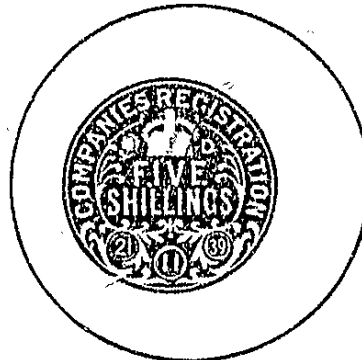


THE COMPANIES ACT, 1929.

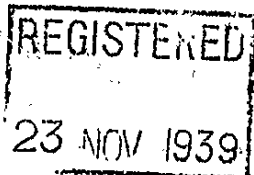


A 5s.
Companies
Registration
Fees Stamp
to be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

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

Pursuant to Section 15(2).



Name of
Company

D Stansfield Limited.

Presented by

Boys



PUBLISHED AND SOLD BY

WITHERBY & CO. LTD.,

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HOLBORN 0091 & Little.

2078

I, Dennis Stanfield
of 7, Auburn Grove,
Blackpool,
Lancs

Do solemnly and sincerely declare that I am (a) a
person named in the
Articles of Association as
a director

of D Stanfield

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 Blackpool in the
county of Lancaster

the 18th day of November
one thousand nine hundred and thirty-nine
before me.

[Signature]
(^b) A Commissioner for Oaths.

D Stanfield

No. of Company..... 357325

Form No. 25.

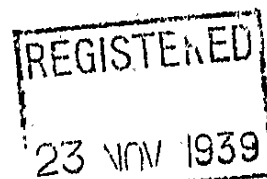


D. Stansfield

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920 and Section 41 of the Finance Act, 1933.

(NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.—Section 41, Finance Act, 1933.)



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

Presented by

boys

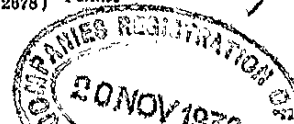


mf

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320, HIGH HOLBORN, W.C.1
HOLBORN 0091 } 4 Lines
2373



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

The NOMINAL CAPITAL of the

D. Stansfield

Company, Limited,

is £ *5000* divided into *5000* shares of £ *1*

each.

Signature.....

D. Stansfield

Description.....

Director

Date.....

17th November 1939.



357825

THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
D. STANSFIELD LIMITED.



1. The name of the Company is "D. STANSFIELD LIMITED".

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

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

- (A) To acquire and take over as a going concern the business of a Manufacturing Joiner and Timber Merchant now carried on by Dennis Stansfield at Clifton Road, Marton, Blackpool and/or all or any of the assets and liabilities of the said business and with a view thereto to enter into and carry into effect with or without modification an agreement already prepared and proposed to be made between the said Dennis Stansfield of the one part and the Company of the other part a copy whereof has for purposes of identification been signed by the signatories hereto.
- (B) To carry on the business and trade of Manufacturing Joiners, Timber and Plywood Merchants and Importers, Saw Mill Proprietors and Sawyers, Carpenters, Joiners and Wood Workers, Funeral Undertakers, Shop Fitters, Shop Front Constructors, French Polishers, Builders and Contractors, Government or Public Works Contractors, Engineers, General Contractors,



Builders' Merchants, Property Repairers and Jobbers, Sanitary, Gas and Hot Water Engineers, Plumbers, Bricklayers, Metal Workers, Wood Paving and Flooring Manufacturers, Designers and Layers of Marble, Mosaic and Terazzo paving, Manufacturers of Artificial Stone and Reinforced Concrete, Erectors of Fireproof Constructions and General Concrete Workers, Paviers, Brick and Tile Manufacturers, Cement Merchants, Manufacturers of and Wholesale and Retail Dealers in Building Requisites of all kinds and in Sanitary Ware, Earthenware, Fireplaces, Chimney pieces, Grates, Stoves and Ironmongery and Hardware of every description, Manufacturers of, Agents for and Dealers in Wood Working and other Plant and Machinery, Merchants and Dealers in Coal, Coke and every kind of natural or Artificial Fuel, House, Land and Estate Agents, Surveyors, Auctioneers, Valuers, Carters, Carmen, Carriers, Haulage Contractors, General Merchants, Traders, Warehousemen and Agents, and to Manufacture, buy, sell, repair and deal in Plant, Tools, Machinery and Implements of all kinds necessary or useful for the carrying on of any of the businesses of the Company, or likely to be required by any of the customers thereof.

- (C) To carry on any other manufacture business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property and for the above purposes to acquire by any means and carry on any existing business as a going concern.
- (D) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct, work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.

- (E) To purchase, apply for, or otherwise acquire, maintain, renew any patent or patent rights, licences, copyright options or other exclusive rights in relation to any invention or other work in any country whatsoever and/or to develop, finance and otherwise exploit the same and to expend moneys of the Company in testing, experimenting upon, or improving any such invention or work.
- (F) To purchase or otherwise acquire for cash, shares, debentures, or such other consideration as the Company may deem fit any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (G) To enter into agreements by way of amalgamation, partnership, sharing of profits or as to scope or area of operations restricting competition or mutual assistance or otherwise with any person firm company or group of persons firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.
- (H) To sell, exchange, let on lease or on hire or otherwise dispose of or grant any licence or privilege in respect of all or any part of the undertaking of the Company as a going concern or otherwise and/or any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other Company or otherwise.
- (I) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments with or without a floating or fixed charge on the undertaking or all or any of the assets of the Company including its uncalled capital and generally on such terms and conditions as to

redemption or otherwise as the Company may deem fitting, and to pay out of Capital and Debit to Capital Account the interest on any debentures or other obligations of the Company and to pay interest on the paid-up Share Capital of the Company and to charge the same to Capital as part of the cost of construction of any works constructed or carried out by the Company.

- (J) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.
- (K) To pay for any property acquired by or services rendered to the Company by the issue either as fully or partly paid up of shares (whether with preferential, ordinary or deferred rights or otherwise) stock, debentures or debenture stock of the Company.
- (L) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (M) To lend money or give credit to any persons, firms, companies or corporations, including customers and others and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.
- (N) To apply for or promote any Act of the Imperial Parliament or any Charter, provisional order or license or other privilege of or from the Imperial Government or any department thereof or any local authority or the legislature government or other authority of any British Dominion Colony or dependency or any foreign country or to oppose any act charter order or proceeding which the Company may deem prejudicial to its interests.
- (O) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of and in any Company or Corporation having objects similar

or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.

- (P) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same or to agree to any modifications thereof from time to time.
- (Q) To act as or to employ agents trustees or brokers, and to pay underwriting commission to or otherwise remunerate any such person, firm or Company by Shares or options to take Shares or by Debentures, Debenture Stock or other Securities.
- (R) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.
- (S) To pay any person or company for services rendered in disposing of any shares, stocks or debentures incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other country or place either within the British Empire or elsewhere.
- (T) To make donations to such persons and to subscribe to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past present or future employees of the Company or their dependents or connections; and to provide pensions and sick benefits and allowances for past and present employees of the Company and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1929 Section 45 Sub-Section 1.
- (U) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

- (V) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.
- (W) To pay all the costs and expenses of and preliminary and incidental to the promotion, formation and registration of the Company, whether prior to registration hereof or not.

4. The liability of the Members is limited. /

5. The share capital of the Company is £5,000 divided into 5,000 shares of £1 each with power to increase the same by the issue of new shares to such an amount as the Company may from time to time consider expedient. Any of the shares in the initial capital of the Company for the time being unissued and any new shares from time to time to be created, may from time to time be issued with any such guarantee, or any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privileges over any shares previously issued or then about to be issued or at such premium or with such deferred right as compared with any shares previously issued or then about to be issued and subject to any such conditions or provisions and with such right of voting or without any such right and generally on such terms as the Company may from time to time determine but so that the rights or privileges belonging to the holders of any shares issued with a preference or other special rights shall not be affected, modified or abrogated except with such sanction as is provided by the Articles of Association registered herewith.

we, the several persons whose names, addresses and descriptions 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>Dennis Stanfield</i> <i>7 Auburn Grove</i> <i>Blackpool.</i> <i>Manufacturing Joiner.</i>	<i>One</i>
<i>Clara Edith Stanfield.</i> <i>7 Auburn Grove.</i> <i>Blackpool.</i>	
<i>Married Women.</i>	<i>One</i>

DATED this *16* day of *November* 1939.

WITNESS to the above Signatures :-

(George R Lee) *George R Lee*
 Registered Accountant
 57 Princess St
 Manchester, 2.



301000

THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

Articles of Association
OF
D. STANSFIELD LIMITED.

REGISTERED
23 NOV 1939

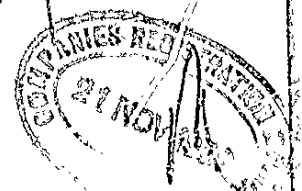
PRELIMINARY.

1. 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 so far as the same are not excluded or varied hereby. The Clauses of Table A numbered 64, 65, 66, 69, 72(b), 72(g), 73, 74, 82 and 101 shall not apply to the Company. The remaining clauses of Table A subject to any variations hereinafter referred to and the clauses hereinafter contained shall constitute the regulations of the Company.

2. The Company shall forthwith enter into and carry into effect the agreement referred to in Clause 3 (A) of the Memorandum of Association. Such agreement may be modified or altered either before or after execution.

3. The Company is a private Company and accordingly :-

- (A) The right to transfer shares in the Company shall be restricted as hereinafter provided.
- (B) The number of Members of the Company is limited to fifty 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. Provided that where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member.

- (C) The Company shall not issue any invitation to the public to subscribe for any of its shares or debentures.

4. It shall be lawful for the Company to pay any commission to any person for subscribing or agreeing to subscribe for or procuring or agreeing to procure subscriptions whether absolutely or conditionally for shares of the Company at any rate not exceeding 10 per cent of the price at which the said shares are issued.

5. The Company shall be entitled to treat the person whose name appears on the Register in respect of any shares as the absolute owner thereof and shall not be under any obligation to recognise any trust or equity or equitable claim or interest in such share whether or not the Company shall have express or implied notice thereof.

SHARES.

6. Subject as hereinafter provided 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 at such times as they may think fit.

7. The lien conferred by Clause 7 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or shall be one of several joint holders. Clause 7 of Table A shall be varied accordingly.

TRANSFER AND TRANSMISSION OF SHARES.

8. (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 fair value

to be ascertained in accordance with sub-clause (b) 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. The said transfer notice shall specify the number of Shares for sale or transfer, and the sum estimated by the selling Member to be the value of each of such Shares. The receipt by the Directors of the said transfer notice shall constitute an authority to them to offer the Shares for sale at a fair value ascertained as follows; viz:- The sum so estimated by the selling Member shall, if approved by the Directors be the fair value, but in the absence of such approval in order to prevent disputes arising, the fair value shall be the Auditors valuation of the current worth of the Company's Shares to be made by him in writing at the request of the Directors.

(c) When the fair value of the said Shares has been fixed under the provisions of Sub-clause (b) hereof, the Directors shall cause a notice to be sent to the selling Member informing him of the current value of his Shares, and shall also cause a notice to be sent to every other Member of the Company stating the number of Shares for sale and the fair value of such Shares, 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.

(d) 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.

(e) A transfer notice given under this Article shall not be revocable except with the consent of the Directors in writing.

(f) 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.

(g) 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.

GENERAL MEETINGS.

9. The Quorum for the transaction of business at any General Meeting shall be two members personally present and Clause 45 of Table A shall be varied accordingly.

VOTES OF MEMBERS.

10. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and holding or representing by proxy not less than one tenth of the issued Capital of the Company and Clause 50 of Table A shall be modified accordingly. Article 59 of Table A shall also be modified so that the words "a proxy need not be a Member of the Company" shall be omitted.

DIRECTORS.

11. The number of Directors of the Company shall not be more than five or less than one. And the following persons shall be the first Directors of the Company, namely :- Dennis Stansfield, Clara Edith Stansfield. The said Dennis Stansfield shall so long as he holds the Office of Director be the Governing Director of the Company and shall have power to manage and control the business of the Company and may exercise all such powers of the Company as are not required by Statute or by these Articles to be exercised by the Company in General Meeting including all powers by these presents conferred on the Directors of the Company and unless the contrary appears the expressions "Director" "Directors" or "Board of Directors" shall be construed accordingly.

12. Subject to the provisions of Article 72 of Table A the said Dennis Stansfield and Clara Edith Stansfield shall not be subject to retirement or removal under the provisions of Articles 68 and 73 to 80 inclusive of Table A.

13. The qualification as Director shall be the holding of at least One Share in the Company and the remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be treated as accruing from day to day.

14. A Director may contract with the Company and may be interested in any dealings or transactions with the Company and shall not be liable to account to the Company for any profits or benefit received by him from any contract entered into by him with the Company or from any dealings or transactions with the Company by reason of the existence of a fiduciary relationship between himself and

the Company provided that the following conditions are observed :-

- (A) Before any such contract dealing or transaction is entered into or so soon thereafter as he becomes interested therein the interested Director makes full disclosure to the Board of his interest therein and
- (B) The interested Director does not vote as a Director upon any question affecting or relating to any such contract dealing or transaction

Provided that the provisions of this Clause shall not extend to the agreement mentioned in Clause 3 (A) of the Memorandum of Association in relation to which any Director may vote as a Director nor to any contract to give security to any Director for advances made or proposed to be made or obligation undertaken or incurred or proposed so to be on behalf of or for the benefit of the Company or to the proposed allotment of shares or debentures or debenture stock to a Director in relation to which matters an interested Director shall be entitled to vote.

15. A Director may hold any other office or place of profit in the Company except that of Auditor upon such terms as may be arranged by the Board.

16. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors from time to time and unless so fixed shall be one.

17. A memorandum in writing signed by all the Directors for the time being of the Company shall have the same force and effect as a resolution of the Directors duly passed at a properly constituted meeting of the Board.

ALTERNATE DIRECTORS.

18. (A) Any Director may nominate any person and the Board shall appoint any person so nominated, whether or not he is a member of the Board, to

be alternate Director in the place of such Director, and such appointment shall have effect, and such appointee while he holds office as an alternate Director, shall be entitled to notice of Meetings of Directors, and in the absence of the Director nominating him, to attend and vote thereat accordingly, but he shall ipso facto vacate office if and when the Director nominating him vacates office as Director, or requests the Board to remove the alternate Director from office, and any nomination or request under this clause shall be by instrument in writing, addressed to the Company under the hand of the Director making the same.

(B) Any Member of the Board appointed as an alternate Director shall at any meeting of Directors which he attends while he holds office as an alternate Director be entitled to one vote in his own capacity as a Director and one further vote as such alternate Director.

(C) Every person acting as an alternate Director shall be deemed to be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director nominating him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate Director and the Director nominating him.

WINDING-UP.

19. In a winding up any part of the assets of the Company may with the sanction of an Extraordinary Resolution be divided among the contributories in specie or may be vested in trustees on such trusts for the benefit of the contributories as the liquidators may with the sanction think fit.

Names, Addresses and Descriptions of
Subscribers.

Dennis Stansfield
4 Auburn Grove
Blackpool.
Manufacturing Joiner.

Clara Edith Stansfield
4 Auburn Grove
Blackpool.
Married Women.

DATED this 16 day of November 1939.

WITNESS to the above Signatures :-

Guythorpe
Registered Accountant
57, Princess Street,
Manchester, 2.

DUPLICATE FOR THE FILE.

No.
357825



Certificate of Incorporation

I Hereby Certify, That

D. STANSFIELD LIMITED

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

Given under my hand at London this twenty-third day of November One
Thousand Nine Hundred and thirty-nine.

Registrar of Companies.

Certificate
received by }

J. Amey for Arthur RCH
15 Nicholas Lane EC 4

Date 23 Nov 1939