

CT/M.C. NO: 88MM

DRAFT/PJS/13th December 1978

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

F.F. ALLSOPP & CO., LIMITED

1. The Name of the Company is "F.F. ALLSOPP & CO., LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are all or any of the following, the Company having power to do any part of the matters mentioned in one section apart from the other of the said matters, none of the general and other descriptions given in this Clause being subject to be limited or restrained to matters of the same or some similar kind to those elsewhere in this Clause limited or referred to, or to be otherwise limited or restrained by any other part of this Clause not containing an express limitation or restriction, or by any inference to be drawn from such other part or from the name of the Company:-

(A) To carry on the business or businesses, both wholesale and retail, of book binders, loose-leaf book makers, account book manufacturers, numerical printers, machine rulers, box makers, card board manufacturers, pattern card makers, printers, stationers, lithographers, type foundry, stereotypers, electrotypers, photographic printers, photo lithographers, chromo lithographers, engravers, die sinkers, paper bag and envelope manufacturers, railway ticket manufacturers, dealers in stamps, dealers in parchment, dealers in office furniture, fittings, and requisites of all kinds, agents for the payment of stamp and other duties, designers, draughtsmen, paper and ink manufacturers, advertising agents and cabinet makers, and to buy, sell, hire, manufacture, repair, let on hire, alter, improve, treat and deal in all apparatus, machines, materials and articles of all kinds which are capable of being used for any such purposes, and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or which may seem to the Company conducive to any of the objects of the Company or calculated directly or indirectly to

enhance the value of, or render profitable, any of the Company's property, businesses or rights for the time being.

- (B) To undertake and execute any Contracts or carry on any Business relating to the production, manufacture, and preparation of any materials which may be usefully or conveniently combined with the other business or businesses of the Company, or any Contracts undertaken by the Company either for works involving the supply and use of tools, machinery, appliances, furniture, or otherwise, and to carry out any ancillary or other works comprised in any such Contracts.
- (C) To lend money, either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit, and in particular to persons undertaking to build on, fit up or improve any property in which the Company is interested, and to tenants, builders, and contractors.
- (D) To purchase, take on lease, or in exchange or otherwise acquire any freehold, leasehold, or other real or personal property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and in particular any buildings, factories, mills, works, machinery, engines, plant, stock or things, which may be necessary for or may be conveniently used with, or may enhance the value of, any other property of the Company, and to build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, machinery, engines, walls, fences, banks, dams, sluices, watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same, or join with others in so doing.
- (E) To apply for, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account, and to manufacture under or grant licences or privileges in respect of the same.
- (F) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company, carrying on or proposing to carry on any businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an

interest in, amalgamate with, or to enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, or securities that may be agreed upon and to hold and retain, or sell, mortgage, and deal with, any Shares, Debentures, or securities so received.

- (G) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company.
- (H) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (I) To lend and advance money or give credit to such persons, firms, or companies, and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons.
- (J) To borrow or raise money in such a manner as the Company shall think fit, and in particular by the issue of Debenture of Debenture Stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to invest any money so raised in any such property, undertakings, or investments as aforesaid.
- (K) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (L) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

- (M) To enter into any arrangements with any authorities (municipal, local or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such authority, corporation, company, or person, any charters, contracts, decrees, rights, privileges, and concessions, which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (N) To subscribe for, take, purchase, or otherwise acquire and hold Shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on business capable of being conducted so as directly or indirectly to benefit this Company.
- (O) To act as agents, contractors, or brokers, and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or otherwise, and either alone or in conjunction with others.
- (P) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of Shares or securities of the Company, credited as paid up in full, or in part or otherwise.
- (Q) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of this Company, or any other Company formed for the purpose of carrying out any of the objects herein mentioned, or to contract with any persons, firm, or company, to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, or securities of this Company, or any such other Company.
- (R) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribed for, or otherwise acquire all or any part of the Shares or securities of any such Company as aforesaid..

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS
OF
F.F.ALLSOPP & CO., LIMITED

(passed 15th JULY 1980)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held on 15th JULY 1980, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:-

SPECIAL RESOLUTIONS

1. THAT Clause 3 of the Memorandum of Association of the Company be altered by the insertion after sub-clause (U) of the following new sub-clause and thereafter sub-clause (V) is for the purposes of identification to be re-numbered sub-clause (W)

"(V) To guarantee support or secure whether by personal covenant or by mortgaging or charging or creating a lien upon the whole of any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by any such methods the performance of the obligations of and the repayment or payment of the principal amounts of and premiums interest and dividends on any securities of any person firm or company including (without prejudice to the generality of the foregoing) any Company which is for the time being the Company's Holding Company (as defined by Section 154 of the Companies Act, 1948) or other subsidiary (as also defined by the said Section) of the Company's Holding Company or is otherwise associated in business with the Company."

2. THAT Clause 3 of the Memorandum of Association of the Company be altered by the insertion after sub-clause (W) of the following declaration:-

"Provided that all such objects and powers shall be deemed to be separate objects and may be carried on or exercised in any part of the world whether directly by the Company or through any subsidiary, agent, partner or other person or company."

(S) To adopt such means of making known the business or properties, or objects, or purposes of the Company, as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books or periodicals, and by granting prizes, rewards and donations.

(T) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for Shares, Debentures, or securities of any company purchasing the same.

(U) To distribute among the Members of the Company any property of the Company in specie, and in particular any Shares, Debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.

~~(W)~~ W To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited. ✓

10,000 5. The capital of the Company is ^{10,000} £47,000, divided into ~~4,000~~ Ordinary Shares of £1 each. Upon any increase of capital the Company is to be at liberty to issue any new shares with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto.

6. The Company has power from time to time to increase or reduce its capital, and to issue any Shares in the original or increased Capital as Ordinary, Preferred or Deferred Shares, and to attach to any class or classes of such Shares any preferences, rights, privileges or conditions, or to subject the same to any restrictions or limitations. Provided always that if and whenever the Capital of the Company is divided into Shares of various classes the rights and privileges of any such class shall not be modified or varied except in the manner following, namely:- Any such modification or variation may be effected when sanctioned by an Extraordinary Resolution of the holders of the shares of such class passed at a separate Meeting of the Shareholders of such class at which there shall be present in person or represented by proxy the holders of not less than a moiety of the issued Shares of such class (but this Proviso shall be subject to Clause 5 hereof).

T. Lauch
H. Wardle



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
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FREDERICK FARRANT ALLSOPP, 19 Seely Road, Nottingham.	One
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Account Book Manufacturer

CHARLES JOHN PAIN, 18 Low Pavement, Nottingham.	One
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Chartered Accountant

DATED the Nineteenth day of March, 1917.

WITNESS to all the above Signatures:-

FREDERICK ALLCOCK
Solicitor
32 Bridlesmith Gate,
Nottingham.

and

Beardall Street,
Hucknall,
Nottingham.

THE COMPANIES ACT 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

F.F. ALLSOPP & CO., LIMITED

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967 and the Companies Act, 1976.

(B) The regulations contained in Part I of Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 53, 64, 75, 77, 79, 87, 88(a) and (f), 89, 90, 91, 92, 93 and 107 shall not apply, but, subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A the following shall be the Articles of Association of the Company.

PRIVATE COMPANY.

2. The Company is a private company, and accordingly the regulations contained in Part II of Table A, except Clause 1 therein, shall apply to the Company.

SHARES.

3. The share capital of the Company is £10,000 divided into 7,214 Deferred Ordinary Shares of £1 each and 278,600 Ordinary Shares of 1p each. The respective rights and privileges attached to the Ordinary Shares and to the Deferred Ordinary Shares are as follows:-

(A) As regards income the profits which the Company may determine to distribute in respect of any financial year shall be distributed among the holders of the Ordinary Shares in proportion to the amounts paid up on the Ordinary Shares held by them respectively. The holders of the Deferred Ordinary Shares shall not be entitled to participate in any such profits.

(B) As regards capital on a return of assets on liquidation or otherwise the assets of the Company available for distribution amongst the members shall be applied, first in paying to the holders of the Ordinary Shares the sum of

1p per share, secondly, in repaying to the holders of the Deferred Ordinary Shares the amount paid up on such shares and the balance of such assets shall belong to and be distributed among the holders of the Ordinary Shares in proportion to the amounts paid up on the Ordinary Shares held by them respectively.

(C) As regards voting the Deferred Ordinary Shares shall not confer on the holders thereof any right to receive notice or to attend or vote either in person or by proxy at any General Meeting of the Company.

4. All shares for the time being created and unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Directors), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit.

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

6. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

NOTICES.

7. Every notice calling a General Meeting shall comply with the provisions of Section 136(2) of the Act, as to giving information to Members in regard to their right to appoint proxies, and all notices and other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company.

RESOLUTIONS.

8. Any such resolution in writing as is referred to in Clause 5 in Part II of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS.

9. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 of Part I of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS.

10. The following words shall be added to the end of Clause 52 in Part I of Table A "and fixing the remuneration of Directors".

11. The words "the meeting shall be dissolved" shall be substituted for the words "the members present shall be a quorum" in Clause 54 in Part I of Table A.

12. It shall not be necessary to give any notice of an adjourned meeting and Clause 57 in Part I of Table A shall be construed accordingly.

13. A poll may be demanded by any Member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly.

14. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a poll on behalf of the Member.

DIRECTORS.

15. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two.

16. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the Capital of the Company and Clause 134 of Part I of Table A shall be modified accordingly.

17. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or

otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

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

19. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly.

20. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.

21. The Directors on behalf of the Company may pay a gratuity or pension allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

22. Paragraph (d) of Clause 88 of Part I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as a Director".

23. A Director shall not retire by rotation and Clauses 94, 96 and 97 in Part I of Table A shall be modified accordingly.

24. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the last sentence of Clause 95 of Part I of Table A shall be deleted.

25. 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 term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.

26. (A) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him: Provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a majority consisting of two-thirds of the whole Board shall have been given and entered in the Directors' Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, provided always that in the event of these Articles providing for the retirement of Directors by rotation, if any Director so retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(B) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

27. Any such resolution in writing as is referred to in Clause 106 in Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.

28. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

29. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

30. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Clause 88(e) of Table A shall be modified accordingly.