

No. of Company **309520**

C.A. 23. (No. 11.)

*The Companies Act, 1929.*



A 5/-  
Companies  
Registration  
Fee Stamp  
to 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).*  
(See page 2 of this Form.)

Name of Company } **STEVENSON BROS. (OADBY) LIMITED.**

**REGISTERED**  
**20 JAN 1936**

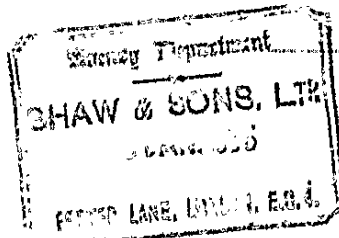
**SHAW & SONS  
LIMITED,**

**Companies' Publishers, Printers, and Stationers,  
7, 8 & 9, Fetter Lane, Fleet Street, E.C.4.**

**Presented by**

**HERBERT SIMPSON, SON & BENNETT.  
Solicitors  
11, BOWLING GREEN STREET,  
LEICESTER.**

T131 S1220 (a)



**80 PA**

J, MAURICE REXTON SIMPSON

of 11 Bowling Green Street in the City of Leicester

(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 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 Stevenson Bros. (Cadby)

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 the City of Leicester

the 15th day of January

One thousand nine hundred and thirty six

before me,

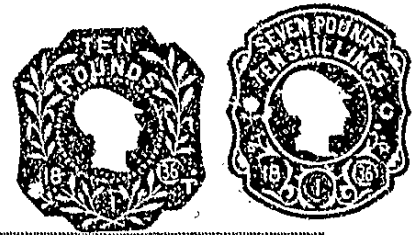
G. J. C. Martin

A Commissioner for Oaths (b)

(b) or Notary Public or

Maurice R. Simpson

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



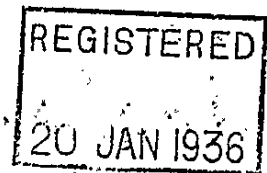
STEVENS ON BROS. (OADBY)

LIMITED

*m* 17.10.0

# Statement of the Nominal Capital

*made pursuant to Sec. 112, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100—Sec. 41, Finance Act, 1933.)*



This Statement is to be filed with the Memorandum of Association when the Company is registered.

**SHAW & SONS LTD.,**

Companies' Publishers, Printers, and Stationers,

7, 8 & 9, Fetter Lane, Fleet Street, E.C.4.

*Presented for registration by*

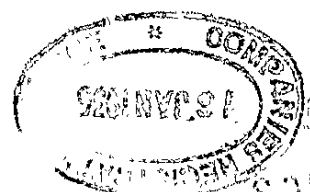
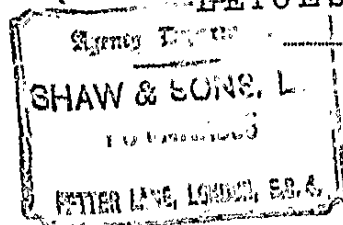
HERBERT SIMPSON, SON & BENNETT.

*Solicitors*

11, BOWLING GREEN STREET,

LEICESTER.

M29. 52134 (6)



# The Nominal Share Capital

of the STEVENSON BROS. (OADBY)

LIMITED,

is £3,500, divided into 3,500 shares of £1

each.

Signature D. L. Bailey

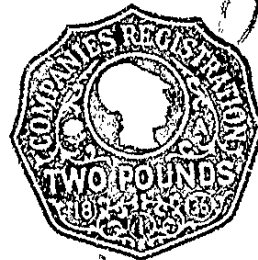
Description Secretary

Date 15th January 1936.

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



309520/3

*The Companies Act, 1929.*

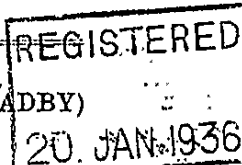
COMPANY LIMITED BY SHARES.



## Memorandum of Association

OF

### Stevenson Bros. (Oadby) Limited.

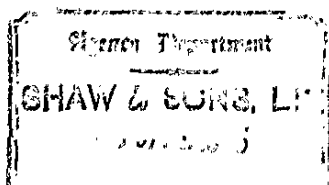


1. The name of the Company is "STEVENSON BROS. (OADBY) LIMITED."

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

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

- (1) To acquire and take over as a going concern and carry on the business of a boot and shoe manufacturer now carried on by William Stevenson, at Spencer Street, Oadby, in the County of Leicester, under the style or name of "Stevenson Bros." and all or any of the assets (excluding real property) and liabilities of the proprietor of that business in connection therewith, and with a view thereto, to enter into and carry into effect (either with or without modification) an agreement with the said William Stevenson in the terms of a draft preliminary agreement, a copy of which has, for the purpose of identification, been signed by two of the subscribers of this Memorandum.
- (2) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, all or any of the following trades or businesses, namely, boot and shoe manufacturers and dealers, boot and shoe factors, salesmen, retailers and multiple shopkeepers, leather merchants and manufacturers, leather dressers, tanners, dealers in hides, skins and other materials, manufacturers of and dealers in rubber goods, mercery, grindery and cardboard boxes, packing case makers, machinists, gas makers, printers, carriers and merchants; and to buy, sell, manufacture, repair, and deal in leather and leather goods of all kinds; and to supply power.
- (3) To carry on or acquire any businesses similar to the businesses above-mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.



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- (4) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.
- (5) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (6) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (7) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property, and assets including the uncalled capital of the Company.
- (8) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the Shares in the Company's Capital, or any Debentures, Debenture Stock or other Securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (9) Upon the issue of any shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by shares or options to take shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for shares or procuring subscriptions for shares.
- (10) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes, or other negotiable instruments.
- (11) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions, or secret processes which may be useful for the Company's objects, and to grant licences to use the same.
- (12) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (13) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.
- (14) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company for or any other purpose which may seem directly or indirectly calculated to benefit the Company.

- (15) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm, or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (16) To amalgamate with any company having objects similar to those of this Company.
- (17) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.
- (18) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.
- (19) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (20) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (21) Subject to the provisions of Section 45 of the Companies Act, 1929, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (22) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
- (23) To distribute any of the property of the Company among its Members in specie.
- (24) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

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 that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited. ✓

5. The Share Capital of the Company is £3,500, divided into 3,500 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions, or disqualifications so attached shall be altered, affected, or interfered with except in the manner provided in Clause 3 of Table A in the First Schedule to the Companies Act, 1929.

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.
<p><i>William Stevenson</i>  <i>Whitby Lane Joubert Bay</i>  <i>Post &amp; Shoe Manufacture</i>  <i>D. L. Bailey</i>  <i>Gayholm</i>  <i>Harboro Rd Cadby</i>  <i>Secretary</i></p>	<p>one</p> <p>one.</p>
<p><i>W L A Stevenson</i>  <i>Denizes Wellford Rd</i>  <i>Leicester</i>  <i>Manager</i></p>	<p>One.</p>

Dated this 15<sup>th</sup> day of January, 1936.

Witness to the above Signatures :—

*Arthur E. Porter*  
*Clerk to Herbert Simpson Son & Bennett*  
*Solicitors*  
*Leicester*



309520



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*The Companies Act, 1929.*

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# Stevenson Bros. (Oadby) Limited.

REGISTERED

20 JAN 1936

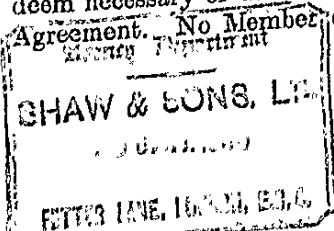
### PRELIMINARY.

1. The following shall be the Articles of the Company. The Regulations in Table A in the First Schedule to the Companies Act, 1929 (hereinafter called "Articles of Table A") are hereby excluded except as and where hereinafter expressly mentioned. In case of any difference or inconsistency between these Articles and the Articles in Table A hereinafter expressly mentioned, the provisions of these Articles shall prevail.

2. The Company is a "Private Company" within the meaning of the Companies Act, 1929, and, for the purpose of complying with the requirements of the said Act, it is hereby agreed and declared as follows:—

- (a) The Company restricts the right to transfer its Shares, both present and future;
- (b) The Company limits the number of its Members (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 determination of that employment to be Members of the Company), to fifty, provided that where two or more persons hold one or more Shares in the Company jointly, they shall, for the purposes of this Clause, be treated as a single Member.
- (c) The Company prohibits any invitation to the public to subscribe for any Shares or Debentures, or Debenture Stock of the Company.
- (d) Anything contained in these Articles which is at variance with the above conditions shall be treated as inoperative and void.

3. The Directors of the Company shall at their first Board Meeting after the incorporation of the Company, take into consideration the draft Agreement referred to in the Memorandum of Association, a copy of which has been signed for identification by two of the subscribers of the Company's Memorandum of Association, and shall, if they approve the terms of such Agreement, enter on behalf of the Company into an Agreement in the terms of the said draft, but with such modifications (if any) as the Directors may deem necessary or desirable for giving the Company the full benefit of such Agreement. No Member of the Company (either present or future) shall



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make any objection to the said Agreement and all Members of the Company present and future, shall be deemed to have assented to all the terms thereof. No promotor or Director shall be liable to account to the Company for any profit or benefit derived by him under the said Agreement.

#### INTERPRETATION OF ARTICLES.

4. In these Articles unless the context otherwise requires :—

"Articles" means Articles of Association of the Company as originally framed or as altered by Special Resolution.

"Extraordinary Resolution" means an Extraordinary Resolution as defined by section 117 (1) of the Companies Act, 1929.

"Special Resolution" means a Special Resolution as defined by section 117 (2) of the Companies Act, 1929.

"Month" means calendar month.

"Writing" includes typewriting, printing and lithography.

Words importing the singular number include the plural, and *vice versa*.

Words importing the masculine gender include the feminine.

Words importing persons include Corporations.

Words defined in the Companies Act, 1929, or any amendment thereof shall have the meaning there given.

#### ALTERATION OF ARTICLES.

5. The Company may from time to time alter or add to any of these Articles by passing and registering a Special Resolution in the manner required by Sections 117 and 118 of the Companies Act, 1929. No Member of the Company shall be bound by any alteration made in the Memorandum or Articles after the date on which he became a Member if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made or in any way increases his liability as at that date to contribute to the Share Capital of or otherwise to pay money to the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

#### SHARES.

6. Articles 2, 3, 4, 5 and 6 of Table A shall apply.

#### COMMISSION.

7. The Directors may pay 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 a commission not exceeding in any case ten per cent. of the price at which such Shares are issued. Such commission may be paid wholly in cash, or wholly in fully paid or partly paid Shares in the Capital of the Company, or partly in cash and as to the remainder in such Shares. The Directors may also pay a brokerage on the issue of the Company's Shares.

### LIEN ON SHARES.

8. Articles 7, 8, 9 and 10 of Table A shall apply, except that in Article 7 of Table A the words "not being a fully paid Share" and "other than fully paid Shares" shall be omitted.

### CALLS ON SHARES.

9. Articles 11 to 16, inclusive, of Table A shall apply.

### TRANSFER AND TRANSMISSION OF SHARES.

10. (a) No Shares in the Company shall be transferred to a person not a Member of the Company so long as any Member of the Company may be willing to purchase such Shares at a price to be ascertained in accordance with sub-clause (c) hereof.
- (b) If any Member desires to sell or transfer his Shares, or any of them, he shall notify his desire to the Directors by sending them a notice in writing (hereinafter called "a transfer notice") to the effect that he desires to sell or transfer such Shares and specifying the number thereof. The receipt by the Directors of the said transfer notice shall constitute an authority to them to offer the Shares therein referred to for sale at a price to be ascertained as provided by sub-clause (c) hereof.
- (c) At the Ordinary General Meeting in any year the Members of the Company may by resolution fix the price at which Shares shall be transferred pursuant to any transfer notice received by the Company during the period intervening between the date of the Meeting at which the price is fixed as aforesaid and the next Ordinary General Meeting. If at any Ordinary General Meeting no such price shall be fixed then the price at which Shares shall be transferred pursuant to any transfer notice received by the Company during the period intervening between that Meeting and the next Ordinary General Meeting shall be the par value of such Shares. Until the holding of the first Ordinary General Meeting the price of Shares, for the purposes of this clause, shall be the par value thereof.
- (d) On receipt of any transfer notice the Directors shall cause a notice to be sent to every Member of the Company (other than the selling Member) stating the number of Shares for sale and the price thereof for the time being in force, ascertained in manner hereinbefore mentioned, and shall therein invite each of such Members to give notice in writing within fourteen days whether he is willing to purchase any, and if so what maximum number of such Shares. At the expiration of such fourteen days the Directors shall apportion such Shares amongst those Members (if any, if more than one) who shall have given notice to purchase the same, and as far as may be *pro rata* according to the number of Shares already held by them respectively; provided that no Member shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in his answer to the said notice. If the number of Members who have given notice to purchase any of such Shares exceeds the number of Shares to be sold, the Directors shall not apportion more than one

of such Shares to any one Member, and shall select as purchasers Members having larger holdings of Shares in the Company in preference to Members having smaller holdings. The Directors shall then inform the selling Member of the names and addresses of the Members who desire to purchase his Shares and of the number of Shares required by each, and such selling Member shall complete and execute a transfer or transfers to the said purchasing Member or Members, and shall deliver up the transfer or transfers and relative Certificates to the purchasing Member or Members in exchange for the purchase money. When there are several purchasing Members, the selling Member shall deliver his Share Certificates and Transfers to the Company and the Secretary shall retain the Share Certificates and shall certify on the Transfers that the relative Share Certificates for the selling Member's Shares have been duly lodged in the office of the Company.

- (e) If the Directors shall be unable within one month after receipt of the transfer notice to find a purchaser for all or any of the Shares among the Members of the Company, the selling Member may sell such Shares as remain unsold to any person, though not a Member of the Company, and at any price, but subject to the right of the Directors (without assigning any reason) to refuse registration of the transfer when the proposed transferee is a person of whom they do not approve, or where the Shares comprised in the transfer are Shares on which the Company has a lien.
- (f) A transfer notice given under this Article shall not be revocable except with the consent of the Directors in writing.
- (g) Any Share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, and any Share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased member to whom such deceased member may have bequeathed the same, and any shares standing in the names of the Trustees of the will of any deceased member shall be transferred upon any change of trustees to the trustees for the time being of such will, and the restrictions in paragraph (a) of this Article shall not apply to any transfer authorised by this paragraph; nor shall the Directors be entitled to refuse to register any such transfer.

#### FORM AND EFFECT OF TRANSFER.

11. Subject to the provisions of paragraph (g) of Article 10 hereof, Articles 17 to 22, inclusive, of Table A shall apply, except that in Article 19 of Table A the words "not being fully paid Shares" shall be omitted.

12. Without prejudice to the power of the Company to register as Shareholder or Debenture holder any person to whom the right to any Shares in or Debentures of the Company has been transmitted by operation of law, no transfer of Shares in or Debentures of the Company shall be registered unless and until a proper instrument of transfer has been delivered to the Company.

### FORFEITURE OF SHARES.

13. Articles 23 to 29, inclusive, of Table A shall apply.

### ALTERATION OF CAPITAL.

14. Articles 34 to 38, inclusive, of Table A shall apply.

### GENERAL MEETINGS.

15. Articles 39, 40 and 41 of Table A shall apply, except that in Article 39 thereof the words "prescribed by the Company in General Meeting" shall be omitted and the words "determined by the Directors" shall be inserted and substituted therefor.

### NOTICE OF GENERAL MEETINGS.

16. Articles 42 and 43 of Table A shall apply.

### PROCEEDINGS AT GENERAL MEETINGS.

17. 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; save as in Article 46 of Table A is otherwise provided two Members personally present and holding or representing by proxy not less than one-twentieth of the issued Share Capital of the Company, shall be a quorum.

18. Articles 44, 46, 47, 48, 49, 51, 52 and 53, of Table A shall also apply.

### RESOLUTIONS AT GENERAL MEETINGS.

19. 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, 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, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that Resolution.

### DEMAND OF A POLL.

20. Any one or more Members present in person or by proxy entitled to vote and holding or representing by proxy not less than fifteen per cent. of the paid up Capital of the Company, shall be entitled to demand a poll.

### VOTES OF MEMBERS.

21. Articles 54 to 62, inclusive, of Table A shall apply.

## CORPORATIONS ACTING BY REPRESENTATIVES.

22. Article 63 of Table A shall apply.

## DIRECTORS.

23. (a) The number of Directors of the Company shall not be more than five, but need not exceed one.
- (b) The first Directors of the Company shall be William Stevenson, of "Whyteholme," London Road, Oadby, Leicester; William Leslie Archibald Stevenson, of "Devizes," Welford Road, Leicester; and Donald Leo Bailey, of "Gayholme," Harborough Road, Oadby, Leicester.
- (c) If and whenever there is a sole Director he shall have authority to exercise all the powers, authorities and discretions by these Articles expressed to be vested in the Directors, and these Articles shall be read and modified accordingly.
- (d) The said William Stevenson shall, subject to the provisions of Article 27, and so long as he continues to be the beneficial owner of 50 Shares in the Company, be entitled to be a Director during his life.
- (e) The said William Stevenson shall be the Chairman of Directors, whilst he is a Director of the Company, and may summon meetings of the Directors at any time and place he may think fit. If a meeting of Directors is summoned by or at the request of any other Director the said William Stevenson shall be entitled to seven clear days' notice of every such meeting.
- (f) Subject to the provisions of Article 27, the said William Stevenson shall, so long as he continues to be the beneficial owner of 50 Shares in the Company, be permanent Managing Director of the Company and shall not be subject to retirement or removal under the provisions of Articles 68, 73 to 77 and 80 of Table A. As permanent Managing Director the said William Stevenson shall have the entire control of the business of the Company and may, subject to any express prohibition by the Company in General Meeting, exercise all the powers, authorities and discretions by these Articles expressed to be vested in the Directors, including power to affix the Company's Seal and to determine his own remuneration as permanent Managing Director; and these Articles shall be read and modified accordingly whilst he continues to hold the said office.
- (g) The qualification of a Director shall be the holding of at least 50 Shares in the Company.
- (h) A Director may act before acquiring his qualification, but it shall be his duty to acquire his qualification within two months after his appointment.
- (i) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Any Director may, notwithstanding his personal interest in the matter, vote for any resolution fixing such remuneration.

- (j) The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company or undertaking any work additional to that usually required of Directors of a Company similar to this Company.
- (k) The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in the execution of their duties.

#### POWERS AND DUTIES OF DIRECTORS.

24. Articles 67, 68 and 70 of Table A shall apply, unless herein otherwise expressly provided.

#### BORROWING BY DIRECTORS.

25. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property and assets of the Company, both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other Securities charged upon the said property and assets of the Company. Provided that no invitation shall be issued to the public to subscribe for any such Debentures or Debenture Stock of the Company.

#### THE SEAL.

26. Subject to the provisions of paragraph (f) of Article 23 the Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least one Director and of the Secretary or such other person as the Directors may appoint for the purpose; and that Director and the Secretary or such other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

#### DISQUALIFICATIONS OF DIRECTORS.

27. The office of Director shall be vacated if the Director :—

- (a) Ceases to hold the necessary qualification in Shares or does not obtain the same within two calendar months after his appointment; or
- (b) Becomes bankrupt, insolvent or compounds with his creditors; or
- (c) Becomes prohibited from being a Director by reason of any order made under sections 217 and 275 of the Companies Act, 1929.
- (d) Is found lunatic or becomes of unsound mind; or
- (e) Be convicted of an indictable offence (other than any offence under the Road Traffic Acts, 1930 to 1934, or any statutory modification, alteration or re-enactment thereof for the time being in force); or

- (f) Gives to the Directors one calendar month's notice in writing that he resigns his office, in which event his office shall be vacated at the expiration of such calendar month.

28. A Director may hold any other office or place of profit under the Company except that of Auditor upon such terms and conditions as the Board of Directors in their absolute discretion may deem advantageous to the Company.

29. Subject as hereinafter mentioned a Director may be interested in, concerned in, or may participate in the profits of any contract or arrangement with the Company (without being accountable to the Company for profits derived by him under any such contract or arrangement) provided always that, immediately upon becoming so interested, concerned or entitled so to participate, such Director shall declare the nature of his interest at a Meeting of the Directors of the Company. In the case of a proposed contract or arrangement the declaration required by this Article to be made by a Director shall be made at the Meeting of the Directors at which the question of entering into such contract or arrangement is first taken into consideration, or if the Director was not at the date of that Meeting interested in the proposed contract or arrangement, at the next Meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first Meeting of the Directors held after the Director becomes so interested. For the purposes of this Article a general notice given to the Directors of the Company by any Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm shall be deemed to be a sufficient declaration of interest in relation to any contract so made.

#### ROTATION OF DIRECTORS.

30. Articles 73 to 80, inclusive, of Table A shall apply unless herein otherwise expressly provided.

#### PROCEEDINGS OF DIRECTORS.

31. 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.

32. A Resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and constituted.

33. Articles 81, and 83 to 88 inclusive, of Table A shall also apply, unless herein otherwise expressly provided.

#### DIVIDENDS AND RESERVE.

34. Articles 89 to 96, inclusive, of Table A shall apply.

#### ACCOUNTS.

35. Articles 97 to 100, inclusive, of Table A shall apply.



## AUDIT.

36. Auditors shall be appointed and their duties regulated in accordance with the provisions of Sections 132, 133 and 134 of the Companies Act, 1929, or any statutory modification thereof for the time being in force.

## NOTICES.

37. Articles 103, 105, 106 and 107 of Table A shall apply.

38. The accidental omission to give notice to or the non-receipt of any such notice by any of the Members of the Company shall not invalidate the proceedings of any General Meeting.

39. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him shall not be entitled to have a notice served on him.

## WINDING UP.

40. On a winding up of the Company any assets remaining after payment or satisfaction of outside debts and liabilities of the Company, and the costs of winding up, shall be applied (1) in paying back to the Members of the Company the amount of their paid up Capital in the order (if any) prescribed by the Company's Memorandum and Articles and (2) subject thereto shall be distributed among the Members in proportion to the nominal amount of the Capital held by them respectively. If the assets shall be insufficient to repay the paid up Capital in full the loss shall be borne by the Members in proportion to the nominal Capital held by them respectively.

41. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator 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 Liquidator with the like sanction, shall think fit. Provided that no contributory shall be compelled to accept any Share which is not fully paid up.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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William Thompson  
 Physicist London Rd Carl  
 Boot & Shoe Manufacture

D. L. Bailey  
 "Gayholme"  
 Harboro' Rd, Cadby.  
 Secretary.

W. L. A. Stevenson

Denizes  
 Welford Rd  
 Secrister

Manager

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Dated this 15<sup>th</sup> day of January, 1936.

Witness to the above Signatures :-

Arthur E. Porter  
 Clerk to Herbert Simpson Son & Bennett  
 Solicitors  
 Leicester

DUPLICATE FOR THE FILE.

No. 339520



# Certificate of Incorporation

I Hereby Certify,

That

STEVENSON BROS. (OADBY) LIMITED

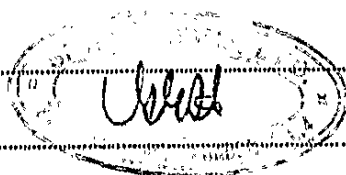
is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this twentieth day of January One

Thousand Nine Hundred and thirty-six.

Registrar of Companies.

Certificate )  
received by )



Date

20-1-36