

ertificate

"THE COMPANIES ACTS, 1908 to 1910"

Declaratory of Compliance



WITH THE

REQUIREMENTS OF THE COMPANIES
(CONSOLIDATION) ACT, 1908,

pursuant to Section 2, of The Companies (Consolidation)
1908, on the Company proposed to be Registered as

Cole,
and

Form.)

1223

5

5191

GRAMS: "CERTIFICATE, FLE"

JORDAN

my Registration A

116 & 117 CHA
and 13 BR

for filing by

TELEPHONE NUMBER: HOLBORN 24

LIMITED,

Publishers, and Stationers

LONDON, W.C. 2,
LACE, E.C. 2.

I *Charlie Crowther*
of *23, Abingdon Street*
City of Westminster, Solicitor.

*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 *Solicitor*
of the High Court engaged in the
formation of Arthur Cole,

LIMITED,

and that all the requirements of The Companies (Consolidation) Act,
in respect of matters precedent to the registration of the said Company
and incidental thereto have been complied with. And I make this
Declaration conscientiously believing the same to be true, and by
of the provisions of The Statutory Declarations Act, 1835.

Declared at *22 Abingdon*
Street in the City
of Westminster.
the *Fourth* day of *June*,

One thousand nine hundred and *twenty*,

before me,

Thos. Seager Berry
A Commissioner for Oaths.

C. Crowther

[For Number of
Certificate]

Acts, 1908 to 1917.

[Form No. 25.]

103039/2
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

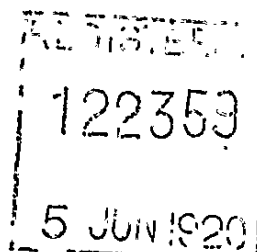
OF

Arthur Cole

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.

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.

Presented for filing by



THE NOMINAL CAPITAL

OF

Arthur Cole

LIMITED,

is ^{a.c.} *Ten thousand* Eight thousand Pounds,

divided into ^{a.c.} *Ten thousand* Eight thousand Shares

of *One pound* each.

Signature

Arthur Cole.

Description

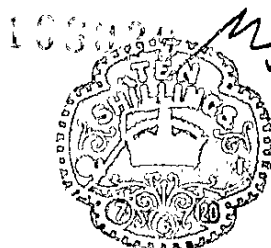
Secretary Director

Dated the *Twenty ninth* day of *May* 1920

^{a.l.} of *December* 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 Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
ARTHUR COLE, LIMITED.

119/79
122362

1. The Name of the Company is "ARTHUR COLE, LIMITED."

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

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

REGISTERED
122362
5 JUN 1920

(a) To carry on the business of Builders and Contractors, and to construct, build, and erect any houses or buildings of any description, and in particular to acquire and take over as a going concern the business now carried on by ARTHUR COLE at Luton, in the County of Bedford, together with all or any of the real and personal property and assets of the proprietor of the business aforesaid 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 is expressed to be made between ARTHUR COLE 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.

New Arts
doc 110

New
Mem
doc 118
New Arts
doc 110

Presented for filing by



as Supp

(b) To develop and turn to account any land acquired by or in which the Company is interested by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, enclosing, paving, draining, farming, cultivating, or letting the same on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants, and others.

(c) To traffic in land and houses and other property and any interest therein, and to create, sell, and deal in freehold and leasehold ground rents, and to collect rents and income, and to supply to tenants and occupiers and others refreshments, attendances, messengers, light, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, stables, and other advantages.

(d) To carry on all or any of the following further businesses: Decorators, Merchants, Dealers in Stone, Sand, Lime, Timber, Hardware, Cement, Fireclay, Firebricks, Drain Pipes, Sinks, Troughs, and other Building and Draining Requisites, Brick and Tile and Terra-cotta Makers, Carriers by Land and Water, Surveyors, House and Estate Agents, Suppliers of Gas, Water, Electricity and Power, Ship Owners, Warehousemen, Wharfingers, Barge Owners, Lightermen, Forwarding Agents, General Traders, ~~Hotel Keepers, Tavern Keepers, Licensed Victuallers,~~ Refreshment Purveyors, and Market Gardeners, and any other business which may seem directly or indirectly conducive to any of the objects of the Company.

(e) 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.

- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.

- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.

(p) 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.

(q) 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.

(r) 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.

*at £65.
Eight 6m*

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

at Eight 10m

at £8. 2

6

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.
Arthur Cole. 183 High Town Rd - Luton. Builder	one
H. G. Jones 128 Ridgway Rd Luton. Builder's manager.	One.

Dated the 29 day of May, 1920.

Witness to the above Signatures—

C. Mitchell
51 Guildford Street
Luton
Corporate Accountant

4

"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Articles of Association

OF

ARTHUR COLE, LIMITED.

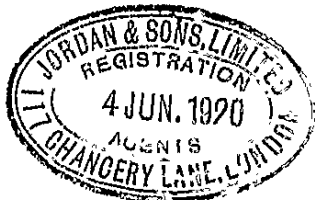
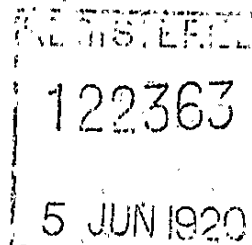
PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 2, 5, 24, 29, 35 to 40, 70, 73, 77, 88, 111, and 114 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

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 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.



NEW ARTS sec clare 9/1

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, subject to the provisions in the last preceding Article contained, 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.

CALLS ON SHARES.

6. No Call upon any Share shall be made payable within one calendar month after the date when the last instalment of the last preceding Call shall have been payable; and Clause 12 of Table A shall be modified accordingly. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

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

FORFEITURE OF SHARES AND LIEN.

8. If any Member fail to pay any Call or instalment of a Call on the day appointed for payment thereof the Directors may, at any time thereafter during such time as any part of the Call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the Call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such nonpayment.

9. The notice mentioned in the last preceding Article hereof shall state the place at which the payment required by such notice is to be made; and Clause 25 of Table A shall be modified accordingly.

10. When any Shares shall have been forfeited an entry shall forthwith be made in the Register of Members of the Company stating the forfeiture and the date thereof, and so soon as the Shares so forfeited shall have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

11. The lien conferred by Clause 9 of Table A shall attach to fully paid Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of several joint Holders.

12. An entry in the Minute Book of the Company of the forfeiture of any Shares, or that any Shares have been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons entitled to such Shares that the said Shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such Shares, shall constitute a good title to such Shares, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a Certificate of Title to the Shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of the former Holder of such Shares, and of any person claiming under or through him, shall be against the Company and in damages only.

TRANSFER OF SHARES.

13. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any proposed transfer of Shares; and Clause 20 of Table A shall be modified accordingly.

14. A Share may be transferred by a Member or other person entitled to transfer, but no Share shall be transferred to any proposed transferee who is not a Director of the Company if any other person selected by the Directors is willing to purchase the same at the fair value to be fixed, in the absence of agreement, by the Auditor of the Company.

BORROWING POWERS.

15. 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.

16. 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.

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

VOTES OF MEMBERS.

18. A poll shall be taken whenever directed by the Chairman or demanded by two or more Members entitled to vote and together holding or representing by proxy not less than one tenth of the Capital of the Company for the time being issued; and Clause 56 of Table A shall be modified accordingly.

DIRECTORS.

19. The number of Directors shall not be less than two nor more than five.

20. ARTHUR COLE and HERBERT *a.e. H.B.* Charles JAMES shall be the first Directors of the Company. *Wm*

21. The first Chairman of the Company shall be the said ARTHUR COLE.

22. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the nominal value of One Hundred Pounds.

23. The quorum of Directors for transacting business, unless otherwise fixed by the Directors, shall be two.

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

DISQUALIFICATION OF DIRECTORS.

25. 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 six 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;
- (g) If he cease to be a British subject or cease to reside in the United Kingdom, and by reason of his so doing there ceases to be a three fourths majority of the Board who are British subjects resident in the United Kingdom.

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.

26. 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 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.

NOTICES.

27. Where a notice is sent by post it shall be deemed to have been served at the expiration of twenty-four hours after it was posted; and Clause 110 of Table A shall be modified accordingly.

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Arthur Cole
183 High Town Road
Luton
Builder.

H.G. Fane
128 Ridgway Rd
Luton Beds
Builder's manager.

Dated the 29th day of May, 1900.

Witness to the above Signatures—

W. Mitchell
51 Guildford Street
Luton
Corporate Accountant

THE TRADING WITH THE ENEMY AMENDMENT ACT, 1914."

[No Registration Fee payable.]

Declaration

Made pursuant to Section 9, Sub-Section (1) (a), of the said Act.

NAME OF COMPANY

Arthur Cole,
LIMITED.

(See Page 2 of this Form.)

122300

5 JUN 1920

57575-3 20.

TELEGRAMS: 'CERTIFICATE, FLEET, LONDON.'

TELEPHONE NUMBER: HOLBORN 246

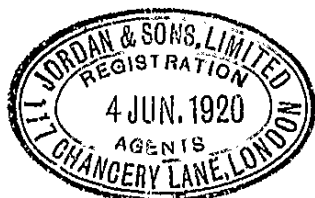
JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,

116 & 117 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by



I *Charles Crowther*
of *23, Abingdon Street in the*
City of Westminster (Solicitor

Do solemnly and sincerely Declare that I am a Solicitor of the Supreme
Court engaged in the formation of *Arthur Cole,*

_____ LIMITED,
and that the Company is not formed for the purpose or with the intention
of acquiring the whole or any part of the undertaking of a person, firm,
or company, the books and documents of which are liable to inspection
under Sub-Section (2) of Section 2 of The Trading with the Enemy Act,
1914. 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.

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

Declared at *22 Abingdon*
Street in the City
of Westminster
the *Fourth* day of *June*

One thousand nine hundred and *twenty*,

before me,

Wm. Seager Berry
A Commissioner for Oaths.

Charles Crowther

DUPLICATE FOR THE FILE.

No.

106139



Certificate of Incorporation

I Hereby Certify, That

Arthur Cole, 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 Fifth day of June

One Thousand Nine Hundred and Twenty.

Fees and Deed Stamps £ 7.5.-

Stamp Duty on Capital £ 80.-

H. S. Ellis
Registrar of Joint Stock Companies

Certificate received by



W. B. Stannard

Date