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COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

For official use

[] [] [] []

2108142

Name of company

• PRETTY FIFTY TWO LIMITED

• Insert full
name of company

I, Ian Ross Worthington

of Elm House

25 Elm Street

Ipswich, Suffolk

I delete as
appropriate

C A T

I do solemnly and sincerely declare that I am a (Solicitor engaged in the formation of the company)†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 46 Elm Street

Ipswich

Suffolk

the Thirtieth day of February

One thousand nine hundred and 21

before me C. B. Thomas

Declarant to sign below

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name address and
reference (if any)

Pretty's
Elm House
25 Elm Street
Ipswich
Suffolk

For official Use

New Companies Section

Post room



The Stationers' Law Stationery Society plc, Oyez House, 27 Oldbath Street, London SE1 5TS

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Companies G12

Private and Confidential

No.

2108142

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

PRETTY FIFTY TWO LIMITED



1. The name of the Company is "PRETTY FIFTY TWO LIMITED".
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:-
 - (a) To design, manufacture, adapt, sell, exchange, let on hire or lease, import, export, distribute and otherwise deal in cash or on hire purchase or for payments by instalments or otherwise, every type of goods, materials, appliances, articles, apparatus, equipment, merchandise, machinery, products, produce, plant, wares and anything else whatsoever as may be necessary for the purpose of any business undertaken by the Company.

(b) To purchase, take on lease or in exchange, hire or otherwise acquire, and hold, for any estate or interest, and manage any

Pretty



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lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any heritable or moveable real or personal property of any kind.

(c) To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, process or development which may seem to the Company 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, to use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise which the Company may think calculated directly or indirectly to achieve these objects.

(d) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.

(e) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person or company for the

purpose of carrying on business within any of the objects of the Company.

(f) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(g) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for any of the purposes of the Company.

(h) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell the property, business or undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for cash or shares, debentures or securities of any other company.

(i) To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.

(j) To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind whatsoever, and in any part of the world.

(k) To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

(l) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.

(m) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not

limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or subsidiary (both as defined by Section 736 of the Companies Act 1985) of the Company or of the Company's holding company (or is controlled by the same person or persons as control the Company) or is otherwise associated with the Company and its business.

(n) To grant indemnities of every description and to undertake obligations of every description.

(o) To make, draw, accept, indorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.

(p) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(q) 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 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.

(r) 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 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.

(s) Subject to the provisions of the Companies Acts, to:-

(i) remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him, it or them of shares or securities of the Company credited as paid in full or in part or otherwise; and

(ii) give financial assistance (within the meaning of Companies Act 1985, Section 152(1)).

(t) To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its object or otherwise expedient.

(u) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisations 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.

(v) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest or lend any of the moneys of the Company not immediately required for its operations in such manner, with or without security, and whether at home or abroad, as the Company may think fit.

(w) To amalgamate with any other company whose objects are or include objects similar to those of the Company and on any terms whatsoever.

(x) To procure the Company to be registered or recognised in any country or place abroad.

(y) To obtain any provisional or other order or Act of Parliament of this country or of the legislature of any other State to enable the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

(z) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in any similar capacity.

(aa) To insure the life of any person who may, in the opinion of the Company be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.

(bb) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on such business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to prescribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the holding company or a subsidiary (both as defined by Section 735 of the Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business or who

are or were at any time directors or officers of the Company or of such other company as aforesaid, and holding or who held any salaried employment or office in the Company or such other company as aforesaid, and the wives, widows, families or dependants of any such persons.

(cc) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive to or expedient for the advantage or protection of the Company.

(dd) To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either along or in conjunction with others.

(ee) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:-

(i) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether resident in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and

(ii) the objects set forth in sub-clause (c) of this Clause shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the

context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate 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.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber (in words)
------------------------------------------------------	---------------------------------------------------------------

Ian Worthington
Ian Worthington

Elm House

One

25 Elm Street

Ipswich

Suffolk

Solicitor

Brian Wilks
Brian Wilks

Elm House

One

25 Elm Street

Ipswich

Suffolk

P
Solicitor

DATED this 12th February 1987

(P.T.O)

WITNESS to the above Signatures:-

.....

Elm House

25 Elm Street

Ipswich

Suffolk

(Solicitors Clerk)

Private and Confidential

No

2108142

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PRETTY FIFTY TWO LIMITED

PRELIMINARY

1. In these Articles and in Table A:-
"the Act" means the Companies Act 1985 and any statutory amendment thereto.

"Table A" means Table A set out in The Companies (Table A to F) Regulations 1985 (SI 1985 No 805).

2. The Regulations contained in Table A shall apply to the Company save insofar as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Company.

SHARES

3. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.

4. (a) All shares which the Directors propose to issue shall first be offered to the members holding shares of the particular



class of shares proposed to be issued in proportion as nearly as may be to the number of the existing shares of that particular class held by them respectively. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions shall be under the control of the Directors who may (subject to paragraph (c) below) allot grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members.

(b) In accordance with Section 91 of the Act Sections 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.

(c) The Company shall not issue shares of a particular class without first having offered for subscription to the holders of any other class of shares on no less favourable terms such number of shares of such other class as shall have an aggregate par value of not less than the aggregate par value of such shares of such particular class to be issued.

5. Subject to the provisions of Article 4 and to any directions which may be given by the Company in General Meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 94 of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount.

6. The maximum nominal amount of share capital which the Directors may allot, grant options or subscription or conversion rights over, create, deal with or otherwise dispose of in accordance with this Article shall be 100 or such other amount as shall be authorised by the Company in General Meeting.

7. The authority conferred on the Directors by Article 5 and 6 shall expire on the day preceding the fifth anniversary of the date of incorporation of the Company.

8. Any share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed.

LIEN

9. The lien conferred by Regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all

shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of the several joint holders. The said Regulation 8 shall be modified accordingly.

TRANSFER OF SHARES

10. (a) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer

- (i) of a share which the Company has a lien;
- (ii) of a share (whether or not it is fully paid) to a person of whom they shall not approve;
- (iii) of a share (whether or not it is fully paid) made pursuant to paragraph (g) below.

(b) Any person ("the Proposing Transferor") proposing to transfer any shares shall give notice in writing ("the Transfer Notice") to the Company that he desires to transfer shares and specifying the price per share which in his opinion constitutes the fair value thereof. The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some only) of the shares comprised in the Transfer Notice to any Member or Members willing to purchase the same ("the Purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the Directors.

(c) The shares comprised in any Transfer Notice shall be offered to the Members (other than the Proposing Transferor) as nearly as may be in proportion to the number of shares held by

them respectively. Such offer shall be made by notice in writing ("the Offer Notice") within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the Offer Notice, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of fourteen days after the date on which the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the Offer Notice whichever is the latter. For the purpose of this Article an offer shall be deemed to be accepted on the date on which the acceptance is received by the Company. The Offer Notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(d) Any Member may, not later than eight days after the

date of the Offer Notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the Proposing Transferor and the Purchasing Member or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the Transfer Notice shall be the sum certified as aforesaid divided by the number of shares comprised in the Transfer Notice.

(e) If Purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in paragraph (c) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing ("the Sale Notice") to the Proposing

Transferor specifying the Purchasing Members and the Proposing Transferor shall be bound upon payment of the price due in respect of all the shares comprised in the Transfer Notice to transfer the shares to the Purchasing Members.

(f) If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the Purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Member. The Company shall pay the purchase money into a separate bank account.

(g) If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in paragraph (e) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the Transfer Notice to any person or persons.

PROCEEDINGS AT GENERAL MEETINGS

11. A poll may be demanded at any General Meeting by the Chairman or by any Member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

12. A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.

DIRECTORS

13. A Director shall not be required to hold any qualification

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shares in the Company, but nevertheless shall be entitled to attend and speak at any General Meeting and at any separate General Meeting of the holders of any class of shares in the capital of the Company.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

14. Without prejudice to the powers of the Company under Section 303 of the Act to remove a Director by Ordinary Resolution, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors either as additional Directors or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the sale or in the case of a Member being a company signed on its behalf by one of its Directors and shall take effect upon lodgment at the registered office of the Company.

15. The office of a Director shall be vacated:-

(a) if by notice in writing to the Company he resigns the office of Director;

(b) if he shall for more than 6 months have been absent without permission of the Directors from meetings of the Directors held during that period, unless he shall have appointed an alternate Director who has not been similarly absent during such period;

(c) if he becomes bankrupt or enters into any arrangement with his creditors;

- 1
- (d) if he is prohibited from being a Director by an order made under any provision of the Act;
 - (e) if he becomes of unsound mind; or
 - (f) if he is removed from office under Article 14.

16. Unless and until otherwise determined by the Company by Ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the Members notice of the age of any Director or person proposed to be appointed as such.

BORROWING POWERS

17. The Directors may exercise all the powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking property assets and rights and uncalled capital or any part thereof and, subject to the provisions of the Act to create and issue debentures, debenture stock, mortgages, charges and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ROTATION OF DIRECTORS

18. The Directors shall not be liable to retire by rotation,

and accordingly Regulations 73 to 76 inclusive of Table A shall not apply and the words "(other than a Director retiring by rotation at the meeting)" shall be deleted from Regulation 77 of Table A.

ALTERNATE DIRECTORS

19. Any appointment or removal of an alternate Director shall be effected by an instrument in writing delivered at the registered office of the Company and signed by the appointor.

20. An alternate Director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the quorum. If his appointor is for the time being absent from the United Kingdom or otherwise not available the appointee's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.

21. An alternate Director shall be entitled to contract and be interested in and benefit from contract or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

PROCEEDINGS OF DIRECTORS

22. Any Director or member of a Committee of the Directors may

participate in a meeting of the Directors or such Committee by means of conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

OFFICIAL SEAL FOR USE ABROAD

23. The Company may have an official seal for use abroad under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the Common Seal appoint any agent or agents, committee or committees abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Common Seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

CAPITALISATION OF PROFITS AND RESERVES

24. The Company in General Meeting may on the recommendation of the Directors and subject to the proviso hereinafter contained resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or profit and loss account or share premium account or any other amount which is available for distribution and is not required for payment of dividend on any shares carrying a preferential right to dividend and to resolve that such sum be applied either in or towards paying up any amounts for the time being unpaid on any shares held by the Members of the Company who would have been

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entitled to such sum if distributed by way of dividend (assuming for this purpose only, and whether such is the case or not, that such sum could be distributed by way of dividend pursuant to the Act) or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution;

Provided that a share premium account or a capital redemption reserve and any reserve or profit and loss account which is not available for distribution may, for the purpose of this Article, only be applied in paying up full unissued shares to be allotted to Members of the Company as fully paid bonus shares.

NOTICES

25. Every Director of the Company and every alternate Director (other than a Director or alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notices of general meetings.

INDEMNITY

26. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and 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

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application under Section 727 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. This Article shall, however, only have effect insofar as its provisions are not avoided by Section 310 of the Act.

MISCELLANEOUS PROVISIONS WHERE MATERIAL
OVERSEAS INTERESTS EXIST

27. Table A shall be further modified as follows:-

- (a) in Regulation 37 the words "within the United Kingdom" shall be deleted;
- (b) in Regulation 88 the words "It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom" shall be deleted;
- (c) Regulations 112 and 116 shall be modified by the substitution of the words "to the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Ian Worthington
Ian Worthington

Elm House

25 Elm Street

Ipswich

Solicitor

Brian Wilks

Elm House

25 Elm Street

Ipswich

Brian Wilks
Solicitor

Dated this *12th February*.....19*87*.

WITNESS to the above signatures:-

[Signature].....

Elm House

25 Elm Street

Ipswich

(Solicitor's Clerk)

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering.

To the Registrar of Companies

For official use

2108142

Name of company

- insert full name of company

* PRETTY FIFTY TWO LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

Elm House

25 Elm Street

Ipswich

Suffolk

Postcode	IP1 2AD
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If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

Postcode

Number of continuation sheets attached (see note 1)

Presenter's name address and
reference (if any):

Messrs Prettys
Elm House
25 Elm Street
Ipswich
Suffolk

**For official Use
General Section**

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) Ian Ross Worthington		Business occupation
		Solicitor
Previous name(s) (note 3)		Nationality
Address (note 4)		British
Elm House, 25 Elm Street, Ipswich, Suffolk		Date of birth (where applicable)
Postcode	IP1 2AD	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 13/2/87

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3) Brian Wilks		Business occupation
		Solicitor
Previous name(s) (note 3)		Nationality
Address (note 4)		British
Elm House, 25 Elm Street, Ipswich, Suffolk		Date of birth (where applicable)
Postcode	IP1 2AD	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 13/2/87

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		
Postcode		Date of birth (where applicable)
		(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)	
Ian Ross Worthington	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
Elm House, 25 Elm Street, Ipswich, Suffolk	
Postcode	IP1 2AD
I consent to act as secretary of the company named on page 1	
Signature	Date
<i>Ian Worthington</i>	13/2/87

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date
---------------------------------------------	------

delete if the form is
signed by an agent on
behalf of the
subscribers

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them

Signed	Date
<i>Ian Worthington</i>	13/2/87
Signed	Date
<i>Barbara Wether</i>	13/2/87
Signed	Date
Signed	Date
Signed	Date
Signed	Date

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2108142

I hereby certify that

PRETTY FIFTY TWO LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the

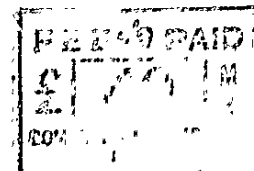
9TH MARCH 1987

D. G. Blackstock

D. G. BLACKSTOCK

an authorised officer

No 2108142



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PRETTY FIFTY TWO LIMITED

Passed 10th March 1987

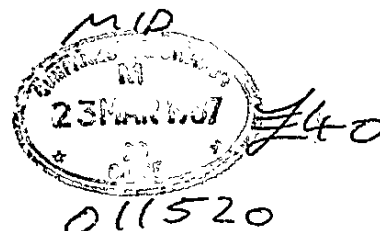


AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held on 10th March 1987 the following Resolution was duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

THAT the name of the Company be changed to Loadwell Contracts Limited.


Chairman of the Meeting



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2108142

12

I hereby certify that

PRETTY FIFTY TWO LIMITED

having by special resolution changed its name, is now
incorporated under the name of

LOADWELL CONTRACTS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the

31ST MARCH 1987

Mrs. M. Moss
MRS. M. MOSS

an authorised officer

G

COMPANIES FORM No. 224

Notice of accounting reference date (to be delivered within 6 months of incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

2108142

Name of company

* PRETTY FIFTY TWO LIMITED

* Insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 0 0 9

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

† Delete as
appropriate

Signed

Pretty

[Director][Secretary]† Date

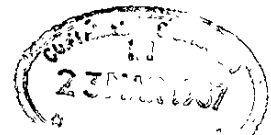
20/3/87

Presenter's name address and
reference (if any):

Messrs Prettys
Elm House
25 Elm Street
Ipswich
Suffolk

For official Use
General Section

Post room



No 2108142

6
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL AND ORDINARY RESOLUTIONS

of

PRETTY FIFTY TWO LIMITED

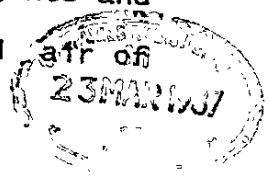
Passed 10th March 1987

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held on 10th March 1987 the following Resolutions were duly passed those numbered 1 and 2 as SPECIAL RESOLUTIONS and those numbered 3 and 4 as ORDINARY RESOLUTIONS.

SPECIAL RESOLUTIONS

1. THAT the Memorandum of Association of the Company be altered with respect to its objects by the deletion of the existing sub-clause 3(a) and its replacement by the following new sub-clause 3(a):-

(a) To carry on all or any of the businesses of haulage and transport contractors, shipping and forwarding agents and general carriers and transporters by land, sea and



passengers, livestock, material, goods, wares, produce and merchandise of every description, coach and travel agents, garage and petrol filling station proprietors, government contractors, manufacturers, proprietors, storers, repairers, selling, purchasing, exchanging or hiring of and dealing in motor cars, coaches, omnibuses, vans, lorries, wagons, trailers, vehicles, boats, aircraft, vessels, craft and haulage equipment and accessories of every description, warehousemen, motor engineers, panel beaters and body buildings, plant hire contractors, sand, gravel and ballast merchants, agricultural contractors, towage contractors, tug, barge and ship owners, lightmen, stevedors, wharfingers, mechanical, electrical and general engineers, blacksmiths and iron founders, scrap and metal workers and dealers, road house, cafe and restaurant proprietors, refreshment caterers and contractors, provision merchants, insurance and commission agents, organisers of excursions, tours and the like, commission and general agents, general merchants and traders.

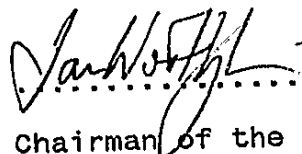
2. (a) THAT the Articles of Association of the Company be amended to provide that at a meeting of the Directors or a general meeting of the Members in the case of an equality of votes the Chairman shall not have a second or casting vote. Accordingly, the words "In the case of an equality of votes, the Chairman shall have a second or casting vote" shall be deleted from Regulation 88 of Table A, and the provisions of Regulation 50 of Table A shall not apply.

ORDINARY RESOLUTIONS

3. THAT the authorised share capital of the Company be

increased to £250,000 by the creation of 249,900 new shares of £1 each ranking pari passu in all respects with the existing shares of £1 each.

4. THAT the maximum nominal amount of relevant securities of the Company (within the meaning of Companies Act 1985, Section 80) which the Directors are authorised to allot be increased to £250,000, such authority to expire on the fifth anniversary of the date of this Resolution.


.....
Chairman of the Meeting

G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period**225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--	--

2108142

Name of company

* LOADWELL CONTRACTS LIMITED.

* insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3	1	0	3
---	---	---	---

Note
Please read notes 1 to 4 overleaf before completing this form

The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3	1	0	3	1	9	8	9
---	---	---	---	---	---	---	---

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of _____
_____, company number _____
the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

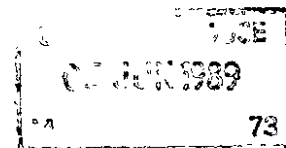
An administration order was made in relation to the company on _____
and it is still in force.Signed [Signature] Designation‡ SECRETARY Date 1.6.89

‡ Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Presenter's name address and reference (if any):

LOADWELL CONTRACTS LTD
SEMAR IPWE
SEMAR
IPSWICH
SURREYFor official Use
General Section

Post room



ggggggg	COMPANIES FORM No. 225(1)	2222	2222	55555	
gg		22	22	55	
gg gg	Notice of new accounting reference	22	22	55555	(1)
gg gg	date given during the course of	22	22	55	(1)
ggggggg	an accounting reference period	22222	22222	55555	(1)

Pursuant to section 225 (1) of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

To the Registrar of Companies

Company number

: 2108142 :

Name of Company

: LOADWELL CONTRACTS LIMITED :

gives notice that the company's new accounting
reference date on which the current accounting
reference period and each subsequent accounting
reference period of the company is to be treated
as coming, or as having come, to an end is

Day Month

: 30 : 06 :

The current accounting reference period of the
company is to be treated as shortened
and ~~[is to be treated as having come to an end]~~
[will come to an end] on

Day Month Year

: 30 : 06 : 1991 :

If this notice states that the current accounting reference period of
the company is to be extended, and reliance is being placed on section
225(6)(c) of the Companies Act 1985, the following statement should be
completed:

The company is a [subsidiary][parent] undertaking of.....

Loadwell Transport Ltd....., company number 1575262.....

the accounting reference date of which is 30 JUNE.....

If this notice is being given by a company which is subject to an
administration order and this notice states that the current accounting
reference period of the company is to be extended AND it is to be
extended beyond 18 months OR reliance is not being placed on section 225(4)
of the Companies Act 1985, the following statement should be completed:

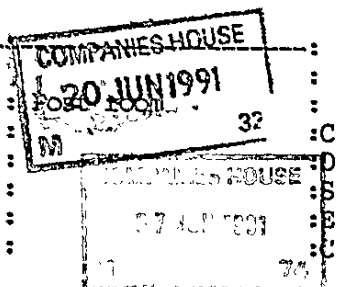
An administration order was in relation to the company on.....
and it is still in force.

Signed J. Allen..... Designation Director..... Date 4/6/91.....

Presentor's name address
and reference (if any)
HUGHES ALLEN
9 LOWER BROOK STREET,
IPSWICH,
SUFFOLK IP4 1AG

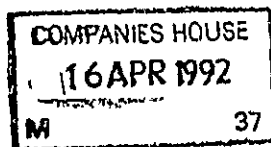
JEXC/66259

: For official use
: D.E.B.



Company No: 2108142

The Companies Act 1985 to 1989
Company Limited By Shares



RESOLUTIONS

of;

LOADWELL CONTRACTS LTD

Passed the 6th day of APRIL 1992.

At an Extraordinary General Meeting of the Company duly convened and held at: SEMER HOUSE SEMER, HADLEIGH, SUFFOLK.

The following Resolutions were unanimously passed as ELECTIVE and ORDINARY RESOLUTIONS of the Company viz:

ELECTIVE RESOLUTIONS

1. That pursuant to Section 366A of the Companies Act 1985 the Company hereby elects to dispense with the holding of Annual General Meetings in 1992 and in subsequent years until this election is revoked.
2. That pursuant to Section 386 of the Companies Act 1985, the Company hereby elects to dispense with the obligation to appoint Auditors annually.
3. That pursuant to Section 252 of the Companies Act 1985 the Company hereby elects to dispense with the laying of accounts and reports before the Company in General Meeting.
4. That pursuant to Sections 369(4) and 378(3) of the Companies Act 1985 the Company hereby elects that the said provisions shall have effect in relation to the Company as if for the references to 95 per cent therein there were substituted references to 90 per cent.
5. That the Company elects that the provisions of Section 80A of the Companies Act 1985 apply instead of the provisions of Section 80(4) and 80(5) in relation to the giving or renewal after the said election of authority to allot shares.

ORDINARY RESOLUTION

That the Directors be and they are hereby generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to exercise any power of the Company to allot and grant rights to subscribe for or to convert securities into shares of the company up to a maximum nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of the passing of this resolution. The authority hereby given shall be for an indefinite period.

H. Dymally

Chairman

Company No: 2108142

The Companies Act 1985 to 1989
Company Limited By Shares



RESOLUTIONS

of;

LOADWELL CONTRACTS LTD

Passed the 6th day of APRIL 1992.

At an Extraordinary General Meeting of the Company duly convened and held at: SEMER HOUSE SEMER, HADLEIGH, SUFFOLK.

The following Resolutions were unanimously passed as ELECTIVE and ORDINARY RESOLUTIONS of the Company, viz:

ELECTIVE RESOLUTIONS

1. That pursuant to Section 366A of the Companies Act 1985 the Company hereby elects to dispense with the holding of Annual General Meetings in 1992 and in subsequent years until this election is revoked.
2. That pursuant to Section 386 of the Companies Act 1985, the Company hereby elects to dispense with the obligation to appoint Auditors annually.
3. That pursuant to Section 252 of the Companies Act 1985 the Company hereby elects to dispense with the laying of accounts and reports before the Company in General Meeting.
4. That pursuant to Sections 369(4) and 378(3) of the Companies Act 1985 the Company hereby elects that the said provisions shall have effect in relation to the Company as if for the references to 95 per cent therein there were substituted references to 90 per cent.
5. That the Company elects that the provisions of Section 80A of the Companies Act 1985 apply instead of the provisions of Section 80(4) and 80(5) in relation to the giving or renewal after the said election of authority to allot shares.

ORDINARY RESOLUTION

That the Directors be and they are hereby generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to exercise any power of the Company to allot and grant rights to subscribe for or to convert securities into shares of the company up to a maximum nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of the passing of this resolution. The authority hereby given shall be for an indefinite period.

Chairman

G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably in black type, or bold block lettering

1. To the Registrar of Companies

Company Number

2108142

Name of Company

LOADWELL CONTRACTS LIMITED

* Insert full name of company

Note
Details of day and month in 2, 3 and 4 should be the same.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

30 09

3. The current accounting reference period of the company is to be treated as [shortened] [extended] + and [is to be treated as having come to an end] [will come to an end] + on

Day Month Year

30 09 19 94

+ delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary] [parent] + undertaking of

....., company number

the accounting reference date of which is

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was in relation to the company on and is still in force.

± Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

6. Signed 

Designation Director Date 21.6.94

Presenter's name address telephone number and reference (if any):

HUGHES ALLEN
9 LOWER BROOK STREET,
IPSWICH,
SUFFOLK,
IP4 1AG
JBMC/66259

For official use
D.E.B.

Post room



ACS302EQ

A03 RECEIPT DATE: 25/06/94