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249105

Form No. 41.

THE COMPANIES ACT, 1929.

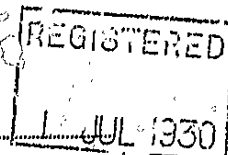


A *£s.*
Companies'
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

Act, 1929, on application for registration of a Company,

Pursuant to section 15 (2).

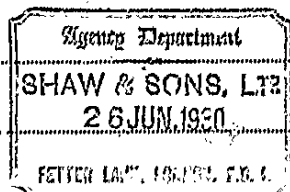


State of
England

Edward Hughes & Co (Timber)

LIMITED.

Presented by



The Solicitors' Law Stationery Society, Limited, 22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4,
48 Bedford Row, W.C.1, 6 Victoria Street, S.W.1, 15 Hanover Street, W.1, 10 & 21 North John Street, Liverpool,
and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form No.—5530.22-19-29. W127

705

I, Albert Ernest Frankland
of Barclays Bank Building,
Waters Street, Liverpool

(a) Here Insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland
"an Barrister at Law
"Agent") 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 (a) a Solicitor
of the Supreme Court Engaged in
the formation

of Edward Hughes & Co. (Timber)

Limited, and that all the requirements of the Companies Act, 1929,
in respect of matters precedent to the registration of the said
Company and of matters precedent 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 Liverpool

A. E. Frankland

the 25th day of June 1930

Before me,

W. W. Goffey

A Commissioner for Oaths. [or a Notary Public or
Justice of the Peace.]

249168

The Companies Act 1929.



COMPANY LIMITED BY SHARES.

Memorandum of Association
OF

Edward Hughes & Co. (Timber)
LIMITED.

1. The name of the Company is "EDWARD HUGHES & Co. (TIMBER) LIMITED."

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

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

(A) To carry on the trades or businesses of timber merchants and proprietors of saw mills, planing, moulding and turning mills, importers of timber, mahogany and wood goods, timber growers, timber and general contractors, general merchants, general dealers, brokers, factors and Commission Agents, wood workers, metal workers, brokers or dealers and builders, and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber, and wood of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used and to carry on business as shipowners and carriers by land and sea and, so far as may be deemed expedient, the business of general merchants and to buy, clear, plant and work timber estates, and to carry on any other trade or business whatsoever which can in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

(B) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry



REGISTERED
1 JUL 1930

Agency Department
SHAW & SONS, LTD.
26 JUN. 1930
FETTER LANE, LONDON, E.C. 4.

707

28 JUN. 1930

on, or possessed of any property or rights suitable for the purposes of this Company.

- (c) To take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (d) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, patents, licenses, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (e) To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (h) To lend money on any terms that may be thought fit, and particularly to customers or other persons, or corporations having dealings with the Company, and to give any guarantees that may be deemed expedient.
- (i) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.

(J) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or persons or corporations engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.

(K) To amalgamate with any other company or companies.

(L) To sell or dispose of the undertaking, property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(M) To distribute any of the Company's property among the members in specie.

(N) To cause the Company to be registered or recognised in any foreign country or place.

(O) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.

(P) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000, divided into 10,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions.

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.	Number of Shares taken by each Subscriber.
<i>Henry Edward Tattersall</i> <i>46 Leopold Rd</i> <i>Waterloo</i> <i>Liverpool</i> <i>Timber Merchant.</i>	One
<i>George William Harrison</i> <i>3, Irvine Terrace</i> <i>New Ferry, Birkenhead.</i> <i>Timber Merchant.</i>	One

Dated this *27th* day of *June*, 1930.

Witness to the above Signatures—

A. E. Frankland
Solicitor
Liverpool



COMPANY LIMITED BY SHARES.



Articles of Association

OF

Edward Hughes & Co. (Timber)
LIMITED.

REGISTERED

1 JUL 1930

1. Subject as hereinafter provided the regulations contained in the revised Table A, being the Regulations for the ^{management} Arrangement of a Company Limited by Shares, comprised in the First Schedule to the Companies Act 1929 (hereinafter called "Table A"), shall apply to this Company.

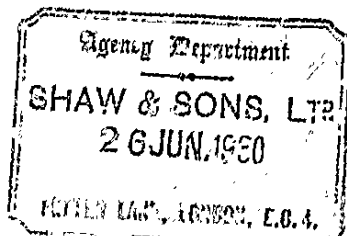
2. This Company is to be a private Company as defined by Section 26 of the Companies Act 1929, and accordingly:—

(A) The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were, while in such employment, and have continued after such employment to be, members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this paragraph be treated as a single member.

(B) Any invitation to the public to subscribe for any shares or debentures of the Company is hereby prohibited.

(C) The right of transfer of shares shall be restricted as hereinafter provided.

3. The shares 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 a premium or at par and at such time or times as the Directors think fit, and with full power to give to any person the call of any shares either at par



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or at a premium during such time and for such consideration as the Directors think fit.

4. No share shall, save as hereinafter expressly provided, be transferred to a person who is not a member, so long as any member, or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership, is willing to purchase the same at a price to be fixed as hereinafter provided.

5. In order to ascertain whether any member or person selected as aforesaid is willing to purchase a share the proposing transferor shall give notice in writing (hereinafter called "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the price he fixes, and shall constitute the Company his agent for the sale of the share to any member of the Company—or person selected as aforesaid—at that price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each share. The transfer notice shall not be revocable except with the sanction of the Directors.

6. If the Company shall, within the space of 14 days after being served with such notice, find a member of the Company, or person selected as aforesaid, willing to purchase the share (hereafter called the "purchasing member"), and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the price so fixed to transfer the share to the purchasing member.

7. Where the Company is served with a transfer notice as aforesaid the Company shall forthwith give notice thereof to all the members (other than the party giving the transfer notice), and the notice shall specify the price fixed by the intending transferor, and each member shall be at liberty within seven days from the time such notice is served on him to deliver to the Company an offer in writing bidding for all or some of the shares comprised in the transfer notice, and agreeing to take at the price he bids the whole or any of the shares he bids for, and as between those who so bid the highest bidders shall be selected as purchasers in the order in which their bids stand as regards magnitude, and as between those who bid the same figure, the selection shall be determined by lots which shall be drawn in such manner as the Directors determine. Nevertheless, if the selected bidders bid less than the price specified in the transfer notice, the fair value per share shall be fixed by two arbitrators, one to be appointed by the proposed transferor and the other by the purchasing member or their umpire.

8. If in any case the proposing transferor, after having become bound as aforesaid, make default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

9. If the Company shall not within the space of fourteen days after being served with the transfer notice, find a member of the Company or person selected as aforesaid, willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to the provisions hereinafter contained, to sell and transfer the shares (or those not placed) to any person, but so that the price paid shall not be less than the price fixed by the proposing transferor in the transfer notice. Before passing any transfer under this clause the Directors may require the transferor, and transferee respectively, to make a statutory declaration, pursuant to the Statutory Declarations Act, 1835, that the consideration mentioned in the transfer is the true consideration paid by the transferee for the transfer of the share or shares, and is not subject to any deduction or rebate. When the proposing transferor cannot find a purchaser at the price so fixed, he may give a fresh transfer notice.

10. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any notice served on the Company, pursuant to the provisions in that behalf hereinbefore contained, shall be offered to the members and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same.

11. Any share may be transferred by a member to any son or grandson, or daughter, or son-in-law, or wife, or husband of such member, and any share of a deceased member may be transferred by his executors or administrators into their own names, or to any son or grandson, daughter, or son-in-law, widow, or widower of such deceased member, and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will, and Clause 4 hereof shall not apply to any such transfer, but the present clause shall take effect subject to the provisions hereinafter contained.

12. The Board may refuse to register any transfer of a share (A) where the Company has a lien on the share, or (B) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to membership; but paragraph (B) of this clause shall not apply where the proposed transferee is already a member holding shares, nor to a transfer made pursuant to the last preceding clause hereof.

13. The quorum of a General Meeting shall be two members of the Company, personally present. Every share shall confer one vote.

14. If a poll be demanded by two or more members, it shall be taken in such manner and at such time as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting, or Extraordinary General Meeting, as the case may be. The demand for a poll may be withdrawn.

15. For the purposes of the Companies Act 1929, the minimum subscription shall be two shares.

16. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal personal representative.

17. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company, but so that if the commission in respect of shares shall be paid or payable out of capital the statutory conditions and requirements shall be observed and complied with, and the amount or rate of commission shall not exceed 10 per cent. on the shares, debentures or debenture stock in each case subscribed or to be subscribed. The commission may be paid or satisfied in cash or in shares, debentures, or debenture stock of the Company.

18. In Clause 2 of Table A the words "Extraordinary Resolution" shall be substituted for the words "Special Resolution."

19. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered

by a Court of competent jurisdiction, or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

20. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Clause 19 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

21. The proceeds of sale of such shares (instead of being applied as in Clause 10 of Table A provided) shall be applied in payment of such debts, liabilities, and engagements as and when the period for the payment, fulfilment, or discharge thereof respectively arrives, and any surplus shall be paid to such member, his executors, administrators, or assigns.

22. In Clause 19 of Table A the words "not being fully paid shares" shall be omitted.

23. In Clause 22 of Table A the words "where he becomes entitled thereto by reason of such bankruptcy" shall be inserted immediately after the words "except that."

24. At the end of Clause 23 of Table A the following words shall be inserted, namely, "and all expenses that may have been incurred by the Company by reason of such non-payment."

25. In Clause 24 of Table A the words "and the place at which" shall be inserted immediately after the words "on or before which," and the words "and at the place" shall be inserted immediately after the words "before the time."

26. At the end of Clause 25 of Table A the following words shall be inserted, namely, "Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture."

27. In Clause 27 of Table A the word "presently" and the words "but his liability" and all subsequent words shall be struck out.

28. In Clause 32 of Table A the words "and in the assets of the Company on a winding up" shall be inserted immediately after the words "profits of the Company."

29. In Clause 35 of Table A the words "the registered members" shall be substituted for the words "such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings."

30. The following provision shall be substituted for Clause 39 of Table A, namely, "Other General Meetings shall be held once in the year 1931, and in every subsequent year at such time and place as the Directors shall determine."

31. In Clause 42 of Table A the words "the registered members" shall be substituted for the words "such persons as are under the regulations of the Company entitled to receive such notices from the Company."

32. In Clause 48 of Table A the words "some other Director present or in default of Directors" shall be inserted immediately after the word "choose."

33. In Clause 49 of Table A the words "and shall if so directed by the meeting" shall be omitted, and the word "when" and all subsequent words of the clause shall be omitted.

34. In Clause 50 of Table A the words "or not carried by a particular majority" shall be inserted immediately after the word "lost."

35. In Clause 51 of Table A the words "and either at once or after an interval or adjournment" shall be inserted immediately after the words "in such manner."

36. At the end of Clause 55 of Table A the following words shall be added, namely: "Several executors or administrators of a deceased member shall for the purposes of this clause be considered as joint holders."

37. An instrument appointing a proxy may appoint several persons in the alternative and Clause 61 of Table A shall be modified accordingly.

38. Clause 64 of Table A shall not apply, and until otherwise determined by a General Meeting the number of Directors shall not be less than two nor more than five and the first Directors shall be Henry Edward Tattersall and George William Harrison.

39. The said Henry Edward Tattersall shall be the Governing Director of the Company until he resigns or dies or becomes bankrupt or be found lunatic or of unsound mind, and whilst he retains the said office he shall have authority to exercise all the powers, authorities and discretions by these presents

expressed to be vested in the Directors generally, and the other Directors, if any, for the time being in the Company shall be bound to conform to his directions in regard to the Company's business. The remuneration of the said Henry Edward Tattersall so long as he shall remain Governing Director shall be such sum as shall, from time to time, be voted by the members in General Meeting.

40. Subject to the last preceding clause hereof, the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they may think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

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

42. Until otherwise determined by the Company in General Meeting the Directors for the time being shall continue to hold office subject to Clause 43 of the Articles of Association of the Company, and to any agreement between the Company and the individual Directors respectively. Subject as aforesaid the Board may appoint any of their number to be Chairman and determine the period for which he shall retain such office.

43. The office of a Director shall be vacated :—

- (A) If he accept or hold any other office under the Company (except that of Managing Director, Manager or Secretary).
- (B) If he become bankrupt, or suspend payment, or compound with his creditors.
- (C) If he be found lunatic or become of unsound mind.
- (D) If he be requested in writing by all his co-Directors to resign.

44. 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 member, or otherwise interested in, be avoided,

nor shall any Director so contracting, or being such 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 relation thereby established.

45. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions, by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

46. In Clause 68 of Table A the words "or Secretary" shall be inserted immediately after the words "or Manager" and the words "the Directors or" shall be inserted immediately before the words "the Company."

47. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they shall think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient, and they may from time to time revoke, withdraw, alter or vary all or any of such powers.

48. Clause 69 of Table A shall not apply.

49. Clauses 71 and 72 of Table A shall not apply.

50. Clauses 78 and 79 of Table A shall not apply, but the Directors may at any time appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number, fixed as above, and so that no such appointment shall be effective unless two-thirds of the Directors concur therein.

51. Clause 82 of Table A shall not apply.

52. The last five words "but for no other purpose," shall be omitted from Clause 83 of Table A.

53. Clause 101 of Table A shall not apply.

54. At the end of Clause 103 of Table A the following words shall be inserted, namely, "As regards those members who have no registered place of address in the United Kingdom a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up."

55. Any notice by a Court of Law, or otherwise, required or allowed to be given by the Company to the members or any of

them by advertisement, shall be sufficiently advertised if advertised once in two local daily newspapers.

56. Clauses 104 and 107 of Table A shall not apply.

57. (i) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an Extraordinary Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction shall think fit.

(ii) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution passed pursuant to Section 234 of the Companies Act 1929.

(iii) In case any shares to be divided as aforesaid involve a liability to calls, or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the Extraordinary Resolution, by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds, and the liquidators shall, if practicable, act accordingly.

58. The Directors 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.

59. In lieu of Clause 71 of Table A the following shall take effect: "The seal of the Company shall be affixed to any document, by and in the presence of the Governing Director or one Director, who shall attest the same by signing his name thereto in the usual manner."

glt ~~We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.~~

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Henry Edward Tattersall
46 Leopold Road
Waterloo. Liverpool
Lumber Merchant.

George William Harrison.

3. Irvine Terrace.

New Ferry

Birkenhead.

Lumber Merchant.

Dated this 24th day of June 1930.

Witness to the above Signatures

A. C. Frankland

Solicitor

Liverpool

DUPLICATE FOR THE FILE.

No. 249168



Certificate of Incorporation

I Hereby Certify,

That

EDWARD HUGHES & CO. (TIMBER) LIMITED

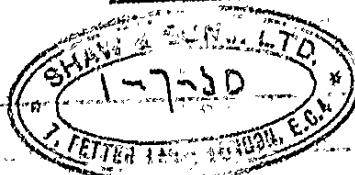
is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this 11th day of July One
Thousand Nine Hundred and thirty.

C. J. Gallagher

Registrar of Companies.

Certificate
issued by



Date