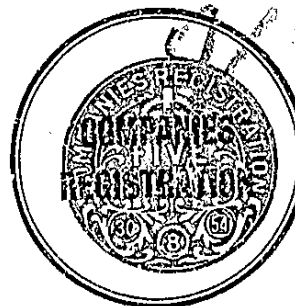


of
ny

537720

Form No. 41.

THE COMPANIES ACT 1948.



A 5s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

D. A. GREEN & SONS

LIMITED.

REGISTERED
3 - SEP 1954

Prepared by

THE SOLICITORS' LAW
STATIONERY SOCIETY.

LIMITED

AGENCY DEPT.
SALISBURY SQUARE HOUSE,
SALISBURY SQUARE,
FLEET STREET, E.C.4.

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, JOHN HARRY GREEN

of "HACKFORD HOUSE" HIGH ROAD, WHAPLODE in the County
of LINCOLN Engineer

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") "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 person named in
the Articles of Association as the Director of

of D. A. GREEN & SONS

Limited,

And that all the requirements of the Companies Act, 1948, 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.

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

Declared at HOLBEACH

the 24th day of August
one thousand nine hundred and fifty-
four

Before me,

Oliver Wiles

A Commissioner for Oaths [or Notary Public or
Justice of the Peace]

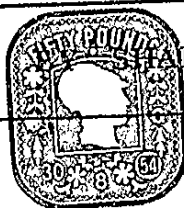
Number of } 537720
Company }

Form No. 25.

THE STAMP ACT 1891.

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

COMPANY LIMITED



Statement of the Nominal Capital

OF

D. A. GREEN & SONS

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 1938.

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,
LIMITED
AGENCY DEPT.
SALISBURY SQUARE HOUSE,
SALISBURY SQUARE,
FLEET STREET, E.C.4.

REGISTERED

3-SEP-1954

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

D. A. GREEN & SONS

Limited,

is £ 15000 .., divided into:

15000 Shares of ONE POUND each

~~Shares of~~ ~~each~~

*Signature

J. H. Green.

Description

Director.

Dated the 24th day of August 1954.

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

**This Statement should be signed by an Officer of the Company, or
by the Solicitor(s) engaged in the formation.*



The Companies Act 1948.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

D. A. GREEN & SONS LIMITED

1. The name of the Company is "D. A. GREEN & SONS LIMITED."

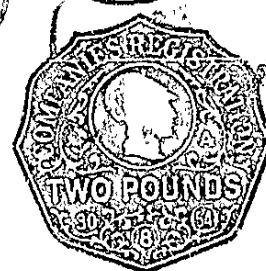
2. The registered office of the Company will be situate in England.

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

(A) To carry on all or any of the businesses of agricultural, motor and general engineers, and to manufacture, maintain, service, repair, buy, sell or let on hire agricultural machinery or implements and other machinery or tools of every description; automobile engineers, smiths, machinists, makers and repairers of motor vehicles, amphibious vehicles and vehicles suitable for propulsion on land, sea or in the air or any combination thereof, coach-builders, ironfounders, garage proprietors and of a service station for mechanical vehicles of all kinds, dealers in petrol, oil, tyres and motor accessories of all kinds, haulage contractors, and transporters of passengers, produce, goods, ware and merchandise by land, sea or air, builders, building contractors, shop-front fitters, painters, woodworkers, demolition contractors, iron and steel converters and contractors, electrical and constructional engineers and manufacturers of all kinds of electrical equipment and machinery.

(B) To enter into any contracts to and to erect, construct, maintain, repair, alter, pull down and restore works of all descriptions, including roads, bridges, warehouses, hangars, factories, offices, mills, engines, machinery and buildings of every description; to manufacture, buy, sell, and otherwise deal in builders' and engineers' materials, requisites, equipment and supplies of all kinds.

(C) To apply for and to purchase and acquire letters patent and similar privileges and concessions, both



British and foreign, for inventions or improvements in any invention which may be considered conducive to the attainment of any of the objects of the Company, or in any way connected therewith, or any interest in any such inventions or patents, or any licence or licences in connection therewith, and to finance inventors or alleged inventors for the purpose of enabling them to test or perfect their inventions.

- (D) To carry on 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 any of the above businesses or the general business of the Company.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (F) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to, or subsidise the erection, construction and maintenance of any of the above.
- (G) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (H) 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 or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (I) 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, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (J) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person, firm or Company whatsoever.
- (K) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (L) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (M) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (N) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (O) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (Q) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (R) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (S) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (T) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (U) 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.
- (V) 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.

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- (w) 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.
- (x) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £15,000, divided into 15,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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
Dorothy Almond Green. Hackford House High Road, Whapcode. Spalding Lines married Woman.	One
John Harry Green Hackford House, High Rd., Whapcode. Spalding Lines Engineer.	One.

Dated this 18th day of August 1954.

Witness to the above Signatures—

John George Smith,
 32. The Crescent,
 Spalding.
 Audit Clerk

537720



The Companies Act 1948.



COMPANY LIMITED BY SHARES.

Articles of Association

OF

D. A. GREEN & SONS LIMITED

RECEIVED

3 - SEP 1964

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.

2. Regulations 3, 5, 24, 53, 71, 75, 77, 79, 88, 96, 97 and 136 of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, Part I, and regulations 2 to 6 inclusive of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES.

3. The shares shall be at the disposal of the Directors, who may allot or otherwise dispose of them, subject to regulation 2 of Table A, Part II, and to the provisions of the next following Article, to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount, except as provided by section 57 of the Act. No share or debenture shall be knowingly issued or transferred to or held by any person or corporate body, nor shall any person or corporate body knowingly have or acquire any interest in any share or debenture, in any circumstances in which the Company would by reason thereof lose its status as an exempt Private Company.

4. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and not allotted pursuant to the provisions of Article 3 and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner

as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

5. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN.

6. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER OF SHARES.

7. Shares may be transferred by a member, or other person entitled to transfer, to any other member; but save as provided by Article 10 hereof, no transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Directors who may, without assigning any reason, decline to give any such sanction.

8. (A) Except where the transfer is made pursuant to Article 8 or 10 hereof, any member or any other person entitled to transfer who is desirous of selling any share or shares, shall give notice in writing (hereinafter called "the transfer notice") to the Directors that he desires to transfer the same. The transfer notice shall not be revocable except with the sanction of the Directors and such notice shall constitute the Company the agent for the transferor for the sale of the share or shares at a fair value to be in the first place decided by the proposing transferor.

(B) In case any difference shall arise between the proposing transferor and the Directors as to the fair value of a share, the fair value shall be such sum as the Auditor for the time being of the Company, or such member of the Institute of Chartered Accountants in England and Wales, or of the Society of Incorporated Accountants and Auditors as the Auditor may for this purpose appoint, shall certify in writing as in his opinion is the fair value of a share, and the Auditor shall be bound to certify on the application of any proposing transferor or the Directors and in so certifying the Auditor or the person appointed by him shall be deemed to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act 1950 shall not apply.

(C) If the Directors shall, within the period of two calendar months after being served with the transfer notice, find a member or members (or other person selected by the Directors for admission to membership) willing to purchase the share or shares and shall give notice to the proposing transferor the proposing transferor

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shall be bound, upon payment of the fair value, ascertained as aforesaid, to transfer the share or shares to such member or members or other person selected as aforesaid.

(D) If any such shares thus offered shall remain unsold at the end of the time limit hereinbefore mentioned, the proposing transferor shall be at liberty (subject to Article 8 hereof) to offer the same to any other person or persons, but not at a lower price than he shall have offered them to the Directors as aforesaid.

(E) When the proposing transferor cannot find a purchaser at the price specified in the transfer notice, he may give a fresh notice specifying a reduced price.

(F) Before passing any transfer under sub-Article (D) hereof the Directors may require the transferor and the transferee respectively to make statutory declarations that the consideration mentioned in the transfer is the true consideration paid to the transferor for the transfer of the shares and is not subject to any deduction or rebate.

(G) For the purpose of giving effect to any sale pursuant to the foregoing provisions the Directors may authorise some person to execute a transfer of the shares so sold to the purchaser thereof.

9. The legal personal representatives of a deceased member (whether he or she shall have died testate or intestate) shall be entitled to transfer all or any part of the shares held by such deceased member to his or her spouse or to either of his or her parents or to any of his or her lineal descendants.

TRANSMISSION OF SHARES.

10. The proviso to regulation 32 of Table A, Part I, shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS.

11. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in regulation 53 of Table A, Part I.

DIRECTORS.

12. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than one nor more than five. If and so long as there is a sole Director he shall have authority to exercise all the powers, authorities and directions by Table A of these presents expressed to be vested in the Directors generally. The following shall be the first Directors of the Company, that is to say—Dorothy Almond Green and John Harry Green.

13. The qualification of a Director shall be the holding of one share of the Company. A Director may act before acquiring his qualification.

14. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A, Part I.

BORROWING POWERS.

15. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS.

16. A Director may enter into or be interested in any contract or arrangement with the Company, and may vote in respect of any such contract or arrangement and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for paragraph (2) of regulation 84 of Table A, Part I, which paragraph shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS.

17. The office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he is removed from office by a resolution duly passed under section 184 of the Act.

18. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

ROTATION OF DIRECTORS.

19. In addition and without prejudice to the provisions of section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

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PROCEEDINGS OF DIRECTORS.

20. A Director may from time to time by notice in writing to the Company appoint any person approved by his co-Directors to act as an alternate Director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office. An alternate Director so appointed may also be removed from his office by notice in writing to the Company given by the co-Directors of the Director by whom he was appointed. An alternate Director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him.

ACCOUNTS.

21. In regulation 127 of Table A, Part I, the words "and shall only have effect subject and without prejudice to the provisions of section 158 (1) (c) of the Act" shall be inserted immediately after the words "joint holders of any shares or debentures" at the end of that regulation.

WINDING UP.

22. In regulation 135 of Table A, Part I, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories."

INDEMNITY.

23. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Dorothy Almond Green,
 Hackford House
 Chapcode.
 Spalding
 Lines.
 Married Woman.

John Harry Green
 Hackford House,
 Chapcode,
 Spalding
 Lines.

Engineers.

Dated this 18th day of August 1954.

Witness to the above Signatures—

John George Smith,
 32 The Crescent,
 Spalding

Audit Clerk.

DUPLICATE FOR THE FILE

No. 537720



Certificate of Incorporation

I Hereby Certify, That

D. A. GREEN & SONS LIMITED

is this day Incorporated under the Companies Act, 1948, and that the
Company is **Limited**.

Given under my hand at London this **Third** day of
September One Thousand Nine Hundred and Fifty **four**

L. R. [Signature]
Registrar of Companies

Certificate
received by }

Date

3/9/54