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NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

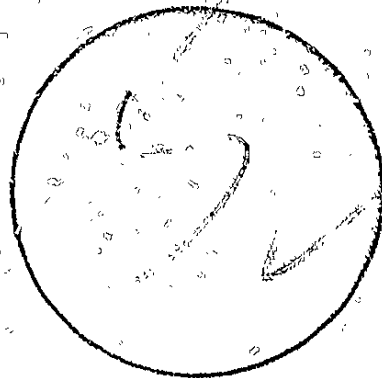
This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.

THE COMPANIES ACT, 1929.



A 1/2
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.**

REGISTERED

22 MAR 1931

Pursuant to Section 15 (2).

Name
of
Company

Wittington Investments

Limited

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

London Wall, London, E.C.2, Birchin Lane, London, E.C.3,

Parliament Street, London, S.W.1; and 8, Newhall Street, Birmingham, 3.

and by



I, ROY PINSENT

of 6 Bennett's Hill in the City of Birmingham

(a) "A Solicitor of
the Supreme Court (or
"in Scotland a Chartered
"Law Agent)" engaged
"in the formation,"
or
"A Person named in
"the Articles of Asso-
"ciation as a Director
"or Secretary."

Do solemnly and sincerely declare that I am a Solicitor
of the Supreme Court engaged in the formation

of Wittington Investments

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 6 Bennett's Hill in the
City of Birmingham

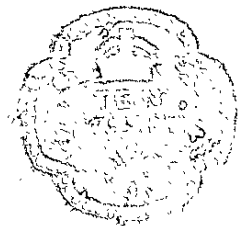
the 18th. day of March

one thousand nine hundred and forty one

Before me,

Roy Pinsent

388654
E Company.



WITTINGTON INVESTMENTS

LIMITED.

REGISTERED

22 MAR 1941

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp
1891. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for
£100 or fraction of £100—Section 41, Finance Act, 1938.)

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

PUBLISHED AND SOLD BY

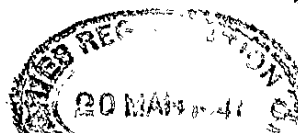
WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

London Wall, London, E.C.2, Birchington Lane, London, E.C.3,

Parliament Street, London, S.W.1; and 8, Newhall Street, Birmingham, 3.

1 by



THE NOMINAL CAPITAL of Distington Investments

Limited

is \$100, 0. 0. divided into 100 shares of \$1. 0. 0. each

Signature:

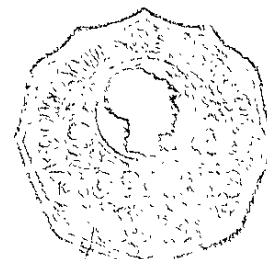
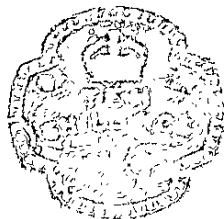
6 Bennett's Hill,
Birmingham,

Solicitors to the Company.

State whether Director, or Manager, or Secretary.

Date 18th. day of March 19 41.

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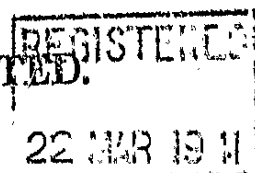
THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

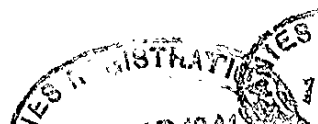
Memorandum of Association

— OF —

WITTINGTON INVESTMENTS LIMITED.



1. The name of the Company is "WITTINGTON INVESTMENTS 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 invest the capital and other moneys of the Company in the purchase or to lend the same upon security of shares stocks debentures debenture stocks bonds mortgages obligations and securities of any kind issued or guaranteed by any company corporation or undertaking formed to carry on all or any of the businesses specified in sub-clause (3) hereof.
 - (2) (a) To undertake and carry on the business of an investment lending and agency company and to exercise as principal or as trustee or agent for any person or persons all or any of the objects hereby authorised.
 - (b) To invest the capital and other moneys of the Company in the purchase or to lend the same upon



security of shares stocks debentures debenture stocks bonds mortgages obligations and securities of any kind issued or guaranteed by any company corporation or undertaking of whatever nature constituted or carrying on business in Great Britain or in any colony or dependency or possession thereof or in the United States of America Or in any other foreign country or state and of debentures debenture stocks bonds obligations and other securities issued or guaranteed by any government sovereign ruler commissioners public body or authority supreme municipal local or otherwise whether at home or abroad.

- (c) To acquire any such shares stocks and others before mentioned by subscription syndicate participation tender purchase exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (d) To sell exchange or otherwise dispose of deal with or turn to account any of the shares stocks and others acquired or agreed to be acquired and generally to vary the securities and investments of the Company from time to time provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers or dealers of any kind.
 - (e) Generally to carry out all such operations and transactions (except the issuing of policies of assurance) as an individual capitalist may lawfully undertake and carry out.
- (3) To carry on either directly or by means of subsidiary companies in any part of the world all or any of the following trades or businesses namely:—
- (a) Wholesale and retail biscuit and bread manufacturers manufacturers or producers of and wholesale or retail dealers in foodstuffs and provisions (whether solid or liquid) of every kind and description and in particular but without limiting the

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generality of the foregoing the businesses of confectioners grocers bakers general provision merchants manufacturers of and dealers in other farinaceous foods and products tea coffee and other provisions medicines and medicinal products.

- (b) The establishment of tea rooms restaurants and refreshment depots for the sale of bread biscuits and other farinaceous foods and products tea coffee and other provisions and the carrying on there of the business of refreshment house keepers and contractors licensed victuallers wine and spirit merchants importers and brokers of food produce medicines and medicinal products of every kind and description.
 - (c) Farmers graziers flour and corn merchants millers bakers cow keepers dairymen tea and coffee planters cocoa growers timber growers ranch owners market gardeners wharfingers ship owners and carmen by land or sea and any other business or undertaking which is connected with the preparation manipulation and distribution of cereal food food-stuffs food and consumable articles.
 - (d) The manufacture purchase adoption preparation use letting or hiring of or otherwise dealing in any materials plant apparatus ovens engines machinery appliances articles or things connected with the preparation and manipulation of cereals food-stuffs foods medicines and medicinal products and any business or businesses that may be therefore involved.
 - (e) To carry on the business of a co-operative store in all its branches and in particular to buy sell manufacture and deal in goods stores consumable articles medicines medicinal products chattels and effects of all kinds both wholesale and retail and to transact every kind of agency business.
- (4) To purchase or by other means acquire any freehold leasehold or other property for any estate or interest

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whatever and any rights privileges or easements over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.

- (5) To build construct maintain alter enlarge pull down and remove or replace any buildings factories mills offices works wharves roads railways tramways machinery engines walls fences banks dams sluices or watercourses and to clear sites for the same or to join with any person firm or company in doing any of the things aforesaid and to work manage and control the same or join with others in so doing.
- (6) To acquire construct manufacture maintain use and work railways tramways engines plant apparatus and material rolling stock wagons carriages motors lorries and appliances of all kinds ships barges boats and vessels of all kinds and to hire sell or otherwise deal with or dispose of the same.
- (7) To carry on in addition to the said trades and businesses any other trade business or employment manufacturing or otherwise which may seem to the Company capable of being conveniently carried on either in connection with or in addition to any business hereby authorised or otherwise calculated directly or indirectly to enhance the value of or render profitable any of the Company's property rights or business for the time being.
- (8) To carry on any business or branch of a business which this Company is authorised to carry on by means of or through the agency of any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any branch or business so carried on or for financing any such subsidiary company or a company which is directly or indirectly controlled by this Company or in which this Company holds a substantial interest or guaranteeing its liabilities or to make any other arrangement which may seem desirable with reference to any business or branch so carried on

including power at any time and either temporarily or permanently to close any such branch or business and to act as directors or managers of or to appoint directors or managers of any such subsidiary company or of any other company in which this Company is interested.

- (9) To carry on the business of manufacturers producers and importers of and dealers in any materials used or dealt in by the Company and any other business incidental to or arising out of or which can conveniently be carried on in conjunction with any of the businesses hereinbefore specified.
- (10) To apply for purchase or otherwise acquire any trade names or trade marks or any patents brevets d'invention licences registrations 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 or design 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 the Company and to use exercise develop grant licences in respect of or otherwise turn to account or profit the property rights or information so acquired and to expend money in experimenting upon and testing and improving or seeking to improve any patents inventions designs secret processes or rights which the Company may acquire or propose to acquire.
- (11) To purchase or otherwise acquire all or any part of the business or property of any person firm association or company carrying on or (in the case of a company) formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and as the consideration for the same to pay cash or to issue any shares stocks or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.
- (12) To enter into partnership or into any arrangement whether perpetual or terminable for sharing profits

union of interests joint-adventure reciprocal concession or co-operation with any person firm association or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction or course of action which may seem to the Company capable of being conducted so as directly or indirectly to benefit this Company or to prevent or minimise apprehended loss or damage or cost to this Company or to any such company as aforesaid and to purchase subscribe for or otherwise acquire and hold shares (fully or partly paid up) or stock in or securities of or to lend money to guarantee the contracts engagements and obligations of subsidise or otherwise assist any such person firm association or company and to sell hold re-issue with or without guarantee or otherwise deal with such shares stock or securities.

- (13) To establish maintain develop extend subscribe to or subsidise any association institution or fund which may seem directly or indirectly conducive to the protection of the Company or the furtherance of its interests.
- (14) To establish and support or to aid in the establishment and support of associations institutions or funds calculated to benefit employees or ex-employees including Directors other than ordinary Directors of the Company or its predecessors in business or the relatives or dependents of such persons and to grant gratuities pensions or allowances to such persons their wives widows relatives or dependents and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any purpose which may seem likely whether directly or indirectly to promote the development of the business of the Company or to prevent its contraction or for any public general or useful object.
- (15) To sell exchange let develop dispose of or otherwise deal with the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit.
- (16) To sell improve manage develop exchange mortgage let on rent or in consideration of a share of profits (either

in money or kind) or otherwise grant licences easements and other rights in and over and in any manner dispose of turn to profit or deal with all or any part of the property and rights of the Company.

- (17) To accept in consideration for the undertaking of the Company or for any property or rights sold let or disposed of or any service rendered or to purchase subscribe for or otherwise acquire and to hold the perpetual or redeemable debentures or debenture stock or obligations or the shares (fully or partly paid up) or stock of any company in the United Kingdom or elsewhere.
- (18) To promote or form or join in promoting or forming at home or abroad any other company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or in which this Company is interested or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay the costs charges and expenses preliminary or incidental to the promotion formation establishment registration and advertising of any company formed for any purpose or carrying on any undertaking in which this Company is directly or indirectly interested and the issue of its capital or securities and to guarantee the payment of any debentures debenture stock or other securities issued by any such company and the interest thereon and the payment of interest or dividends upon the stock or shares of any such company.
- (19) To receive money on deposit or otherwise to lend money with or without security to such persons and generally on such terms as may seem expedient and in particular to tenants and customers of and other persons having dealings with the Company and to guarantee the performance of contracts by any third persons or companies or the discharge of obligations or engagements of any kind by them.
- (20) To apply for and promote any Provisional Order or Act of Parliament for extending the powers of the Company or for enabling the Company to carry any of its objects into effect or for effecting any modification

of the Company's constitution and to oppose and resist and to contribute to the costs of opposing any Bill in Parliament or any proceedings applications agitation or movement which may seem directly or indirectly adverse to the Company's interests.

- (21) To enter into any arrangements with any government or authority supreme municipal local or otherwise or with railway companies canal companies shipping companies dock companies commissioners carriers and other persons corporations or companies in any part of the world which may seem conducive to the Company's objects or any of them and to obtain from any such government or authority or any such railway or other company person or corporation any rights privileges and concessions which may seem conducive to the Company's objects or any of them and to carry out exercise and comply with any such arrangements rights privileges and concessions.
- (22) To register the Company or constitute or incorporate it as an anonymous or other society or to procure it to be recognised in any foreign country or place.
- (23) To raise or borrow money and to secure the payment of any such moneys and interest thereon or the carrying out fulfilment or discharge of any contracts engagements obligations or liabilities of the Company of any kind whatsoever (including guarantees for the discharge of any contracts or engagements of any third party) in such manner and on such terms as may seem expedient and for such purposes or any of them or any other purpose to issue debentures or debenture stock whether perpetual or otherwise and charged or not charged upon the whole or any part of the undertaking property and rights of the Company both present and future including its uncalled capital and to redeem or contract to redeem any such debentures or debenture stock or other security or obligation of the Company either at a premium or otherwise.
- (24) To draw make accept indorse discount execute and issue bills of exchange promissory notes debentures bills of lading charter parties warrants policies and

other negotiable or transferable instruments or securities and to buy sell or otherwise deal in the same.

- (25) To remunerate (by cash or other assets or by the allotment of fully or partly paid shares or in any other manner) any persons firms associations or companies for services rendered or to be rendered in acting as trustees for debenture holders or debenture stock holders of the Company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional for any shares debentures debenture stock or other securities of the Company or of any company promoted by this Company or for services rendered in or about the formation or promotion of the Company or any company promoted by this Company or in introducing any property or business to the Company or in or about the conduct of the business of this Company or for guaranteeing payment of such debentures debenture stock or other securities and any interest thereon.
- (26) To distribute any of the property of the Company among the Members in specie and either by way of dividends or upon any return of capital.
- (27) To pay out of the funds of the Company all costs charges and expenses preliminary and incidental to the promotion formation establishment registration and advertising of the Company and the issue of its capital.
- (28) To do all or any of the above things in any part of the world and either as principals agents trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents sub-contractors trustees or otherwise.
- (29) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

Provided always that nothing herein contained shall empower the Company to carry on the business of life assurance accident assurance fire assurance employers' liability assurance industrial assurance motor assurance, or any business of insurance or

re-insurance within the meaning of the Assurance Companies Act 1909 or any Act amending, extending or re-enacting the same.

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 the different paragraphs of this clause shall except where otherwise expressed in such paragraphs be in no wise limited by reference to or inference from 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 £100 divided into 100 shares of £1 each with power to increase and with power to divide the original or any new capital into shares of different classes which may from time to time be issued or held with any preferences priorities or special or qualified or restricted rights in the payment of dividends or in the distribution of assets or otherwise as compared with other shares whether preference ordinary or deferred and whether then already issued or not or as shares ranking equally with any other such shares or as deferred shares or with a special right of or restriction whether absolute or partial against voting and to vary the regulations of the Company from time to time so far as necessary to give effect to any such preference or priority or special qualified or restricted rights as well as in any other particulars and upon the sub-division of a share to apportion the right to participate in profits or in the distribution of assets or the right to vote in any manner as between the shares resulting from any such sub-division and to give to any one or more of such shares any preferences priorities or advantages with regard to dividends in the distribution of assets as to rights of voting or in any other respect over the other or others of them.

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.

Henry Charles Chambers
23 Blakesley Road
Yardley
Birmingham
Solicitor Managing Clerk

One

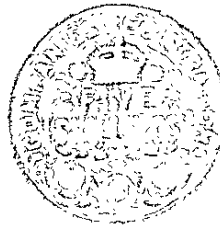
Arthur James Corbett
25 Oakfield Road,
Selly Park,
Birmingham 29.
Solicitors' Clerk

One

DATED the 18th day of March, 1941.

WITNESS to the above signatures:—

Perival Wall
6 Bennett Hill
Birmingham
Clerks.



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

WITTINGTON INVESTMENTS LIMITED.

1. Subject as hereinafter provided the provisions of Table "A" in the First Schedule to the Companies Act 1929 shall apply to the Company but in case of any inconsistency between the provisions of such Table and those hereinafter contained the latter shall prevail. The provisions of Articles 2, 7, 36, 39, 42, 44, 54, 64, 65, 66, 69, 72, 82, 101, 104 and 107 of the said Table "A" shall not apply to the Company.

REGISTERED OFFICE.

2. The registered office of the Company shall be at such place as the Directors may from time to time appoint. The Directors may also establish branch offices at such places as they from time to time deem necessary for the efficient carrying on of the Company's business.

COMPANY TO BE A "PRIVATE" ONE.

3. The Company is intended to be and shall be a private company within the meaning of the Companies Act 1929 and accordingly:—

- (a) The right to transfer shares in the Company shall be restricted as hereinafter provided.



(b) 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 termination of such employment to be Members of the Company) shall at any time not exceed fifty.

(c) Neither the Company nor any other person or company shall issue any invitation to the public to subscribe for any shares or debentures of the Company.

BUSINESS.

4. The Company acting by the Directors may exercise all or any of the powers of Sections 32 and 103 of the Companies Act 1929.

SHARES.

5. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided by Article 3 of the said Table "A") (a) Any share in any increased capital may be issued with such preferred deferred or other special rights or subject to such restrictions whether in regard to dividend return of capital voting or otherwise as the Company may from time to time in General Meeting determine and (b) Subject to the provisions of the Companies Act 1929 any Preference Shares may be issued on the terms that they are or at the option of the Company are to be liable to be redeemed.

6. The shares in the original capital and (subject as herein provided) all newly created shares shall be subject to the control of the Directors who may issue and allot the same to such persons on such terms and conditions as to payment by way of deposit instalment or calls or as to the amount ^{or} time of payment of calls and at such times as the Directors may think fit. The Directors may for valuable consideration enter into any agreement giving to any person any call or right of pre-emption in respect of or any option to take shares and may (subject to the provisions of any Act of Parliament for the time being in force) issue any shares as fully or partially paid up as the consideration or part of the consideration for any property acquired by or work or services done or rendered or to be done or rendered for or at the request of the Company and

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may issue any shares which may for the time being remain unallotted and also any forfeited or surrendered shares to such persons upon such terms in all respects and in such manner as they think fit.

7. Article 3 of Table "A" shall be varied by inserting in the second sentence thereof after the words "General Meetings" and before the word "shall" the words "including the provisions of Article 46".

8. The Company shall have a lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien if any on a share shall extend to all dividends payable thereon.

9. The Company shall not be obliged to recognise any partial equitable future or contingent interest in any share or any interest in respect of any share other than the interest of the registered holder thereof.

CALLS ON SHARES.

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

11. Article 11 of Table "A" shall be varied by adding at the end thereof the words "Provided that this Article shall not limit or affect any provisions to the contrary which may be made by the Directors on the issue of any shares."

12. The Company may exercise the powers conferred upon it by Section 43 of the Companies Act 1929 but so that the commission shall not exceed ten per cent. on the nominal amount of the shares

TRANSFER OF SHARES.

13. The Directors may without assigning any reason decline to register any transfer of shares to any person not approved by them. (This Article shall be in place of the first sentence of Article 19 of the said Table "A").

14. The Directors may in addition and without prejudice to the provisions of the last preceding Article decline to register the transfer of a share on any of the following grounds: --

- (a) That the transfer has not been effected according to the regulations of the Company or is contrary to any express agreement made on the issue of such share or any transfer thereof. Provided that this shall not oblige the Directors to take notice of any agreement they do not deem beneficial to the Company.
- (b) That the transferee is a person unable to pay calls or is a person whose interest in the business carried on by the Company or any business of the same or a like nature renders it undesirable in the opinion of the Directors that he should be a Member or is otherwise reasonably objectionable.
- (c) That the transferor is indebted or under any liability to the Company.
- (d) That the registration of the transfer would raise the number of Members of the Company above fifty.

Provided that the Directors shall not be required or bound to state the reason for any refusal.

15. When an instrument of transfer purporting to have been properly executed by the transferor shall have been left at the office of the Company and the Company shall have given to the person appearing by such document to be the transferor notice in manner prescribed by the regulations of the Company of receipt of such instrument of transfer the Company shall (notwithstanding that such instrument be afterwards discovered to be invalid or void) be entitled as against such last-mentioned person to treat such instrument as a valid transfer and shall not be liable to such person for any payment made or act done on the footing of such instrument being valid before notice of any invalidity therein.

ALTERATION OF CAPITAL.

16. All new shares to be issued by the Company shall be subject to the same provisions with reference to the payment of calls lien transfer transmission forfeiture and otherwise as the shares in the original capital. Provided that no shares shall be created or

issued so as to prejudice or adversely affect the rights or position of the holders of any class of shares except with the consent of the holders of shares of that class or of the requisite majority thereof expressed and obtained in manner specified in Article 3 of the said Table "A".

SURRENDER OF SHARES.

17. The Directors may accept a surrender of any share on such terms as they think fit provided that (except in accordance with the provisions of Section 45 of the Companies Act 1929) no part of the assets of the Company shall be employed in the purchase of or lent upon the security of the Company's own shares.

BORROWING OF MONEY.

18. The Directors may borrow or raise any money and incur liabilities to bankers and others in any manner and for any purpose authorised by the Memorandum of Association and may for the purpose of securing any money borrowed or raised by or on behalf of the Company or about so to be or any liabilities incurred or intended or expected to be incurred or which may be assumed by the Company or for any other purpose create and issue mortgages debentures debenture stock or other securities on all or any of the Company's undertaking property and assets (including unpaid calls and uncalled capital) either redeemable or perpetual and either at par or at a premium or discount and generally in such form and upon such terms in all respects as they may think fit and may redeem and contract to redeem any such securities either at par or at a premium.

19. No person lending money or giving credit to the Company shall be bound to enquire for what purpose it is required or whether the loan is within the borrowing powers of the Company.

20. The Directors may also issue or deposit any such debentures or debenture stock by way of collateral or contingent security for the payment of any debt or the discharge of any liability of the Company.

PROCEEDINGS AT GENERAL MEETINGS.

21. General Meetings of the Company shall be held at least once in each year at such time (not being more than fifteen months

after the holding of the last preceding General Meeting) and place as may be prescribed by the Directors.

22. All business shall be deemed special that is transacted at an Extraordinary Meeting and all that is transacted at an Ordinary Meeting with the exception of sanctioning a dividend the consideration of the accounts balance sheets and the ordinary report of the Directors and Auditors the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the Directors and Auditors and the report of the Directors shall be deemed notice of any special business mentioned or referred to therein.

23. At any General Meeting unless a poll is demanded by any person or persons present in person and entitled to vote a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

24. No poll shall be demanded on the appointment of a Chairman or on the question of adjournment.

25. Two Members present in person shall be a quorum at any General Meeting and Article 45 of Table "A" shall be modified accordingly.

26. For the purpose of Articles 23 and 25, a corporation represented by proxy under Article 59 of Table "A" or by a representative under Article 63 of Table "A" shall be deemed to be personally present.

27. Any person present in person and entitled to vote may demand a poll and Article 50 of Table "A" shall be modified accordingly.

28. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these presents on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a Member shall have one vote and on a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the holder.

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

30. Subject to the provisions of Section 117 (2) of the Companies Act 1929 relating to Special Resolutions, five clear days' notice in writing specifying the place the day and the hour of meeting and in case of special business the general nature of such business shall be given to such Members as are under the provisions herein contained entitled to receive notices of General Meetings from the Company but the accidental omission to give notice to any Member or the non-receipt of notice shall not invalidate the proceedings at any General Meeting.

31. With the consent in writing of all the Members for the time being a General Meeting may be convened on a shorter notice than five clear days and in any manner they think fit.

32. Subject to any statutory or other restrictions a resolution in the form of a memorandum signed by all the Shareholders who would have been entitled to vote thereon if submitted to a meeting shall be effective and binding as if so submitted and duly passed at such meeting.

33. In case of an equality of votes on a show of hands or on a poll at any General Meeting the Chairman shall be entitled to a second or casting vote.

DIRECTORS.

34. Until otherwise determined by the Company in General Meeting the number of Directors including Managing Directors shall not be more than six and until otherwise determined by the Directors whenever there shall be two or more Directors two Directors shall form a quorum. If and so long as there shall be only one Director such Director shall be entitled to exercise all the powers and functions of the Board of Directors.

35. It shall not be necessary for a Director to hold any qualification shares.

36. The first Directors shall be appointed by the subscribers to the Memorandum of Association by memorandum in writing.

37. The Directors may from time to time appoint any one or more persons (whether employed by the Company or not) to be a Director or Directors for such period at such remuneration either fixed or varying with profits or otherwise or partly by one method and partly by another and generally on such terms as they shall think fit including the terms that any such Director shall be entitled to such rights and powers only and be subject to such restrictions in all respects whether in relation to notice of or attendance at Directors' meetings and proceedings or any other matter whatsoever as shall be conferred upon him or arranged at the time of appointment or subsequently and as shall be defined either then or subsequently and upon the terms that any such Director may be distinguished from the other Directors by such distinctive title as the Board shall from time to time determine and such terms rights powers restrictions and title may be so defined either absolutely and in fixed terms or by reference to the discretion and decision from time to time of the Directors. Provided that the restrictions imposed pursuant to this Article upon any Director appointed thereunder shall not be such as to restrict or impede the exercise by him of the powers given to Directors by the Companies Act 1929 or the performance of his duties thereunder. Directors appointed under this Article shall not be counted for the purposes of Article 34 of these Articles.

38. A Director may with the approval of the Directors appoint any person to act as his alternate Director at any meeting of the Board at which such Director is not present and such appointment shall be effective and valid and such appointee whilst he holds office as an alternate Director shall be entitled to notice of meetings of the Directors and to attend thereat and vote accordingly but he shall not require any qualification and he shall *ipso facto* vacate office if and when the appointor vacates office as a Director or removes the appointee from office and any appointment and removal under this Article shall be effected by notice in writing under the hand of the Director making the same. Any remuneration of an alternate Director shall be provided by the Director by whom the alternate Director was appointed.

39. Any determination of the appointment of a Managing Director or Manager under the provisions of Article 68 of the said Table "A" shall be subject to and take effect only so far as consistent with the terms of any agreement made between him and the Company acting by the Directors.

40. The office of Director (including that of Managing Director unless the conditions of his appointment otherwise provide) shall be vacated:—

- (a) If he becomes bankrupt or compounds with his creditors.
- (b) If he is declared a lunatic or becomes of unsound mind.
- (c) If he shall resign his office except in the case of a Director who by the terms of his appointment or of any agreement with the Company is not entitled to resign.
- (d) If he be removed from office by the Company under the power conferred on the Company by Article 41.
- (e) If he becomes prohibited from being a Director by reason of any order made under Sections 217 or 275 of the Companies Act 1929.

41. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution appoint another person in his stead. Any person appointed under this Article shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

42. The Directors (other than any Managing or other Director for the time being in receipt of special remuneration) shall be entitled to receive such remuneration as the Company shall from time to time in General Meeting decide. All remuneration shall be deemed to accrue *de die in diem* and be apportioned and payable accordingly. The Directors shall be paid all their travelling and hotel and other expenses properly and necessarily expended by them in attending meetings of the Company or the Directors or any committee of Directors or otherwise in the conduct of the Company's business.

43. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the

Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid and the nature of his interest must be declared by him at the meeting of the Board at which the question of entering into the 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 Board held after he became so interested and in a case where the Director becomes interested in a contract or arrangement after it is made such declaration shall be made at the first meeting of the Board held after he becomes so interested. Provided always that such prohibition against voting shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or in respect of advances made by them or any of them to or obligations undertaken by them or any of them for the benefit of the Company or to any contract or dealing with a corporation of which the Directors of this Company or any of them may be directors or members or holders of debentures or debenture stock or to any resolution to allot shares or obligations to any Director of the Company or to pay to him a commission in respect of the subscription thereof and it may be at any time or times suspended or relaxed to any extent by a General Meeting. A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of the notice be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company.

44. A Director may hold any other office or place of profit other than that of Auditor in the Company in conjunction with his directorship and may be appointed thereto upon such terms as to remuneration tenure of office and otherwise as may be arranged by the Directors.

PROCEEDINGS OF DIRECTORS.

45. No act matter or thing within the power of the Company in General Meeting done by the Directors or done by any Director

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or Committee and adopted by the Directors which shall afterwards receive the express or implied consent of the Company in General Meeting shall be afterwards impeached on any ground whatever.

46. The Directors may determine the mode and regulation of their own proceedings and appoint their own Chairman and give him such power as they think fit and determine the quorum for meetings of the Directors. The Chairman shall be entitled to a casting vote in any proceedings of the Directors.

47. Any Director duly authorised to act and acting alone and any Committee shall conform to any mode of proceedings and regulations which the Directors may make in that behalf and subject thereto may determine and regulate his or their own proceedings in the same manner as the Directors may do. The Chairman at any meeting of any Committee shall be entitled to a casting vote in any proceedings thereat.

48. The Directors shall keep proper minutes of their proceedings and all acts done in pursuance of anything appearing by such minutes to be resolved upon or authorised by the Directors shall be deemed to be acts of the Directors within the meaning of these regulations.

49. If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Directors may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration of the Directors.

50. A memorandum in writing signed by all the Directors shall be as valid and effectual as if a resolution to the like effect had been duly passed at a meeting of the Directors duly convened and held.

DIVIDENDS AND RESERVE FUND.

51. Such amount as the Directors shall think proper and adequate shall be provided and allowed for in the accounts of the Company for each year for depreciation of assets or for a sinking fund for future depreciation of wasting assets or loss on realisation or otherwise. The Directors shall also have power from time to time to take out and treat as available for payment of dividends all or

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any part of the reserve fund referred to in Article 23 of the said Table "A" which shall have been set aside out of profit. The balance of profit including any balance brought forward from any preceding year and any sum taken out of the reserve fund shall be available for payment of dividends

52. Any dividend or bonus may be paid or satisfied either wholly or partially in debentures or bonds of the Company or in shares of the Company credited as fully or partially paid up or by the distribution in specie of any property or assets of the Company and may be declared so as to be payable only at some future date or on the happening of some event either fixed or contingent in any respect and if at a future date either with or without interest being payable thereon in the meantime.

53. The Directors may deduct from the dividends payable to any Member all such sums of money as may be due from him from time to time to the Company on account of calls and interest thereon (if any) or otherwise.

54. All dividends shall belong and be paid to those Members who shall be on the register at the close of the transfer books immediately preceding the meeting at which such dividend shall be declared.

55. Dividends and bonuses unclaimed for three years and upwards may be forfeited for the benefit of the Company.

56. Any dividend or bonus properly payable may be paid or satisfied by cheque or warrant sent through the post to the registered address of the Member or in case of joint holders of that one whose name stands first on the Register in respect of the joint holders and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent and shall be sent at the risk of the Member to whom the dividend is payable.

CAPITALISATION OF PROFITS.

57. Subject to the payment of the cumulative dividend on any Cumulative Preference Shares a General Meeting may by Ordinary Resolution direct capitalisation of the whole or any part of the profits for the time being of the Company or the whole or any part of the reserve fund of the Company whether representing accumulations of profits of the Company or premiums received upon the

issue of shares debentures or debenture stock or any sum carried to reserve as a result of the sale or re-valuation of or other accretion to the goodwill or assets of the Company or any part thereof (1) By the distribution among the holders of the Ordinary Shares of paid up shares debentures or debenture stock bonds or other obligations of the Company or (2) By the crediting of any Ordinary Shares of the Company which have been issued and are not fully paid up in proportion to the amounts paid or credited as paid thereon respectively with the whole or any part of the sums remaining unpaid thereon to the extent of the sum so capitalised and the Directors shall give effect to such resolution and apply such portion of the profits or reserve fund as may be directed to be so capitalised for the purpose of making payment in full at par for the shares debentures or debenture stock ^{funds} ~~fund~~ or other obligations of the Company so distributed or (as the case may be) for the purpose of paying in whole or in part the amount remaining unpaid on such Ordinary Shares accordingly. Provided that no such distribution or payment shall be made unless recommended by the Directors and where any difficulty arises in regard to the distribution or payment the Directors may settle the same as they think expedient and in particular may issue fractional certificates and generally may make such arrangements for the acceptance allotment and sale of such shares debentures debenture stock bonds obligations and fractional certificates and otherwise as they may think fit. In cases where some of the Ordinary Shares of the Company are fully paid and others are partly paid only the capitalisation may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares the sum so applied in the payment up of such further shares and in the diminution or extinguishment of the liability on the partly paid shares shall be so applied *pro rata* in the proportion to the nominal amounts of the shares then already fully paid and the amount then already paid or credited as paid on the partly paid shares. When required a proper contract shall be filed in accordance with the provisions of the Companies Act 1929 and the Directors may appoint any person to sign such contract on behalf of Members participating in such distribution or whose shares shall be so credited as fully or partly paid and such appointment shall be effective and the contract may provide for the acceptance by such Members of the shares to be allotted to them respectively or (as the case may be) of the sums so credited as paid on the Ordinary Shares then already held by them

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respectively in satisfaction of their claims in respect of the sum so capitalised. This Article is subject to any special conditions which may be attached to any shares hereafter issued.

NOTICES.

58. A Member who shall not be described in the Register as having an address within the United Kingdom shall not be entitled to have any notice sent to him from the Company and the registered office of the Company shall be deemed the registered address of such Member for the purpose of formal notice and all proceedings taken without other notice to any such Member shall be as valid as if he had had due notice.

WINDING UP.

59. 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 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 as the Liquidator with the like sanction shall think fit.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Henry Charles Chambers
 23 Blakesley Road.
 Yardley
 Birmingham
 Solicitors Managing Clerk

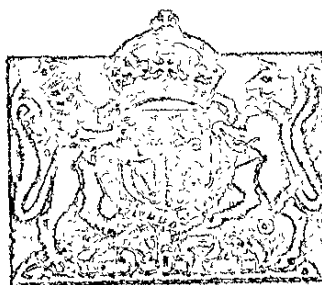
Arthur James Corbett
 25 Oakfield Road,
 Selly Park,
 Birmingham 29.
 Solicitors' Clerk.

DATED the 18th day of March, 1941.

WITNESS to the above signatures:—

Percival Wall
 6 Bennett's Hall.
 Birmingham
 Clerk.

No. 366854



Certificate of Incorporation

I Herely Certify,

That

STEELE & STEELE, INC. SEC. INTO. LIMITED

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

Given under my hand at ~~London~~^{London} this ~~twenty-second~~^{thirtieth} day of ~~March~~^{March} One
Thousand Nine Hundred and ~~forty-one~~^{thirty}.

Assistant Registrar of Companies.

Certificate
received by

Certificate received by W. K. Granger for Western Land & Lumber Ltd.
Blanchard Date 24-3-41.

Date 24-3-41