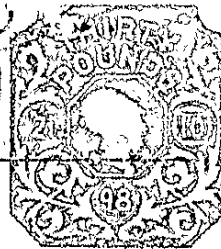


No. of Certificate

59225

Form No. 19.



Abbott & Company, Newark, Ltd.

COMPANY, LIMITED.

REC.

46302

20 OCT 1899

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

Roberts & Lee, Ltd.

23 Lime St, London E.C.6



THE NOMINAL CAPITAL of the Abbott and

Company, Newark, Company, Limited,

is £ 30,000, divided into 30,000 shares of £ One

each.

~~Agents for the~~
Signature Roberts & Lee Ltd

Description Agents for the Company

Date October 20th 1898

THE COMPANIES ACTS, 1862 to 1893.

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

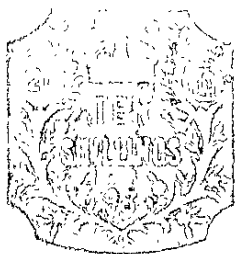
OF

ABBOTT & COMPANY, NEWARK,
LIMITED.

Incorporated the day of , 1898.

ROBERT HODGKINSON,

NEWARK-UPON-TRENT.



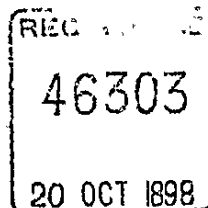
THE COMPANIES ACTS, 1862 TO 1893.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

ABBOTT & COMPANY, NEWARK,
LIMITED.



1. The name of the Company is "ABBOTT AND COMPANY, NEWARK, 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 acquire and take over as a going concern the business now carried on at Newark-upon-Trent, in the County of Nottingham, under the style or firm of "Abbott & Company," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to enter into the Agreement referred to in Clause 3 of the Company's Articles of Association, and to carry the same into effect, with or without modification.

(2) To carry on the business of Iron Founders, Mechanical Engineers, and Manufacturers of Agricultural Implements and other machinery, tool makers, brass founders, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, wood workers, builders, painters, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers, carriers and merchants, and to buy, sell, manufacture, repair,



convert, alter, let on hire and deal in machinery, implements, rolling stock and hardware of all kinds, and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated, directly or indirectly, to enhance the value of any of the Company's property and rights for the time being.

(3) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company, or any contracts undertaken by the Company and either for the purpose only of such contracts, or as an independent business.

(4) To undertake and execute any contracts for works involving the supply or use of any machinery, and to carry out any auxiliary or other works comprised in such contracts.

(5) To manufacture, buy, sell, treat and deal in all kinds of plant, machinery, apparatus, tools, utensils, products, material, articles or things necessary or useful for carrying on any of the above businesses, or usually dealt in by persons engaged therein.

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

(7) To apply for, purchase, or otherwise acquire, any patents, brevets d'invention, licenses, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to 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, develop, grant licenses in respect of or otherwise turn to account the property, rights and information so acquired.

(8) 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.

(9) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, canals, docks, wharves, water-courses, hydraulic works, gas works, electric works, factories, warehouses, and other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects, and contribute to, subsidise, or otherwise assist or take part in such maintenance, management, working, control, and superintendence.

(10) To enter into any arrangement with any Government or authorities, supreme, municipal, local, or otherwise, and to obtain from any such Government or authority all rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(11) To procure the Company to be registered or recognised, and to establish and maintain local registers, agencies and branch places of business in any part of the world.

(12) To enter into partnership, or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions, or co-operation with any person or company carrying on or engaged in any business or transaction which the 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 subsidise or otherwise assist any such company, and to sell, hold, reissue with or without guarantee, or otherwise deal with such shares or securities.

(13) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire, any real or personal property, 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 land, buildings, easements, licenses, patents, machinery, ships, barges, rolling stock and stock-in-trade.

(14) To establish and support, or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit employes or ex-employes of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.

(15) 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 or debentures, debenture stock, or other securities of any other Company having objects altogether or in part similar to those of this Company.

(16) To promote any company or companies for the purpose of its or their acquiring all or any of the property rights and liabilities of the Company, or for any other purpose which may seem, directly or indirectly, calculated to benefit this Company.

(17) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

(18) To lend money to such persons and on such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to give any guarantee or indemnity that may seem expedient.

(19) To obtain any provisional order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company.

(20) To raise or borrow, or secure the payment of money in such manner 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, and to redeem, purchase, or pay off any such securities.

(21) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities.

(22) 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.

(23) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

(24) 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.

(25) To do all such other things as are incidental or conducive to the attainment of the above objects, and so that the word "Company" in this clause 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, and so that the objects specified in each paragraph of the clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or reference 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 £30,000, divided into 10,000 Preference Shares of £1 each, and 20,000 Ordinary Shares of £1 each. The said Preference Shares shall confer the right to a fixed Cumulative Preferential Dividend at the rate of 6 per centum per annum on the amount of capital for the time being paid up thereon respectively, and shall rank, both as regards dividends and capital, in priority to the other shares in the capital of the Company for the time being, but shall not confer any further right to participation in profits or assets, but so that the rights hereby attached to the said Preference Shares may be modified in accordance with Clause 54 of the accompanying Articles of Association, but not otherwise; and that clause shall be deemed, for the purpose, to be incorporated herein, and to have effect accordingly. Subject as aforesaid, upon any increase of capital the Company is to be at liberty to issue new shares with any preferential, qualified, special or deferred rights, privileges or conditions attached thereto.

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. and class of Shares taken by each Subscriber.
1	Thomas Abbott Acting Genl Engineer East Retford	one ordinary
2	Sarah Abbott Wife of the above Thomas Abbott	one ordinary
3	Robert Evelyn Abbott Acting Genl Engineer East Retford	one ordinary
4	John Charles Wright 3 Beacon Hill Road Newark-on-Trent Engineer	one ordinary
5	Ann Elizabeth Wright Wife of the above John Charles Wright	one ordinary
6	George Elias Wright 16 Wellington Road Newark-on-Trent Engineer	one ordinary
7	William Wright. Clyde House Chambers Street Glantham Gentleman	one ordinary

Dated the 18th day of October 1898

Witness to the above Signatures:

W.D. Hodkinson

Solicitor

16 Northgate

Newark-on-Trent



59228
3

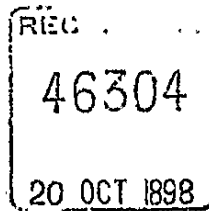
THE COMPANIES ACTS, 1862 TO 1893.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

ABBOTT & COMPANY, NEWARK,
LIMITED.



PRELIMINARY.

1. The marginal notes hereto shall not affect the construction hereof, and in these presents, unless there be something in the subject or context inconsistent therewith.

Interpretation.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 25 of the Companies Act, 1862.

"Month" means calendar month.

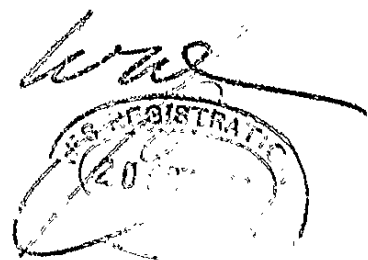
"In writing" and "written" includes printing, lithography, and other modes of representing or reproducing words in a visible form.

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

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by the Companies Act, 1862, Sections 51 and 129.

Words importing the singular only include the plural number, and vice versa.

Words importing the masculine gender only include the feminine gender.



Words importing persons include corporations.

Table "A" not to apply.

2. The regulations contained in Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company.

Preliminary Agreement.

3. The Company shall forthwith enter into an Agreement with Thomas Abbott and John Charles Wright (hereinafter in this clause called "the Vendors") in the terms of the draft which, for the purpose of identification, has been signed by Robert Hodgkinson, a Solicitor of the Supreme Court, and the Directors shall carry the said Agreement into effect, with full power nevertheless from time to time to agree to any modification of the terms of the said Agreement, whether before or after the execution thereof. The basis on which the Company is established is that the Company shall acquire the property comprised in the said Agreement on the terms therein set forth, subject to such modifications (if any) as aforesaid, and that the Vendors are to be two of the first Directors, and the permanent Directors of the Company, as hereinafter provided; and accordingly it shall be no objection to the said Agreement that the Vendors, as promoters and Directors, stand in a fiduciary position towards the Company, or that in the circumstances no independent Board is constituted, and every Member of the Company, present and future, is to be deemed to join the Company on such footing.

Company not to purchase or lend on Shares.

4. None of the funds of the Company shall be applied in the purchase of or in lending on Shares of the Company.

When business may be commenced.

5. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors in their absolute discretion shall think fit, and notwithstanding that part only of the Shares may have been taken.

Allotment of Shares

6. The Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions, and either at a premium or otherwise, and at such times as the Directors think fit, subject nevertheless to the stipulations contained in the Agreement mentioned in Clause 3 hereof with reference to the Shares to be allotted in pursuance thereof.

Installments on Shares to be duly paid.

7. If by the conditions of allotment of any Share the whole or

part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the holder of the Share.

8. The Company may make arrangements on the issue of Shares for a difference between the holders of such Shares in the amount of Calls to be paid, and the time of payment of such Calls. Issue subject to different conditions as to calls.

9. The joint holders of a Share shall be severally as well as jointly liable for the payment of all instalments and Calls due in respect of such Share. Liability of joint-holders of Shares.

10. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any Share as the absolute owner thereof, and accordingly shall not be bound (except as ordered by a Court of competent jurisdiction, or as by Statute required) to recognise any equitable or other claim to or interest in such Share on the part of any other person. Trusts not recognised

CERTIFICATES.

11. The Certificates of title to Shares shall be issued under the Seal of the Company and signed by the Directors, and countersigned by the Secretary or some other person appointed by the Directors. Certificates.

12. Every Member shall be entitled to one Certificate for the Shares registered in his name or to several Certificates each for a part of such Shares. Every Certificate of Shares shall specify the denoting numbers of the Shares in respect of which it is issued, and the amount paid up thereon. Who entitled, and nature of certificate

13. If any Certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new Certificate in lieu thereof, and if any Certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. As to issue of new certificate in place of one defaced, lost or destroyed

14. The sum of One shilling, or such smaller sum as the Directors may determine, shall be paid to the Company for every Certificate issued under the last preceding clause. Fee

CALLS.

Calls.

15. The Directors may from time to time make such Calls as they think fit upon the Members in respect of all moneys unpaid on the Shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each Member shall pay the amount of every Call so made on him to the persons and at the times and places appointed by the Directors. A Call may be made payable by instalments.

When call deemed to have been made.

16. A Call shall be deemed to have been made when the Resolution of the Directors authorising such Call was passed.

Notice of call.

17. Fourteen days' notice of any Call shall be given, specifying the time and place of payment, and to whom such Call shall be paid.

When interest on call or instalment payable

18. If the sum payable in respect of any Call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the Share in respect of which the Call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of £10 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

Payment of calls in advance.

19. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the money due upon the Shares held by him beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the Calls then made upon the Shares in respect of which such advance has been made, the Company may pay interest at such rate as the Members paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

If call or instalment not paid, notice may be given.

20. If any Member fail to pay any Call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the Call or instalment remains unpaid, serve a notice on such Member, requiring him to pay the same, together with any interest that may have accrued and all expenses that

may have been incurred by the Company by reason of such non-payment.

21. The notice shall name a day (not being less than 14 days from the date of the notice), and a place or places on and at which such Call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the Shares in respect of which the Call was made or instalment is payable will be liable to be forfeited. Form of notice.

22. If the requisitions of any such notice as aforesaid are not complied with, any Shares in respect of which such notice has been given may at any time thereafter, before payment of all Calls or instalments, interest and expenses due in respect thereof, be forfeited by a Resolution of the Directors to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture. If notice not complied with Shares may be forfeited.

23. Any Share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit. Forfeited Shares to become the property of the Company.

24. The Directors may at any time before any Shares so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit. Power to annul forfeiture.

25. Any Member whose Shares have been forfeited shall notwithstanding be liable to pay, and shall forthwith pay to the Company all Calls, instalments, interest and expenses owing upon or in respect of such Shares at the time of forfeiture, together with interest thereon from the time of forfeiture until payment, at the rate of £10 per centum per annum, and the Directors shall enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do. Arrears to be paid notwithstanding forfeiture.

26. The Company shall have a first and paramount lien upon all the Shares registered in the name of each Member (whether solely or jointly with others) for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the Company's lien on Shares.

period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any Share shall be created except upon the footing and condition that Clause 10 hereof is to have full effect. Such lien shall extend to all Dividends from time to time declared in respect of such Shares. Unless otherwise agreed, the registration of a transfer of Shares shall operate as a waiver of the Company's lien (if any) upon such Shares.

As to enforcing lien by sale.

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

Application of proceeds of sale.

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

Validity of sale.

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

TRANSFER AND TRANSMISSION OF SHARES.

Restricted right of transfer.

30. A Share may be transferred by a Member or other person entitled to transfer the same, to any Member selected by the transferor, but save as aforesaid, and save as provided by Clause 37 hereof, no Share shall be transferred to a person who is not a Member, so long as any Member is willing under the provisions hereinafter contained to purchase the same at the fair value.

31. Except where the transfer is made pursuant to Clause 30, ^{Notice before transfer.} or Clause 35, or Clause 37 hereof, the person, whether a Member of the Company or not, proposing to transfer any Shares (hereinafter called "the proposing transferor"), shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and such notice shall constitute the Company his agent for the sale of the Shares to any Member of the Company at the price so fixed, or other the fair value of the Shares as agreed upon between the parties, or as certified under Clause 33 hereof. 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.

32. If the Company shall within the space of 28 days after being ^{Finding purchaser} served with such notice find a Member willing to purchase the Share (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 Share to the purchasing Member.

33. In case any difference arises between the proposing transferor ^{Fair value.} and the purchasing Member as to the fair value of a Share, the Auditor of the Company shall certify what sum is, in his opinion, the fair value thereof, and the sum so certified shall be deemed to be the fair value; and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

34. If in any case the proposing transferor, after having become ^{Default by transferor} 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. 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.

When transfer
notice

35. If the Company shall not within the space of 25 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 any time within three calendar months afterwards be at liberty (subject to Clause 38 hereof) to sell and transfer the Shares (or those not placed) to any person, and at any price.

How Shares to be offered
to Members.

36. The permanent Directors or permanent Director for the time being, or if and when there shall be no permanent Director, then the Directors, may make and from time to time vary rules as to the mode in which any Shares specified in any transfer notice given to the Company as aforesaid 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, such Shares shall be offered to the permanent Directors or permanent Director for the time being, and in default of them or him, then to the Directors, and in default of them, then to the other 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. Every such offer, where made to permanent Directors or the Directors generally, shall be deemed to be made to them in such proportions as they may agree among themselves respectively, or, in default of agreement, in equal proportions between them.

Right to transfer to son.

37. Any Share may be transferred by any Member to any son, daughter, or other issue, son-in-law, daughter-in-law, wife, or husband of such Member, and also to such other persons related or connected by blood or marriage to or with such Member, as the Directors may approve of, and any Share of a deceased Member may be transferred by his executors or administrators to any relations or connections of such deceased Member as are hereinbefore specified or may be approved of by the Directors as aforesaid, to whom such deceased Member may have specifically bequeathed the same, and Shares standing in the names of the 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 30 hereof shall not apply to any transfer by this clause authorised.

38. The Directors may refuse to register any transfer of a Share General power to refuse transfer.

- (A) Where the Company has a lien on the Shares, or
- (B) Where the Directors are of opinion that the proposed transferee, not being already a Member, is not a desirable person to admit to membership.

But subdivision (B) of this clause shall not apply to a transfer made pursuant to Clause 37 hereof.

39. The instrument of transfer of any Share shall be signed both Execution of transfer, &c. by the transferor and transferee, and the transferor shall be deemed to remain the holder of such Share until the name of the transferee is entered in the Register in respect thereof.

40. The instrument of transfer of any Share shall be in writing Form of transfer. in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

I, _____ of _____
in consideration of the sum of _____
Pounds _____ Shillings and _____ Pence paid to me by _____
of _____ (hereinafter
called "the transferee"), do hereby transfer to the transferee the _____ Shares numbered _____, in the undertaking called ABBOTT & COMPANY, NEWARK, LIMITED, to hold unto the transferee, _____ executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the transferee, do hereby agree to take the said Shares subject to the conditions aforesaid.

As witness our hands the _____ day of _____

Witness to the signatures, &c.,

41. Every instrument of transfer shall be left at the office for Transfer to be left at office and evidence of title given. registration, accompanied by the Certificate of the Shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor, or his right to transfer the Shares.

When transfers to be returned.

42. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

Fee on transfer.

43. A fee, not exceeding 2s. 6d., may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

When transfer books and register may be closed.

44. The transfer books and Register of Members may be closed during such time as the Directors think fit, not exceeding in the whole 30 days in each year.

Transmission of registered Shares.

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

As to survivorship.

46. Any person becoming entitled to Shares in consequence of the death or bankruptcy of any Member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a Member in respect of such Shares, or may, subject to the regulations as to transfers hereinafter contained, transfer such Shares. This clause is hereinafter referred to as "the Transmission Clause."

As to transfer of Shares of deceased or bankrupt Members.

COMPULSORY RETIREMENT.

Compulsory retirement.

47. The holders for the time being of nine-tenths of the issued Capital may at any time serve the Company with a requisition to enforce the transfer of any particular Shares not held by the requisitionists. The Company shall forthwith give to the holder of such Shares notice in writing of the requisition (with a copy of this clause subjoined), and unless within 14 days afterwards the holder shall give to the Company notice of his desire to transfer the same, he shall be

deemed, at the expiration of that period, to have given a transfer notice to the Company in respect of his Shares, in accordance with Clause 31. hereof, and to have specified therein the amount of Capital paid up on such Shares as the sum he fixes as the fair value thereof. For the purposes of this clause, any person entitled to transfer a Share under the transmission clause shall be deemed the holder of such Share.

INCREASE AND REDUCTION OF CAPITAL.

48. The Company in General Meeting may from time to time increase the Capital by the creation of new Shares of such amount as may be deemed expedient.

Power to increase capital.

49. The new Shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine; and in particular such Shares may be issued with a preferential or qualified right to Dividends and in the distribution of assets of the Company, and with a special or without any right of voting. Unless otherwise provided, every new Share shall confer the same right of voting as that conferred at the date of such increase by an Ordinary Share.

On what conditions new Shares may be issued. As to preferences, etc.

50. The Company in General Meeting may, before the issue of any new Shares, determine that the same, or any of them, shall be offered in the first instance to all the then Members in proportion to the amount of the Capital held by them, or make any other provisions as to the issue and allotment of the Shares; but in default of any such determination, or so far as the same shall not extend, the new Shares may be dealt with as if they formed part of the Shares in the original Capital.

When to be offered to existing Members.

51. Except so far as otherwise provided by the conditions of issue, or by these presents, any Capital raised by the creation of new Shares shall be considered part of the original ordinary Capital, and shall be subject to the provisions herein contained with reference to the payment of Calls and instalments, transfer and transmission, forfeiture, lien, surrender, voting, and otherwise.

How far new Shares to rank with Shares in original ordinary capital

Reduction of capital,
etc

52. The Company may from time to time by Special Resolution reduce its Capital by paying off Capital, or cancelling Capital which has been lost, or is unrepresented by available assets, or reducing the liability on the Shares, or otherwise, as may seem expedient, and Capital may be paid off upon the footing that it may be called up again, or otherwise, and the Company may also by Special Resolution subdivide, or by other resolution, consolidate its Shares, or any of them.

Subdivision into pre-
ferred and ordinary.

53. The Special Resolution whereby any Share is subdivided may determine that, as between the holders of the Shares resulting from such subdivision, one or more of such Shares shall have some preference or special advantage as regards Dividend, Capital, voting, or otherwise over, or as compared with the others or other.

MODIFYING RIGHTS.

Power to modify rights

54. If at any time the Capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of Shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is either (A) ratified in writing by the holders of at least three-fourths of the nominal amount of the issued Shares of that class; or is (B) confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of the issued Shares of that class, and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such meeting, except that the quorum thereat shall be Members holding, or representing by proxy, three-fourths of the nominal amount of the issued Shares of that class. This clause is not by implication to control the power of modification which the Company would have if this clause were omitted.

BORROWING POWERS.

Power to borrow.

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

56. The Directors may raise or secure the repayment of such money 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.

Conditions on which money may be borrowed

57. Debentures, Debenture Stock, or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities.

58. Any Debentures, Debenture Stock, Bonds, or other securities, may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of Shares, attending and voting at General Meetings of the Company, appointment of Directors, and otherwise.

Issue at discount, etc., or with special privileges

59. The Directors shall cause a proper Register to be kept in accordance with Section 43 of the Companies Act, 1862, of all mortgages and charges specially affecting the property of the Company.

Register of mortgages to be kept

60. If any uncalled Capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's Seal, authorise the person in whose power such mortgage or security is executed, or any other person, as trustee for him, to make Calls on the Members in respect of such uncalled Capital, and such authority may be made exercisable, either conditionally or unconditionally, and either presently or contingently, and either in exclusion of the Directors' powers, or otherwise, and the provisions hereinbefore contained as to Calls shall, mutatis mutandis, apply to Calls made under such authority, and such authority shall be assignable if expressed so to be.

Mortgage of uncalled Capital.

GENERAL MEETINGS.

61. The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such a place as the Directors may determine.

When first General Meeting to be held.

When to request
Extraordinary Meetings

62. Subsequent General Meetings shall be held once at least in the year 1899, and in every subsequent year at such time and place as may be prescribed by the Company in General Meeting, or if no time or place is prescribed, at such time and place as may be determined by the Directors.

Difference between
Ordinary and Extra-
ordinary Meetings.

63. The above-mentioned General Meetings shall be called "Ordinary Meetings," and all other meetings of the Company shall be called "Extraordinary Meetings."

When Extraordinary
Meeting to be called

64. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by Members holding in the aggregate one-tenth of the issued Capital, convene an Extraordinary Meeting.

Form of requisition
for meeting

65. Any such requisition shall specify the object of the meeting required, and shall be signed by the Members making the same, and shall be deposited at the office. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting may be convened for the purposes specified in the requisitions, and, if convened otherwise than by the Directors, for those purposes only.

When requisitionists
may call meeting.

66. In case the Directors for 14 days after such deposit fail to convene an Extraordinary Meeting, to be held within 21 days after such deposit, the requisitionists, or any other Members holding the like proportion of the Capital, may themselves convene a meeting to be held within six weeks after such deposit.

Notice of meeting.

67. Seven clear days' notice, specifying the place, day and hour of meeting, and in case of special business, the general nature of such business shall be given, either by advertisement, or by notice sent by post, or otherwise served as hereinafter provided. 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. Whenever it is intended to pass a Special Resolution, the two meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second meeting contingently on the Resolution being passed by the requisite majority at the first meeting.

68. The accidental omission to give any such notice to any of the Members shall not invalidate any Resolution passed at any such meeting. As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

69. The business of an Ordinary Meeting, other than the first one, shall be to receive and consider the profit and loss account and the balance-sheet, the reports of the Directors and of the Auditors, to elect Directors and other officers in the place of those (if any) retiring by rotation, to declare Dividends, and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special. Business of Ordinary Meeting. Special business.

70. Three Members personally present and entitled to vote shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business. Quorum.

71. The Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the Members present and entitled to vote shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Members present and entitled to vote shall choose one of their number to be Chairman. Chairman of General Meeting.

72. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such a requisition as aforesaid, shall be dissolved, but 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, any two Members who are personally present and entitled to vote shall be a quorum, and may transact the business for which the meeting was called. When if quorum not present meeting to be dissolved and when to be adjourned

How questions to be decided at meetings.

73. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in case of an equality of votes the Chairman shall, both on the show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

Casting vote.

What is to be evidence of the passing of a resolution where poll not demanded.

74. At any General Meeting, unless a poll is demanded by the Chairman, or by at least three Members, or by a Member or Members holding, or representing by proxy, or entitled to vote in respect of at least one-tenth part of the Capital represented at the Meeting, a declaration by the Chairman that a Resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against such Resolution.

Poll.

75. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval, or adjournment, or otherwise, and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded.

Power to adjourn General Meeting.

76. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Business may proceed notwithstanding demand of poll.

77. 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.

In what cases poll taken without adjournment.

78. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting without adjournment.

VOTES OF MEMBERS.

79. On a show of hands, every Member present in person, and Votes of Members. not disentitled to vote, shall have one vote, and at a poll, every Member present in person or by proxy, and not disentitled to vote, shall have one vote for every Ordinary Share held by him. No Member present only by proxy shall be entitled to vote on a show of hands unless such Member is a Corporation not disentitled to vote, and present by a proxy duly appointed under Clause 83 hereof, who is not a Member of the Company, in which case such proxy may vote on the show of hands as if he were a Member of the Company not disentitled to vote. The said Preference Shares shall not confer on the holder the right to attend or vote, either in person or by proxy, at any General Meeting, or to have notice of such meeting, unless the meeting is convened for reducing the Capital, or winding up or sanctioning a sale of the undertaking, or altering the regulations of the Company, or where the propositions to be submitted to the meeting directly affect the rights and privileges of the holders, or the Dividend thereon. is, and so long as it is, in arrear for more than three months.

80. Any person entitled under the transmission clause to transfer any Shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such Shares, provided that 48 hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such Shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. Votes in respect of Shares of deceased or bankrupt Members.

81. Where there are joint registered holders of any Shares, any Joint-holders. one of such persons may vote at any meeting, either personally or by proxy, in respect of such Shares, as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons whose name stands first in the Register in respect of such Shares shall alone be entitled to vote in respect thereof; several executors or administrators of a deceased Member in whose name any Shares stand shall, for the purposes of this clause, be deemed joint holders.

82. Votes may be given either personally or by proxy. Proxies permitted.

Instrument appointing
proxy to be in writing.

83. The instrument appointing a proxy shall be in writing under the hand of the appointor or his Attorney, or if such appointor is a Corporation, under its Common Seal. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, save that a Corporation, being a Member, may appoint as its proxy one of its officers who may not happen to be a Member of the Company.

Proxies to be deposited
at office.

84. The instrument appointing a proxy, and the power of Attorney, if any, under which it is signed, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting (as the case may be), at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

When vote by proxy
valid though authority
revoked.

85. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the Share in respect of which the vote is given, unless an intimation in writing of the death, revocation or transfer shall have been received at the office of the Company before the meeting.

Form of proxy.

86. Every instrument of proxy, whether for a specific meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

ABBOTT & COMPANY, NEWARK, LIMITED.

I, _____, of _____,
in the County of _____, being a Member of
ABBOTT & COMPANY, NEWARK, LIMITED, hereby appoint
_____, of _____,
or failing him, _____, of _____, or
failing him, _____, of _____,
as my proxy to vote for me and on my behalf at the
Ordinary [or Extraordinary, as the case may be] General
Meeting of the Company, to be held on the _____ day of _____,
and at any adjournment thereof.

As witness my hand this _____ day of _____

87. No Member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another Member, at any General Meeting, or upon a poll, or be reckoned in a quorum whilst any Call or other sum shall be due and payable to the Company in respect of any of the Shares of such Member.

No Member entitled to vote, &c., while call due to Company.

DIRECTORS.

88. Until otherwise determined by a General Meeting, the number of the Directors shall not be less than three nor more than seven.

Number of Directors.

89. The persons hereinafter named shall be the first Directors, that is to say:—

First Directors.

- (1). The said Thomas Abbott.
- (2). The said John Charles Wright.
- (3). George Elias Asbury, of Newark-upon-Trent, Engineer.

90. Each of them, the said Thomas Abbott and John Charles Wright, shall be entitled to retain office whilst holding £3,000 of the Ordinary Share Capital of the Company, subject only to Clause 95 hereof, and whilst so retaining office shall be termed a "Permanent Director," and if he shall at any time cease to hold such qualification, he shall thereupon be deemed to have been appointed and become an Ordinary Director of the Company.

Permanent Director.

91. 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 fixed as above, and so that no appointment under this clause shall have effect, unless two-thirds at least of the Directors in the United Kingdom concur therein.

Power for Directors to appoint additional Directors.

92. The qualification of every Director shall be the holding of £1,000 of the Ordinary Shares of the Company. A Director may act before acquiring his qualification.

Qualification of Directors.

93. The Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Company

Remuneration of Directors.

in General Meeting may from time to time determine, and such sums shall be divided among them in such proportions and manner as the Directors may determine.

Directors may act notwithstanding vacancy.

94. The continuing Directors may act, notwithstanding any vacancy in their body.

When office of a Director to be vacated.

95. The office of Director to be vacated:--

- (A) If he become bankrupt, or suspends payment, or compounds with his creditors.
- (B) If he be found lunatic, or becomes of unsound mind.
- (C) If he cease to hold the required amount of Shares to qualify him for office, or do not acquire the same within one month after election or appointment.
- (D) If he, not being a Permanent Director, absent himself from the meeting of the Directors during a period of six calendar months without special leave of absence from the Directors.
- (E) If by notice in writing to the Company he resigns his office.

Director may contract with Company.

96. 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 relations 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 vote, his vote shall not be counted, but this prohibition shall not apply to the Agreement mentioned in Clause 3 hereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors, or any of them, security by way of

indemnity, and it may at any time or times be suspended or released to any extent by a General Meeting. A general notice that a Director is a Member of a specified firm or company, and is interested in all transactions with such firm or company, shall be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction.

97. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship, except that of Auditor, and may be appointed thereto upon such terms as to remuneration, tenure of office, and otherwise, as may be arranged by the Directors.

A Director may hold other office of profit in the Company.

ROTATION OF ORDINARY DIRECTORS.

98. At the Ordinary Meeting to be held in the year 1900, and at every succeeding meeting, one of the Directors, not being a Permanent Director, or if there shall be only one such Director, then such one shall retire from office. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected.

Rotation of Ordinary Directors.

99. If there shall be more than one Director other than a Permanent Director, then the Director to retire as aforesaid at the Ordinary Meeting to be held in the year 1900 shall, unless the Directors immediately interested agree among themselves, be determined by lot, but in every subsequent year the Director to retire as aforesaid 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 as aforesaid 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 first election or appointment, when he has previously vacated office. A retiring Director shall be eligible for re-election.

Which Director to retire on each occasion.

100. The Company at any General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and without notice in that behalf may fill up any other vacancies.

Meeting to fill up vacancies.

Retiring Director to remain in office until successor appointed.

101. If at any General Meeting at which an election of a Director ought to take place as aforesaid the place of the retiring Director is not filled up, he shall continue in office until the dissolution of the Ordinary Meeting in the next year, and so on from year to year until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

Power for General Meeting to increase or reduce number of Ordinary Directors.

102. The Company in General Meeting may from time to time increase or reduce the number of Directors other than Permanent Directors, and may alter the qualification of the Directors other than Permanent Directors, and may also determine what rotation such increased or reduced number is to go out of office.

Power of General Meeting to remove Ordinary Directors.

103. The Company may, by Extraordinary Resolution, remove any Director, not being a Permanent Director, before the expiration of his period of office, and may by Ordinary Resolution appoint another qualified person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

When candidate for office of Director must give notice.

104. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless he or some other Member intending to propose him has, at least seven clear days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office, or the intention of such Member to propose him.

MANAGING DIRECTORS.

Power to appoint Managing Director.

105. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold office, and 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.

106. A Managing Director shall not whilst he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

What provision he will be subject to.

107. The remuneration of a Managing Director shall from time to time be fixed by the Directors or by the Company in General Meeting, and may be by way of salary or commission, or participation in net profits, or by any or all of those modes, but so that, unless with the sanction of a General Meeting, no Managing Director shall receive more than £500 in any financial year of the Company.

Remuneration of Managing Director.

108. The Directors may from time to time entrust to and confer upon a Managing Director 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.

Powers and duties of Managing Director.

PROCEEDINGS OF DIRECTORS.

109. The Directors may meet together for the despatch of business and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall form a quorum. 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, except as hereinafter provided, by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote, but no resolution shall be deemed to be carried if both the Permanent Directors or the sole Permanent

Meetings of Directors, quorum, &c.

Director for the time being (as the case may be) present at the meeting at which such resolutions is proposed, vote against the same. A Director who is not in the United Kingdom will not be entitled to notice for a meeting of Directors.

Chairman.

110. The said Thomas Abbott, whilst a Permanent Director, if present, and in his absence the said John Charles Wright whilst a Permanent Director, if present, shall be Chairman of any meeting of Directors, but, save as aforesaid, 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 one of their number to be Chairman of such meeting.

Power of meeting.

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

Power to appoint Committees and to delegate.

112. The Directors may delegate any of their powers to Committees, consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.

Proceedings of Committees.

113. 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.

When acts of Directors or Committee valid notwithstanding defective appointment, etc.

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

115. A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Resolution without Board Meeting valid.

116. If any Director, being willing, shall be called upon to perform extra services, or to make any special exertions in going or residing abroad, or otherwise for any of the purposes of the Company, the Company shall remunerate such Director either by a fixed sum or by a percentage of profits or otherwise, as may be determined by the Directors, and such remuneration may, subject to the provisions of Clause 107, be either in addition to or in substitution for his share in the remuneration above provided. Remuneration for extra services.

MINUTES.

117. The Directors shall cause minutes to be duly entered in books provided for the purpose Minutes to be made.

Of all appointments of officers;

Of the names of the Directors present at such meeting of the Directors and of any Committee of Directors;

Of all orders made by the Directors and Committee of Directors;

Of all resolutions and proceedings of general meetings and of meetings of the Directors and Committees;

and any such minutes of any meeting of the Directors, or of any Committee or of the Company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

118. The management of the business of the Company shall be vested in the Directors, and the Directors, in relation to the power and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be Special powers of Company vested in Directors.

exercised or done by the Company, and are not hereby or by statute directed or required to be exercised or done by the Company in General Meeting, but subject, nevertheless, to the provisions of the statutes and of these presents, and to any regulations from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Specific powers given
to Directors

119. Without prejudice to the general powers conferred by the last preceding clause, and so as not in any way to limit or restrict those powers, and without prejudice to 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 :

To pay preliminary
expenses ;

(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

To acquire property :

(2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit.

To pay for property in
shares, debentures, &c.

(3) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash, shares, bonds, debentures, debenture stock, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debentures, debenture stock or other securities, may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To secure contracts
by mortgage.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.

(5) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants, for permanent, temporary or special services, as they may from time to time think fit, and determine their duties and powers and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.

To appoint officers, &c.

(6) To accept from any Member on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.

To accept surrender of Shares.

(7) To appoint any person or persons (whether incorporated or not incorporated) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustees.

To appoint Trustees.

(8) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To bring and defend actions, &c.

(9) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.

To give receipts.

(10) To determine who shall be entitled to sign on the Company's behalf bills, receipts, acceptances, endorsements, cheques, releases, contracts and documents on behalf of the Company.

To authorise acceptances, etc.

(11) 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.

To invest moneys.

To give security by way
of indemnity.

(12) 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 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.

To give percentage.

(13) 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 profits shall be treated as part of the working expenses of the Company.

To establish reserve
fund.

(14) Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies, or for special dividends or bonuses, or for repairing, improving and maintaining any of the property of the Company, and for other purposes, as the Directors shall in their absolute discretion think conducive to the interests of the Company, and (subject to Clause 4 hereof) to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from the other assets.

May make contracts, &c.

(15) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

120. The said John Charles Wright shall be the first Secretary of the Company. The Directors may appoint a temporary substitute for the Secretary, who shall, for the purposes of these presents, be deemed to be the Secretary.

DIVIDENDS.

121. Subject as aforesaid the profits of the Company shall be divisible among the Members holding Ordinary Shares in proportion to the amount of capital paid up on the Ordinary Shares held by them respectively.

Dividends on
Ordinary Shares.

122. Where capital is paid up in advance of calls, upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

Capital paid up in
advance.

123. The Company in General Meeting may declare a dividend, to be paid to the Members according to the rights and interests in the profits.

Declaration of dividend.

124. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Restriction on amount
of dividend.

125. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

Dividend to be paid out
of profits only, and not
carry interest.

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

What to be deemed
net profits.

127. 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.

Interim dividends.

128. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

Debts may be deducted

129. The Directors may retain the dividends payable upon Shares in respect of which any person is, under the transmission clause, entitled to become a Member, or which any person under that clause is entitled to transfer, until such person shall become a Member in respect of such Shares or shall duly transfer the same.

Power to retain
dividends on Shares
of deceased or bankrupt
Members.

Dividend to joint-holders.

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

Transfers not to pass dividends declared before registration.

131. A transfer of Shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Notice of dividend.

132. Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered Shares and registered stock in manner hereinafter provided.

Dividends payable by posted cheque.

133. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled, or, in case of joint holders, to that one of them first named in the register in respect of the joint holders. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

ACCOUNTS.

Accounts to be kept.

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

Inspection by Members

135. The Directors shall from time to time determine whether and to what extent 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 the Members, and no Member shall have any right of inspection of 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.

Annual account and balance sheet.

136. At the Ordinary Meeting in every year, except in the year 1898, the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property

and liabilities of the Company from the time when the last preceding account and balance sheet were made, or in the case of the first account and balance sheet from the incorporation of the Company. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend to the Members, and the amount (if any) which they propose to carry to the Reserve Fund, according to the provisions in that behalf hereinbefore contained, and the account, report and balance sheet shall be signed by the Directors and countersigned by the Secretary.

Annual Report of
Directors.

137. A copy of every such account, balance sheet and report shall for seven days previously to the meeting be kept at the office open for inspection of Members, but, unless with the sanction of the Directors, the same shall not be circulated nor shall any copy thereof or extract therefrom be taken or made.

Inspection of copies of
accounts, &c., by
Members, but no
circulation.

AUDIT.

138. Once at least in every year, except in 1898, the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors.

Accounts to be audited
annually.

139. The first Auditor or Auditors shall be appointed by the Directors, subsequent Auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the first Auditors shall be fixed by the Directors, but of subsequent Auditors by the Company in General Meeting; any Auditor quitting office shall be eligible for re-election. If one Auditor only is appointed, all the provisions herein contained relating to Auditors shall apply to him. The Auditors may be Members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a Member of the Company in any transaction thereof, and no Director or other officer shall be eligible during his continuance in office.

Auditors.

140. If any casual vacancy occurs in the office of Auditor, the Directors shall forthwith fill up the same.

Casual vacancy.

Auditors to report on
account and balance
sheet.

141. The Auditors shall be supplied with copies of the profit and loss account and balance sheet intended to be laid before the Company in General Meeting seven days at least before the meeting to which the same are to be submitted, and it shall be their duty to examine the same, with the accounts and vouchers relating thereto, and to report thereon.

Inspection of books by
Auditors.

142. The Auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the Directors or other officers of the Company.

When accounts to be
deemed finally settled.

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

NOTICES.

How notice to be
served on Members.

144. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter, envelope, or wrapper, addressed to such Member at his registered place of address.

Members resident
abroad.

145. Each holder of registered Shares whose registered place of business is not in the United Kingdom may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding clause.

Notice where no
address.

146. As regards those Members who have no registered place of address in the United Kingdom, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

When notice may be
given by advertisement.

147. Any notice required to be given by the Company to the Members or any of them not expressly provided for by these presents, shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in a London daily newspaper, and once in the "Newark Advertiser."

148. All notices shall, with respect to any registered share to which persons are jointly entitled, be given to whichever of such persons is named first in the register in respect of such Shares, and notice so given shall be sufficient notice to all the holders of such Shares. Notice to joint-holders.

149. Any notice sent by post shall be deemed to have been served on the day following that in which the letter, envelope, or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the letter, envelope, or wrapper containing the notice was properly addressed and put into the post-office. When notice by post deemed to be served.

150. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any Share, shall be bound by every notice in respect of such Share which, previously to his name and address being entered on the register, shall be duly given to the person from whom he derives his title to such Share. Transferees, &c., bound by prior notices.

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

152. Where a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period. How time to be counted.

153. The signature to any notice to be given by the Company may be written or printed. Signatures for Company

WINDING UP.

Distribution of assets
in specie.

154. If the Company shall be wound up, whether voluntarily or otherwise; the liquidators may, with the sanction of an Extraordinary Resolution, divide amongst 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; and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the Members 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 division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent, and ancillary rights as if such a determination was a special resolution passed pursuant to Section 161 of the Companies Act, 1862.

155. 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, Stock or other property, option, or privilege to which, under the arrangement, he would otherwise have become 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.

Service by Liquidators
of summonses, processes,
&c., out of jurisdiction.

156. In the event of a winding up of the Company in England, every Member of the Company who is not for the time being in England shall be bound within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder in London upon whom all summonses, notices, processes, orders and judgments in relation

to or under the winding up of the Company may be served, and in default of such nomination, the liquidators of the Company shall be at liberty on behalf of such Member to appoint some such person; and service upon any such appointee, whether appointed by the Member or the liquidators, shall be deemed to be good service on such Member for all purposes, and when the liquidators make any such appointment, they shall, with all convenient speed, give notice thereof to such Member by advertisement in the "Times" newspaper, or by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register of Members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY AND RESPONSIBILITY.

157. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company, against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or deed done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

Indemnity.

158. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own dishonesty.

Individual responsibility of Directors.

 NAMES, ADDRESSES. AND DESCRIPTIONS OF SUBSCRIBERS.

Thomas Stark
 Arlington House
 East Retford
 Engineer

Sarah Abbott
 Wife of the above Thomas Abbott
 Robert Evelyn Abbott House
 Arlington House
 East Retford
 Engineer

John Charles Wright
 3 Beacon Hill Road
 Newark-on-Trent
 Engineer

Ann. Elizabeth Wright
 Wife of the above. John. Charles, Wright

George Elias Astbury
 16 Wellington Road
 Newark-on-Trent
 Engineer.

William Wright. Clyde House
 Chambers Street Grantham
 Gentleman

Dated this 18th day of October 1898

Witness to the above Signatures—

W. H. Hinson
 Director
 16 Northgate
 Newark-on-Trent

THE COMPANIES ACTS, 1862 to 1893.

COMPANY LIMITED BY SHARES.

Memorandum
AND
Articles of Association
OF
ABBOTT & COMPANY, NEWARK,
LIMITED.

Incorporated the day of , 1898.

ROBERT HODGKINSON,

NEWARK-ON-TRENT.

DUPLICATE FOR THE FILE.

No. 59225



Certificate of Incorporation

OF THE

Abbott and Company, Newark, Limited

I hereby Certify, That the
Abbott and Company, Newark, 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 Twentieth day of October
One Thousand Eight Hundred and Ninety eight.

Fees and Deed Stamps £ 12.10/-

Stamp Duty on Capital £ 30

Ernest George
Assistant Registrar of Joint Stock Companies.

Certificate received by

Robert & Co Ltd (as Agents)
23 Lime Street
London E.C.

Date 24th October 1898

SEP BACK

C/A

No. of Certificate 59,225. /16

"THE COMPANIES ACTS, 1862 to 1900."

COMPANY LIMITED BY SHARES.

(COPY)

Special Resolution

(Pursuant to the Companies Act, 1862, Sections 50 and 51)

OF

**ABBOTT & COMPANY, NEWARK,
LIMITED.**

Passed 2nd June, 1908.

Confirmed ^{24th} 14th 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, at Newark-on-Trent, in the County of Nottingham, on the 2nd 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 same place on the ^{24th} 14th day of June, 1908, the following SPECIAL RESOLUTION was duly confirmed:—

"That the following Article be added at the end of the Articles of Association:—

"CONSTITUTION OF COMPANY AS A 'PRIVATE COMPANY' UNDER THE COMPANIES ACT, 1907.

"159. Notwithstanding anything hereinbefore contained, the number of Members of the Company (exclusive of persons in the employment of the Company) shall not at any time exceed fifty; and the public shall not at any time be invited to subscribe for any Shares or Debentures of the Company."

FOR ABBOTT & CO (NEWARK) LIMITED.

Filed with the Registrar of Joint Stock Companies
on the ^{29th} 29th day of June, 1908.

J. C. Wright



260



COMPANY LIMITED BY SHARES.

(COPY)

Special Resolution

OF

**ABBOTT & COMPANY, NEWARK,
LIMITED,**

Constituting the Company a "Private Company" pursuant
to Section 37 of The Companies Act, 1907.

Passed 2nd June, 1908.

Confirmed ^{24th}~~15th~~ June, 1908.

Registered ^{29th}~~27th~~ June, 1908.

HODGKINSON & BEEVOR,

Solicitors,

3 MIDDLEGATE, NEWARK-ON-TRENT.

JORDAN & SONS, LIMITED
COMPANY REGISTRATION AGENTS, PRINTERS, PUBLISHERS, AND STATIONERS
116 AND 117 CHANCERY LANE, LONDON, W.C.

0419

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43

a/c to follow

S74

COMPANIES ACT 1929.

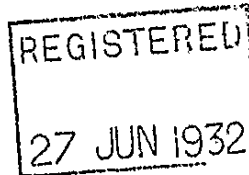
SPECIAL RESOLUTION

(Pursuant to Section 118 (1))

OF

ABBOTT & COMPANY, NEWARK, LIMITED

Passed 23rd June, 1932.



At an Extraordinary General Meeting of Abbott & Company, Newark, Limited, duly convened and held at the Registered Office of the Company situate at Newark-on-Trent in the County of Nottingham on the 23rd day of June 1932, the following Special Resolution was duly passed:—

1. That the Capital of the Company be reduced from £30,000 divided into 10,000 Preference Shares of £1 each and 20,000 Ordinary Shares of £1 each to £25,500 divided into 5,500 Preference Shares of £1 each and 20,000 Ordinary Shares of £1 each and that such reduction be effected by returning to the holders of 4,500 Preference Shares (all of which have been issued and are fully paid) paid up Capital which is in excess of the wants of the Company to the extent of £1 per Share in respect of such 4,500 Preference Shares and by cancelling the whole of such 4,500 Preference Shares.

J. C. Wright

SECRETARY.



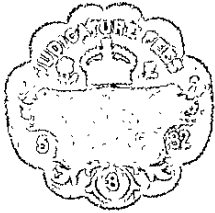
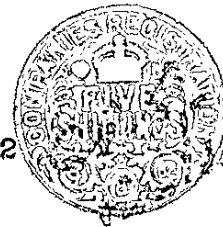
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Po.45

MONDAY the 25th day of JULY 1932

B.93



IN THE MATTER OF ABBOTT & COMPANY NEWARK LIMITED

and

IN THE MATTER OF THE COMPANIES ACT, 1929

UPON THE PETITION of the above named Abbott & Company Newark Limited whose registered office is situate at Newark-on-Trent on the 29th day of June 1932 preferred unto this Court And UPON HEARING Counsel for the Petitioner And UPON READING the said Petition the Order dated the 11th July 1932 (directing that Section 56(2) of the above mentioned Act shall not apply to any class of Creditors of the above-named Company) the Affidavit of John Charles Wright filed the 5th July 1932 and the several Exhibits in the said Affidavit referred to the "London Gazette" and the "Times" Newspaper both dated the 15th July 1932 and the "Newark Herald" Newspaper dated the 16th July 1932 all containing a notice of the presentation of the said Petition and that the same was appointed to be heard this day

REGISTERED
3 AUG 1932

THIS COURT DOETH ORDER that the reduction of the capital of the said Company resolved on and effected by the Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 23rd June 1932 which resolution was in the words and figures following, that is to say:-

"THAT the Capital of the Company be reduced from £30,000 divided into 10,000 Preference Shares of £1 each and 20,000 Ordinary Shares of £1 each to £25,500 divided into 5,500 Preference Shares of £1 each and 20,000 Ordinary Shares of £1 each and that such reduction be effected by returning

to the holders of 4,500 Preference Shares
(all of which have been issued and are fully
paid) paid up capital which is in excess of
the wants of the Company to the extent of £1
per share in respect of such 4,500 Preference
Shares and by cancelling the whole of such
4,500 Preference Shares"

be and the same is hereby confirmed in accordance
with the provisions of the above-mentioned Act

AND THE COURT DOTH HEREBY APPROVE the Minute
set forth in the Schedule hereto

AND IT IS ORDERED that this Order be produced
to the Registrar of Companies and that an Office
Copy hereof be delivered to him together with a
copy of the said Minute

AND IT IS ORDERED that Notice of the
Registration by the Registrar of Companies of this
Order and of the said Minute be published once in the
"London Gazette" and in the "Times" and the "Newark
Herald" Newspapers within 10 days after such
Registration

Frank Mellor

Registrar

(S)

THE SCHEDULE BEFORE REFERRED TO

MINUTE APPROVED BY THE COURT



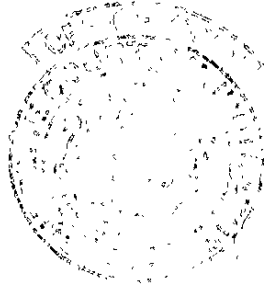
"THE Capital of Abbott & Company Newark Limited
is henceforth £25,500 divided into 5,500 Preference
Shares of £1 each and 20,000 Ordinary Shares of £1
each reduced from the former capital of £30,000
divided into 10,000 Preference Shares of £1 each
and 20,000 Ordinary Shares of £1 each. At the
time of the registration of this Minute (a) none
of the said 5,500 Preference Shares has been

issued (b) 9,006 of the said 20,000 Ordinary Shares Mod.

1 to 9,006 have been issued and the amount of £1 per share is deemed to be paid up thereon and (c) the remaining 10,994 Ordinary Shares have not been issued"

(12)

12



Handwritten signature or initials.

25th July 1932

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR JUSTICE EVE

re ABBOTT & COMPANY NEWARK
LIMITED

and

re THE COMPANIES ACT, 1929

Office Copy

O R D E R

confirming reduction of
Capital

For 10

*Completed
3 Dec 1932
Frank Miller
Registrar*

G. S. Oxenburgh & Johnson,
4 Old Jewry, E.C.2.

Agents for

Tutin & Co.,
Nottingham.

Petitioner's Solicitors

DUPLICATE FOR THE FILE.

No. 59225



Certificate of Registration
OF
ORDER OF COURT AND MINUTE
ON
REDUCTION OF CAPITAL.
(Pursuant to sec. 58 of the Companies Act, 1929.)

ABBOTT AND COMPANY, NEWARK, LIMITED

having by Special Resolution reduced its Capital, as confirmed by an Order of the High Court of Justice,
Chancery Division, bearing date the 25th day of July 1932.

I hereby Certify the Registration of the said Order and of a Minute, showing the
present capital and shares of the Company, as fixed by the said Order.

Given under my hand at London, this eighth day of August One
Thousand Nine Hundred and thirty-two.

Registrar of Companies.

Certificate received by J. W. B. Stevens for C. S. Greenburgh & Johnson
Date 10 August, 1932

THE COMPANIES ACT, 1948

SPECIAL RESOLUTION

(Pursuant to The Companies Act, 1948, Sections 10 and 14)

of

ABBOTT AND COMPANY, NEWARK, LIMITED

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company duly convened and held at the Registered Office of the Company, at Newark on Trent in the County of Nottingham on the 23rd day of April 1970, the following Resolution was duly passed:-

THAT the Articles of Association of the Company be altered as follows:-

- (1) By deleting Article 92 thereof and substituting therefor "92. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company."
- (2) By deleting Article 95 (C).
- (3) By renumbering Articles 95 (D) and 95 (E) to read 95 (C) and 95 (D) respectively.

*when 8 lbs.
10 lbs. of steel
Newark on Trent.*

W. F. Asbury
Chairman.

Presented to the Registrar of Companies on the

day of *May* 1970.



Number of Company : 59225

191.

STILL Private

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to The Companies Act 1948 Sections 10 and 141)

OF

ABBOTT AND COMPANY NEWARK LIMITED

Passed the 11th day of November 1971.

At an Extraordinary General Meeting of the above-named Company, duly convened and held at the Registered Office of the Company Northern Road, Newark on Trent in the County of Nottingham on the 11th day of November 1971, the following SPECIAL RESOLUTION was duly passed:-

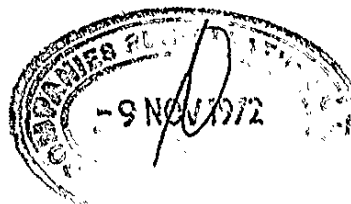
That the new Articles of Association already approved by this Meeting and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles thereof.

21



.....*H. T. Asbury*.....

CHAIRMAN.



JS

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ABBOTT AND COMPANY NEWARK LIMITED

(Adopted by Special Resolution passed on the 11th day of November 1971)

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, 75 77 and 118 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2,4 and 5 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

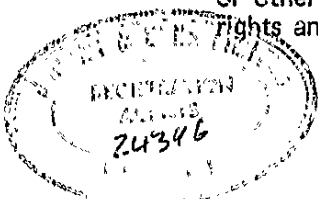
WKA. 3. The Share Capital of the Company at the time of the adoption of these Articles is ~~£50,000~~ divided into ~~10,000~~ Preference Shares of £1 each and 20,000 Ordinary Shares of £1 each. The said Preference Shares and Ordinary Shares shall confer on the holders thereof the rights and privileges hereinafter declared, and such rights and privileges shall be subject to variation in the manner provided by Article 6 hereof and not otherwise.

4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit. A transfer of fully paid Shares need not be executed by or on behalf of the transferee; and Clause 22 in Part I of Table A shall be modified accordingly.

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

MODIFICATION OF RIGHTS.

6. If at any time the Capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of Shares, all or any of the rights and privileges attached to each class may be modified by agreement



(f) 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 on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.

(h) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (a) hereof.

(j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

GENERAL MEETINGS.

8. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

between the Company and any person purporting to contract on behalf of that class, provided such agreement is either (a) ratified in writing by the holders of at least three-fourths of the nominal amount of the issued Shares of that Class; or is (b) confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of the issued Shares of that class, and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such meeting, except that the quorum thereat shall be Members holding, or representing by proxy, three-fourths of the nominal amount of the issued Shares of that class. This Clause is not by implication to control the power of modification which the Company would have if this clause were omitted.

TRANSFER OF SHARES.

7. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.

(b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(c) Except where the transfer is made pursuant to Sub-Article (a) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and 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 (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (e) of this Article. The transfer notice may include two or more 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.

(d) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(e) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.

9. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

VOTES OF MEMBERS.

10. The said Preference Shares shall not confer on the holders the right to attend or vote, either in person or by proxy, at any General Meeting, or to have notice of such meeting, unless the meeting is convened for reducing the Capital, or winding up or sanctioning a sale of the undertaking, or altering the regulations of the Company, or where the propositions to be submitted to the meeting directly affect the rights and privileges of the holders, or the Dividend thereon is, and so long as it is, in arrear for more than three months; and Clauses 62 and 134 in Part I of Table A shall be modified accordingly.

DIRECTORS.

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than three nor more than seven.

12. The Directors of the Company at the time of the adoption of these Articles are:- Winifred Frances Asbury, Arthur Charles Wright, David Wright, Maud Abbott and Harry Spencer Papworth.

13. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company.

14. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

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

DIVIDENDS.

16. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall first be applied in paying to the holders of Preference Shares a Cumulative Preferential Dividend to the close of such year or other period at the rate of Six per centum per annum, and the balance shall be divided among the holders of Ordinary Shares. All Dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the Dividend is paid, but no amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share. All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly.

ACCOUNTS.

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of The Companies Act 1967".

AUDIT.

18. In Clause 130 in Part I of Table A the words "162 of the Act" shall be deleted and the words "161 of the Act and Sections 13 and 14 of The Companies Act 1967" shall be substituted therefor.

WINDING UP.

19. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall be applied: First in repaying to the holders of Preference Shares the amounts paid or credited as paid on such Preference Shares respectively together with all arrears (if any) and accruals of the said Preferential Dividend, whether earned or declared or not, down to the date of the commencement of the winding up. Secondly, in repaying to the holders of Ordinary Shares the amounts paid or credited as paid on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

COMPULSORY RETIREMENT.

20. The holders for the time being of nine-tenths of the issued Capital may at any time serve the Company with a requisition to enforce the transfer of any particular Shares not held by the requisitionists. The Company shall forthwith give to the holder of such Shares notice in writing of the requisition (with a copy of this clause subjoined) and unless within 14 days afterwards the holder shall give to the Company notice of his desire to transfer the same, he shall be deemed at the expiration of that period, to have given a transfer notice to the Company in respect of his shares, in accordance with Clause 7 hereof, and to have specified therein the amount of Capital paid up on such Shares as the sum he fixes as the fair value thereof. For the purposes of this Clause, any person entitled to transfer a Share under the transmission clause shall be deemed the holder of such Share.

H. J. Asbury
Chairman

11. 11. 71

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

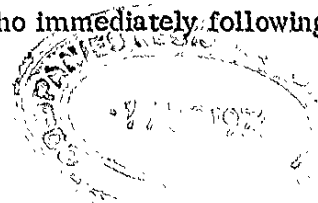
ABBOTT AND COMPANY, NEWARK, LIMITED
(Passed 27th June 1974)

At an Extraordinary General Meeting of the Members of the above named Company duly convened and held at Newark Boiler Works, Newark, on Thurs day the 27th day of June 1974 the following Resolutions were duly passed as Special Resolutions of the Company:-

RESOLUTIONS

1. That the existing 5,500 unissued Preference Shares of £1 each in the capital of the Company shall be forthwith converted into and called Ordinary Shares of £1 each which shall rank in all respects pari passu with the existing 10,994 unissued Ordinary Shares of the Company.
2. That the 9006 issued Ordinary Shares of £1 each in the capital of the Company be forthwith converted into and called Deferred Shares of £1 each. The rights attaching to such Deferred Shares shall be those set out in Article 21 proposed to be adopted as an additional Article of Association of the Company by Resolution number 4 below.
3. That it is desirable to capitalise a sum of £9006 being part of the amount standing to the credit of the Profit & Loss Account of the Company and accordingly and pursuant to Regulation 128 of Part 1 of Table A in the First Schedule to the Companies Act 1948 that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied in paying up in full 9006 of the unissued Ordinary Shares of the Company to be allotted and distributed credited as fully paid up to and amongst such members being the persons who immediately following the passing of the

OYEZ SERVICES LIMITED
COMPANY DIVISION
OYEZ HOUSE, P.O. BOX 55
237 LONG LANE,
LONDON, SE1 4PU



preceding Resolutions are the holders of the Deferred Shares of the Company in the proportion of one new Ordinary Share for every one Deferred Share held by them respectively And that the Directors give effect to such Resolution And that the shares so distributed shall be created for all purposes as an increase of the nominal amount of the capital held by each such person and not as income.

4. That the Articles of Association of the Company be amended as follows:-

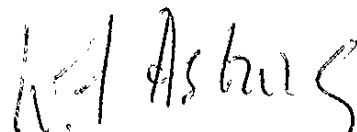
- (a) By deleting Articles 10, 16 and 19.
- (b) By substituting in Article 11 the word "one" for the word "three".
- (c) By the addition of the following Article to be numbered 21:-

"21. The rights and privileges attaching to the said Ordinary and Deferred Shares are as follows:-

(A) INCOME. The Ordinary Shares shall carry all right to income which the Company may determine to distribute in respect of any financial year.

(B) CAPITAL. On a return of capital in a winding up or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied first in repaying to the holders of the Ordinary Shares the nominal amount paid up or credited as paid up on such shares and secondly in repaying to the holders of the Deferred Shares the nominal amount paid up or credited as paid up on such shares. Any surplus shall be payable to the holders of the Ordinary Shares.

(C) VOTING. The Deferred Shares shall not confer upon the holders thereof the right to receive notice of or to attend or vote at any General Meetings of the Company unless the meeting is convened for reducing the capital or winding up or sanctioning a sale of the undertaking, or for the purpose of considering a proposition to be submitted to the meeting directly affecting the special rights or privileges of the holders of such Deferred Shares as a class."



CHAIRMAN.



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binding margin



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

THE COMPANIES ACTS 1948 TO 1981

Form No. 28

28

Notice of consolidation, division, conversion, sub-division, redemption or cancellation of shares, or re-conversion of stock into shares

Pursuant to section 62 of the Companies Act 1948
as amended by the Companies Act 1976

To the Registrar of Companies

For official use

Company number

1116

59225

Name of company

ABBOTT AND COMPANY NEWARK

Limited*

*Delete if
inappropriate

Notice of consolidation, division, sub-division, or conversion into stock or shares, specifying the shares so consolidated, divided, sub-divided, or converted into stock, or of the re-conversion into shares of stock, specifying the stock so re-converted, or of the redemption of redeemable shares or of the cancellation of shares (otherwise than in connection with a reduction of share capital under section 66 of the Companies Act 1948).

The above-named company hereby gives you notice, in accordance with section 62 of the Companies Act 1948 that:

The 9006 issued Deferred Shares of £1 each in the capital of the Company were on the 9th day of May 1984 converted into Ordinary Shares of £1 each ranking in all respects pari passu with the existing Ordinary Shares of the Company.

Signed Elizabeth P. -

Secretary.
[Director] [Secretary]† Date

10th May 1984

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

Ref: RBK/SC
J. A. SIMPSON & COULBY
SOLICITORS
27 REGENT STREET, NOTTINGHAM

For official use
General section

Post room



Please do not write in this binding margin

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

THE COMPANIES ACTS 1948 TO 1976

[~~Extraordinary~~] [Special] Resolution[s]

Pursuant to sections 141 and 143 of the Companies Act 1948

To the Registrar of Companies

Company number

59225

Name of company

ABBOTT AND COMPANY NEWARK

*Limited

Passed

9th

19 84

RES

* delete if inappropriate

At an [~~annual~~] [extraordinary][†] general meeting of the above-named company duly convened and held at Newark Boiler Works, Newark, Nottinghamshire

† delete as appropriate

on the Ninth day of MAY 1984 the under-mentioned resolution[s][†] [was] [~~were~~][†] passed as [~~an extraordinary~~] [a special][†] resolution[s][†]:

1. That the 9006 issued Deferred Shares of £1 each in the capital of the Company be forthwith converted into and called Ordinary Shares of £1 each which shall rank in all respects pari passu with the existing Ordinary Shares of the Company.
2. That the Articles of Association of the Company be amended by deleting Article 21.

Note: to be filed within 15 days after the passing of the resolution(s).

Signed

Arabella Duce

[~~Chairman~~] [~~Director~~] [Secretary][†]

Date

10th May 1984

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

Ref: RBK/SC

J. A. SIMPSON & COULBY
SOLICITORS

27 REGENT STREET, NOTTINGHAM

Form F180

© Fourmat Publishing
25 Bedford Row
London WC1R 4HE
December 1979



Company Number: 59225



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

SPECIAL RESOLUTION

OF


ABBOTT AND COMPANY, NEWARK, LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 14th day of June 1993,
the following SPECIAL RESOLUTION was duly passed:-

That the name of the Company be changed to:-

ABBOTT AND COMPANY HOLDINGS LIMITED

Presented by:
The LONDON LAW AGENCY LTD.
63 Temple Chambers
Temple Avenue London
London EC4Y 0HP


.....
Chairman.

Ref: 143022.

FILE COPY



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 59225

I hereby certify that

ABBOTT AND COMPANY, NEWARK LIMITED

having by special resolution changed its name,

is now incorporated under the name of

ABBOTT AND COMPANY HOLDINGS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 6 JULY 1993


M. LEWIS

an authorised officer

RECORDED