder or holders of any loan stock of the company to any other person, provided that such sale or disposal be at a price not less than that named in the notice of sale and subject to sub-clause (a) hereof the Directors shall register such transfer accordingly.

(v) A notice of sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of Forty days from the time of the service thereof on the secretary.

(vi) A transfer signed by a member contrary to this sub-clause shall have effect only as a notice of sale given at the time such transfer is submitted to the company in respect of the shares therein purported to be transferred and stating as the price he is willing to accept the price (if any) mentioned in the transfer, or if no price is mentioned in the transfer, then the fair value to be fixed by the auditors (or other accountant nominated by the auditors) as set out in sub-clause (d) hereof.

(d) At any time

(i) after twelve months from the death or bankruptcy of a member, and

(ii) if the person entitled to the shares of that member in consequence of the death or bankruptcy (herein called "the representative") has not then made an election pursuant to Regulation 30 of Part I of Table "A" or if although he has

then made an election there remains after six months of such election any of such shares that have not then been the subject of a registration since the death or bankruptcy then (without prejudice to their powers under Regulation 32 of Part I of Table "A") the Directors may serve notice on the representative invoking this clause whereupon unless the representative shall procure a registration of the same within three months:

(a) The Directors then shall instruct the auditors (or if the auditors refuse, then any accountant nominated for the purpose by the auditors) to fix a fair value for such shares the value so fixed being conclusive and binding on all parties, and

(b) the same consequence shall then follow as though the representative had given notice of sale at the time the fair value is so fixed in respect of such shares (or remaining shares as the case may be) naming the fair value so fixed as the price he is willing to accept for the same.

3. Regulation 75 of Part I of Table "A" shall not apply to the company. The numbers of directors of the company shall not be less than three nor more than twelve.

4. The Company may purchase its own shares (including any redeemable shares) in accordance with and subject to Section 46 of the Companies Act 1981.

5. Subject to Sections 55 and 62 of the said Act of 1981 the Company may make payments in respect of the purchase under Section 46 of that Act of any of its own shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares in accordance with and subject to Section 54 of the said Act

6. The proviso to regulation 79 of Part I of Table "A" shall not apply to the company.

7. Sub-clauses 2 and 4 of regulation 84 of Part I of Table "A" shall not apply to the company and a director may vote and count towards a quorum on any contract or matter notwithstanding any interest he may have therein.

7A. The last sentence of Clause 98 of Table "A" to the Companies Act 1948 shall not apply to the company.

8. Each Director shall have the power to nominate by writing under his hand another Director or with the approval of a majority of the other Directors any other person to act as alternate Director in his place at any Meeting of the Directors at which he is unable to be present and at his discretion to remove such alternate Director and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate and if and when applicable as regards share qualification) be subject in all respects to the terms and conditions existing with reference to the other Directors of the company and each alternative Director. whilst acting in the place of the absent Director shall exercise and discharge all the duties of the Director he represents but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a Meeting of Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors, Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director.

Names, Addresses, and Descriptions of Subscribers.

SAMSON BREAKS,

Green Mount, Wyke, Bradford, Yorks.,

Retired Chemical Manufacturer.

JOHN WM. BREAKS,

Green Mount, Wyke, Bradford, Yorks.,

Chemical Manufacturer.

AUGUSTUS HENRY MARKS,

12, Fraser Road, Crumpsall, Manchester,

Commercial Traveller.

ARTHUR JONES,

44, Delph Lane, Leeds,

Clerk in Holy Orders.

EMMA MARY ANNE BAGSHAW,

4, Ash Grove Leeds,

Widow.

THOMAS FISHER,

89, Victoria Road, Headingley, Leeds,

Commercial Traveller.

ANNIE ELIZA MOORHOUSE,

81, Ash Grove, Leeds,

Wife of James Cout Moorhouse.

Dated the 2nd day of March, 1906.

Witness to the above Signatures of  
Samson Breaks, John William  
Breaks and Augustus Henry  
Marks

Witness to the above Signatures of  
Arthur Jones, Emma Mary Anne  
Bagshaw, Thomas Fisher and  
Annie Eliza Moorhouse

JOHN HENRY BENTLEY,

Clerk to Messrs. Samuel Wright, Morgan & Co.,  
Solicitors, Bradford.

ALFRED HUTLEY,

Solicitor,  
Leeds.



THE COMPANIES ACTS, 1862 TO  
THE COMPANIES ACTS, 1948 t

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COMPANY LIMITED BY SHA

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Memorandum

AND

Articles of Association

OF

**A. H. MARKS & COMPANY**  
**LIMITED**

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*Incorporated the 9th day of March, 1*

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SOLICITORS,

SAMUEL WRIGHT, MORGAN &  
BRADFORD,

ALFRED HUTLEY,  
LEEDS.

---

A. G. LUNNIE, PRINTER, DALE STREET, WHIPLEY.

23/2 u.  
Company No. 87911  
126.

THE COMPANIES ACTS 1862 TO 1900

and

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

A. H. MARKS & COMPANY, LIMITED

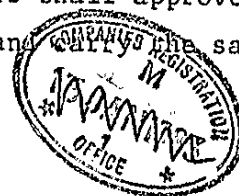
Passed the 31st day of December 1982.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wyke, Bradford BD12 9EJ, West Yorkshire, on Friday the 31st day of December 1982 at 10.00 a.m. the following Resolution was duly passed as a Special Resolution of the Company in accordance with the provisions of Section 47 of the Companies Act 1981:-

SPECIAL RESOLUTION

"That the draft of an Agreement produced to this meeting and signed for identification by the Chairman thereof, expressed to be made between Union Carbide Agricultural Products Company Inc. ("UCAP") of the one part and this Company ("the Company") of the other part, and providing for the purchase by the Company out of its distributable profits, in exercise of the power in this behalf conferred by Section 46 of the Companies Act 1981, and Article 4 of the Articles of Association of the Company, of the 78,800 fully paid Ordinary Shares of 5p each in the capital of the Company which are at the date hereof beneficially owned by UCAP, for such aggregate sum payable by such instalments as are respectively specified in the said draft, be and the same is hereby approved, and accordingly:-

- (a) the Directors be and they are hereby authorised and requested to procure the Company to enter into the said Agreement (with such modifications and additions if any as the Directors shall approve, but not so as to increase the said aggregate sum) and carry the same into effect;



- (b) notwithstanding anything otherwise contained or incorporated in the Articles of Association of the Company, from and after the signature and exchange of the said Agreement the said 78,800 Ordinary Shares shall not entitle the holders to receive notice of or attend or vote at any general meeting of the Company, nor to participate in the profits or assets thereof or otherwise to enjoy any rights or privileges as members of the Company save as expressly provided by the said agreement; and
- (c) the Shares, which by virtue of Section 45(9) of the Companies Act 1981, the Company will have power to issue in place of the Shares to be purchased as aforesaid from UCAP shall be 78,800 Ordinary Shares of 5p each forming a single class with the remaining Ordinary Shares in the present capital of the Company".

A handwritten signature in black ink, appearing to be 'A. M. ...', written over a horizontal line.

CHAIRMAN

DATED

1982

UNION CARBIDE AGRICULTURAL PRODUCTS COMPANY, INC.

and

A. H. MARKS AND COMPANY, LIMITED

Duplicate/

---

A G R E E M E N T  
for purchase of shares

---

Hepworth & Chadwick  
111 The Headrow  
Leeds LS1 5JP

THIS AGREEMENT is made the                      day of                      One thousand nine hundred and eighty two B E T W E E N UNION CARBIDE AGRICULTURAL PRODUCTS COMPANY, INC (hereinafter called "APC") a Pennsylvania Corporation formerly known as Amchem Products Inc. having an office at Old Ridgebury Road Danbury Connecticut 06817 in the United States of America of the one part and A H. MARKS AND COMPANY, LIMITED (hereinafter called "A H Marks") whose registered office is situate at Wyke Bradford BD12 9EJ West Yorkshire England of the other part.

W H E R E A S : -

- 1) A H Marks is a private company limited by shares incorporated in England on the 9th day of March One thousand nine hundred and six under the Companies Acts 1862 to 1900 as S Breaks & Son Limited having by Special Resolution passed on the 5th day of June 1917 changed its name to A H Marks and Company, Limited and with an authorised share capital of £20,000 divided into 400,000 ordinary shares of 5p each of which 315,800 ordinary shares of 5p each have been issued and allotted at the date hereof
- 2) APC is the beneficial owner free from encumbrances of 78,800 ordinary shares of 5p each in the capital of A H Marks (hereinafter called "the APC Shares") representing 24.95% of the total issued share capital of A H Marks
- 3) Pursuant to Article 4 of the Articles of Association of A H Marks A H Marks may purchase its own shares (including any redeemable shares) in accordance with and subject to Section 46 of the Companies Act 1981
- 4) APC desire to sell the APC Shares to A H Marks and pursuant to the said power contained in the said Article 4 A H Marks is willing to purchase the APC Shares on the terms and conditions hereinafter contained

5) Pursuant to the provisions of Section 47(10) of the Companies Act 1981 a copy of this contract in draft has been made available for inspection by members of A H Marks both at the registered office of the Company for not less than a period of 15 days ending with the date of the hereinafter recited Extraordinary General Meeting of A H Marks and at the said Extraordinary General Meeting and no amendment or variation to this contract has subsequently been made or agreed

6) By a Special Resolution of A H Marks duly passed pursuant to the provisions of Section 47(5) of the Companies Act 1981 at an Extraordinary General Meeting of A H Marks duly convened and held on the            day of            One thousand nine hundred and eighty two the terms of this contract have been authorised

7) The payments hereinafter set out are to be made out of distributable profits of A H Marks

NOW IT IS HEREBY AGREED as follows:-

1. APC as beneficial owners hereby agree to sell to A H Marks and A H Marks agrees to purchase from APC the APC Shares free from all claims charges liens encumbrances and equities
2. The consideration for the said sale and purchase shall be the payment by A H Marks out of distributable profits of A H Marks of the sum of £830,000 Sterling such payment to be made as to the sum of £450,000 Sterling on the fourth day of January 1983 (which said date is hereinafter called "the Date of Closing") and as to the balance by three instalments the first of a sum of £126,667 Sterling to be paid on the first day of December 1983 the second of a sum of £126,666 Sterling on the first day of December 1984 and the third of a sum of £126,666 Sterling on the first day of December 1985. Each of the foregoing payments shall be made to APC in immediately available funds and shall be free of interest. A H Marks now has and will have available to it as at the Date of Closing distributable profits in an amount equal to or greater than 830,000 Pounds Sterling.

Provided that if payment of any of the foregoing instalments on the due date for payment thereof shall become unlawful the same shall be paid as soon thereafter as such payment shall become lawful without interest meanwhile but until such payment shall have been made of any overdue instalment A H Marks shall not declare or make any distribution on the remainder of its issued capital nor capitalise any distributable profits.

- 3.
- a) It is hereby agreed that the amount paid up on the APC Shares shall be treated as being satisfied by the sum of 3,940 Pounds Sterling out of the said instalment of 450,000 Pounds Sterling payable on the date of closing and the remainder of the consideration shall represent premiums payable on the APC Shares
  - b) Upon the Date of Closing and henceforth thereafter the APC Shares shall cease to confer on the holders thereof the right to receive notice of or to attend or vote at any general meeting of A H Marks or to participate in the profits or assets of A H Marks or otherwise to enjoy any rights or privileges as members of A H Marks save as provided in sub-clause (c) below and APC shall have no obligation with respect to the APC Shares
  - c) Notwithstanding the foregoing provisions the APC Shares shall rank pari passu with the remaining Ordinary shares in the capital of A H Marks for dividends and distributions declared paid or made in respect of any financial year of A H Marks which ended on or before 30th June 1982 which said dividends and distributions shall accrue for the benefit of APC

4. On the Date of Closing or such later date as the parties may agree in writing APC shall deliver to A H Marks the share certificates relating to all of the APC Shares and simultaneously therewith A H Marks

shall deliver to APC a bankers draft in the amount of £450,000 Sterling payable to Union Carbide U K Limited Sheffield U K as collecting agent for Union Carbide Agricultural Products Company Inc Danbury Connecticut U S A which said payment shall constitute a full and sufficient discharge of the obligations of A H Marks hereunder in respect of the said sum of £450,000 Pounds Sterling

5. APC hereby warrants and undertakes to and with A H Marks that at the date hereof:-

- a) there is no option right to acquire mortgage charge pledge lien or other form of security or encumbrance on over or affecting the APC Shares or any of them;
- b) there is no agreement or commitment to give or create any of the foregoing over or in respect of the APC Shares or any of them;
- c) no claim has been made by any person to be entitled to and there has been no exercise or purported exercise of any of the foregoing;
- d) APC are entitled to sell and transfer the full legal and beneficial ownership in the APC Shares to the purchaser on the terms set out in this agreement;
- e) there are no amounts in respect of accrued dividend owed to APC on any of the APC Shares;
- f) that all the foregoing warranties and undertakings shall be true at the closing as if expressly given at such date;

6. The warranties undertakings and agreements contained in this agreement shall remain in full force and effect after and notwithstanding the closure

7. No agreement at variance with the terms and conditions of this agreement shall be binding on the parties unless reduced to a written agreement signed by or on behalf of the parties.



8. This agreement shall be governed by and construed in accordance with the Laws of England and APC hereby submit themselves to the jurisdiction of the English Courts.

AS WITNESS the hands of

being duly authorised for and on behalf of APC and

being duly authorised for and on behalf of A H Marks the day and year first above written

SIGNED by the said \_\_\_\_\_ )

\_\_\_\_\_ )  
for and on behalf of UNION )

CARBIDE AGRICULTURAL PRODUCTS )

COMPANY INC in the presence )

of:- )


SIGNED by the said \_\_\_\_\_ )

\_\_\_\_\_ )  
being duly authorised for and )

on behalf of A H MARKS AND )

COMPANY, LIMITED in the )

presence of:- )



CONFIDENTIAL

For 1530 44656,  
Type 557231 19450

25 August 1989  
T/89/51411/RL/HC144

Following earlier discussions we confirm that we shall not be seeking re-appointment as auditors of the company at the conclusion of the Annual General Meeting to be held on 6 September 1989, at which the accounts for the year ended 30 June 1989 will be laid before the members.

Yours faithfully

Pennell Kent Foster.

2251 1904