



Companies House

NOTICE OF MISSING PAGES FROM THE MICROFICHE RECORD

Companies House regrets that pages are missing from documents on this company's microfiche record.

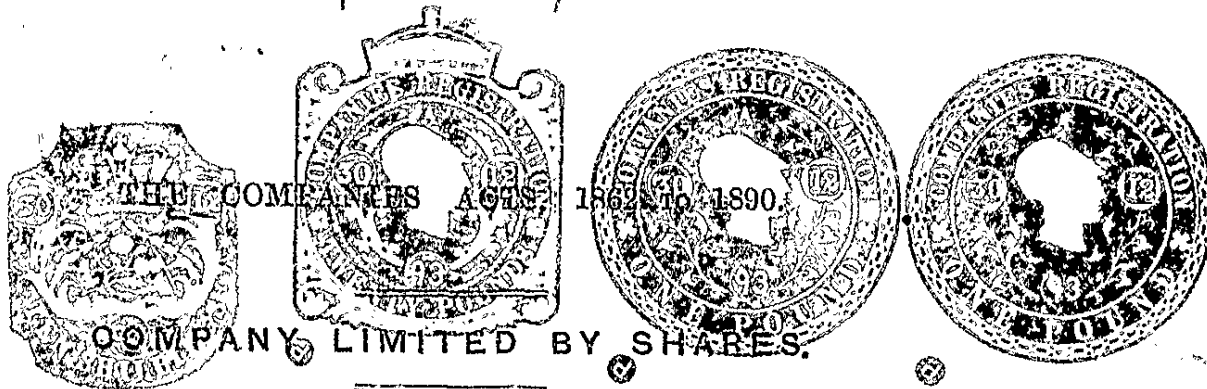
This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.



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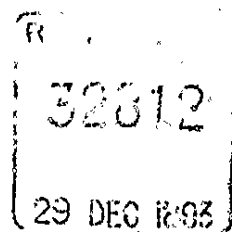


Memorandum of Association

OF

ALLEN & HANBURY'S,

LIMITED.



1. The name of the Company is "ALLEN & HANBURY'S, LIMITED."

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

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

- (a) To acquire and take over as going concerns the businesses and undertakings carried on at Three Colts Lane, Bethnal Green, in the County of Middlesex; at Plough Court, Lombard Street, in the City of London; at Vere Street, in the said County of Middlesex; and at Longva and elsewhere in the kingdom of Norway, under the style of "Allen & Hanburys," and all or any of the assets and liabilities of the proprietors of such businesses and undertakings, and to carry on in the United Kingdom and elsewhere, by wholesale and by retail, the business of chemists and druggists, and of analytical chemists, and of manufacturers and refiners of and dealers in pharmaceutical and chemical articles, whether simple or compound, drugs, oils, fats, soaps, alimentary articles, lozenges, confectionery, aerated waters, beverages, surgical and other instruments, apparatus, and appliances, goods, materials, and merchandize of all kinds, and to carry on any business which can be conveniently carried on in connection with any of this Company's objects, or which may seem calculated directly or indirectly to enhance the value of or render

profitable any of this Company's property or rights for the time being, or which it may be deemed advantageous to the Company to undertake, obtain, or acquire.

- (b) To purchase and apply for or otherwise acquire, either in England or elsewhere, any patents, brevets d'invention, licenses, concessions, trade marks, and the like conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, or develop, or grant licenses in respect of, or otherwise turn to account the property and rights so acquired.
- (c) To procure this Company to be registered or incorporated in any British colony or dependency, or in any foreign country or place beyond the seas.
- (d) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (e) To enter into partnership, or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorized to carry on, engage in, or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to hold, sell, re-issue, with or without guarantee, or otherwise deal with the same, and to amalgamate with any such company.
- (f) To sell the undertaking of this Company or any part thereof for such consideration as this Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company, and to pay and distribute any shares, debentures, or securities so taken as a dividend to the Shareholders of this Company.

- (g) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (h) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which this Company may think necessary or convenient for the purposes of its business.
- (i) To invest and deal with the moneys of this Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (j) To contract or otherwise engage with handicraftsmen and other workmen, skilled or unskilled.
- (k) To aid in the establishment ^{and} _{or} support of institutions or associations calculated to benefit persons employed by this Company, or having dealings with this Company, and to grant pensions to any person employed by this Company, and to give money gratuitously.
- (l) To draw, indorse, accept, and negotiate bills of exchange, promissory notes, or any negotiable instruments.
- (m) To receive money on deposit at interest or otherwise, and to lend money, and in particular to officers of, and to customers and others having engagements or dealings with this Company, and to guarantee the performance of contracts by any such persons.
- (n) To raise money in such manner as this Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of this Company's property and undertaking (both present and future), including its uncalled Capital, or without security.
- (o) To remunerate any person or company for services rendered in placing, or assisting to place, any of the Shares in this Company's Capital, or any debentures or other securities of this Company.
- (p) To enter into any arrangements with any governments or authorities, supreme, municipal, local, or otherwise, that may seem conducive to this Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which this Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

- (g) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property of this Company.
- (r) To do all or any of the above things in any part of the world, and that as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- (s) To issue all or any part of the original or other Share Capital of this Company at par or premium, and as fully or partly paid up, and to distribute any of the property of this Company among Members in specie.
- (t) To do all such other things as are incidental or conducive to the attainment of the above objects.
- (u) And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Shareholders is limited.

5. The Capital of the Company is £75,000, divided into 750 Shares of £100 each.

6. Any of the said Shares for the time being unissued, and any new Shares from time to time to be created, may from time to time be issued with any such guarantee or any such right or preference, whether in respect of Dividend or of repayment of Capital, or both, or any such other special privilege or advantage over any Shares previously issued, or then about to be issued, or at such a premium, or with such deferred rights as compared with any other Shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as shall be determined under the regulations for the time being of the Company.

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	No. of Shares taken by each Subscriber.
✓ Cornelius Hanbury, Plough Court, London Manufacturing Chemist	One
Frederick James Hanbury, Plough Court, Lombard Street, London, Pharmaceutical Chemist	One
Albert Alfred Head, 85 Gracechurch Street, London, E.C. Insurance Broker	One
Edward Hilbert Cartledge Helme Hall, Huddersfield Manufacturing	One
John Lea Smith, 41 Bryanston Square, W. Merchant	One
Eleanor Hanbury, Dymore House, Richmond, Surrey, Spinster	One
Effie Jane Hanbury, Dymore House, Richmond, Surrey, Spinster	One
Edith Mary Hanbury, Dymore House, Richmond, Surrey, Spinster	One

Dated this 28th day of December, 1893.

Witness to the above Signatures—of the above named Cornelius Hanbury, Frederick James Hanbury, and Albert Alfred Head
John Woodriff, Esq., Leptonstone Esq.
Witness to the signatures of the above named Edward Hilbert Cartledge
Richard Cartledge, Esq.

Helme Hall, Huddersfield.

Witness to the signature of the above named John Lea Smith—Samuel Bailey, Esq., 12 Devonshire Square, Bishopsgate, Commercial Clerk

Witness to the signatures of the above named Eleanor Hanbury, Effie Jane Hanbury, and Edith Mary Hanbury—Margaret Tracey, Esq., 11, Great Brunswick Street, London, Surgeon



THE COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

ALLEN & HANBURY, LIMITED.

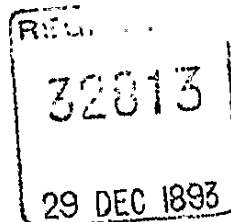


TABLE A.

1. The Regulations in Table A in the first Schedule to "The Companies Act, 1862," shall not apply to the Company, except so far as the same are repeated or contained in these presents.

INTERPRETATION.

2. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:—

WORDS.	MEANINGS.
The Statutes . . .	The Companies Acts, 1862 to 1890, and every other Act for the time being in force concerning joint-stock companies and affecting the Company.
These presents . . .	These Articles of Association, and the regulations of the Company from time to time in force.
Office	The Registered Office of the Company.
Seal	The Common Seal of the Company.

WORDS.	MEANINGS.
Month	Calendar month.
Year	Year from the 1st January to the 31st December inclusive.
In writing . . .	Written, printed, lithographed, or produced by any other substitute for writing, or partly one and partly another.

And words importing the singular number only shall include the plural number, and *vice versa*.

Words importing masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

3. Subject to the last preceding Articles, any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

4. The Company shall, under its Common Seal, enter into and shall carry into effect, either with or without modification, an agreement which has already been prepared, and which is expressed to be made between Cornelius Hanbury and Frederick Janson Hanbury of the one part, and the Company of the other part, a copy whereof has for identification been signed by two of the subscribers hereto; and the business of the Company may be commenced as soon after the incorporation of the Company as the Directors think fit, and shall be carried on by or under the management or direction of the Board of Directors.

5. The office shall be at such a place in London as the Directors shall from time to time appoint.

6. So far as lawful from time to time funds of the Company may be employed by the Directors or the Company in the purchase of the Company's Shares.

SHARES.

7. The Shares shall be at the disposal of the Directors, as they may allot or otherwise dispose of them to such persons, at such times, and either at par, or premium, and generally on such terms as they think proper.

8. If two or more persons are registered as joint holders of any Share, any one of such persons may give effectual receipts for any Dividends, bonuses, or other moneys payable in respect of such Share.

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

10. Every registered Member shall without payment be entitled to one Certificate under the seal specifying the Shares held by him and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one Certificate to the joint holders, and delivery of such Certificate to any one of them shall be sufficient delivery to all.

11. If any such Certificate shall be worn out or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out on delivery up of old Certificate, and in case of loss on execution of such indemnity (if any), and in either case on payment of such sum not exceeding one shilling, as the Directors may from time to time require.

CALLS ON SHARES.

12. The Directors may, subject to the regulations of these presents, from time to time make such Calls upon the Shareholders in respect of all moneys unpaid on their Shares as they think fit, provided that fourteen days' notice at least is given of each Call, and each Shareholder shall be liable to pay the amount of every Call so made upon him to the persons and at the times and places appointed by the Directors.

13. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

14. Any sum which by the terms of allotment of a Share is made payable upon allotment, or at any fixed date, shall, for all purposes of these presents, be deemed to be a Call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these

presents, shall apply as if such sum were a Call duly made and notified as hereby provided.

FORFEITURE AND LIEN.

15. If any Shareholder fails to pay the whole or any part of any call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call, or any part thereof remains unpaid, serve a notice on him requiring him to pay such call, or such part thereof as remains unpaid together with interest at a rate not exceeding 10 per cent. per annum, and any expenses that may have accrued by reason of such non-payment.

16. The notice shall name a further day on or before which such call, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the Shares in respect of which such call was made will be liable to be forfeited.

17. If the requisitions of any such notice as aforesaid are not complied with, any Share, in respect of which such notice has been given, may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

18. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited Share has been otherwise disposed of, permit the Share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon, and expenses incurred in respect of the Share, and upon such further terms (if any) as they shall see fit.

19. Every Share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or sold, or re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit.

20. A Shareholder whose Shares have been forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls made and not paid on such Shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the Shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company may have enforced in respect of the

Shares at the time of forfeiture, without any deduction or allowance for the value of the Shares at the time of forfeiture.

21. The forfeiture of a Share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the Share and all other rights and liabilities incidental to the Share as between the Shareholder, whose Share is forfeited, and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the statutes given or imposed in the case of past Members.

22. A certificate in writing under the hands of two Directors of the Company, that a Share has been duly forfeited in pursuance of these presents and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the Share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the Share under the seal delivered to a purchaser or allottee thereof, shall constitute a good title to the Share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the Share be affected by any fact, omission, or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment, or disposal of the Share.

23. The Company shall have a first and paramount lien and charge on all Shares, not fully paid up, registered in the name of a Member (whether solely or jointly with others), for all moneys due to the Company, from him or his estate, either alone or jointly with any other persons, whether a Member or not, and whether such moneys are presently payable or not.

24. 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 time as the moneys are presently payable and until a demand and notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served on such Member or the person (if any) entitled by transmission to the Shares, and default in payment shall have been made by him or them for seven days after such notice.

25. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the Shares.

26. Upon any such sale as aforesaid, the Directors may enter the purchaser's name in the register as holder of the Shares and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in the proceedings or be bound to see 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 OF SHARES.

27. The regulations following in this clause shall apply to any Member of the Company, other than Cornelius Hanbury and Frederick Janson Hanbury, two of the subscribers of the Memorandum of Association, in the event of his wishing to dispose of all or any of his Shares otherwise than for the purpose of settling the same in consideration of marriage :--

- (a) Any person desiring to dispose of any Shares of which he is the registered holder, or to which he may be entitled by transmission, shall give notice of such desire in writing to the said Cornelius Hanbury and Frederick Janson Hanbury during their joint lives, and after the death of either of them, to the survivor of them during his life, and after his death to his legal personal representatives (such notice to be addressed in either case to him or them at the registered office of the Company), and the said Cornelius Hanbury and Frederick Janson Hanbury during their joint lives, or the survivor of them during his lifetime, and his legal personal representatives after his death, shall have the first right to purchase any Shares which any such person as aforesaid may desire to dispose of.
- (b) The price to be paid to the person desirous of disposing of Shares shall be such sum per Share as may be agreed upon, and, in the event of disagreement, the price to be paid shall be ascertained by a submission to arbitration under "The Arbitration Act, 1889."
- (c) In the event of the said Cornelius Hanbury and Frederick Janson Hanbury, or the survivor of them, or the legal personal representatives aforesaid, as the case may be, declining to

exercise his or their right to purchase any Shares from a person desirous of disposing of Shares, such person shall give notice of his desire to dispose of Shares to the Directors at the Registered Office of the Company, who shall give notice thereof to all Members of the Company, and the Directors shall dispose of the Shares included in such notice to one or more Members of the Company, provided always that the Directors shall in all cases dispose of Shares to the Member willing to give the highest price.

- (d) In the event of any Shares included in a notice not being disposed of by the Directors amongst the Members of the Company before the expiration of six months from the giving of such notice, the person giving such notice may transfer his Shares, subject to the subsequent regulations of these presents.

28. Subject to the restrictions of these presents, any Member may transfer all or any of his Shares, but every transfer must be left at the Company's office, accompanied by the certificate of the Shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the transferor.

29. The instrument of transfer of a Share shall be in writing in the usual form of transfer, and shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of Members in respect thereof.

30. The Directors may, in their discretion, and without assigning any reason therefor, refuse to register the transfer of any Share to any person whom they shall not approve as transferee thereof.

31. Such fee, not exceeding two shillings and sixpence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

32. The register of transfers may be closed for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

33. In the case of the death of a Shareholder the survivors, or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole holder, shall be the only persons recognised by the Company as having any title to

his Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in existence and due or payable at the time of his decease in respect of any Share jointly held by him.

INCREASE OF CAPITAL.

34. The Company may from time to time, whether all the Shares for the time being authorised shall have been issued, or all the Shares for the time being issued shall have been fully called up, or not, by Special Resolution increase its Capital by the creation and issue of new Shares, such aggregate increase to be of such amount and to be divided into Shares of such respective amounts as the Company, by the Special Resolution authorising such increase, directs.

35. The Shares numbered respectively 1 to 250, both inclusive, shall be called Ordinary Shares, and the Shares numbered 251 to 750, both inclusive, shall be called Preference Shares. The said Preference Shares shall, as between the said Preference Shares and the said Ordinary Shares, on every distribution of Dividend be entitled to fixed Dividend computed at the rate of six per centum per annum and cumulative, and not to further or other Dividend, and shall on every distribution of Capital in any winding-up be entitled to distribution in priority and to the exclusion of the said Ordinary Shares until the full amount paid (or deemed paid) on the same Share shall have been distributed, and not to further or other distribution of Capital; and further, subject to any direction to the contrary that may be given by the Resolution authorising the increase of Capital, all new Shares shall be offered to such Members as are under the regulations of these presents entitled to receive notices from the Company in proportion to the number of existing Shares held by them. Such offer shall be made by notice specifying the number of new Shares to which the Member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of a communication from the Member to whom such notice is given that he declines to accept the Shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company, provided that, if owing to the proportion which the number of new Shares bears to the number of Shares held by Members entitled to such offer as aforesaid, or from any other cause any difficulty shall arise in apportioning the new Shares, or any of them in manner aforesaid, the Directors may dispose of the Shares in respect of which such difficulty arises in such manner as they think most beneficial to the Company.

36. Except so far as may become otherwise provided by the conditions of issue or by these presents, any Capital raised by the creation of new Shares shall be considered as part of the original Capital, and as consisting of Ordinary Shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien, and otherwise, as if it had been part of the original Capital.

ALTERATIONS OF CAPITAL.

37. The Company may by Special Resolution so far modify the conditions contained in its Memorandum of Association as to do the following things or any of them:—

- (A) Consolidate and divide its Capital into Shares of larger amount than its existing Shares.
- (B) By sub-division of its existing Shares or any of them divide its Capital, or any part thereof, into Shares of smaller amount than is fixed by its Memorandum of Association.
- (C) Reduce its Capital in any manner authorised by the statutes.

BORROWING POWERS.

38. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the Company.

39. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including its uncalled Capital for the time being.

GENERAL MEETINGS.

40. The first General Meeting shall be held at such time within four months after the registration of the Company, and at such place as the Directors may determine.

41. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors.

42. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.

43. The Directors shall call an Extraordinary Meeting whenever they think fit, and whenever requested so to do by holders in the aggregate of not less than one-fourth in amount of the Capital then issued.

PROCEEDINGS AT GENERAL MEETINGS.

44. Six days' notice at the least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which the notice is given), specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business shall be given in manner hereinafter mentioned, to such Members as are under the provisions hereinafter contained entitled to receive notices from the Company. But the accidental omission to give such notice to, or the non-receipt of such notice by, any Member shall not invalidate any resolution passed or proceedings at any such meeting.

45. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at any Ordinary Meeting shall also be deemed special, with the exception of sanctioning a Dividend, the consideration of the accounts and balance sheets, and the ordinary reports of the Directors and Auditors, and the election of Directors and other officers in the place of those retiring by rotation.

46. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. A quorum shall be three Members present in person or by proxy, of whom at least two, holding between them not less than twenty Shares, shall be personally present.

47. If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum be not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it 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 within fifteen minutes from the time appointed for holding the meeting the Members present shall be a quorum.

48. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time, and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned

meeting. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

49. At every General Meeting a resolution put to the vote of the meeting shall be decided on the show of hands by a majority of the Members present in person and entitled to vote, unless, before or upon the declaration of the result of the show of hands, a poll be demanded by at least five Members present in person or by proxy, or by one or more Members holding not less than one-fifth of the Shares of the Company, present in person or by proxy, and entitled to vote; unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, shall be conclusive, and an entry to that effect in the Book of Proceedings of the Company shall be sufficient evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

50. If a poll be demanded in manner afore said, it shall be taken at such time and place, and in such manner, as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

51. No poll shall be demandable on the election of a Chairman of a meeting, or on any question of adjournment.

52. In the case of an equality of votes, either on a show of hands or at the poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote.

53. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

54. Every Member shall have one vote, and an additional vote for every Ordinary Share held by him, and one vote for every two Preference Shares held by him.

55. If any Member be a lunatic, idiot, or *non-compos mentis*, he may vote by his committee, *curator bonis*, or other legal curator, and such last-mentioned persons may give their votes either personally or by proxy.

56. If two or more persons are jointly entitled to a Share, then the person whose name stands first on the Share Register shall alone be entitled to vote in respect of the same, except as proxy of the votes of the other registered holders of the Share, and for this purpose seniority shall be determined by the order in which the names stand in the registry of Members.

57. Votes may be given either personally or by proxy.

58. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a corporation under their common seal, if any, and if none, then under the hand of some officer duly authorised in that behalf, and shall be attested by one or more witness or witnesses.

59. No person shall act as a proxy at any General Meeting who is not entitled on his own behalf to be present and vote at the meeting for which the proxy is given.

60. The instrument appointing a proxy shall be deposited at the Office at least forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument purposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the day of its execution.

TRADE SECRETS.

61. No Shareholder, or General, or other meeting of Shareholders shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which may be or is in the nature of a trade secret, or mystery, or secret process of trade, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it will not be expedient in the interest of the Shareholders of the Company to make known, and no Shareholder shall be at liberty, without the express sanction in that behalf, by resolution of the Board of Directors, to be in or upon any part of the working premises of the Company, or to see any of the working books or documents of the Company, or to interfere in any respect with the details of the management and conduct of the business of the Company.

DIRECTORS.

62. The first Directors shall be Cornelius Hanbury and Frederick Janson Hanbury, and the survivors and survivor of them, until the first Ordinary General Meeting; and thenceforward

the number of Directors shall not be less than two nor more than five, and shall be appointed by the Shareholders in General Meeting, at which Members holding two-thirds of the issued Share Capital shall be present in person or by proxy.

63. 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 arrangement, or any contract or arrangement 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 realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established; but no such Director shall vote in respect of any such contract or agreement; and the fact of his possessing an interest (whether as Director or Member or otherwise as the case may be), where it does not appear on the face of the contract, must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any case at the first meeting of the Directors after the acquisition of his interest.

64. The office of a Director shall be vacated—

- (A) If he be found lunatic or become of unsound mind;
- (B) If he become bankrupt or compound with his creditors.

65. At the first Ordinary General Meeting, and at every succeeding Ordinary General Meeting, one-third of the Directors, or, if their number is not a multiple of three, then the number nearest to, but not exceeding one-third, shall retire from office. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected or the retiring Director is re-elected.

66. The one-third or other nearest number to retire at such Ordinary Meeting shall, unless the Directors agree among themselves, be determined by lot. In every subsequent year the one-third, or other nearest number, who have been longest in office, shall retire. As between two or more who have been in office an equal length of time, the Directors to retire shall, in default of agreement between them, be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment, where he has previously vacated office. A retiring Director shall be eligible for re-election.

67. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

MANAGEMENT AND MANAGING DIRECTOR.

68. The Directors may from time to time, by unanimous resolution, appoint such persons (including any member or members of their own body) as they may think fit (so, however, that not more than three persons be so appointed) to act as a Committee of Management of the Company's business. The Directors may also from time to time appoint a Managing Director or Managing Directors or Managers of the Company, and all such appointments shall be either for a fixed term or without any limitation as to the period for which the person or persons so appointed is or are to hold such office, and the Directors may from time to time remove or dismiss him or them from office, and appoint another or others in his or their place or places.

69. The remuneration of any persons so appointed shall from time to time be fixed by the Directors, and may be either by fixed salary or by a commission or percentage on profits, or partly by one and partly by the other, as the Directors may determine.

70. The Directors may from time to time entrust to and confer upon any Committee of Management, or Managing Director, or upon a Manager or Managers for the time being, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient, and they may confer such powers 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.

PROCEEDINGS OF DIRECTORS.

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

72. A Director may at any time, and the Secretary upon the request of a Director shall convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

73. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or 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.

74. 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 the regulations of the Company for the time being vested in or exercisable by the Directors generally.

75. 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 regulation that may from time to time be imposed on it by the Directors.

76. 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.

77. 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 (under Article 66 or otherwise), be as valid as if every such person had been duly appointed or was qualified to be a Director or to vote.

POWERS OF DIRECTORS.

78. The management of the business and the control of the Company shall be vested in the Directors, who, in addition to the powers and authorities by these presents expressly conferred upon

them, may exercise all powers and do all such acts and things as may be exercised or done by the Company, and are not hereby, or by the statutes expressly directed, or required to be exercised or done by the Company in General Meeting.

79. Without prejudice to the general powers conferred by the last preceding clause, 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—

- (1) To appoint, and at their discretion remove or suspend managers, secretaries, officers, clerks, engineers, travellers, agents, workmen, and servants for permanent, temporary, or special service 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.
- (2) 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 trusts.
- (3) To institute, conduct, defend, compound, or abandon any legal proceedings by or 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.
- (4) To refer any claims or demands by or against the Company to arbitration, and to observe and perform the awards.
- (5) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (6) 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 persons to be the attorneys or agents of the Company, with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
- (7) To invest and deal with any of the moneys 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.

- (8) 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 may think fit, and any such mortgage may contain a power of sale, and such other powers, covenants, and provisions as shall be agreed on, and to make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (9) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of the profits shall be treated as part of the working expenses of the Company.
- (10) To construct, pull down, alter, remove, or convert any warehouses or buildings belonging to the Company, and erect and build such other warehouses and buildings in lieu thereof on any land belonging to or purchased, hired or rented by the Company, and from time to time alter or convert any such warehouses or buildings as aforesaid in such manner as they may consider necessary or advisable for carrying on the business of the Company.
- (11) To purchase, acquire, sell, lease or let lands, tenements, hereditaments, buildings, machinery, plant, or real or personal estate and effects and other requisites for the purposes of the Company, and either alone or in connection with other companies or individuals, and so to do in the name of the Company or in the name of a trustee.
- (12) 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 as aforesaid, or otherwise for the purposes of the Company.

THE SEAL.

80. The agreement in Article 4 mentioned may be sealed and attested by any majority of the subscribers to the Memorandum of Association, but with that exception the Directors shall provide for

the safe custody of the Seal of the Company, and the Seal shall never be used except by the authority of the Board previously given, and in the presence of one Director at the least, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors, and the Company, acting by the Directors, may exercise the powers of "The Companies Seals Act, 1864."

APPROPRIATION OF PROFITS.

81. The Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests, provided that no larger Dividend shall be declared than is recommended by the Directors.

82. Before recommending any Dividends, the Directors may set aside out of the profits of the Company such sum or sums as they think proper, as a reserve fund or funds, 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 any and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund or funds into such special funds as they think fit. Provided that any such reserve fund may, with the sanction of the Company in General Meeting, be in whole or in part distributed by way of bonus among the Members in such manner as such General Meeting shall determine.

83. No Dividend shall be payable except out of the profits arising from the business of the Company.

84. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

85. 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.

86. Notice of the declaration of any Dividend, whether interim or otherwise, shall be given to the holders of registered Shares in manner hereinafter provided.

ACCOUNTS.

87. The Directors shall cause true accounts to be kept :

- (A) Of the assets and stock-in-trade of the Company.
- (B) Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place ; and
- (C) Of the credits and liabilities of the Company.

88. The books of account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors shall think fit.

89. The Directors shall from time to time determine whether in any particular case or class of cases, or generally, and at what times 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 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 a resolution of the Company in General Meeting.

90. Once at the least in every year the Directors shall lay before the Company in General Meeting a statement of the income and expenditure for the past year and balance-sheet made up to a date not more than eight months before such meeting.

AUDIT.

91. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance-sheet ascertained by one or more Auditor or Auditors. The first Auditors shall be appointed by the Directors. Subsequent Auditors shall be appointed by the Company in General Meeting.

92. The Auditors may be Members of the Company, but no Director or other officer of the Company shall be eligible during his continuance in office.

93. The election of Auditors shall be made by the Company at the Ordinary Meeting in each year.

94. The remuneration of the Auditors shall be fixed by the Company in General Meeting.

95. Any Auditor shall be re-eligible on his quitting office.

96. If any casual vacancy occurs in the office of Auditor, the Directors shall forthwith fill up the same; but any appointment so made shall be invalidated, in case it be disapproved by the Company at the next General Meeting.

97. Every Auditor shall be supplied with a copy of the statement and balance-sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

98. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall at all reasonable times have access to the books and accounts of the Company. He may, at the expense of the Company, if so directed in General Meeting, but not otherwise, employ accountants or other persons to assist him in investigating such accounts, and he may in relation to such accounts examine the Directors or any other officer of the Company.

NOTICES.

99. A Notice may be served by the Company on any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members.

100. Any Member described in the Register of Members by an address not within the United Kingdom, shall be entitled to have such Notices served upon him at an address within the United Kingdom, but save as aforesaid no Member other than a registered Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any Notice from the Company. The registered address of every Member who causes no other place within the United Kingdom to be registered as his address shall be taken to be the registered office of the Company.

101. In respect of any Share to which persons are jointly entitled, a Notice need only be given to whichever of such persons is named first in the Register of Members, and that only if such person is entitled to receive notice under these presents.

102. Any summons, notice, order, or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same, or sending it

through the post in a prepaid letter addressed to the Company, or to such officer, at the office.

103. Any notice if served by post shall have been deemed to have been served at the time when the letter containing the same is put into the 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.

INDEMNITY.

104. The Directors, Auditors, Secretary, and other officers for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any act done, concurred in, or omitted in or about the execution of their duty or supposed duty, in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any other loss, misfortune, or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

WINDING UP.

105. 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.

106. If at any time the liquidators of the Company shall make any sale or enter into any arrangement pursuant to section 161 of the Companies Act, 1862, a dissentient member within the meaning of that section shall not have the rights thereby given to him, but instead thereof, he may by notice in writing, addressed to the liquidators, and left at the office not later than fourteen days after the date of the meeting at which the Special Resolution authorising such sale or arrangement was passed, require them to sell the shares or other property, option, or privilege, to which under the arrangement he would otherwise have been entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the liquidators think fit.

107. Any such sale or arrangement, or the Special Resolution confirming the same, may provide for the distribution or appropriation of the shares, cash, or other benefits, to be received in compensation otherwise than in accordance with the legal rights of the contributories of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in case any such provision shall be made the last preceding clause shall not apply to the intent that a dissentient Member in such case may have the rights conferred on him by section 161 of the Companies' Act, 1862.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Cornelius Hanbury, Plough Court, Lombard St. E.C.
Manufacturing Chemist -

Frederick Janson Hanbury, Plough Court, Lombard Street, E.C.
Pharmaceutical Chemist -

Albert Alfred Head - 88 Gracechurch St London E.C.
Insurance Broker

Edward Mervin Cartile - Holme Hall near Huddersfield

John Lea Smith 41 Bryanston Square W. ^{Manufacturer} Merchants

Eleanor Hanbury, Dynevor House, Richmond Surrey.

Elfreda Jane Hanbury, Dynevor House, Richmond, Surrey ^{Spinster}

Edith Mary Hanbury, Dynevor House, Richmond Surrey ^{Spinster}
^{Spinster.}

Dated this 28th day of December, 1893.

Witness to the signatures of the above named
Cornelius Hanbury, Frederick Janson Hanbury and
Albert Alfred Head John Mervin Cartile
& Woodriff Road, Leytonstone, Essex, Clerk

Witness to the signature of the above named
Edward Mervin Cartile

Arthur Mearns. Meltham Hills
Clerk.

Witness to the signature of the above named, John
Lea Smith, Samuel Bailey, 12 Devonshire Square
Bishopsgate London, Commercial Clerk

Witness to the signatures of the above named Eleanor
Hanbury, Elfreda Jane Hanbury and Edith Mary Hanbury
Mr. Eugene Macey, Willand, Gloucestershire, Devon. Surrey.

COMPANY LIMITED BY SHARES,

Memorandum

AND

Articles of Association

OF

ALLEN & HANBURY'S,

LIMITED.

Incorporated *December, 1893.*

DUPLICATE FOR THE FILE.

No. 40209 C.



N.L. 39233

Certificate of Incorporation

OF THE

Allen & Hanbury, Limited

I hereby Certify, That the

Allen & Hanbury, Limited

is this day Incorporated under the Companies Acts, 1862 to 1893, and that the Company is Limited.

Given under my hand at London this Twenty-ninth day of December one

Thousand Eight Hundred and Ninety three.

£

Fees and Deed Stamps £23.15

Stamp Duty on Capital £75

Ernest Meares

Assistant Registrar of Joint Stock Companies

Certificate received by

Wm. H. Ridge
84 Manor Road
Beckley

Jan 2/94