

"THE COMPANIES ACTS, 1908 to 1917."

Declaration of Compliance



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

WITH THE

REQUIREMENTS OF THE COMPANIES
(CONSOLIDATION) ACT, 1908,

Made pursuant to Section 17, Sub-Section 2, of The Companies (Consolidation)
Act, 1908, on behalf of a Company proposed to be Registered as

A. S. Lee
LIMITED.

108538
31 JUL 1919

(See Page 2 of this Form.)

50934-6.19.

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

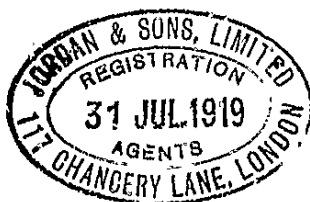
TELEPHONE NUMBER: HOLBORN 246.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,

116 & 117 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C. 2.

resented for filing by



I Harry George Swinton Lee
of Deni Cottage Taylor Road
Wallingford Surrey

*Here insert--
"A Solicitor
of the High
Court en-
gaged in the
formation,"
or "A person
named in the
Articles of
Association
as a
Director (or
Secretary)."

Do solemnly and sincerely Declare that I am* a person named
in the articles of association as a
Director of H. G. Lee

Ap¹²

LIMITED,

and that all the requirements of The Companies (Consolidation) Act, 1908,
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 64, Cast Hill,
Wandsworth, S.W. 18.

the 29th day of July
One thousand nine hundred and nineteen,

before me,


A Commissioner for Oaths

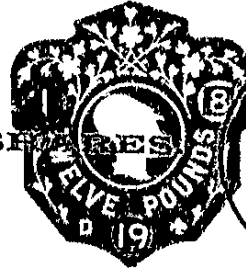
H. G. Lee

NOTE: This margin is reserved for binding, and must not be written across.

157575

E 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

H. P. Lee

108537
31 JUL 1919

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891, as
amended by 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.

GRAMS: "CERTIFICATE, FLEET, LONDON."

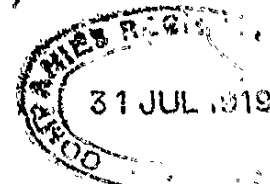
TELEPHONE NUMBER: HOLBORN 246.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers

116 & 117 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C. 2.

ated for filing by



THE NOMINAL CAPITAL.

OF

H. P. Lee

LIMITED,

is Five thousand Pounds,
divided into Five thousand Shares
of One pound each.

Signature H. P. Lee.

Description Director of H. P. Lee & Co.

Dated the Twentieth day
of July 1919

NOTE.—This margin is reserved for binding, and must not be written across.

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

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

COMPANY LIMITED BY SHARES.

STATEMENT
OF THE
NOMINAL CAPITAL
OF

H. S. Lee,

LIMITED.

"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Memorandum

AND

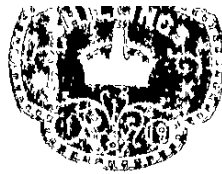
Articles of Association

OF

H. S. LEE, LIMITED.

INCORPORATED THE 29th DAY OF July, 1919.

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTERS, PUBLISHERS, AND STATIONERS,
116 AND 117 CHANCERY LANE, LONDON, W.C. 2, AND 13 BROAD STREET PLACE, E.C. 2.



"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
H. S. LEE, LIMITED.

1. The Name of the Company is "H. S. LEE, 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 acquire and take over as a going concern and carry on the business of a Building Contractor now carried on by HARRY SWINTON LEE at 221 St. John's Hill, Clapham Junction, in the County of Surrey, together with the whole of the real and personal property and assets of the proprietor of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between HARRY SWINTON LEE of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.

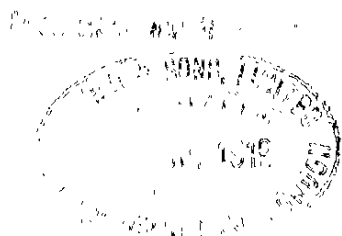
(b) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of Builders and General

£5-0-0
10/-
10/-
10/-

10/-

7-27

100540
31 JUL 1917



Contractors, Builders' Merchants, Property Repairers and Jobbers, Plumbers, Painters, Glaziers, Electrical, Mechanical, Sanitary, Gas and Hot Water and General Engineers, Metal Workers, Timber Merchants, Saw Mill Proprietors and Sawyers, Carpenters, Joiners, Wood Workers, Shop Fitters, Shop Front Constructors, French Polishers, Wood Paving and Flooring Manufacturers, Designers and Layers of Marble, Mosaic, and Terazzo Paving; Manufacturers of Artificial Stone and Reinforced Concrete, Erectors of Fireproof Constructions, General Concrete Workers, Paviers, Brick and Tile Manufacturers, Cement Merchants, and Manufacturers of and Wholesale Dealers in Building Requisites of all kinds, and in Sanitary Ware, Earthenware, Fireplaces, Chimney Pieces, Grates, Stoves, and Domestic Ironmongery and Hardware of every description; Manufacturers of, Agents for, and Dealers in Wood Working and other Plant and Machinery; Merchants and Dealers in Coal, Coke, and every kind of Natural or Artificial Fuel; House, Land, and Estate Agents, Surveyors, Auctioneers, and Valuers; Carters, Carmen and Carriers, Haulage Contractors, Government Contractors, General Merchants, Traders, Warehousemen, and Agents; and to manufacture, buy and sell, repair and deal in plant, tools, machinery, and implements of all kinds necessary or useful for the carrying on of any of the businesses of the Company or likely to be required by any of the customers thereof.

- (c) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (d) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and

any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

- (e) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (f) To apply for, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (g) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such

person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (i) To search for, get, win, work, raise, make marketable, and use, sell, and dispose of coal, oil, iron, clay, precious and other metals, minerals, and other substances or products on, within, or under any property of the Company, and to grant prospecting and mining and other licences, rights, or privileges for such purposes.
- (j) 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.
- (k) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
- (l) 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), and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (m) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (n) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (o) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (p) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (q) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (r) To remunerate any person, firm or company rendering services to this Company, whether by

cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part, or otherwise.

- (s) 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, Debenture Stock, or securities of this Company.
- (t) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employés, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (u) To procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or Place.
- (v) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (w) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as

the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

- (a) 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.
- (y) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through agents or otherwise, and either alone or in conjunction with others.
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Five Thousand Pounds, divided into Five Thousand Shares of One Pound each.

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.
<i>J. S. Lee</i> <i>The cottage Grosvenor</i> <i>Wallington Road</i> <i>Surrey</i> <i>Builder</i>	<i>one</i>
<i>H. G. L. Lee</i> <i>Dene Cottage</i> <i>Taylor Road</i> <i>Wallington Surrey</i> <i>Builder</i>	<i>one</i>
<i>A. J. Wakeford</i> <i>184. Clapham Road.</i> <i>London W. 9.</i> <i>Builder.</i>	<i>one</i>

Dated the *25th* day of *July*, 1919.

Witness to the above Signatures—

A. F. H. Mott
14 Old Queen's Chambers
London E.C. 4.
Chartered Accountant



"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Articles of Association
OF
H. S. LEE, LIMITED.

PRELIMINARY.

1. The first business of the Company shall be to acquire the business and undertaking of a Building Contractor carried on by HARRY SWINTON LEE, and for the purpose of so doing the Directors shall forthwith take into consideration and, if approved of, shall enter into on behalf of the Company (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (a), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said Agreement by reason of any Promoter or Director of the Company being the Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendor without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement and to have assented to all the terms thereof.

2. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of

10354

31 JUL 1919

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the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company to any amount not exceeding Two Shillings per Share.

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

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

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

SHARE CAPITAL.

6. The original Share Capital of the Company is Five Thousand Pounds, divided into Four Thousand Five Hundred Six per Cent. Cumulative Preference Shares of One Pound each and Five Hundred Ordinary Shares of One Pound each, and such Preference Shares shall confer the right to a fixed Cumulative Preferential Dividend at the rate of Six per centum per annum on the Capital for the time being paid up thereon, and shall rank as regards return of Capital in priority to the Ordinary Shares, but shall not confer the right to any further participation in profits or assets.

BORROWING POWERS.

7. The Directors may raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same, together with any interest or premium thereon, by mortgage or charge upon the whole or any part of the assets and property of the Company, present or future, including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not

so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued.

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

GENERAL MEETINGS.

9. With the consent in writing of all the Members a General Meeting may be convened on a shorter notice than seven days and in any manner such Members may think fit; and Clause 49 of Table A shall be modified accordingly.

10. When it is proposed to pass a Special Resolution the two Meetings may be convened by one and the same notice, and it shall be no objection to such notice that it only convenes the second Meeting contingently upon the resolution being passed by the requisite majority at the first Meeting.

11. The accidental omission to give notice of a General Meeting to any Member shall not invalidate the proceedings at such Meeting.

DIRECTORS.

12. Unless otherwise determined by a General Meeting the number of Directors shall not be less than two nor more than five.

13. The following persons shall be the first Directors of the Company: HARRY SWINTON LEE, HARRY GEORGE SWINTON LEE, and ARTHUR JAMES WAKEFORD. They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become

disqualified from any of the causes specified in Article 20 hereof; and accordingly Clauses 78 to 86 of Table A shall not apply to any Permanent Director.

14. The said HARRY SWINTON LEE shall be the Chairman of the Meetings of the Directors so long as he be a Permanent Director and shall choose to act as such Chairman.

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

16. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than One Hundred Pounds. A Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company and pay for so many Shares as shall be necessary to make up with the Shares (if any) which he then holds the amount of his said qualification, and his name shall be entered in the Register of Members accordingly.

17. The Directors shall be paid in each year out of the funds of the Company by way of remuneration for their services such sum (if any) as shall be determined by the Company in General Meeting, and the same shall be divided among them in such proportions and manner as the Directors by agreement may determine, and in default of such determination equally.

18. The Directors may from time to time determine the quorum for transacting business, and unless otherwise so determined the quorum shall be two.

19. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and constituted.

DISQUALIFICATION OF DIRECTORS.

20. The office of a Director shall be vacated—

- (a) If he become bankrupt or insolvent or compound with his creditors;
- (b) If he become of unsound mind or be found a lunatic;
- (c) If he be convicted of an indictable offence;
- (d) If he cease to hold the necessary Share qualification or do not obtain the same within one month from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of twelve calendar months without special leave of absence from the other Directors;
- (f) If he give the Directors one calendar month's notice in writing that he resigns his office.

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

21. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship (except that of Auditor), and may be appointed thereto upon such terms as to remuneration, tenure of office, or otherwise, as the Directors may arrange.

22. A Director may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has

acquired such interest. But, except in respect of the Agreement referred to in Article 1 hereof, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration.

MANAGING DIRECTOR.

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

RESERVE FUND.

24. The Directors may before recommending any Dividend set aside out of the profits of the Company such sum as they think proper as a Reserve Fund, and may also carry to the Reserve Fund any premiums received on the issue of any Shares, Debentures, or Debenture Stock of the Company or any accretions to Capital arising from the sale or ascertained on a revaluation of any part of the property of the Company. Such Reserve Fund may be applied to meet contingencies, or for repairing, improving, or maintaining the property of the Company, replacing wasting assets, forming an Insurance Fund, equalising Dividends, or for payment of special Dividends, or for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company. The Directors may divide the Reserve Fund into such special funds as they think fit, and they may, without placing the same to reserve, from time to time carry forward any profits which they think it not prudent at the time to divide, and they may either use the several sums so set aside and carried forward in the Company's business and without keeping the same separate from the Company's other assets or may invest the same upon such investments (other than Shares of the Company)

as they may think fit, and may, from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company.

25. The Company in General Meeting may at any time and from time to time pass a resolution that it is expedient to capitalise any sum or sums (a) forming part of the undivided profits standing to the credit of the Company's Reserve Fund, or (b) being undivided net profits in the hands of the Company, or (c) any sum carried to reserve representing premiums received on the issue of any Shares, Debentures, or Debenture Stock of the Company as the result of a sale or of the revaluation of the property of the Company or any part thereof, and that any such sum or sums be appropriated to and amongst the Holders of Shares rateably in proportion to the amount paid up or credited as paid up on the Shares held by them respectively otherwise than in advance of Calls, and the Directors shall in accordance with such resolution apply such sum or sums in paying up Shares, Debentures, or Debenture Stock of the Company, and appropriate such Shares, Debentures, or Debenture Stock to or distribute the same amongst the Holders of Shares rateably as aforesaid, or shall apply such sum or sums or any part thereof in paying up *pari passu* the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Shares. Where any difficulty arises in respect of such distribution the Directors may settle the same as they think expedient, and in particular they may issue fractional Certificates, fix the value for distribution of any fully paid Share, Debenture, or Debenture Stock, make cash payments to any Holders of Shares on the footing of the value so fixed in order to adjust rights, and vest any Shares or assets in trustees upon such trusts for the persons entitled in the appropriation or distribution as may seem just and expedient to the Directors. When deemed requisite a contract shall be filed in accordance with Section 88 of The Companies (Consolidation) Act, 1908, and the Directors may appoint any person to sign such contract on behalf of the persons entitled in the appropriation or distribution, and such appointment shall be effective, and any such contract may provide that the Holders of the Shares shall accept the Shares, Debentures, or Debenture Stock so allotted in satisfaction of their rights and interests in the sum so capitalised.

WINDING UP.

26. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the contributories in kind any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator shall think fit.

27. Any contract for sale by the Liquidator of assets of the Company may limit a time at the expiration of which Shares, obligations, or other consideration for the sale distributable among the contributories and not accepted shall be deemed to be refused by the Member entitled to the same and be at the disposal of the Company or the Liquidator thereof. The power of sale of a Liquidator shall include a power with the sanction of a Special Resolution to sell wholly or partly for the Debentures, Debenture Stock, or other obligations of another company either then already constituted or constituted for the purpose of carrying out the sale.

TABLE A.

28. The undermentioned Regulations of Table A (all numbers inclusive) apply to the Company, and such Regulations shall be read subject to such modifications (if any) as are hereunder specified, that is to say:—

Numbers.	Modifications (if any).
1 to 4 ...	No. 3 being modified by the substitution therein of the word "Extraordinary" for the word "Special."
6 to 30 ...	No. 20 being modified by the omission of the words "not being fully paid Shares."
41 and 43 to 59 ...	Nos. 51 and 56 being modified by the substitution therein of the word "two" for the word "three."
60 to 67 ...	No. 66 being modified by the insertion therein immediately after the word "Meeting" of the words "or adjourned Meeting as the case may be"; and No. 67 being modified to admit the appointment of several persons in the alternative.
71, 72, 74, 75, 76, 87, 89, 90 to 98, and 100 to 114	No. 90 as modified by Article 14 hereof. No. 114 being modified by the omission therefrom of the words "including Bearers of Share Warrants."

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

H. S. Lee

The Cottage Grosvenor Road
Wallington Surrey
Builder

H. G. S. Lee

Dene Cottage
Taylor Road
Wallington Surrey
Builder

A. J. Wakeford.

184. Clapham Road
London S.W. 9.
Builder.

Dated the 25th day of July, 1919

Witness to the above Signatures—

A. J. Williams

14 Old Jersey Chambers
London E.C. 4.

Chartered Accountant.

THE COMPANIES ACTS, 1862 TO 1917.

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF

H. S. LEE, LIMITED.

Incorporated the *24th* day of *July*, 1919.

No.

157575



Certificate of Incorporation

I Hereby Certify, That the

H. S. Lee, Limited

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this

Thirty first day of

July

One Thousand Nine Hundred and

Nineteen

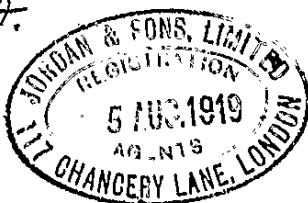
Fees and Deed Stamps £ *6-10/-*

Stamp Duty on Capital £ *12-10/-*

H. S. Lee,
Registrar of Joint Stock Companies.

Certificate received by

H. Platt.



Date