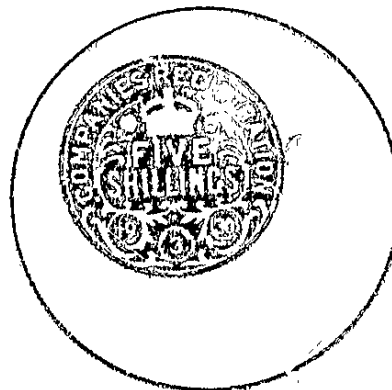


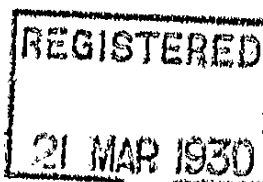
# THE COMPANIES ACT, 1929.



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

Declaration of Compliance with the Requirements of the  
Companies Act, 1929, on Application for Registration  
of a Company.

Pursuant to Section 15 (2).



Name  
of  
Company

WILKINSON RUBBER LINATEX Limited.

PUBLISHED AND SOLD BY  
**VATERLOW & SONS LIMITED,**

LAW AND COMPANIES' STATUTORIES AND REGISTRATION AGENTS,  
LONDON WALL, BIRCHIN LANE, AND 49 PARLIAMENT STREET, LONDON;  
AND TEMPLE ROW, BIRMINGHAM.

Presented by

Stephenson Harwood & Tatham,

16 Old Broad Street, E.C.2.

I VILLIERS FREDERICK CAESAR HAWKINS

of 16 Old Broad Street in the City of London

(a) "A Solicitor of  
the Supreme Court (or  
in Scotland an Enrolled  
Law Agent) engaged  
in the formation,"

or  
"A Person named in  
the Articles of Asso-  
ciation as a Director  
or Secretary."

Do solemnly and sincerely declare that I am <sup>(a)</sup> a Solicitor

of the Supreme Court engaged in the formation

of Wilkinson Rubber Linatex

Limited

And that all the requirements of the Companies Act, 1929,  
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.

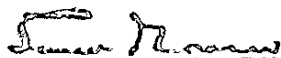
Declared at 16 Old Broad Street

in the City of London

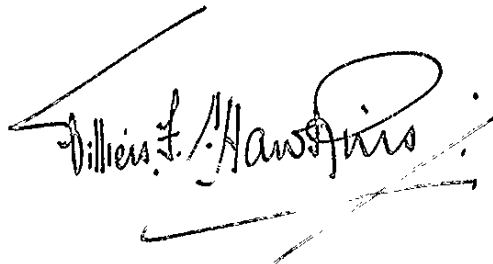
the 14th day of March

one thousand nine hundred and thirty.

Before me,



A Commissioner for Oaths.



No. of Company 246713 *12*



WILKINSON RUBBER LINATEX LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 39, Finance Act, 1920. (NOTE.—The Stamp Duty on the Nominal Capital is Twenty 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.

PUBLISHED AND SOLD BY  
**WATERLOW & SONS LIMITED,**  
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,  
LONDON WALL, BIRCHIN LANE, AND 49 PARLIAMENT STREET, LONDON;  
AND TEMPLE ROW, BIRMINGHAM.

Presented by

Stephenson Harwood & Tatham,

16 Old Broad Street, E.C.2.

The NOMINAL CAPITAL of \_\_\_\_\_

WILKINSON RUBBER LINATEX Limited

is £ 2,500 divided into 2,500 shares of £ 1 each

Signature Stephen H. Hammonds

16 Old Broad Street,  
London, E.C.2.

**Solicitors to the Company.**

State whether Director, or Manager, or Secretary.

Date 14th day of March 19 30.



246713  
3



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# WILKINSON RUBBER LINATEX LIMITED.

1.—The name of the Company is "WILKINSON RUBBER LINATEX LIMITED."

2.—The registered office of the Company will be situate in England.

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

- (1) To enter into an Agreement adopting, with or without modification, the Agreement referred to in Clause 3 of the Articles of Association of the Company.
- (2) To carry on all or any of the businesses of manufacturers of or dealers in linatex, rubber flooring and rubber goods of every description and of any materials or articles made or prepared with or in the manufacture of which rubber, fibre or other like materials are used, and all machinery, implements, utensils, appliances, apparatus, chemicals, substances and things capable of being used in connection therewith or in the manufacture, maintenance or working thereof.
- (3) To carry on the business of and to act as agents, brokers, merchants, importers, exporters, packers, traders, shippers, shipowners, storekeepers and warehousemen, carriers, and to import, export, manufacture, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal in goods, produce, articles and merchandise of all kinds, and to execute all kinds of financial, commercial, trading and



other operations, and to transact all kinds of commission and agency business, or any trade or business whatsoever which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of any of the Company's assets, property or rights.

- (4) To apply for, acquire by purchase, accept a licence in respect of or by any other means acquire, protect, prolong or renew any patents, patent rights, secret processes, or other rights or monopolies (British, Colonial or foreign) licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use 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 or working of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing and improving or seeking to improve any patents, inventions, rights or processes which the Company may acquire or propose to acquire, and to make, assist or subsidise experiments, researches or investigations that may appear to be likely to benefit the Company.
- (5) To purchase, lease or otherwise acquire estates on which rubber or any other produce has been planted or which are suitable for the planting thereon of rubber or other produce, whether of a like nature or otherwise, and to carry on the business of planters and agriculturists of whatsoever nature, and to produce, prepare and/or render marketable any such produce and to sell, dispose of, and deal in any such produce in either its prepared or raw state, either by wholesale or retail, and to acquire, clear, manage, farm, cultivate, irrigate, and otherwise work or use any lands, and to deal with any farm, or other products of such lands.
- (6) To acquire, erect, construct, equip, lay down, enlarge, alter, license, lease, maintain, work, manage, carry out or control, or otherwise deal with works, factories, ~~distilleries~~, laboratories, whether for rubber or otherwise, wharves, warehouses, shops, stores, and other buildings, works and conveniences necessary or convenient for the Company's

business, and to purchase, contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control of the same.

- (7) To adopt such means of making known the business or products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (8) To promote or form, or assist in the promotion or formation of any company, with power to assist any company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or by taking or subscribing for shares therein, or by lending money thereto upon debentures or otherwise ; and further, to pay out of the funds of the Company all expenses of and incident to the promotion, formation, registration, and establishment of this or any other company.
- (9) To purchase or otherwise acquire or undertake all 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.
- (10) To procure the Company to be registered or recognised in any British Dominion, Colony, Protectorate, Mandated Territory or Dependency or in any foreign state, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects, or any of them, and to oppose the grant to any other person or company of similar rights, concessions and privileges.
- (11) To enter into partnership or into any arrangement for sharing profits, union of interests, reciprocal concession 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 which is capable of being conducted so as directly or indirectly to benefit this Company.

- (12) Generally to purchase, take on lease, or exchange, hire, or otherwise acquire or obtain options over any real or personal property, and any rights, licences or privileges which the Company may think necessary or convenient for the purposes of its business, or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (13) To make, draw, accept, endorse, execute, issue, purchase, lend money upon, discount, promissory notes, bills of exchange, charter parties, bills of lading, warrants and other negotiable or mercantile instruments.
- (14) To issue securities which the Company has power to issue by way of security and indemnity to any person whom the Company has agreed, or is bound or willing to indemnify, or in satisfaction of any liability, and generally in every respect upon such terms and conditions and for such considerations as the Company may think fit.
- (15) To pay for any property or rights acquired by the Company, and for any services rendered or to be rendered to the Company, either in cash or in shares, with or without preferred or deferred rights in respect of dividend or repayment of capital, or otherwise, or by any securities or obligations which the Company has power to issue, or partly in one mode and partly in another or others.
- (16) To receive money, securities and obligations on deposit at interest or otherwise.
- (17) To give any indemnity or guarantee in relation to any matter arising in the course of the business of the Company, or for the performance of contracts of whatever nature by any person or company, including any indemnity or guarantee with reference to the payment of any debentures, debenture stock, bonds, obligations, securities, shares or stock of any company, or of any dividends or income in respect thereof.
- (18) To invest the moneys of the Company not otherwise required upon such investments and in such manner as may from time to time be determined, and in particular, to acquire shares, stocks, debentures, debenture stock, annuities, bonds, obligations and securities of all kinds, by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same either conditionally



or otherwise, and to underwrite or guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.

- (19) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit any of the officials or employees or ex-officials or ex-employees of the Company or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents or connections, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, where the same is calculated directly or indirectly to benefit the Company.
- (20) To sell, let, dispose of, or deal with the undertaking or property of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, securities or obligations, or the right to take shares, debentures, securities or obligations of any other company.
- (21) To lend money to such persons, companies, and societies, and to customers of and persons having dealings with the Company, and on such terms and conditions as may seem expedient, and with or without security.
- (22) To raise or borrow or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, mortgages, and other instruments for securing the repayment thereof, with or without a charge upon all or any of the property of the Company or its uncalled or unpaid capital, and upon such terms as to priority or otherwise as the Company shall think fit, and to purchase, redeem and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (23) To amalgamate with any other company in any part of the world whose objects are similar to or include any object or objects, or whose business or any part thereof is similar to the business or any part of the business of this Company, whether by sale or purchase (for shares or otherwise) of the undertaking and the liabilities of this

or any such other company as aforesaid, with or without winding up, or by sale or purchase (for shares or otherwise) of all the shares or stock, debentures or securities of this or such other company as aforesaid, or by partnership or any arrangement of the nature of partnership, or in any other manner.

- (24) To distribute among the members in specie by way of dividend or bonus, or upon a return of capital, any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (25) To hold in the names of others any property which the Company is authorised to acquire, and do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (26) To do all such other things as are incidental to or connected with any of the above objects or conducive to the attainment thereof or otherwise likely in any respect to be advantageous to the Company.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and, further, that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be in no wise limited or restricted by reference to or inference from any other paragraph or the name of the Company. Provided that nothing herein contained shall empower the Company to carry on the business of assurance, or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, or to re-insure any risks under any class of assurance business to which those Acts apply.

4.—The liability of the members is limited.

5.—The original share capital of the Company is £2,500 divided into 2,500 shares of £1 each, with power to increase or reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller

amounts, and to issue all or any part of the original or any additional capital as fully-paid or partly-paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company.

WE, the several persons whose names, addresses and descriptions are hereunto 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>Haydn Oliver Peake</i> <i>11-H Great Tower Street,</i> <i>London E.C.3.</i> <i>Merchant.</i>	50
<i>Leonard Cecie Paton</i> <i>11-H Great Tower Street</i> <i>London E.C.3</i> <i>Merchant.</i>	50

Dated this *14<sup>th</sup>* day of *March*, 1930.

Witness to the above signatures—

*Arnold J. Hook*

*Clerk to Stephenson Harwood & Tatham,*

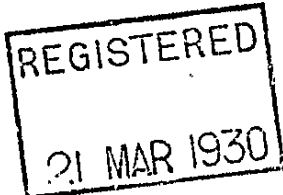
*26, Old Broad Street, London, E.C.2.*

*Registered with Articles of Association.*  
*Solicitors.*

246713 / *u*

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



## Articles of Association

OF

WILKINSON RUBBER LINATEX  
LIMITED.

1.—Subject as hereinafter provided, the regulations contained in Table A (hereinafter called "Table A") in the First Schedule to the Companies Act, 1929, shall apply to this Company.

2.—The Company shall be a Private Company, and for this purpose the number of 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 that employment, and have continued after the determination of that employment, to be members of the Company) shall not at any time exceed fifty, provided that where two or more persons hold one or more share or shares in the Company jointly, they shall for the purposes of this Article be treated as a single member.

3.—The Company shall forthwith enter into an Agreement adopting, with or without modification, an Agreement dated 14th day of February, 1930, and made between The Wilkinson Process Rubber Company, Limited, of the one part and Harrisons & Crosfield Limited, of the other part in the terms of the draft, a copy whereof has for the purposes of identification been endorsed with the signature of Sir Robert Witt, a Solicitor of the Supreme Court, and the Directors shall forthwith carry the same into effect, with or without modification, as they shall think fit. The basis on which the Company is established is that the Company shall enter into the said Agreement, subject to such modifications (if any) as aforesaid, and accordingly no objection shall be made to the said Agreement by the Company or by any member, creditor or liquidator thereof upon the ground that any Director of the

Company stands in a fiduciary position towards the Company, and any such Director shall be entitled, notwithstanding any such fiduciary relationship, to the Company to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said Agreement. Every member of the Company present and future shall be deemed to have full notice of the contents of the said Agreement and of all Agreements and documents to be entered into under this Article, and to sanction the same and to agree to be bound thereby.

4.—In Clause 2 of Table A the words " Ordinary Resolution " shall be read in the place of the words " Special Resolution " where they occur therein.

5.—Clause 19 of Table A shall be read subject to the following provision: The Directors shall have an absolute right to refuse to register a transfer of any share, whether the proposed transferee be a member of the Company or not, without assigning any reason therefor.

6.—The Company is hereby prohibited from issuing any invitation to the public to subscribe for any shares, debentures or debenture stock of the Company. The Company, or the Board on behalf of the Company, may pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the rate per cent. of the commission, or the amount thereof, shall be duly disclosed in accordance with the statutes and shall not exceed 10 per cent. of the price at which the shares are issued, and so that, if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with. Such commission may, if thought fit, be paid in fully-paid shares. The Company may also pay such brokerage as may be lawful.

7.—The lien conferred by Clause 7 of Table A shall extend to all shares, whether fully or partly paid, and the said clause shall be modified accordingly.

8.— Clause 35 of Table A shall not apply. The whole of the unissued shares of the Company for the time being shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions, and either at par or at a premium, and at such times as the Directors may think fit, subject, nevertheless, to the provisions herein contained.

9.—Clause 39 of Table A shall not apply. A General Meeting shall be held once at least in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting, and if no time and place are prescribed, at such time and place as may be determined by the Board of Directors.

10.—Two members present in person or by proxy shall be a quorum for a General Meeting, and a poll may be demanded by any one member present in person or by proxy entitled to vote, whether or not he holds 15 per cent. of the paid-up capital of the Company, and Clauses 45 and 50 of Table A shall be regarded as modified accordingly.

11.—In Clause 60 of Table A the words "twenty-four" shall be substituted for the words "forty-eight."

12.—Clause 64 of Table A shall not apply. The number of Directors shall not be less than two nor more than five. The first Directors of the Company shall be appointed by the subscribers to these presents.

13.—Clause 65 of Table A shall not apply. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue *de die in diem*. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses incurred by them in or with a view to the performance of their duties, or in attending meetings of the Company, or the Board or Committees of the Board.

14.—If any Directors shall be called upon to perform extra or special services of any kind, or to travel or to go or reside beyond his usual place of residence for any business or purposes of the Company, he shall be entitled to receive such sum as the Board may think fit for expenses of living, and also such remuneration as the Board thinks fit, either as a fixed sum or as a percentage of profits or otherwise, and such remuneration may, as the Board shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses.

15.—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.

16.—Clause 66 of Table A shall not apply. A Director shall not be required to hold any qualification.

17.—If any Director shall be resident out of, or be about to leave, or shall have left the United Kingdom, or be unable through illness or other cause to attend any meetings of the Board, he may, by a writing under his hand, appoint any person who is approved by the Board of Directors to be his substitute; and every such substitute shall, during the absence from the United Kingdom of the Director appointing him, or whilst such Director is unable to attend meetings of the Board, as the case may be, be entitled to attend and vote at meetings of the Directors, and shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of a substitute appointed by him, and, subject to such approval as aforesaid, appoint another person in his place, and if a Director shall die or cease to hold the office of Director, the appointment of his substitute shall thereupon cease and determine. Every person acting as a substitute for a Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such substitute shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the substitute and the Director appointing him.

18.—It shall not be necessary to give to any Director who is not within the United Kingdom notice of the meetings of the Directors to be held there, but where such Director is represented by a substitute under the last preceding Article, due notice of such meetings shall be given to such substitute, either personally or by sending the same through the post addressed to him at his last-known place of address in the United Kingdom.

19.—The Directors from time to time, and at any time, may provide through Local Boards, Attorneys or Agencies for the management of the affairs of the Company abroad, and may appoint any persons to be members of such Local Boards or as Attorneys or Agents, and may fix their remuneration. The Company may exercise the powers conferred by Sections 32 and 103 of the Companies Act, 1929, and those powers shall accordingly be exercisable by the Directors.

20.—The Directors from time to time, and at any time, may delegate to any such Local Board, Attorney or Agent any of the powers, authorities and discretions for the time being vested in the Directors, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and may include a power to sub-delegate, and the Directors may at any time

remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

21.—Clause 69 of Table A shall not apply. The Board may, subject to the provisions of Article 6 hereof, at any time borrow or raise for the purposes of the Company, from the Directors, members and other persons, such sums of money and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge or by debentures or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets and undertaking of the Company, both present and future, including its unpaid or uncalled capital for the time being, in such manner and upon such terms and conditions and with such security as the Board shall determine. Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors or otherwise.

22.—Clause 71 of Table A shall not apply. The seal of the Company shall not be affixed to any instrument except pursuant to a resolution of the Board of Directors, and in the presence of at least one Director and of the Secretary, or in the presence of two Directors, and such persons, as the case may be, shall sign every instrument to which the seal is affixed.

23.—The Board may from time to time determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.

24.—The office of Director shall be vacated in any of the events specified in Sub-clauses (c), (d), (e) and (f) of Clause 72 of Table A, or, if he is required to resign by notice in writing, signed by the holder or holders of not less than three-fourths in nominal value of the issued capital of the Company for the time being, and, except as aforesaid, that clause shall not apply.

25.—Clause 82 of Table A shall not apply. The quorum necessary for the transaction of the business of the Directors shall, until otherwise determined, be two. A Director interested shall be counted in a quorum, notwithstanding his interest.

26.—Notwithstanding anything in these presents or in Table A contained, if at any time there shall be only one Director of the Company in the United Kingdom, the management and control of the Company



shall be vested in such Director, and he shall have authority to exercise all the powers, authorities and discretions which are by these presents or by law vested in the Directors generally, including power to affix the seal of the Company, and any entry in the minute book of the Company signed by such Director shall be as valid and effectual as if the same had been passed by a Board Meeting of the Company properly convened and constituted, and a statement in any such minute that the Director so signing is the only Director of the Company in the United Kingdom at the date thereof shall be conclusive.

27.—The Liquidator in a winding up of the Company may divide among the contributories in specie any part of the assets of the Company.

28.—Clause 101 of Table A shall not apply.

29.—A Director of the Company may be or become a Director of any company promoted by this Company, or in which it may be interested as vendor, shareholder or otherwise, and no Director shall be disqualified by his office from contracting with the Company (either as vendor, purchaser or otherwise), 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 Director, member or otherwise interested, be avoided; nor shall any Director so contracting, or being such Director or member or so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, or be disqualified from voting on such contract or arrangement, provided that such Director shall duly disclose the nature of his interest in accordance with Section 149 of the Companies Act, 1929. A Director may occupy any other place or office of profit in the Company (other than that of Auditor, and may receive remuneration as such which may be voted by the Directors.

30.—A General Meeting may direct capitalisation of the whole or any part of the profits for the time being of the Company, or the whole or any part of the reserve fund or funds of the Company, by the distribution among the holders of the issued shares of the Company, in accordance with their rights of paid-up shares, debentures, debenture stock or other obligations of the Company, and the provisions following shall apply: (A) the Directors shall give effect to any such resolution, and set free for distribution, and appropriate to and amongst the holders of such shares in the proportions to which they are entitled, such portions of the profits

or reserve fund (as the case may be) as may be required for the purpose of making payment in full at par for the shares, debentures, debenture stock or other obligations of the Company so distributed, and shall apply the same accordingly, but no such capitalisation and distribution shall be made unless previously recommended by the Directors ; (b) where any difficulty arises in regard to the distribution or payment, the Directors may settle the same as they think expedient and, in particular, may issue fractional certificates and generally make such arrangements for the acceptance, allotment and sale of such shares or fractional certificates and otherwise as they may think fit ; and (c) when required, a proper contract shall be filed in accordance with the provisions of the Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the holders of the shares of the Company entitled to the benefit of such capitalisation, and such appointment shall be effective.

31.—Clause 104 of Table A shall not apply. A member who has no registered address in the United Kingdom, and who has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to any notice.

32.—Subject to the provisions of the Companies Act, 1929, the Directors, Managing Directors, Managers, Agents, Auditors, Secretary and other officers or servants for the time being of the Company, and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their personal representatives, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all liabilities incurred by them in relation to the matters referred to in paragraph (c) of the proviso to Section 152 of the Companies Act, 1929.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

Haydn Oliver Peake  
1-11 Great Tower Street,  
London, E.C. 3.  
Merchant.

Leonard Cecil Paton  
1-11 Great Tower Street,  
London, E.C. 3.  
Merchant.

---

Dated the 14<sup>th</sup> day of March, 1930.

Witness to the above Signatures:—

Armond J. Hook

Clerk to Stephenson Harwood & Tatlam,

16, Old Broad Street, London, E.C. 2.

Solicitors.

DUPLICATE FOR THE FILE.

248713



# Certificate of Incorporation

I Hereby Certify,

That

WILKINSON RUBBER LINATEX LIMITED

this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this twenty-first day of March One thousand Nine Hundred and thirty.

Registrar of Companies.

ertificate  
sived by

*J. Hook*  
*for Stephen Howard T. Talham*  
*16 Old Broad St. E.C. 2.*

Date 21<sup>st</sup> March 1932

No. of Certificate 246713.

2  
THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.



# WILKINSON RUBBER LINATEX LIMITED.

## Special Resolution.

*Passed 29th December, 1948.*

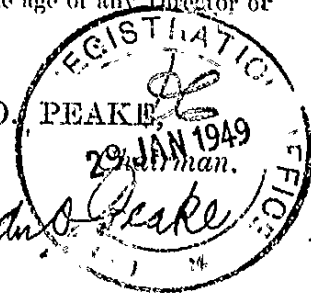
AT an EXTRAORDINARY GENERAL MEETING of WILKINSON RUBBER LINATEX LIMITED, duly convened and held at 1-4, GREAT TOWER STREET, LONDON, E.C. 3, on the 29th day of DECEMBER, 1948, the subjoined Resolution was duly passed as a Special Resolution:—

### RESOLUTION.

THAT the Articles of Association of the Company be altered by inserting the following Article immediately after Article 16, namely:—

"16A. Unless and until otherwise determined by the Company in General Meeting, either generally or in any particular case, no Director of the Company recommended by the Board for re-election or appointment shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age and any Director retiring or liable to retire under the provisions of these presents and any person proposed to be appointed a Director of the Company shall be capable of being re-appointed or appointed as the case may be as a Director of the Company notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy, and no special notice need be given of any Resolution for the re-appointment or appointment or approval of the appointment of a Director at any age, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be re-appointed or appointed as a Director."

HAYDN O. PEAKE



31/1  
1/12  
H2236

We certify that this copy resolution was reproduced by a lithographic process in our Stationery Department.

FOR AND ON BEHALF OF

WILKINSON RUBBER LINATEX LIMITED.

No. of Certificate 246713



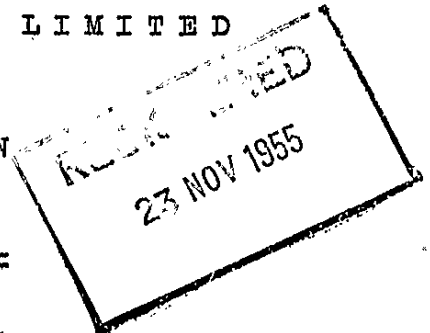
THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

WILKINSON RUBBER LINATEX LIMITED

ORDINARY RESOLUTION

Passed 17th October, 1955



At an ANNUAL GENERAL MEETING of WILKINSON RUBBER LINATEX LIMITED,  
duly convened and held at 1-4, GREAT TOWER STREET, LONDON.E.C.3.  
on the 17th day of October, 1955, the subjoined Resolution was  
duly passed as an Ordinary Resolution:-

RESOLUTION

That the Share Capital of the Company be increased  
to £50,000 by the creation of 47,500 additional  
Ordinary Shares of £1 each.

*Haydn D. Peake*  
Chairman.



No. of Company.....246713

67

Price.—Two Pence  
(Exclusive of Purchase Tax)

Form No. 10.

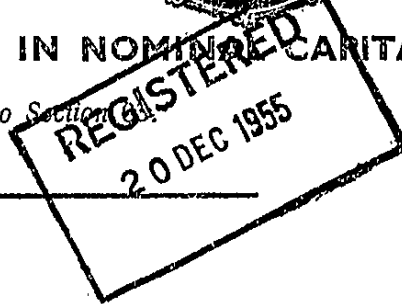
CR 213 10 -

THE COMPANIES



NOTICE OF INCREASE IN NOMINATED CAPITAL.

Pursuant to Section 1



Name .....  
Company { .....WILKINSON RUBBER LINATEX..... Limited.

Notes.—This notice, accompanied by a printed copy of the Resolution authorising the Increase, must be forwarded to the Registrar of Companies within 15 days after the passing of the said Resolution.

Presented by

.....H. J. WINDER,.....

.....SECRETARY,.....

WILKINSON RUBBER LINATEX LTD.



C1126

C640 p

TO THE REGISTRAR OF COMPANIES.

.....WILKINSON RUBBER LINATEX.....LIMITED,

hereby gives you notice pursuant to Sect. 63 of the Companies Act, 1948, that by

(a).....ORDINARY.....Resolution of the Company dated

the SEVENTEENTH day of OCTOBER.....1955, the nominal

Capital of the Company has been increased by the addition thereto of the sum of

£47,500.....beyond the registered Capital of £2,500.....

The additional capital is divided as follows:—

<u>Number of Shares.</u>	<u>Class of Share.</u>	<u>Nominal Amount of each Share.</u>
<u>47,500</u>	<u>ORDINARY</u>	<u>£1.</u>

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

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

*To rank pari-passu with existing shares in all respects.*

(Signature) .....L. J. Miller.....

(State whether Director,  
or Secretary).....SECRETARY.....

Dated the.....28th.....day of.....November.....1955

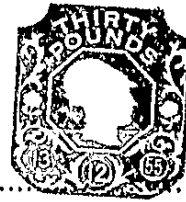
(a) " Ordinary," " Extraordinary " or " Special."

Margin reserved for Binding.



No. of Company 246713

68



WILKINSON RUBBER LINATE COMPANY LIMITED.



Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891.

(NOTE—The Stamp duty on an increase of Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933).



This statement is to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

Presented for registration by

H.J. WINDER,

SECRETARY



The NOMINAL CAPITAL of.....

.....WILKINSON RUBBER MINATEX Company, Limited,

✓ has by a Resolution of the Company dated.....17th OCTOBER, 1955.....

been increased by the addition thereto of the sum of £47,500....., divided into

.....47,500.....shares of £1.....each, beyond the Registered Capital of

2,500 shares of £1 each (£2,500)

Signature.....

Description .....

Date .....

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

246713 / 131

WILKINSON RUBBER LINATEX LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the Company  
duly convened and held on the 1st November 1967  
the following Resolution was duly passed as a  
Ordinary Resolution:-

R E S O L U T I O N

"That the Share Capital of the Company be  
increased to £250,000 by the creation of  
200,000 additional Ordinary Shares of £1  
each."

*Haydn Drake*

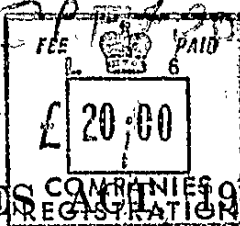
Chairman.

10 NOV 1967  
7

No. of Company 2467



132



Form 10.  
THE FILING FEE IS 5s.

THE COMPANIES ACT 1948.

### Notice of Increase in Nominal Capital. *Pursuant to Section 63.*

Name of Company { WILKINSON RUBBER LINATEX Limited.

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

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

PUBLISHED AND SOLD BY  
**WATERLOW & SONS LIMITED,**  
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,  
85 & 86, LONDON WALL, LONDON, E.C.2;  
107, PARK LANE, MARBLE ARCH, W.1;  
77, COLMORE ROW, BIRMINGHAM, 3; 109, THE HEADROW, LEEDS, 1.

Stephenson Harwood & Tatham,

Saddlers' Hall, Gutter Lane, Cheapside,  
LONDON. E.C.2.

[S.A. 63.]

1/11/67

2



No. of Certificate 246713

Form 26A.



WILKINSON RUBBER LINATEX

LIMITED

Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891. (NOTE.—The Stamp Duty on an increase of Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

This statement is to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

PUBLISHED AND SOLD BY

**WATERLOW & SONS LIMITED,**

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

85 & 86, LONDON WALL, LONDON, E.C.2;

107, PARK LANE, MARBLE ARCH, W.1;

77, COLMORE ROW, BIRMINGHAM, 3; 109, THE HEADROW, LEEDS, 1.

Presented by

Stephenson Harwood & Tatham,  
Saddlers' Hall, Gutter Lane, Cheapside,  
LONDON. E.C.2.

The NOMINAL CAPITAL of \_\_\_\_\_

Wilkinson Rubber Linatex Limited

has by a Resolution of the Company dated 15th November, 1967

been increased by the addition thereto of the sum of £ 200,000, divided into

200,000 shares of £ 1 each beyond the Registered Capital of

£50,000

Signature H. J. Mulli

State whether Director or Secretary SECRETARY

Date Seventh day of November 1967

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

V

246713


160

WILKINSON RUBBER LINATEX LIMITED

*1*  
*10/12*  
AT the ANNUAL GENERAL MEETING of the above-named Company  
duly convened and held on the 11th day of December, 1973  
the following Resolution was duly passed as a SPECIAL  
RESOLUTION, namely:-

RESOLUTION

THAT the Regulations contained in the  
printed document now submitted to this  
meeting and signed for the purpose of  
identification by the Chairman thereof  
be and the same are hereby adopted as  
the Articles of Association of the  
Company to the exclusion of and in  
substitution for the existing Articles  
of Association.



C. MORTON  
Secretary





The Companies Acts 1948 to 1967

*Bartholomew* Director

COMPANY LIMITED BY SHARES

Articles of Association

OF

WILKINSON RUBBER LINATEX LIMITED

(Adopted by Special Resolution passed 11th  
December, 1973.)

1. Save in so far as they are excluded or varied hereby the Regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company. Except as otherwise stated references herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof.

2. Subject to any direction to the contrary given by the Company in General Meeting either generally or in any particular case, the whole of the unissued shares of the Company for the time being (whether part of the original or any additional capital) shall be under the control of the Directors who may grant options over, allot or otherwise dispose of the same to such persons and on such terms and conditions as the Directors may think fit, and Regulation 2 of Table A shall be read subject to this Article.

3. In Regulation 11 of Table A the words "(other than fully paid shares)" shall be omitted.

4. In Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

5. The instrument of transfer of a share shall be signed by or on behalf of the transferor and (in the case of a share other than a fully paid share) by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. All instruments of transfer, when registered, may be retained by the Company. Regulation 22 of Table A shall not apply to the Company.

6. In Regulation 54 of Table A the words "the members present shall be a quorum" shall be omitted and the words "the meeting shall be dissolved" substituted therefor.

7. A poll may be demanded by the Chairman or any member present in person or by proxy and entitled to vote, and Regulation 58 of Table A shall be modified accordingly.

8. The following sentence shall be added at the end of Regulation 5 of Part II of Table A "Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys, and signature in the case of a corporate body which is a member shall be sufficient if made by a director thereof or its duly appointed attorney."

9. Regulation 75 of Table A shall be omitted. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two.

10. Any Director may at any time and from time to time appoint any other Director or appoint any other person who is approved by a majority of the other Directors to be his alternate, and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another in his place. An alternate shall not be entitled to receive any remuneration from the Company nor to appoint an alternate, nor shall it be necessary for him to acquire or hold any qualification, but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the Directors and in the absence of the Director appointing him to attend and vote as a Director at any such meeting and generally to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director who is also an alternate shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board, and shall, *ipso facto*, cease to be an alternate if his appointor ceases for any reason to be a Director. Every person acting as an alternate shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the Registered Office.

11. The proviso to Regulation 79 of Table A shall be omitted.

12. Paragraphs (2) and (4) of Regulation 84 of Table A shall be omitted. A Director, notwithstanding his interest, may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any meeting.

13. In Regulation 86 of Table A the words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose" shall be omitted.

14. The following paragraph shall be added to the end of Regulation 88 of Table A, namely:—

“(g) shall be required to resign his office by notice in writing lodged at the Registered Office signed by the holder or holders of not less than three-fourths of the nominal value of the issued shares of the Company.”

15. Regulations 89 to 94 (inclusive) and the last sentence of each of Regulations 95 and 97 of Table A shall be omitted.

16. If the Company shall be or become subject to the provisions of Section 185 of the Act then any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 or any other age.

17. Without prejudice to the provisions of Regulations 96 and 97 of Table A the Company may, by Extraordinary Resolution remove any Director (including a Managing Director but without prejudice to any claim he might have for damages) before the expiration of his period of office, and may, by an Ordinary Resolution appoint another person in his stead.

18. Regulation 106 of Table A shall not apply. A Resolution in writing signed by all the Directors (or their alternates) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and may consist of several documents in like form each signed by one or more of the Directors.

19 The following sentence shall be added at the end of paragraph (a) of Regulation 134 of Table A, namely:—

“and except those who under the provisions of the Company’s Regulations and Articles of Association or the terms of issue of the shares held by them are not entitled to receive notices of general meetings of the Company.”

20. The Company by Resolution in General Meeting on the recommendation of the Directors may from time to time appoint any person to the office of President as a mark of distinction and a recognition of distinguished service to the Company. The following provisions shall have effect with regard to the office of President:—

- (i) The President may continue to hold office as a Director or other officer of the Company in conjunction with the office of President;
- (ii) The President shall not as such be required to hold any share qualification nor be entitled to receive any remuneration from the Company;

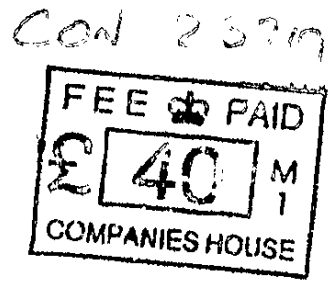
4.

- (iii) The President as such shall not be obliged to attend meetings of the Directors and shall not be counted in reckoning the minimum or maximum number of Directors or a quorum of Directors.

COMPANIES ACT 1985

WILKINSON RUBBER LINATEX LIMITED

COMPANY No. 246713



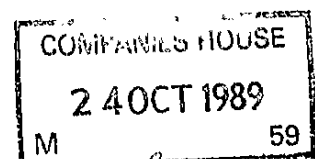
At an Extraordinary General Meeting held at Stanhope Road, Camberley, Surrey on 18th October 1989 the following Special Resolution was made:

IT IS RESOLVED that on the 1st January 1990 the name of the Company will be changed to:

LINATEX LIMITED

.....

C. Morton  
Company Secretary



BAR 40  
805276

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 246713

I hereby certify that

WILKINSON RUBBER LINATEX LIMITED

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

LINATEX LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 1 JANUARY 1990

A handwritten signature in dark ink, appearing to read 'P. Bevan'.

P. BEVAN

an authorised officer

LINATEX LIMITED

At an ANNUAL GENERAL MEETING of the Company held on 20th September 1993, the following Resolutions were passed as ELECTIVE RESOLUTIONS:-

RESOLUTIONS

1. "That pursuant to Section 366A of the Companies Act 1985 the company hereby elects to dispense with the holding of Annual General Meetings in 1994 and subsequent years until this election is revoked".
2. "That pursuant to Section 252 of the Companies Act 1985 the Company hereby elects to dispense with the laying of accounts and reports before the Company in General Meeting".
3. "That pursuant to Section 386 of the Companies Act 1985 the Company hereby elects to dispense with the obligation to appoint Auditors annually".

Signed . . . *Alan Pacey* . . . . .  
(Director)

Dated . . . 26<sup>th</sup> OCTOBER 1993 . . . . .

