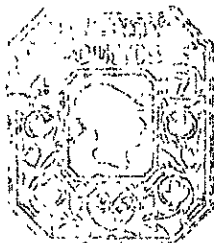


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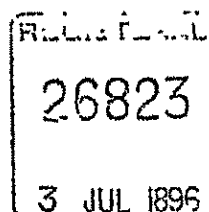
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Form No. 19.



Commercial Union  
Buildings

COMPANY, LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

Vict., cap. 39, Stamp Act, 1891. (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

Harwar B. & F. & Co.

The NOMINAL CAPITAL of the Commercial

Union Buildings Company, Limited,

is £ 20000, divided into 2000 shares of £ 10 -

each.

Signature Harwar Bostitch

Description Agent in Charge  
Companying

Date 3 July 1896

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

THE COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

*The Commercial Union Buildings Company,*  
LIMITED.

26824

3 JUL 1896

1.—The name of the Company is "THE COMMERCIAL UNION BUILDINGS COMPANY, LIMITED."

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

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

- (1) To purchase, take on lease, or in exchange, or otherwise acquire any lands or buildings in the Counties of York or Derby, and particularly to purchase from the Corporation of Sheffield two plots of land, situate in Pirbright Street, in the City of Sheffield, and any estate or interest in and any rights connected with any such lands and buildings, and with a view thereto to carry into and carry into effect with or without modification the agreement referred to in Clause of the Articles of Association of the Company.
- (2) To develop and turn to account any lands or buildings acquired by or in which the Company is interested from time to time, and in particular by laying out and preparing any land for building purposes, and by erecting and constructing, altering, pulling down, decorating, maintaining, furnishing, fitting, and improving any buildings thereon, and by road making, laying out for gardens, recreation grounds, planting, paving, draining, farming, cultivating, and by selling, letting on building lease or building agreement, or for temporary purposes, and by advancing money to, and entering into contracts and arrangements of all kinds with builders, tenants and otherwise.
- (3) To purchase for investment or resale and to traffic in land and house or other property of any tenure or interest therein and to create, sell, and deal in freehold and leasehold ground rents, and to make advances on security of land or house or other property or any interest therein and generally to deal in, traffic by way of sale, lease, or exchange, or otherwise, with land or house, or any other property whether real or personal.
- (4) To carry on all or any of the businesses of Builders, Contractors, Decorators, Dealers in Stone, Sand, Lime, or other Minerals, Bricks, Timber, Hardware and other Building Requisites, Upholsterers, House Furnishers, Furniture Removers, Carriers, Warehousemen, Refreshment House Keepers, Licensed Victuallers, and House Agents.

102

3

- (5) To furnish the Company's property with such Furniture, Trade fixtures, Machinery and conveniences, as may be thought desirable, with a view to the sale, hire or use thereof.
- (6) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above operations or business, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights for the time being of the Company.
- (7) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (8) To enter into partnership or into any arrangement for sharing of profits, union of interests, joint adventure, reciprocal concessions or co-operation 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 authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold Shares or Stock in or Securities of and to subsidize or otherwise assist any such Company and to sell, hold, reissue with or without guarantee, or otherwise deal with such Shares and Securities.
- (9) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, or capable of being profitably dealt with, in connection with any of the Company's property or rights for the time being, and in particular any licenses, patents, machinery, plant and stock-in-trade.
- (10) To sell the undertaking of the Company or any part thereof for such consideration as the 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.
- (11) To promote any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (12) To invest and deal with the moneys of the Company not immediately required upon such securities and in such a manner as may from time to time be determined.
- (13) To lend money to such persons and on such terms as may seem expedient, and to guarantee the performance of contracts by members of or persons having dealings with the Company.
- (14) To raise or borrow or secure the payment of money in such a manner as and on such terms as may seem expedient, and in particular by the issue of Debentures or Debenture Stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital.
- (15) To draw, accept, endorse, discount, execute, issue Bills of Exchange, Promissory Notes, Debentures, Bills of Lading, and other negotiable or transferable instruments or securities.
- (16) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any Shares in the Company's capital, or any Debentures, Debenture Stock, or other Securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (17) To do all or any of the above things in any part of the world, and either as Principals, Agents, Trustees, Directors or otherwise, and either alone or in conjunction with others, and either by or through Agents, Sub-Contractors, Trustees or otherwise.
- (18) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.

intention is that the objects specified in each paragraph of the said Clause shall, unless otherwise expressed in such paragraph, be in no wise limited or restricted by any reference to or inference from the terms of any other paragraph or the name of the Company.

4.—The liability of the members is limited.

5.—The capital of the Company is £20,000, divided into 2,000 Shares of £10 each, with power to divide the Shares in the original or any increased capital into several classes, and to attach thereto respectively any preferential, qualified, special, or deferred rights, privileges, and 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 names.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS.	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER.
Duncan Gilmore Mie recht Sandygate Sheffield	<u>one share</u>
Alfred Trevellick Sargeon 2 Moorcroft Rd. Sheffield	One Share
Adam Francis Watson Architect 7 St. James' Row Sheffield	One Share
Charles Henry Vessey Wood View Millhouses Sheffield Steel Manufacturer	One Share
John Walter Vessey 18 Grange Crescent Sheffield Steel Manufacturer	one share
Joseph Hardy York Sheffield Merchant Charles Edmund Vicberg Solicitor 50 Bank Street Sheffield	one share one share
Norman Brown 40 Bank Street Sheffield	one share

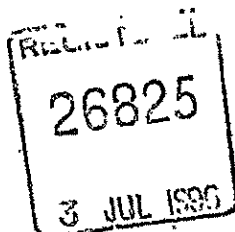
Dated the 2nd day of July 1896.

Witness to the above signatures,

John F. Hellinell  
Clerk to Messrs. Wm. Pickers and Brown  
40 Bank St. Sheffield

THE COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.



Articles of Association

OF

*The Commercial Union Buildings Company,*  
LIMITED.

1. Subject as is hereinafter provided, the regulations contained in Table A in the first schedule to the Companies Act, 1862, hereinafter called Table A, shall apply to this Company.
2. The Company shall forthwith enter into an agreement with Adam Francis Watson in the terms of the Draft, Copy whereof has for the purpose of identification been subscribed by Robert Montagu Brown, a solicitor of the Supreme Court, and the Directors 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, either before or after the execution thereof.
3. The Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions and at such times as the Directors think fit.
4. 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, and the word "call" where used in Clauses 6, 17, 18 and 19 of Table A shall be deemed to include an instalment.
5. The Shares taken by the subscribers to the memorandum of association shall be duly issued by the Directors, but no further Shares shall be issued without the authority of the Company in general meeting.
6. Subject to any direction to the contrary that may be given by the meeting that authorises the issue of further Shares, all further Shares authorised to be issued shall be offered to the members in proportion to the existing Shares held by them, and such offer shall be made by notice specifying the number of the 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 an intimation from the member to whom such notice is given that he declines to accept the Shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.
7. No Share shall, save as provided by Clause 15 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.
8. 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 proposing transferor") shall give notice in writing (hereinafter called a "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 sanction of the Directors.

3 JUL 1896

9. If the Company shall within the space of 28 days after being served with such notice, find a member willing to purchase the Shares, (hereinafter called "the purchasing member") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value, to transfer the Shares to the purchasing member.

10. In case any difference arises between the proposing transferor and the purchasing member, as to the fair value of a Share, the fair value thereof shall be deemed to be the amount which the Auditor of the Company shall certify to be in his opinion the fair value thereof, and the said Auditor shall so certify at the request in writing of either party, and shall, in acting under this Clause, be deemed to act merely as an Expert, and not as an Arbitrator.

11. If in any case the proposing transferor 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 proposing transferor.

12. 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.

13. If the Company shall not within the space of 28 days after being served with the transfer notice, find a member willing to purchase the Shares, and give notice thereof in manner aforesaid, the proposing transferor shall at anytime within three calendar months afterwards, be at liberty, subject to Clause 16 hereof, to sell and transfer the shares (or those not placed) to any person, and at any price.

14. The Company in General Meeting, may make and from time to time vary rules as to the mode in which any Share specified in any transfer notice served on the Company, pursuant to Clause 8 hereof, 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 think fit.

15. Any Share may be transferred by a member to any son, daughter, or other issue or son-in-law, daughter-in-law, nephew, niece, wife, or husband of such member, and any Share of a deceased member may be transferred by his executors or administrators, to any son, daughter, or other issue or son-in-law, daughter-in-law, nephew, niece, widow or widower of such deceased member, to whom such deceased member may have specifically bequeathed the same and Shares standing in the names of Trustees of the Will of a deceased member may be transferred upon any change of Trustees, to the Trustees for the time being, of such Will, and Clause (7) hereof, shall not apply to any such transfer.

16. The directors may refuse to register any Transfer of Shares:—

(a) Where the Company has a lien on the Share.

(b) Where it is not proved to their satisfaction that the proposed Transferee is a responsible person.

(c) Where the Directors are of opinion that the proposed Transferee is not a desirable person to admit to membership.

Paragraphs (b) and (c) of this Clause shall not apply where the proposed Transferee is already a member holding more than £100 of the nominal capital of the Company.

17. A Fee of not exceeding 2/6 may be charged for the registration of each Transfer.

18. The Company shall not purchase or acquire any lands or buildings other than those described in the agreement referred to in Clause 2 hereof without the consent in writing of every member of the Company for the time being, holding in his own right Shares or Stock in the Company of the nominal value of £500 or upwards.

19. The Company may, by Resolution of General Meeting, from time to time increase its capital, and Clause 26 of Table A shall be treated as modified accordingly; and the words "except as otherwise provided by the terms of issue," shall be deemed to be inserted at the commencement of Clause 28 of Table A.

20. The Company may from time to time reduce its capital in any manner permitted by Law, or may consolidate or sub-divide its Shares, and capital may be paid off on the footing that the amount may be called up again in the same manner as if it had never been paid up.

21. The quorum of a General Meeting shall be five Members personally present, and Clause 37 of Table A shall be modified accordingly.

22. The words "or carried by a particular majority or lost" shall be inserted in Clause 42 of Table A after the word "carried," and the word "conclusive" shall be substituted for the word "sufficient" in the same Clause.

23. The words "by at least five Members" in Clause 42 of Table A and the words "by five or more Members" in Clause 43 of Table A shall be deemed to be cancelled, and the words "either at once or after an interval or adjournment" shall be deemed to be inserted in the same Clause 43 after the word "manner."

24. Every Share shall confer one vote and Clause 44 of Table A shall not apply.

25. An instrument appointing a proxy in respect of voting at any General Meeting or Meetings may provide for the appointment of any number of persons successively in the alternative, and the signing of such instrument need not be attested by any witness, and Clause 51 of Table A shall be modified accordingly.

26. The number of Directors shall not be less than three nor more than five.

27. The first Directors shall be:—

DUNCAN GILMOUR, Sandygata, Sheffield, Wine and Spirit Merchant.

ALFRED RECKLESS, 2, Broomgrove Road, Sheffield, M.R.C.S.

CHARLES HENRY VESSEY, 37, Hastings Road, Millhouses, Sheffield,  
Steel Manufacturer.

ADAM FRANCIS WATSON, St. James' Row, Sheffield, Architect.

ROBERT MONTAGU BROWN, Bank Street, Sheffield, Gentleman.

28. The Directors shall have power from time to time or at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number above fixed.

29. The Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Company in general meeting shall from time to time prescribe, and such remuneration shall be divided among them in such proportion and manner as the Directors determine.

30. The qualification of every Director shall be the holding in his own right of Shares or Stock of the nominal value of £500. A Director may act before acquiring his qualification.

31. Clauses 58 and 59 of Table A shall not apply hereto.

32. At the ordinary General Meeting to be held in the year 1897, and at every succeeding ordinary general meeting, one of the Directors shall retire from office, but shall be eligible for re-election. The retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

33. The Director to retire at the ordinary general meeting in 1897 shall, unless the Directors immediately concerned agree among themselves be determined by lot, but in every subsequent year the Director to retire shall be the one who has been longest in office. As between two or more who have been in office an equal length of time, the Director 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.

34. A meeting of the Directors 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 vesting in or exercisable by the Directors generally.

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



36. Each Director may hold any other office or offices or place or places in the Company other than his Directorship except the office of auditor or accountant, and the Directors may appoint each Director to such office or place, and prescribe his remuneration, and declare otherwise the terms as to which he shall hold the same.

37. Any Director being a Solicitor, Architect, or other person engaged in any profession or business, or his Firm, shall be entitled to be paid by the Company all his or their usual professional or business charges for business transacted and acts done by him or them on behalf of the Company, and the Company may employ him or his Firm for any such business or acts.

38. 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 or arrangement entered into by or on behalf of the Company in which any Director shall be interested be avoided, nor shall any Director so contracting or being 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 it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exist, or in any other case at the meeting of the Directors after the acquisition of his interest, and if any Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by General Meeting.

39. A Director shall vacate office—

- (1) If he become bankrupt or a lunatic.
- (2) If by notice in writing to the Company he resign office.
- (3) If he cease to hold his qualification or do not acquire the same within two months after election or appointment; and Clause 57 of Table A shall not apply.

40. Subject to the rights of members entitled to Shares issued upon special conditions, the profits of the Company shall be divided among 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 upon the footing that the same shall carry interest, such money shall not whilst carrying interest confer a right to participate in profits.

41. The Company in General Meeting may declare a Dividend to be paid to the members, according to their rights and interests in the profits.

42. The Directors may from time to time pay to the members such interim Dividend as in their judgment the position of the Company justifies.

43. The Company may have Managers, Solicitors, Bankers, Auditors, Architects, Surveyors, Secretaries, Agents, and such other officers as the Directors may from time to time deem it advisable to appoint.

44. If any casual vacancy occur in the office of Auditor, the Directors may fill it up.

45. Every member whose registered place of address is not in the United Kingdom may from time to time notify, in writing, to the Company some place in England which may be regarded as his registered place of abode for the purpose of Clause 95 of Table A.

46. Any notice served by post shall be deemed to have been served on the day following that on which the letter or envelope containing the same was posted, and Clause 97 of Table A shall be deemed to be modified accordingly.

47. 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 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.

The Directors 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 and satisfy all costs, losses, expenses and liabilities incurred by any such Directors in the course of the Company's business. The Directors may 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 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.

Names, Addresses and Description of Subscribers.

Duncan Gilman, Merchant  
Sandygate, Sheffield.

Alfred Hackler, 2 Wombourne Rd Sheffield  
Surgeon

Adrian Francis Watson  
Architect 7 St. James Row Sheffield.

Charles Henry Vessey, Wood View Mission House  
Sheffield  
Steel Manufacturer

John Walter Vessey 18 Grange Crescent  
Sheffield  
Steel Manufacturer

Joseph Hardy 404 North Street Sheffield  
Sharebroker

Charles Edmund Tickers, Solicitor 50 Bank Street  
Sheffield.

Robert M. Lamb, 48 Bank Street Sheffield  
Clerk

Dated the 2nd day of July 1896.

Witness to the above signatures,

John G. Hellinwell

Clerk to Messrs J. M. McKinnon & Co. & Brown  
Roth Bank St. Sheffield.

DUPLICATE FOR THE F.I.L.

48629



47619

# Certificate of Incorporation

OF THE

*Commercial Union Buildings Company, Limited.*

I hereby Certify, That the  
*Commercial Union Buildings Company, Limited,*

is duly incorporated under the Companies' Acts, 1862 & 1890, and that the Company is Limited.

Given under my hand at London this *third* day of *July* One

thousand Eight Hundred and Ninety *and*.

and Deed Stamps £ 10. -.

and Duty on Capital £ 20. -.

*Ernest Hearn*

*Ernest Hearn* Registrar of Joint Stock Companies.

It is also received by *Geo Wildish*  
*for Harwar Bros & Fitch*  
*Furness & Sons*

Date *6 July 1896*

26826  
3 JUL 1956

The Commercial Union Buildings Company Limited hereby give you notice in accordance with the Companies Act 1867 that the registered office of the company is situated at York Street in the City of Sheffield.

Donna Marie

A Director of the said Company.

19  
[COPY 1]

## SPECIAL RESOLUTION

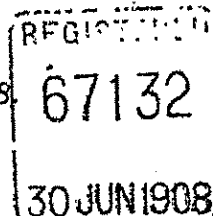
(Pursuant to The Companies Act, 1862, Sections 51, 53, and 54)

OF

### The Commercial Union Buildings Company Limited.

Passed 12th June, 1908.

Confirmed 29th June, 1908.



At an EXTRAORDINARY GENERAL MEETING of the members of the above-named Company, duly convened and held at the registered office of the Company, 21, York Street, in the City of Sheffield, on the 12th day of June, 1908, the following SPECIAL RESOLUTION was duly passed, and at a subsequent EXTRAORDINARY GENERAL MEETING of the members of the said Company, also duly convened and held at the registered office of the Company, 21, York Street, Sheffield, aforesaid, on the 29th day of June, 1908, the following SPECIAL RESOLUTION was duly confirmed:—

#### RESOLUTION.

That the Articles of Association of the Company be altered as follows, that is to say:—

By inserting after Clause 2 a new Clause as follows:—

"2A. The following provisions shall have effect, namely:—

"(a) The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this paragraph, be treated as a single member.

"(b) Any invitation to the public to subscribe for any Shares or Debentures or Debenture Stock of the Company is hereby prohibited."

*C. J. Lawton*  
Secretary.

No. of Certificate 18,629

"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

(COPY)

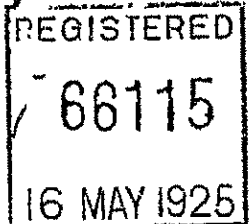
## Special Resolution

(Pursuant to The Companies (Consolidation) Act, 1908, Sections 13 and 69)

OF THE

# Commercial Union Buildings Co., LIMITED.

Passed 20th April, 1925. / Confirmed 6th May, 1925.



AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at 21 York Street, Sheffield, in the County of York, on the 20th day of April, 1925, the following SPECIAL RESOLUTION was duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the same place on the 6th day of May, 1925, the following SPECIAL RESOLUTION was duly confirmed:—

"That the Regulations contained in the printed document submitted to the Meeting and for the purposes of identification subscribed by the Chairman thereof be and the same are hereby approved and that such Regulations be and are hereby adopted as the Articles of the Company in substitution for and to the exclusion of all the existing Articles thereof."

*D. Gilmore* Chairman.

Filed with the Registrar of Companies  
on the 16th day of May, 1925.

JORDAN & SONS, LIMITED,  
COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,  
10, MARK LANE, LONDON, E.C. 3.—88038



*"The Companies Acts, 1908 to 1917."*

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**COMPANY LIMITED BY SHARES.**

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**Articles of Association**

OF

**The Commercial Union Buildings Co., Limited.**

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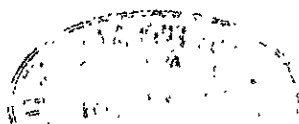
1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.

2. Subject as hereinafter provided, the Regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908 (hereinafter called "Table A"), shall apply to this Company, and so that all references to Table A in this and any other of the Company's Articles for the time being shall be references to Table A as set forth in the First Schedule to The Companies (Consolidation) Act, 1908.

3. Clauses 2, 5, 35, 36, 37, 38, 39, 40, 45, 68, 70, 73, 77, 78, 79, 95, 96, and 98 of Table A shall not apply to the Company.

4. The Company shall be a Private Company, and accordingly—

- (a) The number of Members for the time being of the Company (exclusive of persons who are for the time being in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) is not to exceed fifty, but where two or more persons hold



one or more Shares in the Company jointly they shall for the purposes of this Article be treated as a single Member;

(b) Any invitation to the public to subscribe for any Shares or Debentures or Debenture Stock of the Company is hereby prohibited;

(c) The right to transfer Shares shall be restricted as provided by Clauses 20 and 22 of Table A; and in the application to the Company of Clause 20 of Table A the words "not being fully paid Shares" shall be omitted therefrom.

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

6. The Company may by resolution of a General Meeting from time to time increase its Capital, and Clause 41 of Table A shall be treated as modified accordingly; and the words "Except as otherwise provided by the terms of issue" shall be deemed to be inserted at the commencement of Clause 43 of Table A.

7. With the consent in writing of all the Members for the time being, a General Meeting may be convened on a shorter notice than seven days and in any manner they think fit; and Clause 49 of Table A shall be modified accordingly.

8. In Clause 49 of Table A there shall be added before the words "non-receipt" the words "accidental omission to give the notice to or the," and there shall be added at the end of such Clause the words "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"; and Clause 49 of Table A shall be modified accordingly.

9. The quorum of a General Meeting shall be three Members present personally or by proxy; and Clause 51 of Table A shall be modified accordingly.



10. An instrument appointing a proxy in respect of voting at any General Meeting or Meetings may provide for the appointment of any number of persons successively in the alternative; and Clauses 66 and 67 of Table A shall be modified accordingly.

11. The number of Directors shall be not less than two nor more than five.

12. The Directors shall have power from time to time and at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number above fixed.

13. The qualification of every Director shall be the holding in his own right of Shares or Stock of the nominal value of Five Hundred Pounds. A Director may act before acquiring his qualification.

14. At the Ordinary General Meeting to be held in each year one of the Directors shall retire from office, but shall be eligible for re-election. A retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.

15. The Director to retire in each year shall be the one who has been longest in office. As between two or more who have been in office an equal length of time the Director 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.

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

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

18. Each Director may hold any other office or offices or place or places in the Company jointly with his Directorship

(except the office of Auditor or Accountant), and the Directors may appoint such Director to such other office or place and prescribe his remuneration and declare otherwise the terms as to which he shall hold the same.

19. Any Director being a Solicitor, Architect, or other person engaged in any profession or business or his firm shall be entitled to be paid by the Company all his or their usual professional or business charges for business transacted and acts done by him or them on behalf of the Company, and the Company may employ him or his firm for any such business or acts.

20. 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 or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being 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 it is declared that the nature of his interest 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 other case at the first Meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted; but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by a General Meeting.

21. A Director shall vacate office—

- (1) If he become bankrupt or lunatic;
- (2) If by notice in writing to the Company he resign his office;
- (3) If he cease to hold his qualification or do not acquire the same within two months after election or appointment.

And Clause 77 of Table A shall not apply.

22. Subject to the rights of Members entitled to Shares issued upon special conditions, the profits of the Company shall be divided among 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 upon the footing that the same shall carry interest such money shall not whilst carrying interest confer a right to participate in profits.

23. The Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests in the profits.

24. The Directors may from time to time pay to the Members such interim Dividends as in their judgment the position of the Company justifies.

25. The Company may have Managers, Solicitors, Bankers, Auditors, Architects, Surveyors, Secretaries, Agents, and such other officers as the Directors may from time to time deem it advisable to appoint.

26. If any casual vacancy occur in the office of Auditor the Directors may fill it up.

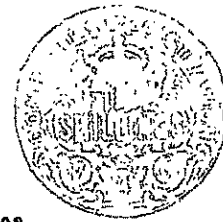
27. If the Company shall be wound up the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any of the assets of the Company in trustees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

28. The Directors 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 and satisfy, all costs, losses, expenses, and liabilities incurred by any such Directors in the course of the Company's business. The Directors may 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 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.

*By J. H. Jones,*

*Chairman*

No. of Certificate 48,620.



**"The Companies Act, 1929."**

**COMPANY LIMITED BY SHARES.**

(COPY)

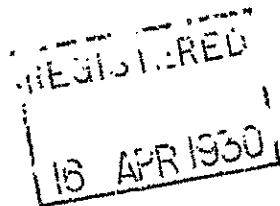
**Special Resolution**

(Pursuant to The Companies Act, 1929, Sections 10 and 117)

OF

**THE COMMERCIAL UNION BUILDINGS  
COMPANY, LIMITED.**

*Passed the 3rd day of April, 1930.*



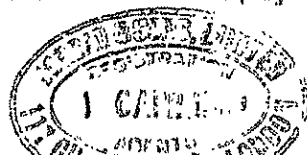
At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at 21 York Street, Sheffield, in the County of York, on the 3rd day of April, 1930, the following SPECIAL RESOLUTION was duly passed:—

"That the Regulations contained in the printed document submitted to the Meeting and for the purposes of identification subscribed by the Chairman thereof be and the same are hereby approved and that such Regulations be and are hereby adopted as the Articles of the Company in substitution for and to the exclusion of all the existing Articles thereof."

*D. Gilman*  
Chairman.

Presented to the Registrar of Companies  
on the *16th* day of April, 1930.

51991



*"The Companies Act, 1929."*

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**COMPANY LIMITED BY SHARES.**

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**Articles of Association**

OF

**THE COMMERCIAL UNION BUILDINGS  
COMPANY, LIMITED.**

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1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.

2. Subject as hereinafter provided, the Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (hereinafter called "Table A"), shall apply to this Company, and so that all references to Table A in this and any other of the Company's Articles for the time being shall be references to Table A as set forth in the First Schedule to The Companies Act, 1929.

3. Clauses 64, 66, 69, 72, 73, 74, 89, 90, and 92 of Table A shall not apply to the Company.

4. The Company shall be a Private Company, and accordingly:—

- (A) The number of Members for the time being of the Company (exclusive of persons who are for the time being in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment . . . . . continued after the determination of such employment to be Members of the Company) is not to exceed fifty, but where

two or more persons hold one or more Shares in the Company jointly they shall for the purposes of this Article be treated as a single Member.

(B) Any invitation to the public to subscribe for any Shares or Debentures or Debenture Stock of the Company is hereby prohibited.

(c) The right to transfer Shares shall be restricted as provided by Clauses 19 and 21 of Table A and in the application to the Company of Clause 19 of Table A the words "not being fully paid Shares" shall be omitted therefrom.

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

6. The words "Except as otherwise provided by the terms of issue" shall be deemed to be inserted at the commencement of Clause 36 of Table A.

7. The quorum of a General Meeting shall be three Members present personally or by proxy; and Clause 45 of Table A shall be modified accordingly.

8. An instrument appointing a proxy in respect of voting at any General Meeting or Meetings may provide for the appointment of any number of persons successively in the alternative; and Clauses 60 and 61 of Table A shall be modified accordingly.

9. The number of Directors shall be not less than two nor more than five.

10. The Directors shall have power from time to time and at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number above fixed.

11. The qualification of every Director shall be the holding in his own right of Shares or Stock of the nominal value of Five Hundred Pounds. A Director may act before acquiring his qualification.

12. At the Ordinary General Meeting to be held in each year one of the Directors shall retire from office but shall be eligible for re-election. A retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.

13. The Director to retire in each year shall be the one who has been longest in office. As between two or more who have been in office an equal length of time the Director 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.

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

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

16. Each Director may hold any other office or offices or place or places in the Company jointly with his Directorship (except the office of Auditor or Accountant), and the Directors may appoint such Director to such other office or place and prescribe his remuneration and declare otherwise the terms as to which he shall hold the same.

17. Any Director being a Solicitor, Architect, or other person engaged in any profession or business or his firm shall be entitled to be paid by the Company all his or their usual professional or business charges for business transacted and acts done by him or them on behalf of the Company, and the Company may employ him or his firm for any such business or acts.

18. 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 entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall

any Director so contracting or being 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 it is declared that the nature of his interest 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 other case at the first Meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but that prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by a General Meeting.

19. A Director shall vacate office—

- (1) If he become bankrupt or lunatic;
- (2) If by notice in writing to the Company he resign his office;
- (3) If he cease to hold his qualification or do not acquire the same within two months after election or appointment.

And Clause 72 of Table A shall not apply.

20. Subject to the rights of Members entitled to Shares issued upon special conditions, the profits of the Company shall be divided among 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 upon the footing that the same shall carry interest such sum shall not whilst carrying interest confer a right to participate in profits.

21. The Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests in the profits.

22. The Directors may from time to time pay to the Members such interim Dividends as in their judgment the position of the Company justifies.



22. The Company may have Managers, Solicitors, Bankers, Auditors, Attorneys, Surveyors, Secretaries, Agents and such other Officers as the Directors may from time to time deem it expedient to appoint.

23. In any casual vacancy occur in the office of Auditor the Directors may fill it up.

24. 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 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.

25. The Directors 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 and satisfy, all costs, losses, expenses and liabilities incurred by any such Directors in the course of the Company's business. The Directors may 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 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.

*D. J. L. Smith*

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

(COPY)

Special Resolution

(Pursuant to The Companies Act, 1929, Sections 10 and 117)

OF

THE COMMERCIAL UNION BUILDINGS COMPANY,  
LIMITED.

Passed the 18th day of May, 1931.

REGISTERED  
19 MAY 1931

AT an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at 21 York Street, Sheffield, on the 18th day of May, 1931, the following SPECIAL RESOLUTION was duly passed:—

"That Article 11 of the Articles of Association be rescinded and in lieu thereof the following Article be inserted and numbered 11:—

11. The qualification of every Director shall be the holding in his own right of Shares or Stock of the nominal value of £100, and a Director may act before acquiring his qualification."

*W. R. Vickers*  
Chairman.

Presented to the Registrar of Companies  
on the 19th day of May, 1931.

JORDAN & SONS, LIMITED,

COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,  
CHANCERY LANE, LONDON, W.C.2, AND 13 BROAD STREET PLACE, E.C.2.—58537-31.



48,629 / 92.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

THE COMMERCIAL UNION BUILDINGS COMPANY, LIMITED

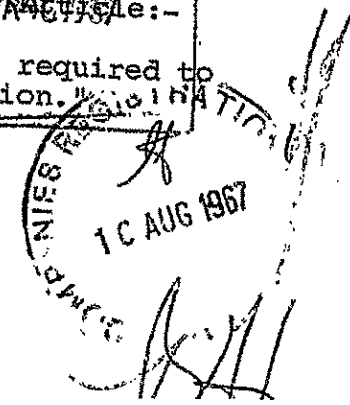
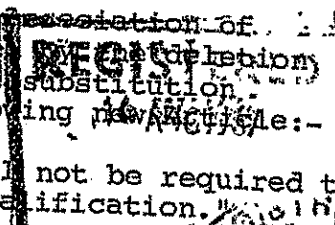
Passed 26th July, 1967

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held on the 26th July, 1967, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

That the Articles of Association of the Company be altered by the deletion of Article 11 and the substitution therefor of the following new Article:-

"11. A Director shall not be required to hold a share qualification."



The Companies Acts 1948 to 1981

No. 48629

117

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

THE COMMERCIAL UNION BUILDINGS COMPANY LIMITED

Passed 2 November 1982

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held on 2nd November 1982 the following RESOLUTION was duly passed as a SPECIAL RESOLUTION :-

RESOLUTION

That the Articles of Association of the Company be amended by the adoption of the following new Article to be numbered 11A.

"11A. Any Director may, by writing under his hand, appoint any other Director, or appoint any other person (whether a member of the Company or not), to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to have and exercise all the powers, rights, duties and authorities of the Director appointing him: Provided always that no such appointment of any person not being a Director shall be operative unless or until the approval of the Directors by a majority consisting of two-thirds of all the Directors shall have been given. A Director may at any time revoke the appointment of an alternate appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director, the appointment of his alternate shall thereupon cease and determine: Provided that if any Director retires by rotation but is reappointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his reappointment as if he had not so retired. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if sent to or left at the registered office of the Company shall be sufficient evidence of such revocation. Every such alternate shall be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any such alternate shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between such alternate and the Director appointing him. An alternate Director need not hold any share qualification."

B. HYMAN  
CHAIRMAN



9



## COMPANIES FORM No. 225(1)

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

Please do not write in this margin

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

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

1. To the Registrar of Companies  
(Address overleaf - Note 6)

Company number

48629

Name of company

\* COMMERCIAL UNION BUILDINGS COMPANY LIMITED

\* Insert full name of company

**Note**  
Details of day and month in 2, 3 and 4 should be the same.  
Please read notes 1 to 5 overleaf before completing this form.

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

Day Month

3 0 0 6

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

Day Month Year

3 0 0 6 1 9 9 4

† delete as appropriate

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

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

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

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

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

6. Signed *D. H. W. M. L. M. R. E. A. Y* Designation† *Director* Date *15/9/93*

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

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

MR JOHN DAVID MURRAY  
CLERK, COMMERCIAL UNION BUILDINGS  
COMPANY LIMITED  
WILLOW

071-402-5201

For official use  
D.E.B.

Post room



