

446036

3. DEC 1928

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.

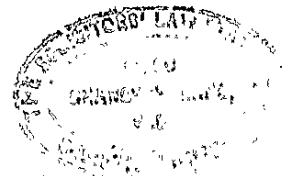
Pursuant to Section 15 (2).

Insert the
Name of the
Company.

Ashchurch Leas

LIMITED.

ted by



The Solicitors' Law Stationery Society, Limited.
22 Chancery Lane, W.C.2; 3 Old Jewry, E.C.2; 49 Bedford Row, W.C.1; 1 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
5 St. James's Square, Manchester, 2, and 157 Hope Street, Glasgow, G.2

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

Companies Form 6c.

I, Harry Hand Miskin
of Prescent Place Cheltenham

Do solemnly and sincerely declare that I am ^(a) a solicitor
of the Supreme Court engaged in
the formation

of Ashchurch Seals

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 Cheltenham in
the County of Gloucester

the 21st day of November 1947

H. H. Miskin

Before me,

Rupert R. Harris

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

NO DOC

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446036

Companies Act, 1929.



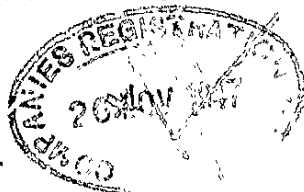
COMPANY LIMITED BY SHARES

Memorandum of Association

OF

ASHCHURCH SEALS LIMITED

1. The name of the Company is "ASHCHURCH SEALS 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 carry on the business of manufacturing and marketing rubber and synthetic rubber seals and whether wholesale or retail, and any other business whatsoever, which can, in the opinion of the Board, be conveniently carried on by the Company.



200000

4

- (b) To purchase or otherwise acquire letters patent brevets d'invention concessions licences inventions rights and privileges subject to royalties or otherwise and whether exclusive or non-exclusive or limited or any part interest in any of the foregoing whether in the United Kingdom or in any other part of the world and to sell let or grant any of the foregoing or any interest in the same.
- (c) To register any patent or patents for any invention or inventions or obtain exclusive or other privileges in respect of the same in any part of the world and to apply for exercise use or otherwise deal with or turn to account any patent rights brevets d'invention concessions monopolies or other rights or privileges Acts of Parliament or provisional orders in any part of the world.
- (d) To exploit explore experiment and generally deal with any invention in which the Company may be interested.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To purchase, sell or lease land and mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company.

- (h) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to establish and support, or to aid in the establishment and support, of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.
- (i) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company, or to promote any company or companies for the above purpose.
- (j) To amalgamate with any other company whose objects are or include objects similar to those of this Company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership or any arrangement of the nature of partnership, or in any other manner.
- (k) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each with such rights as are defined by the Articles of Association registered herewith, subject however to the right and power to modify or vary the same contained in Regulation 3 of Table A in the First Schedule to the Companies Act, 1929.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Description of Subscribers	No. of Shares taken by each Subscriber.
<i>George Herbert Dowty</i> <i>Artic Court,</i> <i>Cheltenham, Gloucestershire,</i> <i>Company, Director</i>	<i>One</i>
<i>- Reginald William Sutton</i> <i>The Weatherstone,</i> <i>Woodend Park Road,</i> <i>Cheltenham, Gloucestershire,</i> <i>Company, Director</i>	<i>One.</i>

Dated this *14th* day of *November* 1947.

Witness to the signatures of George Herbert Dowty and
Reginald William Sutton.

M. Skarr.
Southmead
8, Wood Rd. Cheltenham.
Secretary

446036

Companies Act, 1929.



COMPANY LIMITED BY SHARES.

REGISTERED
3 DEC 1947

Articles of Association

OF

ASHCHURCH SEALS LIMITED

PRELIMINARY.

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

2. Regulations 11, 19, 30, 31, 32, 33, 45, 47, 48, 50, 64, 66, 69, 72, 90 and 101 of Table A shall not apply to the Company, but the Regulations hereinafter contained, and the remaining Regulations of Table A as hereby modified, shall constitute the regulations of the Company.

PRIVATE COMPANY.

3. The Company is a "Private Company" within the meaning of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares debentures or debentures stock of the Company; (2) 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 be limited to fifty, provided that for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

SHARES.

4. The shares signed for in the Memorandum of Association shall be duly allotted. Subject thereto the shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to Regulation 3 hereof, and provided that, unless and until allowed by law, no shares shall be issued at a discount.

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

TRANSFER AND TRANSMISSION.

6. No share shall except with consent of the Directors be transferred to a person who is not a member, so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value and save as provided by Regulation 13 hereof.

7. Except where the transfer is made pursuant to Regulation 13 hereof, the person proposing to transfer any shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. 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. Upon receipt of a transfer notice the Company shall give notice thereof to all the Members of the Company (except the proposing transferor) and shall invite each Member to state in writing within 14 days whether and what maximum number of shares he is willing to purchase. Such notice by the Company shall specify the number of shares proposed to be sold and the price stated by the proposing transferor to be the fair value thereof and the right of the purchasing member to have such fair value fixed by the Auditor of the Company in manner provided by these Articles. Within the space of 28 days after service of the transfer notice the Directors shall allocate the said shares to or amongst the Member or Members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) as far as may be pro-rata

according to the number of shares already held by them respectively provided that no purchasing member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. If the allocation amongst Members willing to purchase in accordance with their holdings as aforesaid does not absorb the whole of the shares to which the transfer notice relates, any surplus available shall as far as may be, be allocated pro-rata according to their respective holdings amongst purchasing members who have notified maxima in excess of their allocation. A proposing transferor may stipulate in his transfer notice that unless all his shares are sold, none shall be sold, when effect shall be given to such stipulation.

8. If the Company shall, within the space of 28 days after being served with a transfer notice, find a member (or person selected as aforesaid) willing to purchase the shares (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 shares to the purchasing member.

9. 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.

10. If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the shares, 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 shares, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase 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.

11. If the Company shall not, within the space of 28 days after being served with the transfer notice find a member (or person selected as aforesaid) willing to purchase the shares and give notice in manner aforesaid the proposing transferor shall, at any time within three calendar months afterwards, be at liberty, subject to Regulation 3 hereof, to sell and transfer the shares (or those not placed) to any person and at any price.

12. Subject to the right of the Directors under Regulation 6 hereof to select the transferee, whether a member or otherwise, the Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer by notice given to the Company pursuant to Regulation 7 hereof shall

be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Subject as aforesaid, until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

13. Any share may be transferred by a member to any other member or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of a member, and any share of a deceased member may be transferred by his executors or administrators to any child or to her issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member to whom such deceased member may have specifically bequeathed the same, and shares standing in the names of the trustees of the will of or any settlement by any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement, and the restrictions of these Articles shall not apply to any transfer authorized by this Regulation.

14. The lien conferred by Regulation 7 of Table A shall attach to fully paid shares and accordingly in the said Regulation 7 the words "other than fully paid shares" shall stand deleted.

15. The Directors may refuse to register any transfer of a share (a) where the Company has a lien on the share or (b) where the Directors are of opinion that it is not desirable to admit the proposed transferee to membership (c) unless such fee not exceeding 2/6 as the Directors may from time to time determine is paid to the Company in respect thereof (d) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and shall refuse (e) where the transfer would involve a contravention of Regulation 3 hereof.

PROCEEDINGS AT GENERAL MEETINGS.

16. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided by or pursuant to the regulations of the Company, two members present personally or by proxy shall be a quorum.

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

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

VOTES OF MEMBERS.

19. An instrument appointing a proxy need not be in any special form but may be (*inter alia*) by a power of attorney which deals with other matters as well and may provide for the appointment of a second proxy in the alternative. There shall be deleted from Regulation 60 of Table A the words "not less than 48 hours."

DIRECTORS.

20. Unless and until determined by the Company in General Meeting the number of Directors shall not be less than two nor more than five. The first Directors of the Company shall be George Herbert Dowty and Reginald William Sutton.

POWERS AND DUTIES OF DIRECTORS.

21. The Directors from time to time, and at any time, may delegate to any Managing Director, Head Manager, Manager, Attorney or Agent any of the powers, authorities and discretions for the time being vested in the Directors, and any such appointment or delegation may be made in such terms and subject to such conditions as the Directors may think fit, and may include a power to sub-delegate, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation but no person dealing in good faith and with notice of such annulment or variation shall be affected thereby.

DISQUALIFICATION OF DIRECTORS.

22. The Office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director or
- (2) If he ceases to be a Director by virtue of Section 141 of the Act or
- (3) If he is absent from any cause from the meetings of the Directors during a continuous period of 9 months without special leave of absence from the other Directors, and they pass a resolution that he has by reason of such absence vacated office, or
- (4) If he is found lunatic or becomes of unsound mind, or
- (5) If he becomes prohibited from being a director by reason of any Order made under Sections 217 or 275 of the Act, or
- (6) If he becomes bankrupt.

23. No Director shall be disqualified by his office from contracting with the Company, either as vendor purchaser or otherwise, or from being interested in any contract or arrangement entered into by or on behalf of the Company, nor shall any such contract made by a Director with the Company, nor any such 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 profits realised by him from any such contract made by him with the Company or from any such contract or arrangement in which he shall be so interested by reason of such Director holding that office or the fiduciary relation thereby established, but it is declared that as regards such contract or arrangement in which he shall be so interested, the nature of his interest must be disclosed by him at the meeting of the Directors at which such contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. A Director may as a director vote in respect of any contract entered into by him with the Company and in respect of any contract which he shall make with the Company, and in respect of any contract or arrangement entered into by or on behalf of the Company in which he is interested and if he do so his vote shall be counted, and he may be reckoned for the purpose of constituting a quorum of Directors. A general notice to the Company that a Director is a member of any specified firm or company, and is to be regarded as interested in any subsequent transactions with such firm or company, shall be sufficient disclosure under this Regulation, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company. Without prejudice to the generality of the foregoing provisions of this Regulation, a Director

may hold any other office or place of profit in the Company (except that of Auditor) 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, and a Director of the Company may be or become a director of any company promoted by this Company or in which this Company may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as director or member of such company.

24. The Company may enter into agreement with any director for his whole or part time services at such remuneration (whether by fixed salary, commission or profits or howsoever otherwise) as the Directors may determine. A Director in receipt of any such remuneration shall not be entitled to participate in any remuneration voted to the Directors pursuant to Regulation 65 of Table A, unless the resolution voting the same specifically otherwise provides.

25. Every director and other officer of the company shall be entitled to have reimbursed to him out of the funds of the company all travelling and other expenses (including expenses of and incidental to journeying to and from Board Meetings or General Meetings) which he may from time to time incur in the discharge of his duties or which he may otherwise properly incur in or about the business of the Company.

DIVIDENDS.

26. The Directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the Company according to the estimate formed by them thereof.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

George Herbert Dowdy.
 Anti Slavery, Cheltenham, Glos.
 Company Director

Reginald William Sutton.
 The Weatherians,
 Moorend Park Road, Cheltenham
 Glos.
 Company Director

Dated this 14th day of November 1947.

Witness to the above signatures of George Herbert Dowdy and
 Reginald William Sutton

M. Sheen
 Southwood,
 8 Park Road Cheltenham
 Secretary

DUPLICATE FOR THE FILE

No. 446036



Certificate of Incorporation

I Hereby Certify, That

ASHCHURCH SEALS LIMITED

is this day Incorporated under the Companies Acts, 1929, and 1947, and that the Company is Limited.

Given under my hand at London this Third day of
December One Thousand Nine Hundred and Forty-seven.

Assistant Registrar of Companies.

Certificate
received by }

Date

3/12/47