

Number of
Company

258625

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.

LIVERPOOL CONTRACTORS



LIMITED.

Presented by

The Solicitors' Law Stationery Society Limited

22, Chancery Lane,

London, W.C.2.

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, 77 Colmore Row, Birmingham, 3, 19 & 21 North John Street, Liverpool, 2,
5 St. James's Square, Manchester, 2, and 157 Hope Street, Glasgow, O.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6c.

I, CHARLES JAMES MacMAHON

of 2, Onslow Road

Elm Park in the City of Liverpool

(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 Liverpool Contractors

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 Liverpool

the 30th day of December 1939.

Before me,

[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.

[Signature]

Number of
Company }

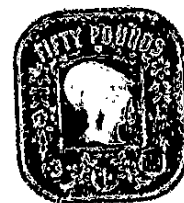
258625/2

A 12145

Form No. 25.

THE STAMP ACT 1891.

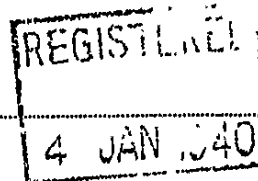
(54 & 55 VICT., CH. 39.)



COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

LIVERPOOL CONTRACTORS



LIMITED.

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.

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

Presented by

The Solicitors Law Stationery Society Ltd.,

22 Chancery Lane, W. C.2.

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, 2, 77 Colmore Row, Birmingham, 3,
157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6.

9247c.30-6-37

[See Back.]

THE NOMINAL CAPITAL

OF

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

LIVERPOOL CONTRACTORS, Limited,

is £9999 - - - - - , divided into 9999

Shares of One Pound each.

*Signature *J. J. J. J. J.*

Description Director

Dated the 28 day of December 1939..

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



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4 JAN 1940

The Companies Act 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

LIVERPOOL CONTRACTORS LIMITED.

1. The name of the Company is "LIVERPOOL CONTRACTORS 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 purchase and hold any lands or estates, houses, flats, buildings or other hereditaments wherever situate, or rights and interests therein or connected therewith, and to manage, sell, farm, leave or let the same or any part thereof for any period and at such rent and on such conditions as the Company shall think fit, and to acquire, create, rent, sell and deal in chief or ground rents, and to develop any lands or any part thereof as a building estate, to lay out and construct wholly or partially roads and streets thereon, to lay sewers and service pipes therein, and to sell, exchange, deal with or dispose of the whole or any part or parts of any land, buildings and property as and when and on such conditions as the Company shall think fit.

(B) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.



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(c) To carry on in any country or countries, place or places whatsoever all or any of the trades, businesses and operations, and all or any of the branches and processes of or connected with or incidental to the trades, businesses and operations of steel manufacturers, iron manufacturers, founders, smelters, forgers, tool makers, wire manufacturers, metallurgists and the manufacture of any article or things, either wholly or partially, made of any metal or metals or any combination thereof whatsoever.

(d) To carry on in any country or countries the business or businesses of manufacturers in any stage of and wholesale or retail dealers in, hirers, importers and exporters, distributors, warehousemen, repairers and storers of aeroplanes, balloons, parachutes, automobiles, motor cars, motor cycles, motor trucks, tractors, tanks and motor vehicles and appliances of all descriptions and component parts thereof and sundries and accessories thereto, aeroplanes, bicycles, velocipedes, carriages and vehicles of all kinds, whether moved by mechanical power or not, and all machinery, implements, utensils, appliances, apparatus, petrol, lubricants, cements, solutions, enamels, paint and all things capable of being used therewith or in the manufacture, maintenance and working thereof or in the construction of any track or surface adopted for the use thereof.

James
LL

(e) To carry on in any country or countries the trades or businesses of manufacturers in any stage of and dealers in explosives, ammunition and other explosive products and accessories of all kinds, and of whatsoever composition, and whether for military, mining or industrial purposes, or for any other purpose whatsoever, and dealers in and manufacturers in any stage of every sort of missile, arm and weapon for warlike or other purposes, manufacturers in any stage of, dealers in and agents for the sale and purchase of all kinds of rifles, guns, revolvers, pistols, and all other descriptions of arms, ammunition, explosives, cutlery and hardware manufactures in any stage of and dealers in munitions of any kind whatsoever.

(f) To carry on the business or businesses of builders, general building contractors, sawing, planing and moulding mill proprietors, timber and hardwood

merchants and brokers, wood turners, packing case makers, timber benders, timber growers, haulers and fellers, to work timber estates, to buy, sell, prepare for market, manipulate, import, export and deal in timber and wood of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used.

- (G) To carry on business as property repairers, bricklayers, plasterers, concreters, asphalters, slaters, plumbers, sanitariums, painters, decorators, sign-writers, paperhangers, gas, water and electric fitters and engineers, joiners, cabinet makers, office and shop fitters and demolition, public works excavation and constructional iron work contractors, builders' merchants, cartage and haulage contractors and dealers in stone, sand, lime, bricks, timber, hardware, cement, paints, varnishes, and any other building materials, furniture workers, manufacturers, importers, exporters, dealers and merchants in all lead, zinc, brass, gunmetal, copper, aluminium, alloy, steel, bronze and other building requisites, 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 the general business of the Company.
- (H) To construct, maintain, improve, develop, work, control and manage, either by the Company or other parties, any waterworks, gas works, reservoirs, sewers, roads, streets, tramways, electric power, heat and light supply works, brick kilns and works, telephone works, hotels, clubs, camps, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, buildings, houses, flats, shops, dairies, public or private air raid or other shelters, and other works and conveniences of any kind which the Company may deem directly or indirectly conducive to these objects, and to contribute to or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.
- (I) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.

- (J) 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 and subject to such rights, powers, privileges and conditions 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.
- (K) To advance and lend money to builders, tenants and others who may be willing to build on or improve any land or buildings in which the Company is interested, and generally to advance money to such persons and on such terms as may be arranged.
- (L) To grant provisions, allowances, gratuities and bonuses to the persons employed by or trading with the Company, and to establish and support or to aid in the establishment and support of schools, associations, and institutions calculated to benefit persons employed by the Company, or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent purposes, or for any exhibition, or for any public, general or useful objects.
- (M) To lend money to such persons and upon such terms as the Company shall think fit, and in particular to customers of and others having dealings with the Company, and to receive money on deposit at interest from persons in the employ of the Company and other persons.
- (N) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (O) To apply for, purchase or otherwise acquire, any patents, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive, or limited right to use or any secret or other information as to any invention which may

- seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (P) To promote any other company for the purposes of acquiring all or any part of the property and liabilities of this Company or of advancing directly or indirectly the objects or interests thereof, and to take or otherwise acquire and hold shares in any such company, and to guarantee the payment of any debentures or other securities issued by any such company.
 - (Q) To take or otherwise acquire or hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - (R) To enter into partnership or into any arrangements for sharing profits, union of interest, or co-operation with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock or securities in any such company.
 - (S) To sell or dispose of the 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.
 - (T) To amalgamate with any company having objects altogether or in part similar to those of this Company.
 - (U) To distribute any of the property of the Company among the members in specie, but so that no distribution amounting to a reduction of capital be made without the sanction of the Court if requisite.

- (v) To draw, make, accept, indorse, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable or transferable instruments.
- (w) To construct, maintain and alter any buildings or works or plant and machinery necessary or convenient for the purposes of the Company.
- (x) To invest the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (y) To guarantee the performance of contracts by members or customers of or persons having dealings with the Company.
- (z) To borrow or raise or secure the payment of money in such other manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, if any, and to redeem or pay off any such securities.
- (AA) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of or otherwise deal with all or any part of the property and rights of the Company.
- (BB) To remunerate the servants of the Company and others out of or in proportion to the returns and profits of the Company or otherwise as the Company may think fit.
- (CC) To remunerate any person 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 or other securities of the Company or in or about the formation or promotion of the Company, or the conduct of its business.
- (DD) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (EE) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose

which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (FF) To procure the Company to be registered or recognised in any foreign country or place.
- (GG) If thought fit, to obtain any Act of Parliament dissolving the Company and re-incorporating its members as a new company for any of the objects specified in this Memorandum, or for effecting any other modification in the Company's constitution.

And it is hereby declared that the word "Company" in this Memorandum (except where used in reference to this Company) shall be deemed to include any partnership or any body of persons, whether corporate or incorporate.

- 4. The liability of the members is limited.

5. ⁹⁹⁹⁹The share capital of the Company is ~~£25,000~~ ^{£15,000}, divided into ~~25,000~~ ^{15,000} shares of £1 each, with power to divide the shares in the capital for the time being into classes and attach to any class of capital any preferential, deferred, qualified or special rights, privileges and conditions, and to vary and alter such rights, privileges and conditions.

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 Ordinary
Shares taken
by each
Subscriber.

<p><i>John Wm. Mottley</i> <i>Givri House</i> <i>St Charles Street</i> <i>Birmingham</i> <i>Charles Thomas</i></p>	<p>One</p>
<p><i>Leslie Metcalf</i> <i>114, Delford Road</i> <i>Priest</i> <i>Birmingham</i> <i>Incorporated Accountant</i></p>	<p>One</p>

Dated this 28th day of December 1939.

Witness to the above Signatures—

R. M. Worsdale
66, Sampson Road
Sparkbrook
Birmingham 11
clerk



358625/4



The Companies Act 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

LIVERPOOL CONTRACTORS LIMITED.



PRELIMINARY.

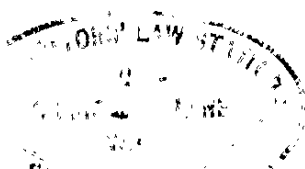
1. The Regulations contained in Table A in the First Schedule to the Companies Act 1929 (such Table being called "Table A") shall apply to the Company, save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 28, 39, 40, 54, 66, 69, 72, 82, 101, 104 and 107 shall not apply to this Company; but in lieu thereof and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

PRIVATE COMPANY.

2. The Company shall not offer any of its shares or debentures to the public for subscription.

3. The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) shall not at any time exceed fifty.

4. It shall be lawful for the Company to 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 to any amount not exceeding ten per cent. of the price at which the shares are issued.



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

CALLS ON SHARES.

6. The Directors may from time to time make calls upon the members in respect of all moneys unpaid on their shares, provided that no call shall exceed one-half of the nominal amount of the share, or be made payable within two months after the date when the last instalment of the last preceding call shall have been made payable; and each member, shall subject to receiving twenty-one days' notice at least, specifying the time and place for payment, pay the amount of calls so made to the persons and at the times and places appointed by the Directors.

7. A call may be made payable by instalments.

8. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

9. If the call payable in respect of any share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate, not exceeding Ten pounds per centum per annum as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

10. If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, every such amount or instalment shall be payable as if it were a call duly made by the Directors, and of which due notice had been given; and all the provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to such amount or instalments and the shares in respect of which they are payable.

11. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled or unpaid upon any shares held by him.

FORFEITURE OF SHARES.

12. When any shares shall have been forfeited an entry shall forthwith be made in the Register of Members of the Company stating the forfeiture and the date thereof, and so soon as the shares so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

13. The lien conferred by Clause 7 of Table A shall attach to fully paid shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

TRANSFER OF SHARES.

14. The Directors may, in their discretion, and without assigning any reason, refuse to register a transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership, and Clause 19 of Table A shall be modified accordingly.

15. A share may be transferred by a member or other person entitled to transfer, to any member selected by the transferor, but no share shall be transferred to a person who is not a member as 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 the fair value.

16. In order to ascertain whether any member or person selected as aforesaid is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member of the Company or person selected as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditor in accordance with these Articles. 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.

17. If the Company shall within the space of twenty-eight days after being served with such notice find a member or person 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.

18. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act 1889 shall not apply.

19. 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 to the purchasing member, and after his name has been entered in the Register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

20. If the Company shall not within the space of twenty-eight days after being served with a transfer notice, find a member 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 to transfer the shares, or those not placed, to any person and at any price.

BORROWING POWERS.

21. The Directors may at their discretion raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage, lien or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued capital, and may issue bonds, debentures or debenture stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the share capital of the Company for the time being issued or agreed to be issued.

22. The Register of Mortgages shall be open to inspection by any creditor or member of the Company without payment, and by any other person on payment of the sum of One Shilling for each inspection.

23. A register of the holders of the debentures of the Company shall be kept at the registered office of the Company, and shall be open to the inspection of the registered holder of any such debentures and of any holder of shares in the Company at any time, subject to such restrictions as the Company may in General Meeting impose. The Directors may close the said register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

24. Any debentures, bonds or other securities may be issued at a discount or otherwise.

GENERAL MEETING.

25. The Annual General Meeting of the Company shall be held once in each year at such time and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened, to be held at any time during the next succeeding month, by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

26. Members personally present at a General Meeting of the Company shall be a quorum, and Article 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

27. A poll shall be taken whenever demanded by one member together holding or representing by proxy not less than one-tenth of the capital of the Company for the time being issued; and Clause 50 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

28. Upon a show of hands every member present in person shall have one vote only. Upon a poll every member present in person or by proxy shall have one vote for every share held by him, upon which there are no calls in arrear.

DIRECTORS.

29. The number of Directors shall not be less than one or more than five.

30. The first Directors of the Company shall be appointed in writing by the subscribers hereto.

Done
L.H.
31. The qualification of every Director shall be the holding in his own right and as sole holder, of shares of the Company to the nominal value of not less than £1. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company so many shares as shall be necessary to make up with the shares (if any) which he then holds the amount of his said qualification and his name shall be entered in the Register of Members accordingly.

DISQUALIFICATION OF DIRECTORS.

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

- (A) If he become bankrupt or insolvent or compound with his creditors.
- (B) If he become of unsound mind or be found a lunatic.
- (C) If he be convicted of an indictable offence.
- (D) If he cease to hold the necessary qualification in shares or do not obtain the same within one month from the date of his appointment.
- (E) If he absent himself from the meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (F) If he give the Directors one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

33. A Director may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest.

MANAGING DIRECTORS.

34. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such time and at such remuneration (whether by way of salary or commission, or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding such office, be subject to retirement by rotation; or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be subject to determination *ipso facto* if he shall cease from any cause to be a Director, or if the Company in General Meeting shall resolve that his tenure of such office be determined.

35. The Directors may from time to time confer upon and entrust to the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money, or issue debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked or varied.

NOTICES

36. 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 receive any notices from the Company.

WINDING UP.

37. With the sanction of an Extraordinary Resolution of the shareholders, any part of the assets of the Company, including any shares in other companies, may be divided between the members of the Company in specie, or may be vested in trustees for the benefit of such members, and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any shares whereon there is any liability.

38. The assets of the Company available for distribution among the members shall be applied—First, in repaying to the holders of preference shares (if any) the amounts paid up or credited as paid up on such preference shares respectively; Secondly, in repaying to the holders of ordinary shares the amounts paid up or credited as paid up on such ordinary shares respectively; and the balance (if any) shall be distributed among all the holders of shares in the Company in proportion to the number of shares held by them respectively.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

John Warr Murray

'Gini' House

St Charles Street

Birmingham

Chartered Accountant

Leslie Metcalf

114 Welford Road

Stivley

Birmingham

Incorporated Accountant.

Dated the 28th day of December, 1939.

Witness to the above Signatures:--

R. M. Worsdale

66 Sampson Road

Spaulbrook

Birmingham 11

clerk

No.

358625



Certificate of Incorporation

I Hereby Certify,

That

LIVERPOOL CONTRACTORS LIMITED

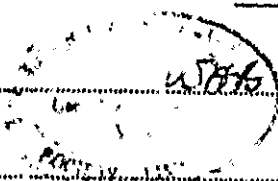
is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this fourth day of January Or

Thousand Nine Hundred and forty.

Registrar of Companies

Certificate
received by



Date 5-1-40.