

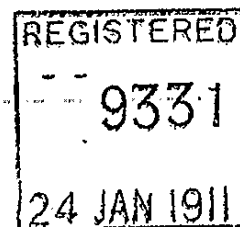
The Companies (Consolidation) Act, 1908."



Declaration of Compliance WITH THE REQUISITIONS OF THE COMPANIES ACT,

Made pursuant to S. 17 (2) of the Companies (Consolidation) Act,
1908, (8 Edw. VII., c. 69), on behalf of a Company proposing to be
Registered as—

THE *Wilkinson & Houghton*



, LIMITED.

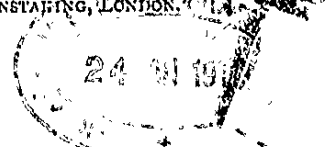
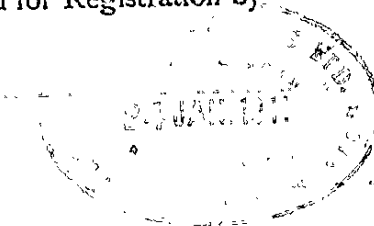
Presented for Registration by

PUBLISHED AND SOLD BY

ALFRED H. ATKINS, LIMITED,

Joint-Stock Companies' Registration Agents, Stationers & Printers,
27 & 28 Fetter Lane, Fleet St., London, E.C.

Telephone: "HOLBORN 495." Telegrams: "PAINSTAKING, LONDON."



Do solemnly and sincerely declare that I am
the County Borough of Grimsby
Solicitor

(a) You insert
"A Solicitor of the
High Court engaged
in the formation,"
or
"A Director" or
"Secretary" named in
the Articles of
Association."

Do solemnly and sincerely declare that I am ^(a) a *Solicitor*
of the High Court engaged in the
formation

Grimsby

of ~~THE~~ *Williamson & Houghton*

LIMITED,

and that all the requisitions of the Companies (Consolidation) Act, 1908,
in respect of matters precedent to the registration of the said Company
and incidental thereto have been complied with. And I make this
solemn Declaration conscientiously believing the same to be true, and
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at *the County Borough*
of Grimsby

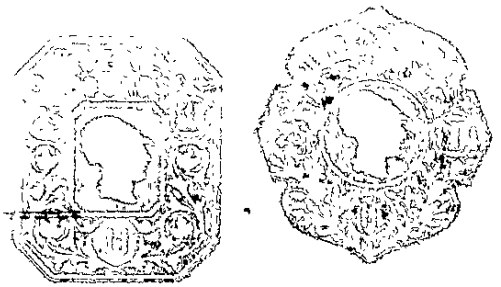
the *23rd* day of *January*

One thousand nine hundred and *eleven*, before

me.

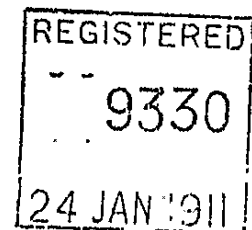
[Signature]
A Commissioner for Oaths.

William Brown



The *Wilkinson & Houghton* —
Company, Limited.

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



This Statement is to be filed with the "Memorandum of Association," or Document, when the Company is registered.

presented for Registration by

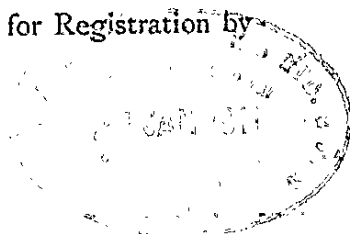
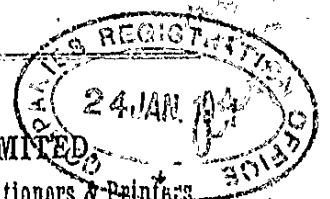
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Telephone: "HOLBORN 495." Telegrams: "PAINSTAKING, LONDON."



THE NOMINAL CAPITAL OF

The *Wilkinson & Houghton*—

— ~~Company~~, Limited,

is — *Nine thousand* — Pounds,

divided into — *Nine thousand* —

Shares of — *One* — Pounds each.

Signature

Alfred H. Atkins, lrs,
per atty

Description

Registering Agents

Date

January 24th 1911

This Statement must be signed by an Officer of the Company.

3

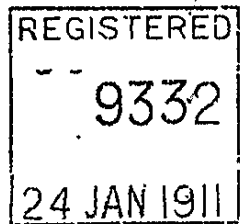
COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

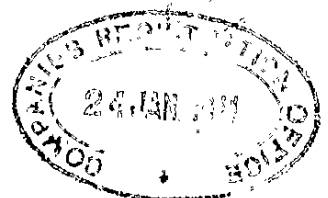
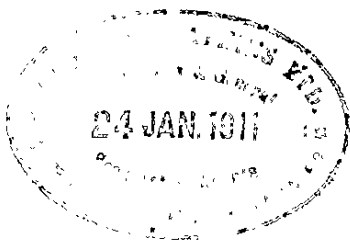
Wilkinson & Houghton, Limited.

1. The Name of the Company is "WILKINSON & HOUGHTON, LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:—



(A) To purchase, or by other legal means acquire, the goodwill of the business of Builders, contractors, builders' merchants, brick and tile manufacturers, and the like, heretofore carried on by GEORGE WILKINSON, JOHN WILLIAM HOUGHTON and JOSEPH SMITH FOWLER, at Cleethorpes and East Halton, both in the County of Lincoln, under the trading style or title of "WILKINSON & HOUGHTON," and either with or without the whole or any part of the assets and liabilities in connection with the said business, including also the trade marks and brands, and other like things, belonging to the beforenamed Vendors in relation to such business, on such terms and conditions in all respects as may be agreed, and the Directors are hereby empowered to adopt and carry out, with such variations or modifications (if any) as may be agreed upon, an Agreement, dated the 11th day of January, 1911, and made between the said GEORGE WILKINSON, JOHN WILLIAM HOUGHTON and JOSEPH SMITH FOWLER of the one part and HENRY WAUDBY BROWN on behalf of the Company of the other part.

(B) To continue, turn to account, carry on, extend, develop, and generally improve and enhance the value of the said business in all respects.



(c) To conduct and carry on business as builders, contractors, and builders' merchants, manufacturers of bricks, tiles, pottery, copings, paving stone and materials; paviors and road contractors, and the like; and to design, build, construct and erect railways, reservoirs, docks, harbours, barracks, public buildings, theatres, skating-rinks, picture palaces, hotels, dwelling and other houses, public or private works, stores, shops or other buildings of any description, whether on the Company's own account or pursuant to any contract or arrangement with any Government, municipal or other Authority, or with any company, firm or person.

(d) To conduct and carry on all or any of the following trades or businesses, that is to say,—Contractors for and dealers in bricks, slates, tiles, sanitary and other pipes, pottery, earthenware, terra-cotta, stone and marble (and all imitations thereof), fire-places, chimney-pieces, hardware, sand, gravel, cement, lime and plaster; paints, pigments, colours, varnishes and enamels, and all kindred or allied compositions, preparations and the like, whether for preservative, decorative or any other purposes whatsoever, wall and other papers, and all other goods, wares and supplies necessary or desirable for any person or persons engaged in the building trades, or the fitting and equipment of dwelling and other houses, or in any allied trades or vocations, including also any of the following,—Shop-front designers and builders; bank, shop, store, office and warehouse fitters and furnishers; manufacturing and general cabinet makers; shop and general blind makers; saw-mill proprietors, timber merchants and importers; manufacturing and general carpenters; joiners and packing case makers, wood carvers and turners, and the like.

(e) To invent, design, manufacture, deal in and generally trade with all or any of the iron, steel, brass, copper, or other metal and general work or wares, cutlery, stoneware, woodware, leather and india-rubber work, and other goods or articles requisite or desirable in connection with any of the purposes of the Company or any of the objects named in this Memorandum of Association, and, in conjunction therewith, to undertake and carry out all or any of the works, services, or operations usually, or which can conveniently be, effected by iron-masters and founders, steel makers and converters, smelters, machine, machine-tool and general implement makers, manufacturers of edge and other tools and implements used in any industry or trade connected with building and the like, and factors for metal appliances, apparatus and other goods for railway, tramway, telegraph, telephone, electric and motor traction, air-ship, harbour, dock, ship-building, shipping, agricultural, horticultural, laundry, electrical, building, and any kindred undertakings, purposes and objects; sanitary, gas, water, electrical, strong-room, safe, mechanical, marine, civil and general engineers, and lock and key smiths; waggon builders and the like; tin and general metal workers; oil merchants and refiners; furnishing and general ironmongers; galvanizers, braziers, annealers, enamellers and stampers; hardware merchants and factors; shipping and forwarding agents, wharfingers and carriers by road, rail, water or otherwise.

(c) To undertake, perform and carry out all or any of the functions or operations ordinarily performed or carried out by manufacturers' agents and general commission merchants, brokers, factors, and agents; and generally to carry on and transact all kinds of agency business, particularly in relation to constructional iron and other metal work, building materials and accessories, and joinery, and the like, and all good and wares utilised in the manufacture or use thereof; also in connection with labour and time-saving inventions, apparatus, and appliances of any description, and engineering and commercial articles and accessories of a novel and useful kind, and likewise in regard to articles and things comprised in hardware and kindred classes and all articles ordinarily supplied by Birmingham, Wolverhampton, Sheffield, and general hardware manufacturers' warehousemen; also to perform and carry out all or any of the work or services ordinarily performed or carried out by carpet beaters and cleaners, planners of carpets and all kinds of floor coverings; dyers, cleaners, house cleaners and renovators; window cleaners; agents for the acquisition, sale or exchange of business concerns; proprietors of pantechnicon and other vans and vehicles; furniture removing and warehousing contractors and auctioneers.

(d) To purchase, for investment or re-sale, land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house and other property, or any interest therein, and generally to deal in, by way of sale, lease, exchange or otherwise, with land and house property and any other property, whether real or personal; and to develop and turn to account any land acquired by or in which the Company is interested, and in particular by preparing building sites, constructing, altering, pulling down, improving, decorating and maintaining houses, factories, buildings, works and conveniences of all kinds, and in this connection to collect rents and generally to manage estates and effect any other business of a kindred nature.

(e) To carry on any other business (except that of life assurance) whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(f) To purchase, lease, or by other means acquire, hold, develop, turn to account, any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, carpentry, joinery, or other works, foundries, factories, warehouses, mills, shops, stores, offices, machinery, plant, stock-in-trade, goods or things, and any other real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

(j) To purchase or otherwise acquire any patents, secret processes or recipes, licences, options, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any invention which may seem to the Company capable of being profitably dealt with; and to test, exploit, use, exercise, develop, grant licences in respect of or otherwise turn to account any such patents, secret processes or recipes, licences, options, concessions and the like, and with a view to the working and development of the same, to carry on any businesses, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to effectuate these objects.

(k) To purchase or otherwise acquire and undertake all or any part of the business, assets and liabilities of any person, firm or company carrying on business wholly or in part similar to the business or businesses which this Company is authorised to carry on, or possessed of any property suitable for the purposes of this Company.

(l) To pay for any property, plant, goodwill, stock-in-trade, book-debts, patents, secret processes, options and business rights or privileges purchased or acquired by the Company, or for services rendered (whether by individuals, firms or companies), either by bills, cash, or in fully or partly paid shares, debentures, bonds or other obligations of the Company, or by two or more of such modes combined. Any Contract relating to the issue of fully or partly paid shares shall be filed with the Registrar of Joint-Stock Companies within one month from the date of allotment of such Shares.

(m) To design, build, construct, fit-up, equip, maintain, improve, enlarge, pull down and remove or replace any carpentry, joinery, or other works, foundries, factories, warehouses, mills, offices, counting-houses, shops, stores or other structures, dwelling and other houses, adjuncts and annexes or other property, which may seem calculated directly or indirectly to advance the Company's interests or to be beneficial or convenient for any of its purposes or for its members, officials, employees and others, and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

(n) To amalgamate with, or to acquire and hold Shares in any other Company or organization having similar objects, or capable of being conducted so as directly or indirectly to benefit this Company.

(o) To apply for, promote and obtain any Act of Parliament, Provisional Order or Licence of the Board of Trade or other authority for enabling the Company to carry out its objects or any of them, or for conferring on the Company any additional powers, or for modifying these presents, or for any other purpose which may seem expedient, and to oppose any bills, proceedings, or applications which may be thought to be directly or indirectly prejudicial to the Company.

(j) To purchase or otherwise acquire any patents, secret processes or recipes, licenses, options, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any invention which may seem to the Company capable of being profitably dealt with; and to test, exploit, use, exercise, develop, grant licenses in respect of or otherwise turn to account any such patents, secret processes or recipes, licenses, options, concessions and the like, and with a view to the working and development of the same, to carry on any businesses, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to effectuate these objects.

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(o) To apply for, promote and obtain any Act of Parliament, Provisional Order or Licence of the Board of Trade or other authority for enabling the Company to carry out its objects or any of them, or for conferring on the Company any additional powers, or for modifying these presents, or for any other purpose which may seem expedient, and to oppose any bills, proceedings, or applications which may be thought to be directly or indirectly prejudicial to the Company.

(p) To sell, let, dispose of, or transfer the business, property and undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, mortgages, debentures or securities in or of another Company; and to sublet any portion of the Company's premises.

(q) To contract to do as Agents for others, or to employ others to do as Agents for the Company, all or any of the business, work or things which the Company is authorised by these presents to do for itself.

(r) To borrow or raise money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, or of its uncalled capital, or without security, or in such other manner as the Company shall think fit, and with such powers of sale and rights of transfer, and upon such terms as to priority, formation of sinking fund or otherwise, as the Company shall think fit, and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments of whatever kind or description; and generally to borrow money in such manner as the Company may think fit.

(s) To enter into partnership, or any joint-purse or joint adventure, reciprocal concession or otherwise, or other arrangement for sharing profits, union of interests, or co-operation with any Company, firm or person carrying on, or proposing to carry on, any business within the objects of this Company, and to acquire and hold shares, stock or securities of any such Company, and sell, hold, re-issue with or without guarantee, or otherwise deal with the same.

(t) To receive money on deposit, current account or otherwise, with or without allowance of interest, and to receive on deposit title deeds and other securities.

(u) To pay all expenses of and incident to the formation and establishment of the Company, and to remunerate any parties for services rendered or to be rendered, either in regard to such formation and establishment, or for 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 conduct of the Company's business.

(v) To establish Agencies for the purposes of the Company in the United Kingdom or abroad, and to regulate or discontinue the same.

(w) To remunerate the employés and servants of the Company and others out of or in proportion to the returns or profits of the Company or otherwise as the Company may think fit, and to make donations to such persons, trade protection or other societies or institutions, and in such cases, and either of cash or other assets, as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.

(x) To promote any other Company for the purposes of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares, debentures or other securities in any such Company.

(y) To engage and appoint all necessary or desirable managers, engineers, metal and other experts, surveyors, travellers, assistants, collectors and canvassers for any department or branch of the Company's business or undertaking, and from time to time, if thought expedient, to remove or suspend any such officers or servants as aforesaid and to appoint others in their stead.

(z) To effect and keep on foot insurances against every kind of risk affecting the property of the Company, and against any injury, damage or loss to arise or occur or to be occasioned by or through any agents, servants or other employes in the employ of the Company, or acting on their behalf, or by or through any other means whatsoever, and to effect and keep on foot insurances on the life or health of, or against accident to, the Company's Directors, servants, or agents, and to effect and keep on foot insurances against any risk or liability of any description to which the Company may or might be or become in anywise subject.

(AA) To invest the moneys of the Company not immediately required for the purpose of its business upon such securities or in such manner as may from time to time be determined by the Directors.

(BB) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. The Capital of the Company is £9,000, divided into 9,000 Ordinary Shares of £1 each. The Company takes power to increase or reduce its Capital from time to time, and to issue any of its Shares for the time being either at par or at a premium.

6. Any of the Shares in the Capital, original or increased, may be issued with such preferential, deferred, restricted or special rights, privileges and conditions as the Company by Special Resolution shall determine; and the same may from time to time be varied in like manner, but so that the rights and privileges attached to or belonging to any class of Shares shall not be in any way modified or interfered with altered unless a majority of the holders of at least three-fourths in value of the Shares of that particular class for the time being issued, vote in favour of the proposed alteration.

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

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<p><i>George Waltham</i> <i>Holme Hill, Greston Avenue, Cleethorpes</i> <i>Builder Contractor and Brick Manufacturer</i></p>	<p><i>One</i></p>
<p><i>John William Houghtons</i> <i>70 Danby Street, Cleethorpes</i> <i>Builder Contractor and Brick Manufacturer</i></p>	<p><i>One</i></p>
<p><i>Joseph Smith Bowler</i> <i>72 Danby Street, Cleethorpes</i> <i>Builder Contractor and Brick Manufacturer</i></p>	<p><i>One</i></p>

Dated the *21st* day of January, 1911.

Witness to the above Signatures:—

William Heywood Solicitor *Grimsby*

THE COMPANIES (CONSOLIDATION) ACT, 1908.
COMPANY LIMITED BY SHARES.

Articles of Association

WILKINSON & HOUGHTON,
LIMITED.

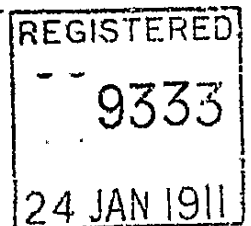
PRELIMINARY.

1. The regulations contained in the Table "A," in the first schedule to "The Companies (Consolidation) Act, 1908," hereinafter referred to as "Table A," shall apply to the Company, save as the same are modified, superseded or supplemented by the Clauses hereinafter appearing, or as may be modified, superseded or supplemented from time to time by "Special Resolution." Clauses 35 to 40, inclusive, relating to Share Warrants, in Table "A," shall not apply to the Company.

Adoption of
Table A.

2. Words importing the singular number only shall include the plural number and *vice versa*; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations. Subject as aforesaid, any words defined in The Companies (Consolidation) Act, 1908, shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

Definitions.



"PRIVATE COMPANY" RESTRICTIONS.

3. The Company shall be carried on as a *Private* Company, within the meaning of Section 121, Companies (Consolidation) Act, 1908, and accordingly:—

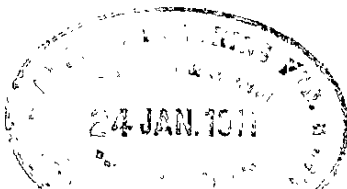
Company to
be private
one.

- (a) The number of Members of the Company (exclusive of persons in the employment of the Company) is hereby limited to fifty; provided that, for the purposes of this provision, where two or more persons hold one or more Shares jointly, they shall be treated as a single Member.
- (b) The Company shall not issue any invitation to the public to subscribe for any of its Shares or Debentures or Debenture Stock.
- (c) The Company shall forthwith adopt the agreement dated the 11th day of January, 1911, mentioned in the third clause of the Memorandum of Association.

SHARES AND CERTIFICATES.

4. The Directors shall not employ the Funds of the Company, or any part thereof, in the purchase of or by way of loan upon Shares of the Company.

Company not
to deal in its
own Shares.



at once of
the same.

5. The Shares shall be under the control of the Directors, who may sell and dispose of the same to such persons, on such terms, and in such manner as they think fit. Subject nevertheless to the stipulations contained in the said agreement with reference to the Shares to be allotted in pursuance thereof. Shares may be issued at par or at a premium, but no Shares shall be issued at a discount.

Payment of
Commission.

6. Upon any offer, from time to time, of Shares for subscription, a commission may be paid to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring, or agreeing to procure, subscriptions, whether absolute or conditional, for any Shares in the Company, to any amount not exceeding ten per cent. on the nominal value of the Shares in each case offered.

Difference in
amounts paid
on Shares.

7. 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 in the time of payment of such Calls.

Trusts not
recognised.

8. The Company shall be entitled to treat the person whose name appears upon the register in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

Renewal of
Certificates.

9. If any Certificate be worn out or lost, it may be renewed on payment of One Shilling or such less sum as the Directors may prescribe, and upon the person requiring the new Certificate giving up the worn-out Certificate, or giving such evidence of its loss or destruction and such indemnity to the Company as will satisfy the Directors.

CALLS ON SHARES.

Calls payable
by instal-
ments.

Instalments
to be treated
as Calls.

10. A Call may be made payable by instalments.

11. If by the terms or conditions of allotment any amount be payable in respect of any Shares by instalments, every such instalment shall be payable as if it were a Call duly made by the Directors, and of which due notice had been given, and all provisions hereof with respect to the payment of Calls and interests thereon, or to the forfeiture of Shares for non-payment of Calls, shall apply to such instalments and the Shares in respect of which they are payable.

Joint holders
severally
liable.

12. The joint holder of Shares shall be severally as well as jointly liable in respect of all payments which ought to be made in respect of such Shares.

TRANSFERS.

Power of
Directors to
refuse
transfers.

13. The Directors may at any time, in their absolute and uncontrolled discretion, decline to register a transfer of any Share, but more particularly on any of the following grounds: (a) That the Company has a lien on the Share: (b) that the transfer has not been effected according to the Articles or Regulations of the Company or is in contravention of any

agreement made by the transferor; (c) that in the case of a Share not fully paid up the transferee is a person unable to pay Calls; (d) that the transferee (not being already a Member) is a person whose interest in the business carried on by the Company or any business of the same nature renders it undesirable, in the opinion of the Directors, that he should be a Member or that he is otherwise in their opinion objectionable; or (e) that the result of the registration would be to reduce the number of Members below the minimum allowed by law, or to increase it beyond the maximum sanctioned by Clause 3 hereof. Notwithstanding the foregoing specific grounds, the Directors shall not be bound to give any reason for refusing to register a transfer.

14. The Directors shall have the same right to refuse to register the person entitled to any Shares by reason of the death, bankruptcy, insolvency, lunacy or infancy of any Member or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

Transfers of deceased and insolvent Members' Shares may be refused.

15. Every instrument of transfer shall be left at the Office for registration, and the certificate of the Shares expressed to be transferred shall be produced, and such other evidence given as the Directors may require to show the right of the transferor to make the transfer.

Transfer to be left at office.

FORFEITURE OF SHARES AND LIEN.

16. The Company shall have a first and paramount lien for all debts, obligations and liabilities of any Member of the Company upon all Shares held by such Member, whether alone or jointly with other persons, and upon all Dividends and Bonuses which may be declared in respect of such Shares, and such lien may be enforced by sale if and whenever the Directors have given to the Member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company to satisfy the said obligation within a time (not being less than fourteen days) specified in such notice, and such Member shall not have complied therewith within the said time.

Lien.

17. When any Shares shall have been forfeited, an entry shall forthwith be made in the register of Members of the Company stating the forfeiture and the date thereof, and so soon as the Shares so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

Entry of particulars.

18. An entry in the minute book of the Company of the forfeiture of any Shares, or that any Shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such Shares that the said Shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such Shares, shall constitute a good title to such Shares, and the name of the purchaser shall be entered in the register as a Member of the Company, and he shall be entitled to a certificate of title to the Shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of the former holder of such Shares, and of any person claiming under or through him, shall be against the Company and in damages only. Clauses 33 to 40, inclusive of Table "A," shall not apply to Share Warrants.

What necessary to give title to purchaser.

ALTERATIONS OF CAPITAL.

19. Upon any increase of Capital, the new Shares shall, subject to the Capital Clauses of the Memorandum of Association, be issued upon such terms and conditions, and with such rights, priorities or privileges as the Company in General Meeting shall direct.

20. The Company may from time to time by special resolution reduce its Capital in any manner allowed by law.

21. The Company may consolidate or subdivide its Shares or any of them.

BORROWING POWERS.

22. The Company may raise or borrow money for the purposes of its business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued Capital, and may issue Bonds, Debentures or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged.

23. The Directors may exercise the borrowing powers hereinbefore given to the Company, and secure the repayment of the amounts so borrowed or raised in any manner in which the Company might so do. The fee chargeable for each inspection of the register of mortgages or charges, by persons other than Members or creditors, shall be One Shilling or such less sum as the Directors shall appoint.

24. If at any time the Company shall redeem any of its Debentures previously issued, the Directors may, on behalf of the Company, keep any such redeemed Debentures alive and may re-issue the same, or any of them, in any manner sanctioned by the Companies (Consolidation) Act, 1908.

GENERAL MEETINGS.

25. A General Meeting shall be held at least once in every year, at such time (not more than 15 months after the holding of the last preceding General Meeting) and place as may from time to time be determined by the Directors.

26. No business shall be transacted at any General Meeting, except the declaration of a Dividend, unless a quorum of Members is present at the time when the Meeting proceeds to business; and such quorum shall consist of not less than two Members personally present, and holding or representing by proxy not less than one-tenth of the issued Capital of the Company.

27. If within half-an-hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place;

and if at such adjourned Meeting a quorum is not present, those Members who are present shall be deemed to be a quorum, and may do all business which a full quorum might have done.

28. Whenever it is intended to pass a special resolution the two Meetings can be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second Meeting contingently on the resolution being passed by the requisite majority at the first Meeting.

VOTES OF MEMBERS.

29. Upon a show of hands every Member shall have one vote only, and upon a poll every Member shall have one vote for every Share, of whatever class, held by him upon which there are no Calls in arrear. A poll shall be held whenever demanded by a Member or Members together holding or representing by proxy not less than one-tenth of the Capital of the Company for the time being issued. Votes.

DIRECTORS.

E. W. J. 23 30. The number of Directors shall not be less than two nor more than ~~five~~ ^{four} (some of whom may be appointed for life and one of whom may be termed "Managing Director"). Any Director may also occupy the position of Manager or any other office (except that of Auditor) in or under the Company. Number of Directors.

31. The persons hereinafter named shall be the first Directors of the Company, that is to say:—GEORGE WILKINSON, JOHN WILLIAM HOUGHTON and JOSEPH SMITH FOWLER, and each of them shall, subject to Clause 39 hereof (save paragraph (e) thereof) be entitled to hold such office for the term of his natural life; and the said first Directors shall have power, until the first Ordinary General Meeting in the year 1912, to appoint any other person or persons to the office of Director, provided that the total number of Directors does not at any time exceed the maximum specified in the preceding clause. Clauses 78 and 79 of Table "A," as to retirement of Directors, shall not apply to the three first Directors hereby appointed. Until otherwise determined by the Directors, two Directors shall form a quorum for a Board Meeting. First Directors.

32. Until otherwise determined by resolution of an Extraordinary General Meeting, any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but shall be subject to confirmation by the Company in General Meeting. Power to add to number.

33. The qualification of every Director shall be the holding, in his own right and as sole holder, of Ordinary Shares of the Company to the nominal value of not less than five hundred pounds. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within two months of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid, he shall be deemed to have agreed with the Company to take from the Company so many Shares as shall be necessary to make up with the Shares which he then holds the amount of his said qualification, and his name shall be entered in the register of Members accordingly. Qualification.

Directors may acquire property and pay for same by Shares or otherwise.

34. The Directors may purchase, take on lease, or otherwise acquire for or on behalf of the Company, any business concern, goodwill, stock-in-trade, plant, land, buildings, patents, concessions, rights and privileges and other property which this Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit; and they may at their own discretion pay for any such business concern, goodwill, stock-in-trade, plant, land, buildings, patents, concessions, rights and privileges and other property, or for services rendered to the Company, either wholly or partially in cash, or in Shares of any class, Debentures or other securities of the Company, or by any combination of these modes; and they are hereby authorised to enter into and adopt any agreement or agreements in relation thereto, with full authority to agree at any time, and from time to time, to any modifications therein.

Directors may appoint and remove Managers, &c., &c.

35. The Directors may at their discretion (but subject to the provisions of any contract) appoint, remove or suspend and re-appoint such managers, engineering and other experts, travellers, collectors, agents, assistants and other officers and servants, for permanent, temporary or other services as they may from time to time think fit, and may determine their duties and fix their salaries and emoluments, and require security in such instances and to such amount as they may think fit.

Remuneration of Directors.

36. The first Directors shall be paid out of the Funds of the Company by way of remuneration of their services the following sums annually, namely, to the said GEORGE WILKINSON £300, to the said JOHN WILLIAM HORTON £250, to the said JOSEPH SMITH FOWLER £150, and all subsequent Directors shall be paid such remuneration for their services as the Company in General Meeting may from time to time prescribe, and such remuneration shall be divided amongst them in such proportion as the Directors themselves determine, and in default of determination equally.

Travelling Expenses.

Special Remuneration for extra services.

37. The Directors may be paid all their travelling and other expenses properly and necessarily incurred by them in and about the business of the Company, and if any Director shall be required to perform extra services, or visit or reside at any place remote from his home, either in the United Kingdom or abroad, or shall otherwise be specially occupied about the Company's business, he shall be entitled to receive a remuneration to be fixed by the Board, or at the option of such Director by the Company in General Meeting, and such remuneration may be either in addition to or substitution for his remuneration provided in the last preceding Article.

Resolution without Board Meeting.

38. 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.

DISQUALIFICATION OF DIRECTORS.

Disqualification.

39. The office of a Director shall be vacated—

(a) If he become bankrupt or insolvent or compound with his creditors.

(b) If he become of unsound mind or be found a lunatic.

- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary qualification in Shares.
- (e) If he absent himself from Board Meetings of the Company for three consecutive months without the special leave of his co-Directors.
- (f) If he give the Directors one month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid, unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

40. Any Director shall have full and free power to trade with the Company and the Company shall have the like power to trade with any Director, and accordingly any Director may enter into contracts or other arrangement with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Board at or before the time when such contract, arrangement or dealing is determined upon his interest therein, or, if such interest be subsequently acquired, provided that he on the first occasion possible disclose to the Board the fact that he has acquired such interest. But, save with the knowledge and consent of all his co-Directors, no Director shall vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration.

Director may contract with Company.

MANAGING DIRECTOR.

41. The said GEORGE WILKINSON shall be the Managing Director for so long as he may desire, but without any additional remuneration to that fixed in Clause 36, and upon his retirement the Directors may, from time to time, appoint one of their body to be Managing Director of the Company, either for a fixed term or without any limitation as to the period for which he is to hold such office, and may from time to time remove or dismiss him from office and appoint another in his place.

First Managing Director.

42. 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 think fit, and subject to the terms of any contract, or of a resolution of a Board Meeting, or both, 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 or in substitution for all or

Powers may be delegated.

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.

Remuneration of Managing Director.

43. The remuneration of a Managing Director (other than the said GEORGE WILKINSON) shall, subject to the terms of any Agreement between him and the Company, be fixed either by the Directors, or by the Company in General Meeting, as the Managing Director shall himself elect, and may be by salary (in addition to, or in substitution for, that to which he may be entitled under clause 36 hereof), or commission, or participation in profits, or by all or any of these modes combined

Managing Director not to retire by rotation.

44. 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.

THE SEAL.

Seal and Sealing.

45. The Directors shall forthwith procure a Common Seal to be made for the Company, and shall, as soon as the same is received, provide for the safe custody thereof. The Seal shall never be affixed to any document except by the express authority of a resolution of the Board of Directors or of a Committee of Directors empowered thereto, and in the presence of at least two Directors, who shall affix their signatures to every document so sealed, and any so sealed shall also be countersigned by the Secretary or some other person appointed by the Directors for that purpose. The Directors may cause the Common Seal to be destroyed and another substituted therefor.

DIVIDENDS.

Dividends, how payable.

46. Subject to the provisions of the Capital clauses of the Memorandum of Association, the net profits of the Company shall be divisible by way of Dividend among the Members in proportion to the amount paid up or credited as paid up respectively on their Shares.

Interim Dividends.

47. The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company.

Notice of Dividend.

48. Notice of any Dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members.

RESOLUTION WITHOUT MEETING.

Resolution without Meeting.

49. Any resolution signed by all the Members for the time being of the Company entitled to vote shall be as valid and effectual as a resolution passed in the ordinary manner by the Members assembled in General Meeting, but this clause shall not apply to a resolution passed in

in part of any matter which, by the statutes or these presents, ought to be dealt with by special or extraordinary resolution.

ACCOUNTS.

50. The Directors shall cause true accounts to be kept—

Accounts to be kept.

- (a) Of the assets of the Company.
- (b) Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place.
- (c) Of the credits and liabilities of the Company.

51. The Books of Account shall be kept at the Registered Office of the Company, or at the Secretary's Office, or at such other place as the Directors may determine. The Directors shall by resolution determine to what extent and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of Members; and the Members shall have only such rights of inspection as are given to them by statute or by such resolution as aforesaid. Provided always that the Company in General Meeting may direct that any person or persons shall have a right to inspect and make extracts from any books of the Company.

Limitation of right to inspect.

52. A copy of the Annual Balance-Sheet and Report shall, for seven days previous to the Meeting, be kept at the Registered Office, open for the inspection of the Members, and shall also be open at the Meeting, but the same shall not, except in the absolute discretion of the Directors be circulated, and no copy of or extract from the same shall be taken or made, but a copy may be furnished on any terms allowed by Statute.

Balance-Sheet and Report.

AUDIT.

53. Auditors shall be appointed and their duties regulated in accordance with Sections 112 and 113, Companies (Consolidation) Act, 1908, or any statutory modification thereof for the time being in force.

Auditors and Audit.

SECRETARY.

54. The Directors may appoint any person whom they deem fit to be the Secretary to the Company, and he shall, subject to any Agreement between him and the Company, retain office until the Directors by resolution otherwise determine, or until he resigns. His remuneration (if any, as Secretary) shall be fixed by the Directors.

Secretary.

RULES AND REGULATIONS.

55. The Directors may, in their absolute discretion, draw up or make, and from time to time supplement, repeal or vary Rules and Regulations

Rules, &c., for controlling business with Depositors and others.

for controlling and conducting the business affairs and proceedings of the Company generally, but particularly in relation to its Members, depositors, borrowers, customers, officers and servants. Provided always that no Rule or Regulation shall be made under this Article which would amount to such an addition or alteration of the Company's Articles as could only legally be made by a Special Resolution passed and confirmed in accordance with Section 69, Companies (Consolidation) Act, 1908.

NOTICES.

Members out
of the United
Kingdom.

56. No Member shall be entitled to have a notice served on him at any address not within the United Kingdom; and any Member whose registered address is not within the United Kingdom may, by notice in writing, require the Company to register an address within the United Kingdom which, for the purpose of the service of notices, shall be deemed to be his registered address. Any person not having a registered address within the United Kingdom, and not having given notice as aforesaid, shall be deemed to have received notice in due course when such notice shall have been displayed in the Registered Office of the Company for the space of forty-eight hours.

MISCELLANEOUS.

Solicitors,
Bankers and
Accountants.

57. The appointment of Solicitors, Bankers and Accountants of the Company, and the method of signing cheques, bills and the like, shall be decided by the Directors.

WINDING UP.

Assets may
be distributed
in specie.

58. With the sanction of an extraordinary resolution of the Shareholders, any part of the assets of the Company, including any Shares in other companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any Shares whereon there is any liability.

Application
of Assets.

59. The assets of the Company available for distribution among the Members shall be applied and distributed among all the holders of Shares in the Company in proportion to the number of Shares held by them respectively.

Names, Addresses and Descriptions of Subscribers.

George Wilkinson

Holme Hill Breton Avenue Cleethorpes

Builder Contractor and Brick Manufacturer

John William Houghton

70 Dambney Street Cleethorpes

Builder Contractor and Brick Manufacturer

Joseph Smith Fowler

72 Dambney Street Cleethorpes

Builder Contractor and Brick Manufacturer

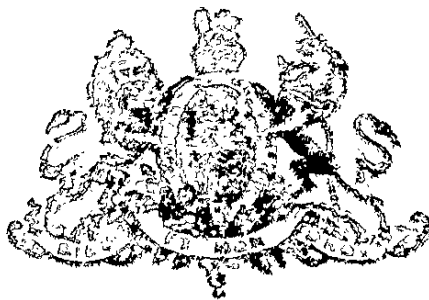
Dated the 21st day of January, 1911.

Witness to the above Signatures:—

William Brown Solicitor Grimsby

DUPLICATE FOR THE FILE.

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Certificate of Incorporation

I Hereby Certify, That the
Wilkinson & Houghton, Limited

is this day Incorporated under the Companies (Consolidation) Act, 1908, and that the Company is Limited.

Given under my hand at London this

Twenty fourth day of *January*

One Thousand Nine Hundred and *eleven*

Fees and Dead Stamps £ *7⁰ 10⁰ 0*

Stamp Duty on Capital £ *22⁰ 10⁰ 0*

Geo. Hargreaves

Assistant Registrar of Joint Stock Companies.

Certificate received by

Walter H. Atkins Esq.

27 Fenchurch Lane E.C.

Registering Agents

Date

Jan 26 11