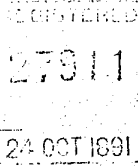


35049 c.n.h. 3H118.

No. of Certificate



FORM No. 25.



Joseph Lumb and Sons

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to section 11 of the
Customs and Inland Revenue Act, 1888 (51 Vic. c. 8). (NOTE.—The Stamp Duty
on the Nominal Capital is Two 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 for registration by

Ramsden Raddcliffe & Co

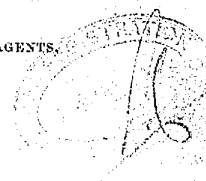
80 Coleman Street & Co

PRINTED AND PUBLISHED BY

WATERLOW BROS. & LAYTON, LIMITED,

LAW AND GENERAL STATIONERS, PRINTERS, AND REGISTRATION AGENTS.

24 & 25, BIRCHIN LANE, LONDON, E.C.



The NOMINAL CAPITAL of the Joseph Lums

sons Company, Limited,

is £ 200,000, divided into shares of £ 10 each.

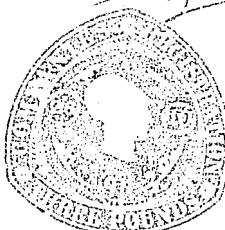
Signature James Lums

Description Solicitors

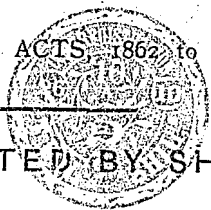
Date October 23rd 1891

This statement should be signed by an Officer of the Company.

35049 CNL 34118



THE COMPANIES' ACTS, 1862 to 1890.



COMPANY LIMITED BY SHARES

Memorandum of Association

OF

JOSEPH LUMB & SONS, LIMITED.

REGISTERED

27912

24 OCT 1891

1. The name of the Company is Joseph Lumb & 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 acquire by purchase the business of Worsted Spinners carried on by Joseph Lumb & Sons, at Folly Hall Mills, Huddersfield, in the County of York, and elsewhere, as a going concern, together with the mills, warehouses, buildings and land, goodwill, plant, machinery and utensils, stock-in-trade, book debts, assets, property, and effects connected with or used in such business.
 - (b) To carry on the trades or businesses of Worsted Spinners, Yarn Spinners, Top Makers, Wool Combers, Worsted Manufacturers, Woollen Cloth Manufacturers, Wool Dealers, Yarn Merchants, Woollen Merchants, Bleachers, Dyers and Finishers, in all their branches, and to purchase, prepare, spin, manufacture, and deal in worsted, woollen, cotton, silk and other fibrous substances, products and materials.
 - (c) To carry on any other trade or business of a character similar or analogous to the trades or businesses hereinbefore mentioned, or any business which may seem to the Company to be capable of being conveniently carried on in connection therewith, or may seem to the Company calculated, directly or indirectly, to enhance the value of any of its property or rights, or to further any of its objects.
 - (d) To acquire by purchase, lease, concession, grant, license, or otherwise, such lands, buildings, collieries, mines, minerals, waterworks, leases, underleases, plant, machinery, stock-in-trade, stores, rights, privileges, easements, and other property in the United Kingdom, or any other part of the World, as may from time to time be deemed necessary for carrying on the business of the Company, and to build or erect upon any land of the Company such mills, manufactories, workshops, warehouses, offices and other buildings, and to erect such machinery, and construct such roads, ways, tramways, railway branches or sidings, bridges, reservoirs, watercourses, wharves, hydraulic works, and other works or conveniences as may be deemed necessary for the purposes of the Company or any of them, and to hold any property whatsoever, either in the United Kingdom or abroad.
 - (e) To alter, improve, extend, add to, rebuild, replace, or repair, any buildings, machinery or other property of the Company.
 - (f) To sell, mortgage, exchange, demise, or otherwise dispose of all, or any portion of the property of the Company as may from time to time be deemed necessary.



(g) To make and carry into effect any arrangement for the total or partial amalgamation of the business of this Company, with that of any other company having objects altogether or in part similar to those of this Company; and upon the terms either that (so far as is consistent with this Memorandum), this Company or the company with which it shall make the arrangement, or some other company, shall carry on the amalgamated business or that a new company shall be established, to do all such things as may be necessary to carry out any such arrangement, and particularly to take shares, whether fully paid up or not, debentures or securities of any such new or other company as partial or entire payment or consideration, and to hold, sell, or otherwise dispose of such shares, debentures, or securities, or to distribute or allot them among the members of this Company.

(h) To purchase or otherwise acquire all or any part of the property and effects, and that with or without taking over all or any of the liabilities, of any company, society, firm, partnership, or person formed for or carrying on or having carried on any business altogether or in part similar to the business of this Company, and to conduct, carry on or liquidate and wind up such business.

(i) To sell, dispose of or transfer the business, property, and undertaking of the Company or any part thereof, in consideration of payment in cash or in shares, whether fully paid up or not, debentures or securities of another company or partly in cash and partly in such shares, debentures, or securities, and either on terms that such shares, debentures, or securities, be distributed in specie amongst the members or otherwise.

(j) To promote any other company and to subscribe for shares, stock or debentures thereof for the purpose of its acquiring all or any of the property and liabilities of this Company, or for any other purposes which may seem directly or indirectly calculated to profit this Company.

(k) To borrow or raise money by the issue of or upon debentures (either to bearer, or registered with or without coupons to bearer, and secured by a trust deed or by mortgage, or otherwise) debenture stock (perpetual or terminable), bonds, mortgages, charges or any other securities founded or based upon all or any of the property of the Company, or of its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit, or upon bills of exchange, promissory notes, or other obligations or securities, or in such other manner as may be deemed necessary, or to receive money on deposit at interest or otherwise.

(l) To apply for and promote any Act of Parliament for enabling the Company to carry any of its objects into effect, and for effecting a modification of the Company's constitution, and to contribute to the expenses of opposing any Bill in Parliament, which may be considered prejudicial to the interests of the Company.

(m) To invest the moneys of the Company upon such securities as may be from time to time determined, other than in the purchase of its own shares; and also to lend money, and particularly to customers and others having dealings with the Company, on such terms as the Company may think fit; also to guarantee the performance of any contract by a customer of, or other person having dealings with the Company.

(n) To establish branches and agencies in Great Britain or elsewhere, and to discontinue and regulate the same.

(o) To acquire by original subscription, purchase or otherwise, and to hold, sell, or otherwise dispose of shares, whether fully paid up or not, stock, debentures, or debenture stock in any other Company, Corporation, or Society, or in any undertaking.

(p) To demise, lease or let the whole or any part of the property of the Company on such terms as the Company shall determine, and to supply power.

(q) To draw and accept, and make, and to endorse, discount, and negotiate bills of exchange, and promissory notes, and other negotiable instruments.

(r) To take out, purchase, or otherwise acquire, or deal with, any patents, patent rights or inventions, copyrights, or secret processes which may be useful for the Company's objects, and to grant licenses to use the same.

(s) To procure for the like character, or as a Society, colony or dependency of the America, or elsewhere.

(t) To effect assurance on the lives of any other have an insurable interest required to keep up the Company.

(u) To remunerate and placing or assisting to place debentures or other the sec

(v) To establish, manage banks, dispensaries, hospitals, other institutions for the benefit with the Company, and the

(w) To do all such things conducive to the attainment

4. The liability of the member

5. The capital of the Company each, with power to increase the capital the time being into different sums, annual, deferred, qualified, or special

We, the several persons whose names are subscribed to this Memorandum, desirous of being formed into a Company, Association, and we respectively agree of the Company set opposite our respective

NAMES, ADDRESSES, AND DESCRIPTIONS

William Lumsden
Huddersfield, W.
Joseph Lumsden
Huddersfield
John Lumsden
Huddersfield
Sarah Ann Lumsden
Park Drive, Huddersfield
Mary Lumsden
Huddersfield
Elizabeth Lumsden
Huddersfield
Ann Lumsden
Huddersfield

Dated the nineteenth day of

Witness to the above Signatures, of

Joe Lumsden Sarah Ann Lumsden

Annie Lumsden

Witness to the Signatures

W. Lumsden

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f any contract by a
Company.

Britain or elsewhere:

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determine, and to

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licenses to use the

(s) To procure for the Company incorporation or constitution of a like character, or as a Société anonyme, in any foreign country, or in any colony or dependency of the United Kingdom, or in the United States of America, or elsewhere.

(t) To effect assurance on the lives of any debtors to the Company; or on the lives of any other person or persons in whom the Company may have an insurable interest, and to pay the premiums and other moneys required to keep up the policies of assurance out of the moneys of the Company.

(u) To remunerate any person or company for services rendered in placing or assisting to place any of the shares of the Company's capital or debentures or other the securities of the Company.

(v) To establish, manage, or assist churches, chapels, schools, libraries, banks, dispensaries, hospitals, infirmaries, provident societies, clubs, and other institutions for the benefit of persons employed by or having dealings with the Company, and their families and others.

(w) To do all such things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The capital of the Company is £200,000, divided into 20,000 shares of £10 each, with power to increase the capital, and to divide the shares in the capital for the time being into different sums, and to attach thereto, respectively, any preferential, deferred, qualified, or special rights, privileges, or conditions.

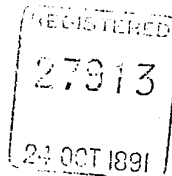
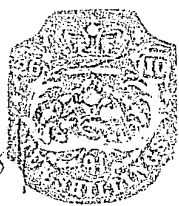
And, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>William Lumb</i> Park Drive Huddersfield, Wolsley Spinner.	one x
<i>Joseph Lumb</i> Park Drive Huddersfield Wolsley Spinner	one x
<i>Joe Lumb</i> Park Drive Huddersfield, Wolsley Spinner	one x
<i>Sarah Anne Lumb</i> Park Drive, Huddersfield, Spinner	one x
<i>Mary Lumb</i> Park Drive Huddersfield Spinner	one x
<i>Elizabeth Lumb</i> Park Drive Huddersfield Spinner	one x
<i>Annie Lumb</i> Park Drive Huddersfield Spinner	one x
	17

Dated the nineteenth day of October 1891

Witness to the above Signatures, of *William Lumb, Jesse Lumb,*
Joe Lumb, Sarah Anne Lumb, Mary Lumb and
Annie Lumb

Wm. Pausden Solicitor, Westgate
Huddersfield
Witness to the signature of *Elizabeth Lumb*
Walsley *Samuel Kenworthy*
Hydrographic Est. Maffelton
51 Wash St Southport



THE COMPANIES' ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

JOSEPH LUMB & SONS, LIMITED.

PRELIMINARY.

1.—In these presents unless there shall be something in the subject or context inconsistent therewith.

"The Members" means the holders for the time being of shares in the Capital of the Company.

"The Office" means the registered office for the time being of the Company.

"The register" means the register of members of the Company.

"Month" means calendar month.

"The Directors" means the Directors for the time being.

"In writing" means written or printed, or partly written or partly printed.

Words importing the singular shall include the plural number and *vice versa*. Words importing the masculine shall include the feminine gender. Words importing persons shall include corporations.

2.—The regulations contained in Table A of the first Schedule to the "Companies Act, 1862" shall not apply to the Company, and these Articles of Association shall be substituted for such regulations.

3.—The Directors shall forthwith purchase on such terms and conditions, and from such date as they shall think fit, the business referred to in the Memorandum of Association, or any of the assets or effects thereof, and shall affix the seal of the Company to an agreement or agreements for that purpose, and shall carry the same into effect with full power nevertheless from time to time to agree to any modification of the terms of such agreement or agreements.

4.—The funds of the Company shall not be employed in the purchase of or lending on shares in the capital of the Company.

5.—The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the shares may have been allotted.

6.—The registered office of the Company shall be at Folly Hall Mills, Huddersfield, or at such other place in England as the Directors may from time to time appoint.

7.—The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times as the Directors think fit.

8.—If, by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

9.—The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

10.—The Company shall not be bound to recognise any contingent, future, partial, or equitable interest in the nature of a trust or otherwise, in any share, or any other right, in respect of any share, except an absolute right thereto, in the person, from time to time, registered as the holder thereof, and, except also, the right of any person under Clause 45 hereof, to become a member in respect of, or to transfer any share.



CERTIFICATES.

- 11.—The Certificates of title to shares shall be issued and signed by two Directors, and shall be under the seal of the Company.
- 12.—Every member shall be entitled to one certificate for the shares registered in his name or to several certificates, each for a part of such shares. Every certificate of shares shall specify the number of the share in respect of which it is issued and the amount paid up thereon.
- 13.—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate.
- 14.—The sum of one shilling or such sum as the Directors may determine shall be paid to the Company for every certificate issued.
- 15.—The certificates of shares registered in the name of two or more persons shall be delivered to the person first named on the register.

CALLS.

- 16.—The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.
- 17.—A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
- 18.—Fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
- 19.—If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of £10 per cent. per annum from the day appointed for the payment thereof to the time of actual payment.
- 20.—The Directors may if they think fit receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such a rate as the member paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

- 21.—If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- 22.—The notice shall name a day (not less than fourteen days from the date of the notice), and a place and places, on and at which, such call or instalment, and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment, at or before the time and place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- 23.—If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter before payment of calls or instalments interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.
- 24.—Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, reallot, and otherwise dispose of the same in such manner as they think fit.
- 25.—The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof, upon such conditions as they think fit.
- 26.—Any member whose shares have been forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company, all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at £5 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.
- 27.—The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares.

28.—For the purpose of enforcing in such manner as they think fit; but have arrived, and until notice in writing from the member, his executors or administrators, the payment, fulfilment, or discharge after service of such notice.

29.—The net proceeds of such sales, liabilities or engagements, and the administrators or assigns.

30.—Upon any sale after forfeiture, hereinafter given, the Directors may apply the proceeds of the sale to the application of the purchase money, the validity of the sale shall not be affected, and the person aggrieved by the sale shall be in damages.

TRANSFER.

- 31.—Shares shall be transferable, and any usual common form of transfer.
- 32.—The instrument of transfer shall be signed by the transferor and the transferee, and the transferor shall be deemed to remain a member until the instrument is entered in the register book in respect of the shares.
- 33.—The transfer books shall be closed at every ordinary general meeting in each year.
- 34.—The instrument of transfer shall be evidence as the Directors may require.
- 35.—No share shall, save as provided in this Act, be transferred to any person other than a member, so long as any member is a member of the Company.
- 36.—In order to ascertain whether a member of the Company or a retiring member shall give notice in writing to the Company that he desires to transfer the same, and shall constitute the Company at the fair value. The transfer shall operate as if it were a separate notice, and shall be revocable except with the consent of the Directors.
- 37.—If the Company shall within the notice, find a member willing to purchase the same, and shall give notice thereof to the retiring member, the value to transfer the share to the purchaser shall be the fair value.
- 38.—If any difference arises between the fair value of a share the same shall be determined by arbitration.
- 39.—If in any case the retiring member in transferring the share, the Company shall cause the name of the purchasing member to be entered in the register in respect of the share, and shall hold the purchase money in trust for the purchasing member, and the purchase money shall be a good discharge for the share, and the proceedings shall not be questioned by any person.
- 40.—If the Company shall not within the notice find a member willing to purchase the same, the retiring member shall at all times, subject to clause 43 hereof, to sell the share, subject to any person and at any price.
- 41.—The Company in General Meeting may, subject to the sanction of the Court, give rights in regard to the purchase thereof to any member, and the purchase thereof shall be offered to the members in proportion to the shares held by them, and regard thereto and the lots shall be drawn.
- 42.—Any share may be transferred by any person, or with the sanction of the Court, to any son or daughter, widow or

28.—For the purpose of enforcing such lien, the Directors may sell the shares, subject thereto, in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them, in the payment, fulfilment, or discharge of such debts, liabilities or engagements for seven days after service of such notice.

29.—The net proceeds of such sale shall be applied in or towards satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such member, his executors, administrators or assigns.

30.—Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be registered in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.

TRANSFER AND TRANSMISSION.

31.—Shares shall be transferable, and may be transferred subject as hereinafter mentioned by any usual common form of transfer.

32.—The instrument of transfer shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register book in respect thereof.

33.—The transfer books shall be closed during the fourteen days immediately preceding the ordinary general meeting in each year.

34.—The instrument of transfer shall be presented to the Company accompanied by such evidence as the Directors may require to prove the title of the transferor.

35.—No share shall, save as provided by clause 40 hereof, be transferred to a person who is not a member, so long as any member is willing to purchase the same at the fair value.

36.—In order to ascertain whether any member is willing to purchase a share, the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called the retiring member) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share to any member of the Company at the fair value. The transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the consent of the Directors.

37.—If the Company shall within the space of twenty-eight days after being served with such notice, find a member willing to purchase the share (hereinafter called the purchasing member) and shall give notice thereof to the retiring member, he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

38.—If any difference arises between the retiring member and the purchasing member as to the fair value of a share the same shall be fixed by the auditor or auditors for the time being.

39.—If in any case the retiring member after having become bound as aforesaid makes default in transferring the share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

40.—If the Company shall not within twenty-eight days after being served with the transfer notice find a member willing to purchase the shares or any of them and give notice in manner aforesaid, the retiring member shall at any time within three calendar months afterwards be at liberty, subject to clause 43 hereof, to sell, or transfer the shares or such of them as shall not be purchased to any person and at any price.

41.—The Company in General Meeting may from time to time vary the rules as to the mode in which any shares specified in any transfer notice shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors may think fit.

42.—Any share may be transferred by a member to any son or daughter, or wife, or husband of such member, or with the sanction of the Directors to the trustees of any settlement executed by a member, and any share of a deceased member may be transferred by his executors or administrators to any son or daughter, widow or widower of such deceased member.

43.—The Directors may refuse to register any transfer of a share, (a) Where the Company has a lien on the share. (b) Where it is not proved to their satisfaction that the transferee is a responsible person. (c) Where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to membership. But paragraphs (b) and (c) of this clause shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to the last preceding clause.

44.—The executors or administrators of a deceased member (not being one of several joint owners) : shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to, or interest in such shares.

45.—Any guardian of an infant member, and any committee of a lunatic member, and any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, subject to the regulations as to transfers hereinbefore contained, transfer such shares to himself, or to any other person.

COMPULSORY RETIREMENT.

46.—The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this clause subjoined), and unless within fourteen days afterwards the holder shall give to the Company notice of his desire to transfer the same, he shall be deemed at the expiration of that period, to have given a transfer notice in accordance with clause 36 hereof, and to have specified therein the amount paid up on the shares as the sum he fixes as the fair value. For the purpose of this clause any person entitled to transfer a share under the last preceding clause shall be deemed the holder of such share.

47.—No Shareholder (other than a Director) or Meeting of Shareholders shall be entitled to require any information concerning any part of the Company's trading, or to enquire into the method, means or processes, used or adopted by the Company, or the price at which, or the persons or firms from, or to whom, the Company purchases or sells any raw, manufactured or other material or goods, or the quantity or weight of any material or goods in stock, or any matter connected with the internal working of the Company, or respecting any patent, trade secret, or mystery of trade, or regarding the conduct of the Company, or to inquire into or seek any information which the Directors in their discretion may consider it inexpedient to afford, and no Shareholder (other than a Director) shall be entitled to enter into or upon any of the premises of the Company, or to inspect any of the working books, papers, or documents of the Company, or in anywise to interfere with the management or conduct of the business of the Company.

48.--If any Shareholder acts in the opinion of the Directors contrary to or against the purport and intent of the last preceding clause, or directly or indirectly carries on, institutes, supports, maintains, or threatens any action or other proceedings whatsoever against the Company, or against the Directors, or any of them, in their capacity as such, (save and except proceedings to recover payment of a debt or damages for breach of contract on a trading transaction with the Company,) then such shareholder shall, if the Directors require it, transfer his shares to the Directors or to their nominee, at the market price, to be ascertained as provided in clause 38.

INCREASE AND REDUCTION OF CAPITAL.

49.—The Company in general meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

50.—The new shares shall be issued upon such terms and conditions, with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and if no direction shall be given, as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company, and with a special or without any right of voting, and all such shares must in the first instance be offered to the existing members for the time being. Such offer shall be made by notice specifying the number of shares authorised to be issued and the terms of issue, and stating that the members are at liberty to tender for the same during a period to be specified in the notice and not being less than seven days from the date thereof. Each member shall be at liberty to make a tender in writing, delivered at the office within the period aforesaid, for such shares or any of them on the terms specified, and the Directors shall allot the shares to the members who so tender, and in the event of more shares being tendered for than are authorised to be issued the shares shall (as nearly as may be) be allotted to the tendering members in proportion to the capital already held by them respectively. The Directors shall decide by lot or otherwise any difficulty as to such allotment.

51.—If at any time the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attaching to each class may be modified by agreement between the Company, and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meetings shall *mutatis mutandis* apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy two-thirds of the nominal amount of the issued shares of that class.

52.—Except so far as otherwise provided, capital raised by the creation of new shares shall be subject to the provisions herein contained relating to transfer and transmission, forfeiture, lien

53.—The Company may from time to time pay dividends in cash or in kind on its capital, or cancelling capital which has been paid up, or on the liability on the shares or otherwise as the directors may think fit, or may consolidate its shares, or any of them.

54.—The special resolution whereby an holders of the shares resulting from such over the other or others, and that the pro. appropriated accordingly.

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55.—The Directors may from time to time apply out of the funds of the Company such sums of money for the purposes of the Company as they may think fit.

56.—The Directors may raise or secure such terms and conditions in all respects as they may think fit, any debenture stock of the Company, whether now or hereafter issued (both present and future), including its u

57.--Every debenture or other security shall be assignable free from any equities of holders.

58.—Any debentures, bonds, or other securities

59.—The Directors shall cause a proper record to be kept of all mortgages and Companies' Act, 1862, of all mortgages and

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60.--The first general meeting shall be held (within three months after the registration of the Company) and

61.—Subsequent general meetings shall be called by the Company in general meeting, and a meeting shall be held in the month of May or June, the date of which may be determined by the Directors.

62.—The above mentioned general meetings of the Company shall be called ex

63.—The Directors may whenever they t

64.—Seven clear days' notice at the least of an extraordinary meeting, the purpose of which is to be determined by the meeting or by notice sent by post or otherwise to the members, shall be given in writing, and adjourned for twenty-one days or more, at such adjourned meeting shall be given in li-

65.—The accidental omission to give at any resolution passed at any such meeting.

PROCEEDINGS

66.—The business of an ordinary meeting is the reports of the Directors and of the Auditors, the declaration of dividends, and to transact any other business which may be brought before it at an ordinary meeting. All other business is to be transacted at an extraordinary meeting.

67.—Three members personally present of a chairman, the declaration of a dividend purposes the quorum for a general meeting than three in number, and holding, or representing, at least one-third of the paid-up issued capital of the Company. No business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the meeting.

68.—The Chairman of the Directors shall preside, or, if there be no Chairman, or, if at any time after the time appointed for holding such meeting there shall be no Chairman, or no Chairman, and, if no Director be present, then the members present shall choose one

69.—If within half-an-hour from the time the meeting shall stand adjourned to the next day, and if at such adjourned meeting a quorum be a quorum, and may transact the business.

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69.—If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

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st 100 shares in the Company,

88.—Any vacancy in the office of Director may be filled up by an extraordinary general meeting, and any extraordinary general meeting may at any time remove any Director, and appoint any other person in his place. For the purposes of exercising any of the powers conferred on a general meeting by this clause, any member or members holding not less than one-fifth of the issued capital of the Company may convene an extraordinary general meeting.

89.—A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

90.—The Company in general meeting may, from time to time, increase or reduce the number of Directors, and may also determine in what manner or rotation such increased or reduced number is to go out of office.

91.—The office of a Director shall be vacated—

- (1) If he becomes bankrupt or suspends payment or compounds with his creditors.
- (2) If he is found lunatic or becomes of unsound mind.
- (3) If he ceases to hold the required amount of shares to qualify him for office, or does not acquire the same within three months after election or appointment.

92.—A Director may hold any other office under the Company in conjunction with that of Director.

93.—No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise; nor shall any such contract or any contract entered into by or on behalf of the Company, with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract, by reason only of such Director holding that office, or of the fiduciary relation thereby established, but the nature of his interest shall be disclosed by him at the meeting of Directors at which such contract is determined on or confirmed, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and no Director shall as such vote in respect of any such contract in which he is so interested, but this prohibition shall not apply to any contract of purchase under clause 3 hereof, nor to a contract in the ordinary course of the Company's business.

94.—The Company in general meeting may from time to time fix the sums to be paid to the Directors for their services out of the funds of the Company.

95.—Until otherwise determined by extraordinary resolution the Directors for the time being shall continue to hold office, subject only to clauses 89, 90, and 91, hereof.

PROCEEDINGS OF DIRECTORS.

96.—The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

97.—A Director may at any time, and the Secretary shall at any time upon the request of a Director, convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes. Each Director shall have one vote for every share held by him and votes may be given either personally or by proxy, but a proxy must be one of the Directors and must be appointed in writing under the hand of the appointor.

98.—The said William Lumb shall be the first Chairman of the meetings of Directors, but if at any meeting the Chairman is not present at the time appointed for holding the same the Directors present shall choose some one of their number to be Chairman of such meeting. Any future Chairman shall be elected by the Directors who shall determine for what period he is to hold office.

99.—A meeting of the Directors for the time being at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions, by or under the regulations of the Company for the time being, vested in, or exercisable by, the Directors generally.

100.—The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.

101.—The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding clause.

102.—All acts done at any meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

103.—A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

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

POWERS OF DIRECTORS.

105.—The business of the Company shall be managed by the Directors, who may pay all costs charges, and expenses, preliminary and incidental to the formation, establishment, and registration of the Company, and of placing the shares of the Company, and may exercise all such powers of the Company as are not by statute, or by these articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these articles, to the provisions of the statutes, and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

106.—The Directors may from time to time entrust to or confer upon anyone or more of their number such of the powers of the Directors as they may think fit, and in particular power, at the discretion of the Directors or Director so entrusted, to appoint and employ, and at the like discretion to remove, suspend, or dismiss such managers, clerks, agents, servants, and other workpeople, for permanent, temporary, or special services, and to determine their duties, and to fix their salaries, wages, or emoluments, and to require security in such instances, and to such amount as the Directors or Director so entrusted think expedient. Such powers may be conferred for such time, and to be exercised in such manner for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors think expedient, and they may confer such powers either generally or in any particular instance, or for any particular purpose, and either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

107.—Without prejudice to the general powers conferred by the last two preceding clauses, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:—

- (i.) To pay the costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of the Company.
- (ii.) To purchase or otherwise acquire for the Company any property rights or privileges, which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.
- (iii.) At their discretion, to pay for any rights acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up, or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.
- (iv.) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.
- (v.) To appoint and at their discretion remove or suspend, such managers, secretaries, officers, clerks, agents, and servants for permanent, temporary, or special services as they may from time to time think fit and to determine their duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (vi.) To accept from any member on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.
- (vii.) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (viii.) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
- (ix.) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (x.) To make and give receipts, releases and other discharges, for money payable to the Company, and for the discharge of demands of the Company.
- (xi.) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (xii.) From time to time to provide for the management of the affairs of the Company abroad, in such manner as they think fit, and in particular to appoint any person to be the attorney or agents of the Company with such power, including power to sub-delegate, and upon such terms as may be thought fit.

- (xiii.) To invest and deal with any of the purposes thereof upon such terms as they think fit, from time to time to vary or re-
- (xiv.) To execute in the name and on behalf of the Company, any person, who may incur or be answerable, for the benefit of the Company, and future, as they think fit, and other powers, covenants, and provisions.
- (xv.) To give to any officer, or other person, any part of the profits of the Company, and such commissions, and working expenses of the Company.
- (xvi.) Before recommending any dividend, to set aside out of the profits of the Company such sum as they think proper as a reserve fund, or for repairing, improving, or otherwise using the property of the Company, for such other purposes as they think fit, and for the interests of the Company, and investments as they may think fit, and divide the reserve fund into such parts as they think fit.
- (xvii.) From time to time to make any business of the Company, its officers, or agents, in any section thereof.
- (xviii.) To enter into all such negotiations, and to execute and do all such acts as they may consider expedient for the purposes of the Company.

108. The Directors shall provide for the execution of every instrument by the authority of the Directors, and at least, who shall sign every instrument to be executed.

109.—Subject to the rights of members of the Company shall belong to the members by them respectively. Provided nevertheless that the provisions of Clause 20 hereof, upon the footing that the carrying interest, confer a right to participate in the profits.

110.—The Company in general meeting may alter or amend its rights and interests in the profits.

111.—No dividend shall be payable to any member of the Company. The declaration of the Directors shall be conclusive.

112.—The Directors may from time to time declare and pay interim dividends, and justify the same.

113.—The Directors may deduct from any dividend due and payable by him to the Company, any sum due to him by the Company.

114.—A transfer of shares shall not be valid until the registration of the transfer.

115.—In case several persons are registered as joint holders of any share, any one of them may give effectual receipts for all or any of such share.

116.—All dividends unclaimed for one year after they have been made use of by the Directors for the benefit of the Company for five years after having been declared shall be paid to the Company. No dividend shall bear interest.

117.—The Directors shall cause true and correct accounts to be kept of the business of the Company, and of the assets, credits, and liabilities.

- (xiii.) To invest and deal with any of the monies of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.
- (xiv.) To execute in the name and on behalf of the Company, in favour of any director or other person, who may incur or be about to incur any personal liability, whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property, present and future, as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions, as shall be agreed on.
- (xv.) To give to any officer, or other person employed by the Company, a commission on the profit of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of profits, shall be treated as part of the working expenses of the Company.
- (xvi.) Before recommending any dividend, to set aside out of the profits of the Company, such sum as they think proper as a reserve fund to meet contingencies, or for equalising dividends, or for repairing, improving and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit.
- (xvii.) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers and servants, or the members of the Company, or any section thereof.
- (xviii.) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

THE SEAL.

108. The Directors shall provide for the safe custody of the seal and the seal shall never be used except by the authority of the Directors previously given, and in the presence of two Directors at the least, who shall sign every instrument to which the seal is affixed.

DIVIDENDS.

109.—Subject to the rights of members entitled to shares issued upon special conditions, the profits of the Company shall belong to the members in proportion to the amount paid up on the shares held by them respectively. Provided nevertheless, that where money is paid up in advance of calls under Clause 20 hereof, upon the footing that the same shall carry interest, such money shall not, whilst carrying interest, confer a right to participate in profits.

110.—The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits.

111.—No dividend shall be payable except out of the profits arising from the business of the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

112.—The Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment, the position of the Company justifies.

113.—The Directors may deduct from the dividends payable to any member, all such sums of money as may be due and payable by him to the Company on account of calls, instalments, or otherwise.

114.—A transfer of shares shall not pass the right to any dividends declared thereon before the registration of the transfer.

115.—In case several persons are registered as the joint holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

116.—All dividends unclaimed for one year after having been declared, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for five years after having been declared, may be forfeited by the Directors for the benefit of the Company. No dividend shall bear interest as against the Company.

ACCOUNTS.

117.—The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company.

118.—The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit.

119.—The Directors shall from time to time determine whether and to what extent, and at what time and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the members; and no member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Directors, or by resolution of a Company in general meeting.

120.—At the ordinary meeting in every year the Directors shall lay before the Company a balance sheet, containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting, from the time when the last preceding balance sheet was made.

AUDIT.

121.—Once at least in every year, the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained by one or more auditor or auditors.

122.—The first auditor or auditors shall be appointed by the Directors; subsequent auditors shall be appointed by the Company at the ordinary meeting in each year. The remuneration of the auditors shall be fixed by the Directors. Any auditor quitting office shall be eligible for re-election.

123.—If one auditor only is appointed, all the provisions herein contained relating to auditors, shall apply to him.

124.—The auditors may be members of the Company, but no person shall be eligible as an auditor who is interested, otherwise than as a member of the Company, in any transaction thereof and no Director or other officer shall be eligible during his continuance in office.

125.—If any casual vacancy occurs in the office of auditor, the Directors shall forthwith fill up the same.

126.—The auditors shall be supplied with copies of the balance-sheet intended to be laid before the Company in general meeting seven days at least before the meeting to which the same is to be submitted, and it shall be their duty to examine the same with the accounts and vouchers relating thereto and to report to the Company in general meeting thereon.

127.—The auditors shall at all reasonable times have access to the books and accounts of the Company.

128.—Every account of the Directors, when audited and approved by a general meeting, shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

129.—A notice may be served by the Company upon any member whose registered place of address is in the United Kingdom, either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of address.

130.—Each holder of registered shares whose registered place of address is not in the United Kingdom, shall, from time to time, notify in writing to the Company, some place in England to be called his address for service, and any notice may be served by the Company upon such member by sending it through the post in a prepaid letter addressed to him at his address for service. Until such notification shall have been given, the office shall be deemed to be the address for service of such member.

131.—All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

132.—Any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

133.—Any notice or document delivered or sent by post to, or left at the registered address of any member in pursuance of these presents, shall notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors, or administrators, and all persons, if any, jointly interested with him or her in any such shares.

134.—Where a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

135.—Whenever any difference between members, their executors, administrators, or construction, or the incidents of anything then or thereafter done, or of the statutes, or touching any or to these presents, or to the difference shall be referred to the difference, or if they cannot agree whom one shall be appointed by each of the two arbitrators.

136.—The costs of, and incident to the arbitrator, arbitrators, or umpire direct the same to be taxed as between solicitor and client, and in what manner.

137.—The submission to arbitration, 1889, or any then subsisting rule or order of Her Majesty's High Court of Justice, or any such party may instruct counsel to

138.—If the Company shall be wound up, the whole of the paid-up capital, shall be, the losses shall be borne by the members to have been paid up, on the share capital. But this clause is to be without prejudice to special conditions.

139.—If the Company shall be wound up, with the sanction of an extraordinary general meeting of the Company, the Company in trustees, upon such terms and conditions, shall think fit

140.—Every Director, Manager, or other officer of the Company, shall be indemnified by the Company against all costs, charges, and expenses incurred by him in or about the business of the Company, to pay all costs, charges, and expenses incurred or become liable to by reason of such Office or Servant, or in any such indemnity is provided, shall be borne by the Company, and have priority as between the members.

141.—No Director or other Officer of the Company shall be liable for any defaults of any other Director or Officer of the Company, or through the insufficiency of, or default of, any other Director or Officer of the Company, or upon which any of the monies of the Company are invested, or arising from the bankruptcy, insolvency, or effects shall be deposited, shall happen in the execution of the same happen through his own will.

142.—Any notice or other document may be served by leaving the same or sending it by post to the registered address of the Director, Secretary, or other authorised person.

143.—The Company may from time to time make such regulations for the management of the business of the Company, or in addition to all or any of the regulations so made, and for the Company, of the same validity as if made by the Company, shall be subject in like manner to be

ARBITRATION.

135.—Whenever any difference arises between the Company on the one hand, and any of the members, their executors, administrators, or assigns, on the other hand, touching the true intent or construction, or the incidents or consequences of these presents, or of the statutes, or touching anything then or thereafter done, executed, omitted, or suffered in pursuance of these presents, or of the statutes, or touching any breach, or alleged breach, or otherwise relating to the premises, or to these presents, or to the statutes, or to any of the affairs of the Company, every such difference shall be referred to the decision of an arbitrator, to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, of whom one shall be appointed by each of the parties in difference, or an umpire to be appointed by the two arbitrators.

136.—The costs of, and incident to, any such reference and award, shall be in the discretion of the arbitrator, arbitrators, or umpire respectively, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or otherwise, and award by whom and to whom, and in what manner the same shall be borne and paid.

137.—The submission to arbitration shall be subject to the provisions of the Arbitration Act, 1889, or any then subsisting statutory modification thereof, and shall be made a rule or order of Her Majesty's High Court of Justice, upon the application of either party, and such party may instruct counsel to consent thereto for the other parties.

WINDING UP.

138.—If the Company shall be wound up, and the surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, on the shares held by them respectively at the commencement of the winding up. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions.

139.—If the Company shall be wound up, the liquidators (whether voluntary or official) may with the sanction of an extraordinary resolution divide among the contributories in specie any part of the assets of the Company, and may with the like sanction, vest any part of the assets of the Company in trustees, upon such trusts for the benefit of the contributories as the liquidators, with the like sanction, shall think fit.

GENERAL.

140.—Every Director, Manager, Secretary, and other Officer or Servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses, and expenses which any such Officer or Servant may incur or become liable to by reason of any contract entered into, or act, or deed, done by him as such Officer or Servant, or in any way in the discharge of his duties; and the amount for which such indemnity is provided, shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

141.—No Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for any loss or expense happening to the Company through the insufficiency of, or deficiency of, title to any property acquired by order of the Directors, for, or on behalf of the Company, or for the insufficiency or deficiency of any security, in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any monies securities, or effects shall be deposited, or for any loss, damage, or misfortune whatever, which shall happen in the execution of the duties of his respective office, or in relation thereto, unless the same happen through his own wilful act or default.

142.—Any notice or other document required to be served upon the Company, may be served by leaving the same or sending it in a prepaid letter, addressed to the Company at the office; and any notice requiring authentication by the Company, may be in writing signed by any Director, Secretary, or other authorized Officer of the Company.

143.—The Company may from time to time, and at any time by special resolution, alter all or any of the regulations of the Company for the time being, and make new regulations to the exclusion of, or in addition to all or any of the regulations for the time being of the Company, and the regulations so made, and for the time being in force shall be deemed to be regulations of the Company, of the same validity as if they had been originally contained in these presents, and shall be subject in like manner to be altered or modified by any subsequent special resolution.

 NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

X William Lamb, Park Drive, Kuddersfield
 woollen spinner
 X Jesse Lamb, Park Drive, Kuddersfield
 woollen spinner
 X Jackson, Park Drive, Kuddersfield
 woollen spinner
 X Sarah Anne Lamb, Park Drive, Kuddersfield, spinner
 X Mary Lamb, Park Drive, Kuddersfield, spinner
 X Elizabeth Lamb, Park Drive, Kuddersfield, spinner
 X Annie Lamb, Park Drive, Kuddersfield, spinner

Dated the nineteenth day of October, 1891.

Witness to the signatures of William Lamb
 Jesse Lamb, Joe Lamb, Sarah Anne Lamb
 Mary Lamb and Annie Lamb

Wm. Gausden

Solicitor Westgate Kuddersfield

Witness to the signature of Elizabeth Lamb

Samuel Kenworthy

Hydrographic Engr. & Proprietor

The Limes 57 Bath St. Southport

DATED *19th October* 1891

The Companies' Acts, 1862 to 1890.

Memorandum

AND

Articles of Association

OF

JOSEPH LUMB & SONS,
LIMITED.

INCORPORATED

1891

RAMSDEN, SYKES & RAMSDEN,

SOLICITORS,

HUDDERSFIELD.

J. Broadbent & Co., Printers, New Street, Huddersfield.

DUPLICATE FOR THE FILE.

No. 35049 C.



N.L. 34118.

Certificate of Incorporation

OF ~~THE~~

Joseph Lumb & Sons, Limited.

I hereby Certify, That ~~the~~

Joseph Lumb & Sons, Limited,

is this day Incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

Given under my hand at London, this Twenty fourth day of October, One

Thousand Eight Hundred and Ninety One.

Fees and Deed Stamps £ 35.

Stamp Duty on Capital £ 200.

Registrar of Joint Stock Companies.

Certificate received by Ramaden Radcliffe & Co
80 Coleman Street
EC

Date 27 Oct-1891

[SEE BACK]

ARMITAGE & NORTON.
CHARTERED ACCOUNTANTS.

WILLIAM HENRY ARMITAGE.
GEORGE PEPLER NORTON.

TELEGRAMS.	TELEPHONE
ARMITAGE NORTON { HUDDERSFIELD.	NO 837.
	NO 1081
	NO 82.
	NO 88.

LONDON AGENTS,
PRATT, NORTON & CO, CHARTERED ACCOUNTANTS,
8, OLD JEWRY, CHAMBERS, E.C.

LOCAL PARTNERS,
WILFRED HORSFALL HUGHES.
HERBERT BYKES.

W.H.H.

Huddersfield, 4th March, 1903.

AND AT BRADFORD, DEWSBURY & HALIFAX.

The Registrar of Joint Stock Companies,
Somerset House, London.

Dear Sir,

Joseph Lumb & Sons Limited.

We are in receipt of your letter returning the return of allotments in connection with this Company which we have corrected and now enclose herewith. With regard to the date upon which the allotments have been made, the date stated in the return is the correct date, viz:- the 2nd May 1902, but by an oversight the fact of the allotment having been made was not duly registered.

We shall be glad to have the acknowledgement in due course.

The Vancouver Land & Securities Corporation Limited
and Reduced (in liquidation)

We have received the office copy of the special resolution herein for which we are obliged, and enclose the receipt herewith.

Yours faithfully,

Armitage & Norton



71049/27

1049/27

JOSEPH LUMB & SONS, LIMITED.

SPECIAL RESOLUTION.

Passed 24th April, 1908.

Confirmed 15th May, 1908.

At EXTRAORDINARY GENERAL MEETINGS of the above-named Company, duly convened and held respectively on the 24th day of April, 1908, and the 15th day of May, 1908, the subjoined Special Resolution was duly passed and confirmed:—

That the Articles of Association of the Company be altered in manner following:—

1. The following Article shall be inserted after Article 6, and
- 6a. The Company is intended to be a private Company within the meaning of the Companies' Act, 1907, and accordingly the following provisions shall have effect:—
- (1) The right to transfer the shares shall be restricted as mentioned in Article 43.
 - (2) The number of members of the Company (exclusive of persons who are in the employment of the Company) shall be limited to 50.
 - (3) There shall be no invitation to the public to subscribe for any shares or debentures of the Company.

2. Article 43 shall be cancelled and the following Article shall be substituted, namely:—

43. No transfer of a share or shares shall be made without the previous approval of the Directors, and the Directors may withhold such approval,

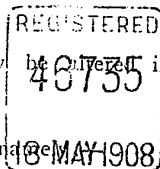
- (1) If the Company has a lien on the share or shares;
- (2) If they do not approve of the proposed transferee, (unless the transferee is already a member or comes within Article 42);
- (3) If they consider that the proposed transferee is a competitor in trade of the Company;
- (4) If the effect of the transfer will be to increase the number of members (exclusive of persons who are in the employment of the Company) beyond the limit of 50, mentioned in Article 6a.

3. The following Articles shall be inserted after Article 59, namely:—

59a. The said register shall be open to inspection as provided by the said section, and also as provided by section 17 of the Companies' Act, 1907. The fee payable by persons other than creditors or members of the Company shall be one shilling for each inspection.

59b. The register of mortgages and debentures may be closed for a period of thirty days preceding the Ordinary General Meeting in each year.

59c. The Directors shall duly comply with the requirements of Section 10 of the Companies' Act, 1907, in regard to the registration of mortgages and charges therein specified and otherwise.



4. Article 61 shall be cancelled and the following Article shall be substituted, namely :—

61. Subsequent General Meetings shall be held once in every calendar year, at such time and place as may be determined by the Directors being not more than fifteen months after the holding of the last preceding General Meeting.

5. Articles 63 shall be cancelled and the following Article shall be substituted, namely :—

63. The Directors may, when they think fit, and shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith, proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect :—

- (1) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
- (2) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.
- (3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a Special Resolution; and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.
- (4) Any meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

6. Article 71 shall be cancelled and the following Article shall be substituted, namely :—

71. At any General Meeting, unless a poll is demanded by not less than two persons entitled to vote at such meeting or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-fifth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

7. The following Article shall be inserted after Article 77, namely :—

77a. Any company being a member of the Company may, by minute of the Directors, authorise any of its officials or any other person to act as its representative at any meeting of the Company, and such representative shall be entitled to exercise the same functions on behalf of the Company which he represents as if he had been an individual shareholder.

8. The following Article shall be inserted after Article 95, namely :—

95a. The Company shall keep at its Office a register containing the names and addresses and occupations of its Directors or Managers, and shall send to the Registrar of Joint Stock Companies a copy of such register, and shall from time to time notify to the Registrar any change that takes place in such Directors or Managers.

9. Articles 122, 124, 125, 126 and 127 shall be cancelled and the following Articles shall be substituted, namely :—

122. The Auditors shall be appointed by the Company at each Ordinary General Meeting, and the Auditors so appointed shall hold office until the next Ordinary General Meeting. Provided that a person other than a retiring Auditor shall not be capable of being appointed

Auditor at an
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to the retiring
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3

Auditor at an Ordinary General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a shareholder to the Company not less than fourteen days before the Ordinary General Meeting, and the Company shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the shareholders, in the manner in which notices are herein directed to be served, not less than seven days before the Ordinary General Meeting. Provided also that if after a notice of the intention to nominate an Auditor has been so given, an Ordinary General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision be sent or given at the same time as the notice of the Ordinary General Meeting.

122. If an appointment of Auditors is not made at an Ordinary General Meeting, the Board of Trade may, on the application of any member of the Company, appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

124. The Auditors may be members of the Company, but no Director or Officer of the Company shall be capable of being appointed Auditor.

125. The Directors of the Company may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditors (if any) may act.

125a. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed to fill any vacancy may be fixed by the Directors.

126. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

127. The Auditors shall make a report to the shareholders on the accounts examined by them, and on every balance-sheet laid before the Company in General Meeting during their tenure of office, and the report shall state:—

- (1) Whether or not they have obtained all the information and explanations they have required; and
- (2) Whether, in their opinion, the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the Company.

The balance-sheet shall be signed on behalf of the Board by two of the Directors, and the Auditors' report shall be attached to the balance-sheet, or there shall be inserted at the foot of the balance-sheet a reference to the report, and the report shall be read before the Company in General Meeting.



Chairman.

35049

JOSEPH LUMB & SONS, LIMITED.

SPECIAL RESOLUTION

Passed 14th March, 1919. Confirmed 31st March, 1919.



At Extraordinary General Meetings of the above-named Company duly convened and held respectively on the 14th day of March, 1919, and the 31st day of March, 1919, the following Special Resolution was duly passed and confirmed:—

1. That the Capital of the Company be increased from £200,000 to £300,000 by the creation of 10,000 new shares of £10 each.

2. Where it is proposed to pass a Special Resolution, the two meetings may be convened by one and the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

3. The Company may, at any time, and from time to time, in General Meeting, resolve that it is desirable to capitalise all or any part of the undivided profits of the Company standing to the credit of the Company's Reserve Fund or Profit and Loss Account, and accordingly that the same be distributed as a bonus amongst the holders of the shares in proportion to the shares held by them respectively, and that the Directors be authorised to distribute amongst them in such proportion fully paid shares equal in amount to the sum which it is resolved to capitalise. When such resolution has been passed, the following provisions shall apply and have effect:—

- (1) The Directors may allot and issue shares equal in amount to the sum which it is resolved to capitalise, such shares to be credited as fully paid up and to be issued to the holders of the outstanding shares in satisfaction of the said bonus, and as nearly as may be in proportion to the shares held by them respectively.
 - (2) The Directors shall have full power to make such provisions by the issue of fractional certificates or otherwise as they think expedient for the case of fractions.
 - (3) Prior to such allotment the Directors may authorise any person on behalf of the holders of such shares to enter into an agreement with the Company providing for the allotment to them of such shares credited as fully paid up and in satisfaction as aforesaid, and any agreement made under such authority shall be effective.
 - (4) It shall be no objection to any Resolution passed under this Resolution that it is passed at the meeting at which this Resolution was confirmed as a Special Resolution, provided that due notice of the intention to propose such first mentioned Resolution shall have been given prior to such confirmatory meeting.
 - (5) Where requisite a proper contract shall be filed under Section 88 of the Companies Consolidation Act, 1908.
 - (6) The provisions of this Resolution shall not prejudice or limit the provisions of any other Articles relating to the Reserve Fund.
4. The above-mentioned provisions shall operate (if and so far as may be necessary) by way of alteration of the existing regulations of the Company.

REGISTERED
48508
15 APR 1919

John Lumb

CHAIRMAN.



63

No. of Certificate

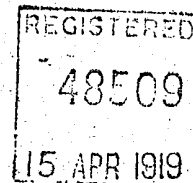
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Form No. 26.

JOSEPH TUMB & SONS LIMITED

COMPANY, LIMITED

STATEMENT of Increase of Nominal Capital, pursuant to s. 112 of 54 & 55
Vict. ch. 39 (Stamp Act, 1891), as amended by s. 7 of 62 & 63 Vict. ch. 9 (Finance
Act, 1899). (NOTE.—The Stamp Duty on an Increase of Nominal Capital is Five
Shillings for every £100 or fraction of £100.)



This Statement is to be filed with the Notice of Increase registered under
section 44 of the Companies (Consolidation) Act, 1908. If not so filed within 15 days after
the passing of the Resolution by which the Registered Capital is increased, Interest on the
Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also
payable (s. 5, Revenue Act, 1903).

Presented for Registration by

Ramsden Sykes & Ramsden
Solicitors

Station Street Buildings,
Huddersfield.



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

The NOMINAL CAPITAL of the JOSEPH LUMB & SONS

Company, Limited,

has by a Resolution of the Company dated 31st March 1919

been increased by the addition thereto of the sum of £ 100,000, divided into

10,000-----Shares of £ 10----- each beyond the Registered Capital of

£200,000.

Signature *Chas. J. ...*

Description Secretary

Date 31st March 1919

This Statement must be signed by the Manager or by the Secretary of the Company.

No. 833.

135049 150
60910
THE COMPANIES (CONSOLIDATION) ACT, 1908.

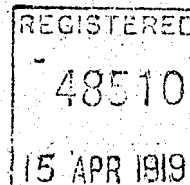


Notice of Increase in the Nominal Capital

of the JOSEPH LUMB & SONS LIMITED

Company

Pursuant to Section 44.



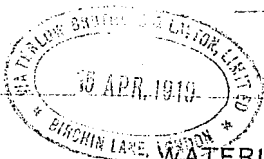
This Notice should be signed by the Manager or by the Secretary of the Company, on page 2.

Presented for Filing by

Ramsden Sykes & Ramsden

Solicitors Station Street Buildings

Huddersfield.

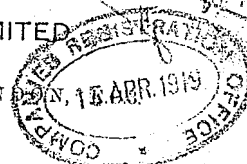


PUBLISHED AND SOLD BY

WATERLOW BROS. & LAYTON, LIMITED

Company Printers and Registration Agents.

WATERLOW HOUSE, BIRCHIN LANE, LONDON.



NOTICE

Of increase in the Nominal Capital of the

JOSEPH LUMB & SONS LIMITED

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The JOSEPH LUMB & SONS LIMITED

hereby give you notice, in accordance with Section 44 of "The Companies (Consolidation) Act, 1908," that by a Resolution of the Company dated the 31st day of

March 1919 the Nominal Capital of the Company has been increased

by the addition thereto of the sum of One hundred thousand pounds

(£100,000) Pounds divided into Ten thousand

Shares of Ten pounds each,

beyond the Registered Capital of Two hundred thousand pounds

(£200,000) Pounds

Dated the Thirtyfirst

day of March 1919

Signature

John Gas
Secy. Secretary

* * This Notice should be signed by the Manager or by the Secretary of the Company.

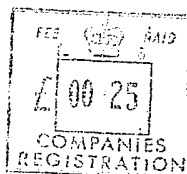
NOTE.—This margin is reserved for binding, and must not be written across.

No. 35,049C.

102



THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.

Special Resolutions

OF

JOSEPH LUMB & SONS, LIMITED

Passed 20th August, 1963

At an Extraordinary General Meeting of the above-named Company duly convened and held on Tuesday, the 20th day of August, 1963, the following Resolutions were duly passed as Special Resolutions:

REGISTERED

22 AUG 1963

SPECIAL RESOLUTIONS.

1. That the capital of the Company be increased to £554,000 by the creation of 25,400 Ordinary Shares of £10 each ranking *pari passu* in all respects with the existing Ordinary Shares in the capital of the Company.
2. That (subject to the separate consent of the holders of the 4,600 issued Ordinary Shares of £10 each in the capital of the Company which are held in trust for the Company) the 4,600 issued Ordinary Shares of £10 each in the capital of the Company which are registered in the name of the Midland Bank Executor and Trustee Company Limited of 33/35 Park Row, Leeds, Yorkshire be and the same are hereby converted into 4,600 "A" Shares of £10 each and that such "A" Shares shall be subject to the following restrictions that is to say:—
 - (i) they shall have no vote at any General Meeting of the Company;
 - (ii) they shall have no right to participate in the profits of the Company in any year or other period for which the Accounts of the Company shall be made up;
 - (iii) they shall not be entitled to any return of capital in a winding up unless and until the nominal amount paid up or credited as paid up on the Ordinary Shares in the capital of the Company then in issue shall have been repaid in full; and
 - (iv) in a winding up they shall not be entitled to share in any assets which may remain after the nominal amount paid up or credited as paid up on all the then issued shares in the capital of the Company shall have been repaid.
3. That the provisions of Table "A" Part II of the Companies Act, 1948 be and they are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles of Association of the Company. Provided that the following Article shall be added thereto to be numbered 135 (A):—

"135 (A). If the Company shall be wound up the assets of the Company available for distribution among the Members shall be applied first in repaying to the Holders of the issued Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; secondly in repaying to the Holders of "A" Shares the amounts paid up or credited as paid up on such "A" Shares respectively and the balance, if any, shall be distributed among the Holders of the issued Ordinary Shares in proportion to the number of such Ordinary Shares held by them respectively."
4. That subject to the due passing of the foregoing Resolutions numbered 1 and 2 it is desirable to capitalise the sum of £254,000 being part of the amount standing to the credit of the Profit and Loss Account of the Company and that such sum of £254,000 be applied in paying up in full 25,400 unissued Ordinary Shares of £10 each in the capital of the Company and that such shares be appropriated to and distributed among those persons who shall be the holders of the issued Ordinary Shares in the capital of the Company at the time of the passing of this Resolution in the proportion to the Ordinary Shares held by them respectively and that the Directors be and they are hereby authorised and directed to appropriate the said sum of £254,000 and issue the 25,400 Ordinary Shares of £10 each upon the terms that they shall rank *pari passu* in all respects with the existing Ordinary Shares in the capital of the Company.

LONDON, E.C.2.

H&S 5704

17, THROGMORTON AVENUE

SOLICITORS,

ASHURST, MORRIS, CRISP & CO.,

J. R. JACKSON,

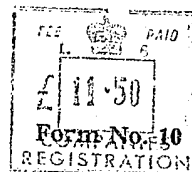
Secretary.

17/8

Number of
Company

35,049 0

103



THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the
Name
of the
Company

JOSEPH LUMB & SONS,

LIMITED

REGISTERED
22 AUG 1963

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).

Presented by

ASHURST, MORRIS, CRISP & CO.

17, Throgmorton Avenue,

London, E.C.2.

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 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; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

To THE REGISTRAR OF COMPANIES.

JOSEPH LULB & SONS, Limited, hereby gives you notice, pursuant to
Section 63 of the Companies Act, 1948, that by a * Special
Resolution of the Company dated the 20th day of August 1963
the Nominal Capital of the Company has been increased by the addition thereto of
the sum of £ 254,000 beyond the Registered Capital
of £ 500,000

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
25,400	Ordinary	£10 (Ten pounds)

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)
subject to which the new shares have been, or are to be, issued are as follows:—
ranking pari passu in all respects with the existing Ordinary Shares
in the Capital of the Company.

. If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature [Signature]

State whether Director } Director and Secretary
or Secretary }

Dated the 20th day of August 1963.

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

Number of
Company

35,049 3/104

Form No. 26a

THE STAMP ACT 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES



1870

Statement of Increase of the Nominal Capital

OF

JOSEPH LUB & SONS,

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

REGISTERED

22 AUG 1963

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

ASHURST, MORRIS, CRISP & CO.,

17, Fitzrovia Avenue,

LONDON, E.C.2.

The Solicitors' Law Stationery Society, Limited.

2 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 2; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

F9772.20-5-62

Companies 6B

[P.T.O.]

01380

THE NOMINAL CAPITAL

OF

JOSEPH LULE & SONS,

Limited

has by a Resolution of the Company dated

20th August, 1963 been increased by

the addition thereto of the sum of £254,000,

divided into :—

25,400

Shares of £10 each

Shares of each

beyond the registered Capital of £300,000

Signature



(State whether Director or Secretary) Director and Secretary

Dated the 20th day of August, 1963.

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

No. 35049C

110.



THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

SPECIAL RESOLUTION

- of -

JOSEPH LUMB AND SONS, LIMITED.

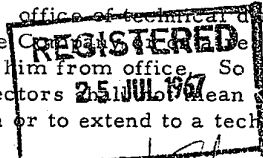
AT an EXTRAORDINARY GENERAL MEETING of the above Company
duly convened and held at Folly Hall Mills, Huddersfield, on the 6th day of
July 1967, the sub-joined Resolution was duly passed as a SPECIAL
RESOLUTION, namely:-

RESOLUTION

That the Articles of Association of the Company (Table 'A')
be and the same are hereby altered and added to by inserting
after Article 78 the following new Article as Article 78(a)
that is to say:-

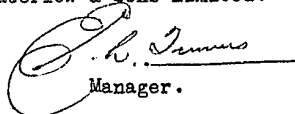
" TECHNICAL DIRECTORS.

Without prejudice to the other powers both general and
special conferred by these presents the directors shall have
power at any time and from time to time to appoint any of the
managers or other employees of the Company to attend meetings
of directors and to advise and assist the directors. Any person
so appointed (hereinafter called a "technical director") shall not
be a member of the Board of directors, and shall not require any
qualification, and shall not be entitled to vote at meetings of
directors. Subject as aforesaid, the directors may define and
limit the powers and duties of the technical directors, and may
determine their remuneration which may be in addition to their
remuneration as managers or other employees of the Company
and may be by way of commission or percentage of profits. A
technical director shall not be subject to retirement by rotation
nor shall he be taken into account in calculating either the
number of directors or the number of directors to retire annually
but he shall cease to hold the office of technical director on his
ceasing to be employed by the Company. So much of these
presents as relate to the directors shall not mean or extend to or
be read or construed to mean or to extend to a technical director."



THIS IS TO CERTIFY that this Resolution is produced by
lithographic printing by Waterlow & Sons Limited of London
Wall, E.C.2. and is in accordance with the Companies Act.

For and on behalf of Waterlow & Sons Limited.


Manager.

No. of Company 35049

138
THE COMPANIES ACTS 1948 TO 1980

NC 128910/2. 140

[C.A.40]

REGISTRATION

Special Resolution

pursuant to Section 141 (2) of the Companies Act, 1948.

OF

JOSEPH LUMB & SONS LIMITED

Passed 26th August 19 81

AT an EXTRAORDINARY GENERAL MEETING of the above named
Company, duly convened and held at Highburton, Huddersfield,
West Yorkshire

on the 26th day of August 19 81 the following
Special Resolution was duly passed:—

That the name of the Company be changed to
"A.T.C. Fine Worsted Division Limited".

WATERLOW (LONDON) LIMITED
LAW AGENCY DEPT.
HOLYWELL HOUSE
WORSHIP STREET LONDON EC2A 2EN
TEL. 0705 2100

(signed).....

Director

NW. 200

002334



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 35049

139

I hereby certify that

JOSEPH LUMB & SONS LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

A.T.C. FINE WORSTED DIVISION LIMITED

Given under my hand at Cardiff the

30TH SEPTEMBER 1981

A handwritten signature in dark ink, appearing to read 'P. V. Jones', written over a horizontal line.

Assistant Registrar of Companies

THE COMPANIES ACTS 1862 to 1890
THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

35049
140

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

A.T.C. FINE WORSTED DIVISION LIMITED

Incorporated the 24th day of October, 1891.

HALL, NORTON & ATKINS,
Station Street,
Huddersfield, HD1 1LT.





CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 35049

I hereby certify that

JOSEPH LUMB & SONS LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

A.T.C. FINE WORSTED DIVISION LIMITED

Given under my hand at Cardiff this

30TH SEPTEMBER 1961

Assistant Registrar of Companies

No. 35,049C

THE COMPANIES' ACTS, 1862 to 1890

THE COMPANIES' ACTS, 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

A.T.C. FINE WORSTED DIVISION LIMITED

1. The name of the Company is A.T.C. Fine Worsted Division 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 acquire by purchase the business of Worsted Spinners carried on by Joseph Lumb & Sons, at Folly Hall Mills, Huddersfield, in the County of York, and elsewhere, as a going concern, together with the mills, warehouses, buildings and land, goodwill, plant, machinery and utensils, stock-in-trade, book debts, assets, property, and effects connected with or used in such business.
 - (b) To carry on the trades or businesses of worsted Spinners, Yarn Spinners, Top Makers, Wool Combers, Worsted Manufacturers, Woollen Cloth Manufacturers, Wool Dealers, Yarn Merchants, Woollen Merchants, Bleachers, Dyers and Finishers, in all their branches, and to purchase, prepare, spin, manufacture, and deal in worsted, woollen, cotton, silk and other fibrous substances, products and materials.
 - (c) To carry on any other trade or business of a character similar or analogous to the trades or businesses hereinbefore mentioned, or any business which may seem to the Company to be capable of being conveniently carried on in connection therewith, or may seem to the Company calculated, directly or indirectly, to enhance the value of any of its property or rights, or to further any of its objects.
 - (d) To acquire by purchase, lease, concession, grant, license, or otherwise, such lands, buildings, collieries, mines, minerals, waterworks, leases, underleases, plant, machinery, stock-in-trade, stores, rights, privileges, easements, and other property in the United Kingdom, or any other part of the World, as may from time to time be deemed necessary for carrying on the business of the Company, and to build or erect upon any land of the Company such mills, manufactories, workshops, warehouses, offices and other buildings, and to erect such machinery, and construct such roads, ways, tramways, railway branches or

* Name changed from Joseph Lumb & Sons, Limited on 30th September, 1981.

or sidings, bridges, reservoirs, watercourses, wharves, hydraulic works, and other works or conveniences as may be deemed necessary for the purposes of the Company or any of them, and to hold any property whatsoever, either in the United Kingdom or abroad.

(e) To alter, improve, extend, add to, rebuild, replace, or repair, any buildings, machinery or other property of the Company.

(f) To sell, mortgage, exchange, demise, or otherwise dispose of all, or any portion of the property of the Company as may from time to time be deemed necessary.

(g) To make and carry into effect any arrangement for the total or partial amalgamation of the business of this Company, with that of any other company having objects altogether or in part similar to those of this Company, and upon the terms either that (so far as is consistent with this Memorandum), this Company or the company with which it shall make the arrangement, or some other company, shall carry on the amalgamated business, or that a new company shall be established, to do all such things as may be necessary to carry out any such arrangement, and particularly to take shares, whether fully paid up or not, debentures or securities of any such new or other company as partial or entire payment or consideration, and to hold, sell or otherwise dispose of such shares, debentures, or securities, or to distribute or allot them among the members of this Company.

(h) To purchase or otherwise acquire all or any part of the property and effects, and that with or without taking over all or any of the liabilities, of any company, society, firm, partnership, or person formed for or carrying on or having carried on any business altogether or in part similar to the business of this Company, and to conduct, carry on or liquidate and wind up such business.

(i) To sell, dispose of or transfer the business, property, and undertaking of the Company or any part thereof, in consideration of payment in cash or in shares, whether fully paid up or not, debentures or securities of another company or partly in cash and partly in such shares, debentures, or securities, and either on terms that such shares, debentures, or securities, be distributed in specie amongst the members or otherwise.

(j) To promote any other company and to subscribe for shares, stock or debentures thereof for the purpose of its acquiring all or any of the property and liabilities of this Company, or for any other purposes which may seem directly or indirectly calculated to profit this Company.

(k) To borrow or raise money by the issue of or upon debentures (either to bearer, or registered with or without coupons to bearer, and secured by a trust deed or by mortgage, or otherwise) debenture stock (perpetual or terminable), bonds, mortgages, charges or any other securities founded or based upon all or any of the property of the Company, or of its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit, or upon bills of exchange, promissory notes, or other obligations or securities, or in such other manner as may be deemed necessary, or to receive money on deposit at interest or otherwise.

(l) To apply for and promote any Act of Parliament for enabling the Company to carry any of its objects into effect, and for effecting a modification of the Company's constitution, and to contribute to the expenses of opposing any Bill in Parliament, which may be considered prejudicial to the interests of the Company.

(m) To invest the moneys of the Company upon such securities as may be from time to time determined, other than in the purchase of its own shares; and also to lend money, and particularly to customers and others having dealings with the Company, on such terms as the Company may think fit; also to guarantee the performance of any contract by a customer of, or other person having dealings with the Company.

(n) To establish branches and agencies in Great Britain or elsewhere, and to discontinue and regulate the same.

(o) To acquire by original subscription, purchase or otherwise, and to hold, sell, or otherwise dispose of shares, whether fully paid up or not, stock, debentures, or debenture stock in any other Company, Corporation, or Society, or in any undertaking.

(p) To demise, lease or let the whole or any part of the property of the Company on such terms as the Company shall determine, and to supply power.

(q) To draw and accept, and make, and to endorse, discount, and negotiate bills of exchange, and promissory notes, and other negotiable instruments.

(r) To take out, purchase, or otherwise acquire, or deal with, any patents, patent rights or inventions, copyrights, or secret processes which may be useful for the Company's objects, and to grant licenses to use the same.

(s) To procure for the Company incorporation or constitution of a like character, or as a Societe anonyme, in any foreign country, or in any colony or dependency of the United Kingdom, or in the United States of America, or elsewhere.

(t) To effect assurance on the lives of any debtors to the Company, or on the lives of any other person or persons in whom the Company may have an insurable interest, and to pay the premiums and other moneys required to keep up the policies of assurance out of the moneys of the Company.

(u) To remunerate any person or company for services rendered in placing or assisting to place any of the shares of the Company's capital or debentures or other the securities of the Company.

(v) To establish, manage, or assist churches, chapels, schools, libraries, banks, dispensaries, hospitals, infirmaries, provident societies, clubs, and other institutions for the benefit of persons employed by or having dealings with the Company, and their families and others.

(w) To do all such things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The capital of the Company is £200,000, divided into 20,000 shares of £10 each, with power to increase the capital, and to divide the shares in the capital for the time being into different sums, and to attach thereto, respectively, any preferential, deferred, qualified, or special rights, privileges, or conditions.

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

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each Subscriber
WILLIAM LUMB, Park Drive, Huddersfield, Worsted Spinner	ONE
JESSE LUMB, Park Drive, Huddersfield, Worsted Spinner	ONE
JOE LUMB, Park Drive, Huddersfield, Worsted Spinner	ONE
SARAH ANNE LUMB, Park Drive, Huddersfield, Spinster	ONE
MARY LUMB, Park Drive, Huddersfield, Spinster	ONE
ELIZABETH LUMB, Park Drive, Huddersfield, Spinster	ONE
ANNIE LUMB, Park Drive, Huddersfield, Spinster	ONE

Dated the Nineteenth day of October, 1891.

Witness to the Signatures of William Lumb, Jesse Lumb,
Joe Lumb, Sarah Anne Lumb, Mary Lumb, and Annie Lumb.

WM. RAMSDEN,

Solicitor, 1 Westgate, Huddersfield.

Witness to the Signature of Elizabeth Lumb.

SAMUEL KENWORTHY,

Hydropathic Est. Proprietor,
51 Bath Street, Southport.

NOTE: On 14th March 1919 the capital was increased to £300,000 by the creation of 10,000 shares of £10 each.
: On 20th August 1963 the capital was further increased to £554,000 by the creation of 25,400 Ordinary Shares of £10 each ranking pari passu with the then existing shares and the 4,600 issued Ordinary Shares held in trust for the Company were converted into 4,600 'A' Shares of £10 each having rights as restricted by the Special Resolution number 2 passed on that date and Article 135(A).

No. 35,049C

THE COMPANIES ACTS, 1862 to 1890

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

A.T.C. FINE WORSTED DIVISION LIMITED

That the provisions of Table "A" Part II of the Companies Act, 1948 be and they are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles of Association of the Company. Provided that the following Article shall be added thereto to be numbered 135(A):-

"135(A). If the Company shall be wound up the assets of the Company available for distribution among the Members shall be applied first in repaying to the Holders of the issued Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; secondly in repaying to the Holders of "A" Shares the amounts paid up or credited as paid up on such "A" Shares respectively and the balance, if any, shall be distributed among the Holders of the issued Ordinary Shares in proportion to the number of such Ordinary Shares held by them respectively."

TECHNICAL DIRECTORS.

78(a) Without prejudice to the other powers both general and special conferred by these presents the directors shall have power at any time and from time to time to appoint any of the managers or other employees of the Company to attend meetings of directors and to advise and assist the directors. Any person so appointed (hereinafter called a "technical director") shall not be a member of the Board of directors, and shall not require any qualification, and shall not be entitled to vote at meetings of directors. Subject as aforesaid, the directors may define and limit the powers and duties of the technical directors, and may determine their remuneration which may be in addition to their remuneration as managers or other employees of the Company and may be by way of commission or percentage of profits. A technical director shall not be subject to retirement by rotation nor shall he be taken into account in calculating either the number of directors or the number of directors to retire annually but he shall cease to hold the office of technical director on his ceasing to be employed by the Company or on a resolution of the Board of directors removing him from office. So much of these presents as relate to the directors shall not mean or extend to or be read or construed to mean or to extend to a technical director.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBS CRIERS

WILLIAM LUMB, Park Drive, Huddersfield, Worsted Spinner.

JESSE LUMB, Park Drive, Huddersfield, Worsted Spinner.

JOE LUMB, Park Drive, Huddersfield, Worsted Spinner.

SARAH ANNE LUMB, Park Drive, Huddersfield, Spinster.

MARY LUMB, Park Drive, Huddersfield, Spinster.

ELIZABETH LUMB, Park Drive, Huddersfield, Spinster.

ANNIE LUMB, Park Drive, Huddersfield, Spinster.

Dated the Nineteenth day of October, 1891.

Witness to the Signatures of William Lumb, Jesse Lumb,
Joe Lumb, Sarah Anne Lumb, Mary Lumb and Annie Lumb.

WM. RAMSDEN,

Solicitor, 1 Westgate, Huddersfield.

Witness to the Signature of Elizabeth Lumb.

SAMUEL KENWORTHY,

Hydropathic Estmt. Proprietor,
The Limes, 51, Bath Street, Southport.

This is a true copy of the Memorandum and Articles as at
30th September 1981.


Director

4 South Parade
Leeds
LS1 5TZ

Telephone
National (0532) 430595
International + 44 532 430595
Telex 557489 arnmorg
FAX (0532) 445230

Resident Partners
Anthony Booth
Christopher E Druce
Duncan Hinchliffe
Stanley H Hudson
Peter G Leach
Alan J Morton
Daniel Stone

Consultant
Tom McDonald OBE

Armitage & Norton CHARTERED ACCOUNTANTS

The Directors,
Allied Textile Companies Plc,
Highburton,
HUDDERSFIELD,
WEST YORKSHIRE,
HD8 0QJ

Date 9 October 1987

Our ref

Your ref

Dear Sirs,

We hereby advise you that the partners of Armitage & Norton joined Peat Marwick McLintock with effect from 1 October 1987. Accordingly, we hereby formally tender our resignation as your company's auditors with effect from the date of this letter. We also tender our resignation as auditors to the subsidiary companies listed below:-

ATC Specialist Product & Service Division Limited
ATC Manufacturing Division Limited 176512
ATC Fine Worsted Division Limited 350492
ATC Property Limited 926947
ATC Leasing Limited 980044
Articulation Limited 1687187
Eldon Combing Co. Limited 180069
Bulmer & Lumb (Holdings) Plc 104519
Bulmer & Lumb Limited 512432

There are no circumstances connected with our resignation which we consider should be brought to the notice of members or creditors of the companies.

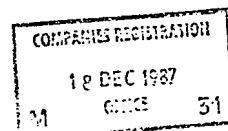
Yours faithfully,

Armitage & Norton

Armitage & Norton

Offices at
Birmingham
Blackpool
Bradford
Dewsbury
Halifax
High Wycombe
Huddersfield
Jersey
Leeds
Leicester
London
Loughborough
Manchester
Preston

Agencies in
all EEC countries
Austria
Canada
Scandinavia
Switzerland
USA



Company Number 35049

The Companies Act 1989

COMPANY LIMITED BY SHARES

ELECTIVE RESOLUTIONS

of

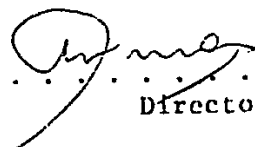
ATC FINE WORSTED DIVISION LIMITED

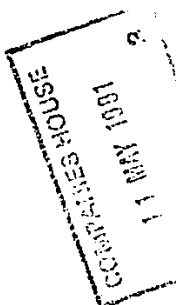
Passed 1st May 1991

At an Extraordinary General Meeting of the above named Company, duly convened and held at the Registered Office of the Holding Company, Allied Textile Companies plc of Highburton, Huddersfield, on 1st May 1991, the following resolutions were passed as elective resolutions:-

T H A T Section 252 (1), (1), of the Companies Act 1989 shall apply to the Company to dispense with the necessity to lay accounts before a general meeting.

T H A T Section 366A (1) of the Company Act 1989 shall apply to the Company to dispense with the necessity to hold an Annual General Meeting of the Shareholders.

.....

Director



G

COMPANIES FORM No. 386

Notice of passing of resolution removing an auditor

386

Please do not
write in
this margin

Pursuant to section 386 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

--	--	--	--

35049

Name of company

* insert full name
of company

* ATC FINE WORSTED DIVISION LIMITED

gives notice that by a resolution passed at a general meeting of the company

on 3rd April 19 91

§ insert name
and address of
removed auditor(s)

§ Messrs. KPMG Peat Marwick McLintockof Station Street Buildings, HuddersfieldPostcode: HD1 1LZ

was removed as auditor before the expiration of his term of office, with effect from

[the passing of the resolution]ø

[_____ 19 _____]ø

ø delete or
complete as
appropriate

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

Signed

Designation‡ Director

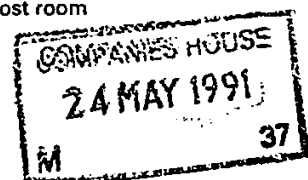
Date 26 April 1991

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

G Wightman Esq
Director and Secretary
Allied Textile Companies plc
Highburton
Huddersfield
HD8 0QJ

For official Use
General Section

Post room



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Jordans

JORDAN & SONS LIMITED
21 ST THOMAS STREET
BRISTOL BS1 1JS
TEL 0117 444119 FAX 0117 444119
DX 78161 BRISTOL
RUGBY ROAD, GLOUCESTER

Member of
The Law Society's
Solicitors

C107

Company Number 35049

The Companies Act 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of


ATC FINE WORSTED DIVISION LIMITED

Passed 3rd April 1991

At an Ordinary General Meeting of the above named Company,
duly convened and held at Highburton, Huddersfield, on 3rd
April 1991, the following resolution was duly passed as a
Special Resolution:-

SPECIAL RESOLUTION

T H A T the Company excludes the application of Section 384(1)
of the Companies Act 1985 and T H A T auditors shall not be
appointed.


.....
Director



COMPANIES HOUSE

If you need to contact us regarding
this notice, please quote reference

THE DIRECTORS
A.T.C. FINE WORSTED DIVISION LIMITED
HIGHBURTON
HUDDERSFIELD
HD8 0QJ

DEF6/ 00035049

Date: 12 JANUARY 1993

COMPANIES ACT 1985 (Section 652)

The REGISTRAR OF COMPANIES gives NOTICE
that, unless cause is shown to the contrary,
at the expiration of 3 months from the
above date the name of

A.T.C. FINE WORSTED DIVISION LIMITED

will be struck off the register and
the company will be dissolved.

COMPANIES HOUSE
CARDIFF
CF4 3UZ

Tel: Cardiff (0222) 380073

601

FILE COPY

DISSOLVED

00035049

A.T.C. FINE WORSTED DIVISION LIMITED

This Company was struck off the Register under Section

652(5) of the Companies Act 1985 on 27 APRIL 1993

and dissolved by notice in the London Gazette dated 4 MAY 1993



E L BEAL (Mrs)

for Registrar

DEF 1 SENT	00/00/00
DEF 2 SENT	00/00/00
DEF 3 SENT	00/00/00
FIRST GAZ	12/01/93

554

HC001