

No. of Certificate } 227478

# THE COMPANIES (CONSOLIDATION) ACT, 1908.



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

DECLARATION of Compliance with the requirements of the Companies

(Consolidation) Act, 1908, made pursuant to s. 17 (2) of the said Act

(S Edw. 7, c. 69), on behalf of a Company proposed to be registered as the

JOHN HARE & CO. (COLOURS) LIMITED

Presented for Filing

by \_\_\_\_\_

202030

20 JAN. 1928

I FREDERICK JOHN PRESS

of 28 Broad Street in the City and County of Bristol

(a) Here insert:  
"A Solicitor of the  
High Court engaged  
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<sup>(a)</sup> a Solicitor of the  
High Court engaged in the formation

of the John Hare & Co. (Colours)

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 the City and County of  
Bristol

the 17<sup>th</sup> day of January

one thousand nine hundred and twenty-eight before

me,

*Frederick John Press*

*F. J. Press*

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

No. of Certificate

227478



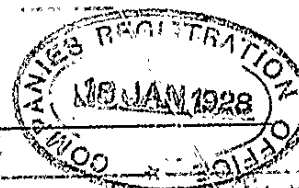
HR  
£ 300

JOHN HARE & CO. (COLOURS) COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of 54  
and 55 Vict., ch. 39, Stamp Act, 1891, as amended by s. 7 of 62 and 63 Vict. ch. 9  
(Finance Act, 1899). (NOTE.—The Stamp Duty on the Nominal Capital is Five  
Shillings for every £100 or fraction of £100.)

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

Presented for Registration by



PUBLISHED AND SOLD BY  
WATERLOW BROS. & LAYTON, LIMITED,  
Company Printers and Registration Agents,  
WATERLOW HOUSE, BIRCHIN LANE, LONDON, E.C.



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

The NOMINAL CAPITAL of ~~the~~ \_\_\_\_\_

JOHN HARE & CO. (COLOURS) ~~Company,~~ Limited,

is £ 30,000 \_\_\_\_\_, divided into 30,000 \_\_\_\_\_ Shares of

£ 1 \_\_\_\_\_ each.

Signature \_\_\_\_\_

*C. F. A. Hare*

*Chairman.*

Description \_\_\_\_\_

*Subj. to memorandum & file - Colours, articles*

Date \_\_\_\_\_

*17th* January 1928 \_\_\_\_\_



227478

3

THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# John Hare & Co. (Colours) Limited

1. The name of the Company is "JOHN HARE & Co. (COLOURS) 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 the business and undertaking of John Hare & Co. (Colour Works) being the business and undertaking mentioned and referred to in the Agreement specified in Clause 3 of this Company's Articles of Association and to enter into the said Agreement and carry the same into effect with or without modification.

(b) To carry on, operate, and/or manage and/or direct the management or operation of the business of manufacturers of and dealers in crude and fine colours, paints, white lead, dry white lead, white lead in oil, white lead paint, red lead, orange lead, litharge, flake litharge, dry colours, coloured paints, bitumastic solution, ship's anti-fouling composition, paints, zinc oxide, zinc sulphate, cellulose lacquers, varnishes, lamp blacks, polishes, floor polishes, dyes and all other articles and things usually manufactured of lead or any compound thereof or therewith.

(c) To carry on, operate, and/or manage and/or direct the management or operation of the businesses of lead merchants, lead manufacturers, dealers in mineral oils,



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20 JAN. 1928

vegetable oils, turpentine, petroleum, tar and tar products, dyes and zinc, and to undertake and carry on and execute all kinds of financial commercial trading and other operations by way of extension or in connection with such businesses as may seem to the Company directly or indirectly to develop any branch of such businesses or to increase the value of or turn to account any of the Company's assets, property or rights.

- (d) 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 facilitate the realisation of or render profitable any of the Company's property or rights.
- (e) To buy, sell, repair, alter, import, export and deal in machinery, materials and articles of all kinds which shall be capable of being used for the purposes of any business herein mentioned or likely to be required by customers of any such business.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other 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 this Company, and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the patents, rights or information so acquired.
- (g) To acquire and undertake the whole or any part of the business property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (h) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real and personal property, agencies, contracts, and any rights or privileges which this Company may think necessary or convenient for the purposes of its business with any of its property or rights for the time being, and in particular any land, buildings, easements, machinery, ships, plant and stock-in-trade.

- (i) 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.
- (j) To mortgage any part or parts of the Company's property and to raise or borrow or secure the payment of money in such other manner and upon such terms as may seem expedient, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any part of the Company's property both present and future, including its uncalled capital, and to redeem or pay off any such securities.
- (k) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (l) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (m) To take or otherwise acquire and hold and deal in shares in or debentures or securities of any other Company (the liability on whose shares is limited) 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.
- (n) To guarantee the payment of money secured by or payable under or in respect of debenture bonds, debenture stock, contracts, mortgages, charges, obligations and securities of any Company or of any authority or of any persons whomsoever whether corporate or unincorporate.
- (o) To enter into partnership or any agreement for sharing profits, union of interests or co-operation with any person or Company carrying on or about to carry on any business which this Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to take or otherwise acquire and hold shares or stock in any such Company.

- (p) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments exclusive of share warrants.
- (q) To distribute any of the property of the Company among the members in specie but not so as to reduce capital without the sanction of the Court if requisite.
- (r) To make and carry into effect arrangements, whether by purchase or otherwise, for the acquisition of the goodwill of or any interest in any businesses of the kind authorised by this Memorandum or for the union of interests or for joint working or for amalgamation either in whole or in part with any other Company or person carrying on any business similar or ancillary to any of the businesses of this Company or capable of being beneficially carried on in conjunction with any such businesses and upon the terms either that (so far as is consistent with this Memorandum) this Company or the Company or person with whom it shall make the arrangement or some other Company or person shall carry on the amalgamated business or to sell to any Company or person all or any part of the Company's business undertaking or property for such consideration as the Company shall think fit, and for all or any of the said purposes or other the purposes of the Company if necessary to promote or establish any new Company. And to take shares in or debentures or other securities of any such new or other Company as aforesaid as partial or entire payment or consideration and to hold or sell such shares, debentures or securities or distribute or allot them among the shareholders of this Company, or to guarantee the payment of any debentures or other securities issued by any such Company.
- (s) To pay out of the funds of the Company all expenses of and incidental to its formation and registration, and to remunerate any person or persons for services rendered in the formation of the Company or in the development of its business.
- (t) To do all or any of the above things in any part of the world and as principals, consignees, brokers, agents, contractors, trustees or otherwise, and by or through trustees, brokers, agents or otherwise and either alone or in conjunction with others.



(ii) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or as are generally done by persons or companies, engaged in businesses of a like character, and so that the word "Company" in this Clause shall (where the context so admits) 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, and so that the objects specified in each paragraph of this Clause shall except where otherwise expressed in such paragraph be in no wise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the members is limited.

5. The <sup>share</sup> capital of the Company is £30,000, divided into 30,000 shares of £1 each, with power to divide the shares in the original or any increased capital into several classes and to attach thereto respectively any preferential qualified or deferred rights, privileges and conditions.

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

Names, Addresses and Descriptions of Subscribers.	No. of Shares taken by each Subscriber.
<i>Charles Francis Aubone Hatz</i> <i>Backwell Down</i> <i>Flax Bourton</i> <i>Somerset</i> <i>oil &amp; Coloursman.</i>	<i>One</i>
<i>Thomas Day</i> <i>Wington Rd</i> <i>Longresbury</i> <i>Somerset</i> <i>oil &amp; Coloursman</i>	<i>One</i>

Dated this *17th* day of January, 1928.

Witness to the signatures of *the above named*  
*Charles Francis Aubone Hatz and*  
*Thomas Day*

*J. J. Rejo*  
*Solicitor Bristol*

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COMPANY LIMITED BY SHARES.

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*Articles of Association*

OF

**John Hare & Co. (Colours) Limited**

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## PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule of the Companies (Consolidation) Act, 1908, shall apply to this Company, save and so far as they are excluded or varied hereby. The following Clauses of Table A, that is to say, Nos. 35 to 40 inclusive, 68, 69, 73, 78, 79, 85 and 88 shall not apply to this Company. The other Clauses of Table A shall read subject to the provisions of these Articles.

## PRIVATE COMPANY.

2. The Company is a private Company within the meaning of Section 121 of the Companies (Consolidation) Act, 1908, as amended by the Companies Act, 1913, and accordingly (1) No invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Company; (2) the number of the members of the Company (exclusive of persons 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 be limited to 50, provided that for the purposes of this provision where two or more persons hold one or more share or shares jointly they shall be treated as a single Member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

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20 JAN. 1928

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## PURCHASE AGREEMENT.

3. The Directors shall forthwith on behalf of the Company affix the seal to the Purchase Agreement and shall execute and do all such instruments and things as may be necessary or proper for carrying the same into effect with or without modification. Every Member shall be deemed to have full notice of the contents of the Purchase Agreement and to sanction the same, and it is expressly declared that the validity of the Agreement shall not be impeached on the ground that the Vendor is a Director, promoter, or otherwise stands in a fiduciary position to the Company, and the Vendor is not to be accountable for any profit or benefit derived by him under such Agreement either in respect of the sale to the Company or otherwise or under any Agreement or provision for his holding any office under the Company.

## COMMISSIONS.

4. It shall be lawful for the Company to pay the commissions authorised by the Companies (Consolidation) Act, 1908, at a rate not exceeding 15 per cent.

## GENERAL MEETING.

5. The quorum of a General Meeting shall be three Members present in person or by proxy.

6. A poll may be demanded by any Member holding more than 500 shares or any Members who hold in the aggregate more than that number.

7. With the consent in writing of all the Members for the time being entitled to receive notices of a General Meeting of the Company, a General Meeting may be convened on a shorter notice than seven days, and in any manner they think fit, and Clause 49 of Table A shall be modified accordingly.

8. Whenever 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 that the notice only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting or any adjournment thereof.

## DIRECTORS.

9. The number of Directors shall not be less than two nor more than five, and the first Directors shall be Messrs. Charles Francis Aubone Hare and Thomas Day.

10. Either of them the said Charles Francis Aubone Hare and Thomas Day shall have the right at any time during his life so long as he shall be a Director or by his Will if a Director at the time of his death to nominate a son to be a Director of the Company.

11. The Directors shall have power to appoint any other persons to be Directors at any time, and shall have power to accept the resignation of a Director and to determine at any time for how long the person or persons shall retain office and to determine such appointment.

12. A resolution in writing, signed by all the Directors for the time being in the United Kingdom, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and held.

13. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to a Director who is not in the United Kingdom. A Director may hold any other office in the Company except that of Auditor.

#### DISQUALIFICATION OF DIRECTORS.

14. The office of Director shall be vacated

(a) If he become bankrupt or suspend payment or compound with his creditors.

(b) If he be found lunatic or become of unsound mind or become permanently incapable of acting.

(c) If by notice in writing to the Company he resigns his office.

(d) If he be absent from the meetings of the Directors for more than three months without special leave of absence from the Directors.

15. No Director shall be disqualified by his office from contracting with the Company either as Vendor, Purchaser or otherwise, or from receiving remuneration from the Company by way of commission, share of profits or otherwise in respect of any work done or service rendered by him to the Company or in respect of business introduced by him to the Company, nor shall any such contract or arrangement or any contract or arrangement entered into by or on

behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided. Nor shall any Director so contracting or being such member or so interested as aforesaid or receiving such remuneration be liable to account to the Company for any profit realised by any such contract or arrangement or in respect of such remuneration by reason of such Director holding that office or of the fiduciary relations thereby established. Provided that in the case of any such contract or arrangement the nature of such Director's interest must be disclosed by him at the meeting (if any) of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest, and no Director so interested shall as a Director vote on any question relating to such contract or arrangement, and if he do so vote his vote shall not be counted but this prohibition may at any time be suspended or relaxed to any extent by General Meeting.

#### PROCEEDINGS OF DIRECTORS.

16. Any Director may at any time by one month's previous notice in writing to the Board resign his office, and the continuing Director or Directors, whether a quorum or not, may act in the appointment of another person or of other persons to be a Director or Directors.

#### TRANSFER OF SHARES.

17. No transfer of any share in the capital of the Company shall be made or registered to any person other than an existing member without the previous sanction of the Directors who may without assigning any reason decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 2 hereof.

18. A fee not exceeding 2/6 may be charged for each transfer.

19. Shares may be transferred by common form or such other manner as the Directors may approve.

#### INDEMNITY

20. <sup>(7/11)</sup> ~~The~~ <sup>Every</sup> Directors, <sup>Manager Secretary and other Officer or Servant of the Com</sup> shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay and satisfy, all costs, losses, expenses and liabilities incurred by any such Directors in the course of the Company's business, without default or negligence on their part.

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Names, Addresses and Descriptions of Subscribers.

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Charles Francis Aubone Hare  
 Backwell Down  
 Flax Bourston  
 Somerset.  
 Oil & Colorman.

Thomas Day.  
 Wington Road  
 Wingtonbury  
 Somerset.

Oil Colorman

---

Dated the 1<sup>st</sup> day of January, 1928.

Witness to the signatures of the above-named, Charles  
 Francis Aubone Hare and  
 Thomas Day

J. J. Repto  
 Solicitor Bristol

DUPLICATE FOR THE FILE.

No. 227478



# Certificate of Incorporation

I Hereby Certify, That the

JOHN HARE & CO. (COLOURS) 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 twentieth day of January One

Thousand Nine Hundred and twenty-eight.

Fees and Deed Stamps £ 12. 15. 0

Stamp Duty on Capital £ 300.

*C. J. Gallagher*  
Registrar of Joint Stock Companies.

Certificate  
received by }

*W. J. Adams per W. J. Adams Secy Ltd*

London Warr Date 20/1/28





# Special Resolution

OF

## JOHN HARE & CO. (COMMERCE) LIMITED.

Passed 14th April, 1932.

Registered <sup>16</sup> April, 1932.

At an EXTRAORDINARY GENERAL MEETING of the above Company, duly convened and held at the registered office of John Hare & Co. (Floor Cloth & Linoleum) Ltd., Temple Gate, Bristol, on Thursday, the 14th day of April, 1932, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

### SPECIAL RESOLUTION.

26 APR 1932

That the Articles of Association be altered in manner following:—

By cancelling Article 9 and substituting the following new Article therefor, namely:—

“ 9. The number of Directors shall be not less than two nor more than seven.”

T. Day.  
Secretary.

Filed with the Registrar of Companies on the 26th day of April, 1932.

W. A. D. LTD.

1932

SPECIAL RESOLUTION

- of -

JOHN HARE & CO. (COLOURS) LIMITED.



Passed the 30th day of OCTOBER, 1946.

NOTICE IS HEREBY GIVEN that at an Extraordinary General Meeting of John Hare & Co. (Colours) Limited held at the Registered Office of the Company, 55, Avon Street, Bristol, on Wednesday, the 30th day of October 1946, the following resolution was passed as a SPECIAL RESOLUTION :-

SPECIAL RESOLUTION.

That the Articles of Association be altered in manner following :-

By adding after Article 15 the following Article to be numbered 15(A), viz :-

"For the purpose of any scheme instituted by the Company for providing pensions, life assurance or other benefits for its employees the Directors shall be deemed employees of the Company and may accordingly (if otherwise qualified under the provisions of the Scheme) become members thereof and receive and retain all benefits to which they may become entitled thereunder. The Directors may pay out of the Company's monies any premiums or contributions becoming payable by the Company under the provisions of any such Schemes in respect of Directors who are members thereof, and any Director may vote at Board Meetings upon any resolution or matter relating to any such Scheme (including resolutions for payment by the Company of contributions thereunder) notwithstanding that he is personally interested in such resolution or matter. In the event of any conflict between this article and any other article of these presents the provisions of this article shall in all cases prevail".

*J. Rodgers*  
Secretary.

Filed with the Registrar of Companies  
on the day of 1946.

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Certificate No. 227478

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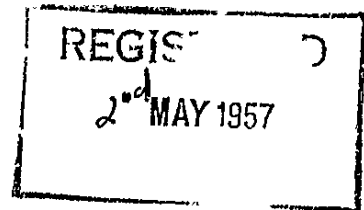


## Special Resolution

of

JOHN HARE & CO. (COLOURS), LIMITED

Passed 29th October, 1956.



At an Extraordinary General Meeting of the above Company, duly convened and held at the Registered Office, 55 Avon Street, Bristol 2, on 29th October, 1956, the following Resolution was duly passed as a SPECIAL RESOLUTION:

### SPECIAL RESOLUTION

That the Articles of Association be altered in manner following:

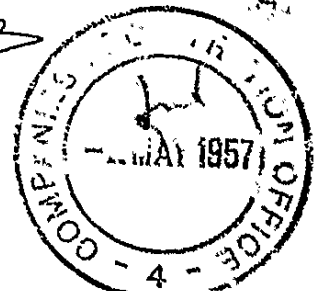
#### ARTICLE 1.

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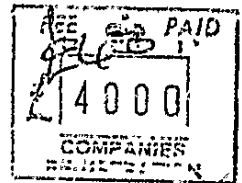
By adding Clause 70 to the list of Clauses of Table A. in the First Schedule to the Companies Act of 1908 which shall not apply to this Company.

55 Avon St  
St. Philips Bristol 2

*H. A. Osborne*  
(H. A. Osborne)  
Secretary



227 448/92.



Company Number: 227478

3/11

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION  
(Pursuant to s.141(2) of the Companies Act 1948)

OF

JOHN HARE & CO. (COLOURS) LIMITED

Passed 14<sup>th</sup> September 1978.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at

14 Gresham Street, London EC2V 7AT

on the 14<sup>th</sup> September 1978, the subjoined SPECIAL RESOLUTION was duly passed, viz.:-

RESOLUTION

That the name of the Company be, and is hereby, changed to LIG Overseas Limited.



Signed:

Ian R Manceil  
Secretary



12/10/78



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 227478 / 92.

I hereby certify that

**JOHN HARE & CO (COLOURS) LIMITED**

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

**LIG OVERSEAS LIMITED**

Given under my hand at Cardiff the

19TH OCTOBER 1978

P. WALKER

*Assistant Registrar of Companies*



FILED PURSUANT TO SECTION 9  
EUROPEAN COMMUNITIES ACT 1972

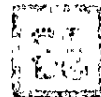
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*Linklaters & Paines*  
LINKLATERS & PAINES

THE COMPANIES ACTS 1908 to 1917  
THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES



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## Memorandum

AND

NEW

## Articles of Association

(Adopted by Special Resolution passed on 14th September, 1978)

OF

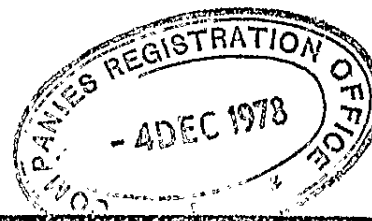
LIG OVERSEAS LIMITED

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Incorporated 20th January, 1928

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LINKLATERS & PAINES, (GPHC)  
Barrington House,  
59-67, Gresham Street,  
LONDON, EC2V 7JA.





# Certificate of Incorporation

ON CHANGE OF NAME

No. 227478

I hereby certify that JOHN HARE & CO. (COLOURS) LIMITED having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of LIG OVERSEAS LIMITED

Given under my hand at Cardiff the 19th October, 1978.

P. WALKER

Assistant Registrar of Companies

No. 227478



## Certificate of Incorporation

I HEREBY CERTIFY, that JOHN HARE & CO. (COLOURS) 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 Twentieth day of January One thousand nine hundred and twenty eight.

Fees and Deed Stamps £12.15.0

Stamp Duty on Capital £300

C. C. GALLAGHER (Sgd)

Registrar of Joint Stock Companies

Certificate )  
received by )

W. J. COBURN  
London Wall

for Waterlow & Sons Ltd.  
Date: 20.1.28



THE COMPANIES ACTS, 1908 to 1917

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C O M P A N Y   L I M I T E D   B Y   S H A R E S

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MEMORANDUM OF ASSOCIATION

OF

LIG OVERSEAS LIMITED

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1. The name of the Company is "JOHN HARE & CO. (COLOURS) 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 the business and undertaking of John Hare & Co. (Colour Works) being the business and undertaking mentioned and referred to in the Agreement specified in Clause 3 of this Company's Articles of Association and to enter into the said Agreement and carry the same into effect with or without modification.
- (b) To carry on, operate, and/or manage and/or direct the management or operation of the business of manufacturers of and dealers in crude and fine colours, paints, white lead, dry white lead, white lead in oil, white lead paint, red lead, orange lead, litharge, flake litharge, dry colours, coloured paints, bitumastic solution, ship's anti-fouling composition, paints, zinc oxide, zinc sulphate, cellulose lacquers, varnishes, lamp blacks, polishes, floor polishes, dyes and all other articles and things usually manufactured of lead or any compound thereof or therewith.

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\* The name of the Company was changed, on 19th October, 1978, to "LIG OVERSEAS LIMITED".

- (c) To carry on, operate, and/or manage and/or direct the management or operation of the businesses of lead merchants, lead manufacturers, dealers in mineral oils, vegetable oils, turpentine, petroleum, tar and tar products, dyes and zinc, and to undertake and carry on and execute all kinds of financial commercial trading and other operations by way of extension or in connection with such businesses as may seem to the Company directly or indirectly to develop any branch of such businesses or to increase the value of or turn to account any of the Company's assets, property or rights.
- (d) 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 facilitate the realisation of or render profitable any of the Company's property or rights.
- (e) To buy, sell, repair, alter, import, export and deal in machinery, materials and articles of all kinds which shall be capable of being used for the purposes of any business herein mentioned or likely to be required by customers of any such business.
- (f) To apply for, purchase or otherwise acquire any patents, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other 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 this Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the patents, rights or information so acquired.
- (g) To acquire and undertake the whole or any part of the business property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (h) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real and personal property, agencies, contracts, and any rights or privileges which this Company may think necessary or convenient for the purposes of its business with any of its property or rights for the time being, and in particular any land, buildings, easements, machinery, ships, plant and stock-in-trade.

- (i) 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.
- (j) To mortgage any part or parts of the Company's property and to raise or borrow or secure the payment of money in such other manner and upon such terms as may seem expedient, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any part of the Company's property both present and future, including its uncalled capital, and to redeem or pay off any such securities.
- (k) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (l) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (m) To take or otherwise acquire and hold and deal in shares in or debentures or securities of any other Company (the liability on whose shares is limited) 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.
- (n) To guarantee the payment of money secured by or payable under or in respect of debenture bonds, debenture stock, contracts, mortgages, charges, obligations and securities of any Company or of any authority or of any persons whomsoever whether corporate or unincorporate.
- (o) To enter into partnership or any agreement for sharing profits, union of interests or co-operation with any person or Company carrying on or about to carry on any business which this Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to take or otherwise acquire and hold shares or stock in any such Company.

- (p) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments exclusive of share warrants.
- (q) To distribute any of the property of the Company among the members in specie but not so as to reduce capital without the sanction of the Court if requisite.
- (r) To make and carry into effect arrangements, whether by purchase or otherwise, for the acquisition of the goodwill of or any interest in any businesses of the kind authorised by this Memorandum or for the union of interests or for joint working or for amalgamation either in whole or in part with any other Company or person carrying on any business similar or ancillary to any of the businesses of this Company or capable of being beneficially carried on in conjunction with any such businesses and upon the terms either that (so far as is consistent with this Memorandum) this Company or the Company or person with whom it shall make the arrangement or some other Company or person shall carry on the amalgamated business or to sell to any Company or person all or any part of the Company's business undertaking or property for such consideration as the Company shall think fit, and for all or any of the said purposes or other the purposes of the Company if necessary to promote or establish any new Company. And to take shares in or debentures or other securities of any such new or other Company as aforesaid as partial or entire payment or consideration and to hold or sell such shares, debentures or securities or distribute or allot them among the shareholders of this Company, or to guarantee the payment of any debentures or other securities issued by any such Company.
- (s) To pay out of the funds of the Company all expenses of and incidental to its formation and registration, and to remunerate any person or persons for services rendered in the formation of the Company or in the development of its business.
- (t) To do all or any of the above things in any part of the world and as principals, consignees, brokers, agents, contractors, trustees or otherwise, and by or through trustees, brokers, agents or otherwise and either alone or in conjunction with others.
- (u) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or as are generally done by persons or companies, engaged in businesses of a like

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character, and so that the word "Company" in this Clause shall (where the context so admits) 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, and so that the objects specified in each paragraph of this Clause shall except where otherwise expressed in such paragraph be in no wise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the members is limited. ✓

5. The capital of the Company is £30,000, dividied into 30,000 shares of £1 each, with power to divide the shares in the original or any increased capital into several classes and to attach thereto respectively any preferential qualified or deferred rights, privileges and conditions. ✓

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

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NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

No. of Shares  
taken by  
each Subscriber

---

CHARLES FRANCIS AUBONE HARE,  
Backwell Down,  
Flax Bourton,  
Somerset.

One

Oil and Colourman.

THOMAS DAY,  
Wrington Road,  
Congresbury,  
Somerset.

One

Oil and Colourman.

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Dated the 17th day of January, 1928.

Witness to the signatures of the above-named  
CHARLES FRANCIS AUBONE HARE and THOMAS DAY.

F. J. PRESS,  
Solicitor,  
Bristol.

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THE COMPANIES ACTS 1908 to 1917

THE COMPANIES ACTS, 1948 to 1967

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C O M P A N Y   L I M I T E D   B Y   S H A R E S

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NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed 14th September,  
1978)

-of-

LIG OVERSEAS LIMITED

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PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (as amended by the Companies Act 1967) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations are to regulations in Part I of the said Table A unless otherwise stated. The regulations in any Table A applicable to the Company under any former enactment relating to companies shall not apply.

PRIVATE COMPANY

2. The Company is a private company and accordingly the restrictions contained in regulation 2 of Part II of Table A shall apply.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these presents is £30,000 divided into 30,000 Ordinary Shares of £1 each.

4. All unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

## TRANSFER OF SHARES

5. An instrument of transfer of fully paid shares need not be signed by or on behalf of the transferee. Regulation 22 shall be modified accordingly.

6. Subject to the provisions of regulation 24 any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid the Directors shall have an absolute right without assigning any reason therefor to refuse to register any transfer of a share (whether fully paid or not).

7. the Company shall not charge transfer or registration fees. References to fees in regulations 25 and 28 shall be disregarded.

## PROCEEDINGS AT GENERAL MEETINGS

8. Two members present in person or by proxy shall be a quorum at any General Meeting. Regulation 53 shall be modified accordingly.

9. A poll may be demanded at any General Meeting by the Chairman, or by any member present in person or by proxy and entitled to vote. Regulation 58 shall be modified accordingly.

10. An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve. Regulations 70 and 71 shall not apply.

11. A resolution in writing signed by the holders of not less than 90 per cent. in aggregate of the issued Ordinary Shares shall be as effective as if the same had been duly passed at a General Meeting and may consist of several documents in the like form, each signed by one or more persons, but a resolution so signed shall not be effective to do anything required by the Act to be done in General Meeting or by Special Resolution or Extraordinary Resolution. In the case of a corporation the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

## DIRECTORS

12. Subject as hereinafter provided the Directors shall not be less than two nor more than ten in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors. Regulation 75 shall not apply.



13. A Director shall not be required to hold any shares of the Company by way of qualification. Regulation 77 shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General Meetings.

14. The ordinary remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company. Regulation 76 shall not apply.

15. In regulation 79 the proviso restricting the borrowing and charging powers exercisable by the Directors shall not apply.

16. A Director may be a party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way engaged or concerned or interested. A Director may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. On any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him therefrom. Regulation 84, other than paragraph (1) thereof, shall not apply.

17. The Directors may dispense with the keeping of attendance books for meetings of the Directors or committees of the Directors. Regulation 86 shall be modified accordingly.

18. The office of a Director shall be vacated in any of the events specified in regulation 88 save that a Director shall vacate office under paragraph (F) of such regulation only if in the circumstance therein mentioned the Directors by resolution so determine. The office of a Director shall also be vacated if he shall in writing offer to resign and the Directors shall resolve to accept such offer.

19. The Directors shall not be subject to retirement by rotation. Regulations 89 to 94 and the second sentences of regulations 95 and 97 shall not apply.

20. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one or more of the Directors. Regulation 106 shall not apply.

21. Regulations 107 to 109 shall extend to include the posts of Deputy and Assistant Managing Director and in these Articles references to a Managing Director shall include a Deputy or Assistant Managing Director.

#### ALTERNATE DIRECTORS

22. (A) Any Director may at any time by writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment unless previously approved by the Directors, shall have effect only upon and subject to being so approved.

(B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any General Meeting at which the Director is re-elected being for such purpose disregarded).

(C) Any alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.

If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

#### INDEMNITY

23. Subject to the provisions of and so far as may be permitted by the Companies Acts 1948 to 1967, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 shall be extended accordingly.

#### OVER-RIDING PROVISIONS

24. Whenever Lead Industries Group Limited (hereinafter called "the Parent Company"), or any subsidiary of the Parent Company, shall be the holder of not less than 90 per cent. of the issued Ordinary Shares the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles :-

- (a) The Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;

- (b) No unissued shares shall be issued or agreed to be issued or put under option without the consent of the Parent Company;
- (c) Any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless and third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

COMPANY LIMITED BY SHARES

RESOLUTION

of

LIG OVERSEAS

LIMITED

Passed 18th June 1982

AT an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at 14 Gresham Street, London EC2V 7AT on 18th June 1982 the following Resolution was passed as a SPECIAL RESOLUTION :-

RESOLUTION

THAT the name of the Company be changed to

"COOKSON OVERSEAS LIMITED"

Secretary

LOYDS  
£80  
026880



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 227478

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I hereby certify that

LIG OVERSEAS LIMITED

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

COOKSON OVERSEAS LIMITED

Given under my hand at Cardiff the

21ST JULY 1982

A handwritten signature in dark ink, appearing to read 'E. V. Wilson', written over a horizontal line.

Assistant Registrar of Companies