

Number of } 280220
Company }

Form No. 41.

THE COMPANIES ACT, 1929.



A 5s.
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).

Insert the
Name of the
Company.

WHITLEY MORAN & COMPANY

REGISTERED

4 OCT 1933

LIMITED.

Presented by

WARREN & WARREN

31 BEDFORD ROW

LONDON, W.C. 1.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 86 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

J, GEORGE EASTLAKE DAVIS

of 31 Bedford Row in the County of London

(a) Here insert:
"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
"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 WHITLEY MORAN & COMPANY

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 14 Bedford Row in the
County of London
the 25th day of September 1933

George Eastlake Davis

Before me,

M. D. [Signature]

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

This margin is reserved for binding and should not be written across

Number of }
Company }

280220

Form No. 25.

THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

OF

WHITLEY MORAN & COMPANY

LIMITED.

REGISTERED

4 OCT 1933

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, and by Section 39 of the Finance Act 1920.

NOTE.—The Stamp Duty on the Nominal Capital is ^{Ten shillings} ~~One Pound~~ 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 by

WARREN & WARREN

31 BEDFORD ROW

LONDON, W.C. 1.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

WHITLEY MORAN & COMPANY

, Limited,

is £ 2500, divided into 2500

Shares of one pound each.

*Signature

J. W. Moran

Office: Managing Director of the Company

Dated the *twenty seventh* day of *September* 193*3*

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



280220



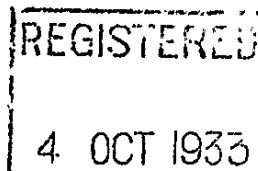
The Companies Act, 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

WHITLEY MORAN & COMPANY,
LIMITED.



1. The name of the Company is "WHITLEY MORAN & COMPANY, 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 carry on the businesses of civil engineering and public works contractors, constructional, mechanical and consulting engineers, builders and builders' merchants, cement, gun, cementation and waterproofing contractors, suppliers of water, light, heat and power; to enter into any contracts in relation to, and to deal in, design, erect, construct, lay down, maintain, enlarge, alter, repair, pull down and restore, either alone or jointly with any other companies or persons, works of all descriptions, including wharves, docks, piers, sea defence works, railways, tramways, waterways, locks, roads, bridges, retaining walls, warehouses, factories, mills, engines, plant, machinery, carriages and wagons, ships and vessels of every description, gasworks, electric works, water works, reservoirs, dams, drainage and sewage works, aerodromes and buildings of every description; to manufacture and deal in gunite

*Y.M.
M.*

ii.

and all cementations, materials and products or other substances required for or used in the general business of the Company and such articles and substances made or compounded of, or with any such materials, products or other substances aforesaid, and cement guns and grout injectors and other machines and implements used for the purposes of the Company's business; and any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

(2) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(3) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(4) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.

(5) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

iii.

(6) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(7) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.

(8) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.

(9) 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 establish and support, or to support or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its employees.

(10) To draw, make, accept, endorse, negotiate, discount, and execute promissory notes, bills of exchange and other negotiable instruments.

(11) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments or securities and in such manner as may from time to time be determined.

(12) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

iv.

(13) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(14) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(15) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(16) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

(17) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(18) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(19) To distribute among the Members in specie 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.

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

(21) To do all such other things as are incidental or conducive to the above objects or any of them.

(22) It is hereby expressly declared that each sub-clause in this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the Members is limited.

5. The share capital of the Company is £2,500, divided into 2,500 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 as to dividend, capital, voting or otherwise.

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>J. W. Moran, Assoc. M. Inst. C.E.</i> <i>217 Cliftonville Road</i> <i>Belfast</i> <i>Civil Engineer,</i>	<i>one</i>
<i>Thos. J. Mc. B.A.E.</i> <i>79 Goldhurst Terrace</i> <i>Hampstead N.W. 6</i> <i>Civil Engineer</i>	<i>one.</i>

Dated this 27th day of September, 1933.

Witness to the above Signatures—

W. L. M. Davis
31 Bedford Row
 London, W.C.1. S. Minter



280220
H



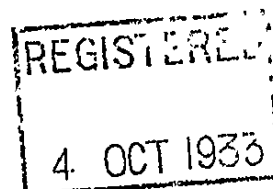
THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

WHITLEY MORAN & COMPANY,
LIMITED.



PRELIMINARY.

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

2. Clauses 19, 45, 47, 48, 50, 59, 61, 64, 65, 66, 68, 72, 82 and 101 of Table "A" shall not apply to the Company, but the clauses hereinafter contained, and the remaining clauses of Table "A," subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

PRIVATE COMPANY.

3. The Company is a "Private Company" within the meaning of Section 26 of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the Members of the Company (not including persons who are in the employment of the Company, and 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 be limited to fifty, provided that, for the purposes

of this provision, where two or more persons hold one or more shares in the Company 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.

SHARES.

4. In Clause 2 of Table "A" the words "Ordinary Resolution" shall be substituted for the words "Special Resolution" where those words first occur.

5. The shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to Clause 3 hereof, and provided that no shares shall be issued at a discount, except as provided by Section 47 of the Companies Act, 1929.

6. 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 commission does not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid shares of the Company, as may be arranged. The statement required by Section 43 of the Companies Act, 1929, shall be duly delivered to the Registrar of Companies for registration, and Section 42 of the same Act shall where necessary be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company as required by Sections 44 and 108 of the same Act.

7. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

TRANSFER OF SHARES.

8. Subject to Article 16 shares may be transferred by any Member or other person entitled to transfer to any Member selected by the transferor, but save as aforesaid and save as provided by Clauses 13 and 15 hereof no share shall 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 fair value.

9. Except where the transfer is made pursuant to Clauses 8, 13 or 15 hereof the person proposing to transfer any shares (hereinafter called "the Proposing Transferor") shall give notice in writing (hereinafter called "the Transfer Notice") to the Company that he desires to transfer the same, and with such notice shall lodge the certificate for his shares. Such notice shall constitute the Company his agent for the sale of the shares to any Member of the Company or person selected as aforesaid at the fair value thereof to be ascertained in the manner provided by Clause 11 hereof. The transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

10. If the Company shall within the space of three calendar months after being served with such notice find a Member or person selected as aforesaid willing to purchase the share (hereinafter called "the Purchasing Member") and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value to transfer the share to the purchasing Member.

11. For the purpose of these clauses the fair value of a share shall be the amount which shall be certified in writing by the Company's Auditors as the fair value in their opinion and such amount shall be deemed to be the fair value, and in so certifying the Auditors shall be considered to be acting as experts, and not as arbitrators; and accordingly the Arbitration Act, 1889, shall not apply.

12. If in any case the proposing transferor, after having become bound as aforesaid, makes 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 proposing transferor. The receipt of the Company for the purchase money shall be a good discharge for the purchasing Member, and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceeding shall not be questioned by any person.

13. If the Company shall not within the space of three calendar months after being served with the transfer notice find a Member 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 Clause 16 hereof, to sell and transfer the shares (or those not placed) to any person and at any price.

14. 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 Clause 9 hereof, 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. Until otherwise determined every such share shall be offered to the Members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

15. Subject to Article 16, any share may be transferred by any Member to any son, daughter, grandson, grand-daughter or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, brother-in-law, sister-in-law, wife or husband of a Member, and any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, grandson, grand-daughter or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, brother-in-law, sister-in-law, widow or widower of such deceased Member (to whom such deceased Member may have specifically bequeathed the same) and shares

standing in the name of the trustees of the Will of any deceased Member may be transferred upon any change of trustees for the time being of such Will, and Clause 8 hereof shall not apply to any transfer authorised by this clause.

16. The Directors may refuse to register any transfer of a share (A) when the Company has a lien on the share; (B) when the proposed transferee is a competitor of or interested in competition with the Company; (C) when it is not proved to their satisfaction that the proposed transferee is a responsible person; (D) when the Directors are of an opinion that the proposed transferee is not a desirable person to admit to membership. In no case shall a Member or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, and the discretion of the Directors shall be absolute. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal as required by Section 66 of the Companies Act, 1929.

17. A fee not exceeding 2s. 6d. may be charged for registering each transfer.

18. A Member of the Company shall not without the Company's consent either solely or jointly with or as manager or agent for any other person or company directly or indirectly carry on or be engaged or concerned or interested as a Shareholder or otherwise in any business which the Company is authorised to carry on, and the Directors may (in addition and without prejudice to any other right or remedy) by resolution forfeit the shares of any Member who acts in contravention of this provision, but this clause shall not apply to ~~the said~~ Thomas Whitley Moran.

PROCEEDINGS AT GENERAL MEETINGS.

19. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Two Members personally present shall be a quorum.

20. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the meeting.

21. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members entitled to vote at the meeting or by the holder or holders present in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

VOTES OF MEMBERS.

22. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for or representative of a corporation, but a proxy for or representative of a corporation, unless entitled on his own behalf to be present and vote at the meeting, shall not act except for the corporation which appointed him.

23. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve :—

" WHITLEY MORAN & COMPANY, LIMITED.

" I,
 " of ,
 " in the County of , being a
 " Member of WHITLEY MORAN & COMPANY, LIMITED,
 " hereby appoint
 "
 " of ,
 " or failing him, ,
 " of ,
 " as my proxy to vote for me and on my behalf at the
 " (Ordinary or Extraordinary or Adjourned, as the case
 " may be) General Meeting of the Company to be held on
 " the day of , and at any adjournment
 " thereof.

" Signed this day of ."

DIRECTORS.

24. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than four. The following shall be the first Directors of the Company, that is to say—Thomas Whitley Moran, A.M.I.C.E., and Timothy Charles Wallis, M.C., B.A.I.

25. (A) The said Thomas Whitley Moran shall be the first Managing Director of the Company and shall hold office as Managing Director until he resigns the office or dies and shall not while holding that office be subject to retirement by rotation, or taken into account in determining the rotation or retirement of Directors.

(B) If the said Thomas Whitley Moran shall resign his office he shall continue as an ordinary Director.

(C) If the said Thomas Whitley Moran shall resign his said office he may appoint some person to be the Managing Director in his place subject as hereinafter provided.

(D) If the said Thomas Whitley Moran shall resign his office and appoint a successor as aforesaid he may by notice in writing to the Company declare that he resumes the office of Managing

Director and he shall thereupon, to the exclusion of his appointee, again become the Managing Director, and the above provision in this paragraph shall apply as often as the said Thomas Whitley Moran resumes office as aforesaid.

(E) If the said Thomas Whitley Moran die whilst he holds the office of Managing Director the Trustees for the time being of his Will, if expressly authorised thereby, may exercise the powers vested in him by paragraph (c) of this Article.

26. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. The Company in General Meeting may from time to time direct such further sums as may be thought fit to be paid as and by way of further remuneration to the Directors, and any such further remuneration shall be divided amongst them as they may agree, or failing agreement equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses reasonably incurred by them respectively in or about the performance of their duties as Directors.

27. The qualification of a Director shall be the holding of shares of the Company of the aggregate nominal value of at least £100, and it shall be his duty to comply with the provisions of Section 141 of the Companies Act, 1929. A Director may act before acquiring his qualification.

POWERS AND DUTIES OF DIRECTORS.

28. 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 remove any persons so appointed and appoint others in their place, 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.

29. 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 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 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.

DISQUALIFICATION OF DIRECTORS.

30. The office of a Director shall be vacated—

(1) If by notice in writing to the Company he resigns the office of Director.

(2) If he ceases to be a Director by virtue of the Companies Act, 1929, Section 141.

(3) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the other Directors, and they pass a resolution that he has by reason of such absence vacated office, but this sub-clause shall not apply to the said Thomas Whitley Moran.

(4) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.

(5) If he is prohibited from being a Director by an order made under any of the provisions of the Companies Act, 1929, Section 217 or Section 275.

(6) If he is found lunatic or becomes of unsound mind.

31. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

32. A Director shall be capable of contracting or participating in the profits of any contract with the Company in the same manner as if he were not a Director, but he shall declare the nature of his interest in any contract or proposed contract in which he is interested in manner required by Section 149 of the Companies Act, 1929, and after he has become interested therein he shall be entitled to vote as a Director in respect of the contract or proposed contract or any matter arising thereout.

PROCEEDINGS OF DIRECTORS.

33. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

34. A resolution in writing signed by every Member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

SECRETARY.

35. The Company may from time to time or at any time appoint a person to act temporarily as substitute for the Secretary for the time being of the Company, and any person so appointed shall, while so acting, be deemed for all purposes to be the Secretary of the Company.

WINDING UP.

36. In a winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the Members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is determined to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 234 of the Companies Act, 1929.

INDEMNITY.

37. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (c) of the proviso to Section 152 of the Companies Act, 1929) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

J. W. Moran. Assoc. M. Inst. C.E.
 214 Cliftonville Road, Belfast.
 Civil Engineer.

J. W. Morris M.E. B.A.I.
 79 Goldhurst Terrace
 Hampstead N.W. 6.
 Civil Engineer.

Dated this 27th day of September, 1933.

Witness to the above Signatures—

G. L. M. Davis.

31, Bedford Row

London, W.C.1. Solicitor

DUPLICATE FOR THE FILE.

No. 280220



Certificate of Incorporation

I Hereby Certify,

That

WHITLEY MORAN & COMPANY, LIMITED

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

Given under my hand at London this fourth day of October One

Thousand Nine Hundred and thirty-three.

Frederick J. ...

Registrar of Companies.

Certificate
received by

G. Barnes or Warren or Warren
3 Bedford Row W.C.1.

Date *4/10/33*