

Number of }
Company }

Form No. 41.

THE COMPANIES ACT, 1929.



A 5s.
Companies'
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

Richard Henry

and Son

LIMITED.

REGISTERED

22 JUL 1932

Presented by

WILL WOULDRIIDGE & Co

Beildon House, Moorgate,

London, E. C. 2.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 27 & 28 Walbrook, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1,
15 Hanover Street, W.1; 19 & 21 North John Street, Liverpool; and 68 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

I, Walter David Isaacs

of 59 Oxford Terrace

Hyde Park W.2

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland
"an Enrolled Law
"Agent") "engaged
"in the formation."

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary."

Do solemnly and sincerely declare that I am (a) a person
named in the articles of
association as a Director
(art 17)

of Richard Henry and Son

Limited, and that all the requirements of the Companies Act, 1929,
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 13/14 Walton

in the City of London

the 15 day of July 1932

Before me,

Adlongford

Walter David Isaacs

Number of
Company

201133/2

Form No. 25.

THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.



Statement of the Nominal Capital

OF

Richard Henry and Son

LIMITED.

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

NOTE.—The Stamp Duty on the Nominal Capital is One Pound for every £100 or fraction of £100.

REGISTERED

22 JUL 1932

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

Presented by

WILK WOODBRIDGE & CO.

Basilton House, Moorgate,

London, E.C. 2.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 27 & 28 Walbrook, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 19 & 21 North John Street, Liverpool; and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

Richard Henry

and Son, Limited,

is £ 500, divided into Five Hundred

Shares of one pound each.

*Signature Walter D. Isaacs

Officer Director

Dated the 15th day of July 1932

* This Statement should be signed by an Officer of the Company.

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum
AND
Articles of Association
OF
Richard Henry & Son,
LIMITED.

Incorporated the day of , 1932.

Certificate No.

HILL, WOOLDRIDGE & CO.,

Chartered Accountants,

Basildon House,

Moorgate,

London, E.C.2.



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THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

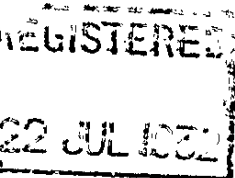
Richard Henry & Son, LIMITED.

1. The name of the Company is "RICHARD HENRY & SON, 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 carry on the business of printers, all or any of the business of lithographers, stereotypers, electrotypers, photographic printers, photo lithographers, engravers, die sinkers, stationers, envelope manufacturers, book-binders, account book manufacturers, machine rulers, numerical printers, relief stampers, label makers, picture and other frame makers, bullion and other leather bag dealers and manufacturers, toy and fancy goods dealers and merchants, paper makers, cardboard manufacturers, type founders, photographers, manufacturers of and dealers in carbon papers and typewriter ribbons, typewriters and accessories, office furniture, playing, visiting, railway, festive, complimentary and fancy cards and valentines, dealers in parchment, dealers in stamps, advertising agents, designers, draughtsmen, ink manufacturers, book-sellers, publishers and dealers in the materials used in the manufacture of paper, engineers, cabinet makers, and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them, or connected therewith.



- (B) To manufacture and produce, and either as principals or agents, trade and deal in by hire purchase or otherwise in any articles belonging to any such business or businesses and all apparatus, appliances and things used in connection therewith or with any inventions, patents or privileges for the time being belonging to the Company and to let out on hire all or any of the property of the Company (whether real or personal) including every description of apparatus or appliances of the Company.
- (C) 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 the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (D) To purchase or by any other means acquire 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, and any buildings, offices, factories, mills, works, wharves, plant, barges, vessels, or things, and any 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.
- (E) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (F) To apply for, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

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- (g) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
 - (h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
 - (j) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
 - (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (L) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (M) 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 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's interests.
- (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation company, or person, any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (P) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (Q) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (R) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions

to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (s) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (t) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (u) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (v) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (w) To procure the Company to be registered or recognised in any Dominion or Dependency and in any Foreign Country or Place.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is limited.

5. The Share Capital of the Company is £500, divided into Five hundred Shares of £1 each.

6. The Company has power to increase the capital from time to time by the creation of new shares of such an amount as may be deemed expedient. Any of the shares of the Company for the time being unissued, and any new shares from time to time to be created may from time to time be issued with any such guarantee, or any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or with such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any special right or without any right of voting, and generally on such terms as the Company may from time to time determine. The rights, privileges or conditions for the time being attached to any shares in the Company shall be subject to be modified, abrogated or otherwise dealt with in accordance with the provisions in that behalf for the time being contained in the Company's Articles of Association.

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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.
<i>Walter David Isaacs</i> <i>59 Oxford Street</i> <i>Hyde Park W2</i> <i>Diamonds & Precious Stones Dealers.</i>	<i>One.</i>
<i>Henry Cowan</i> <i>10. Dollis Hill Ave</i> <i>Bricklayerwood</i> <i>N. W. 2.</i> <i>Printer & Stationer.</i>	<i>One.</i>

Dated the 15th day of *July*, 1932.

Witness to the above Signatures—

William Edward Woodbridge,
Basildon House,

Moorgate, E. C. 2.
Chartered Accountant.

267189
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THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

Richard Henry & Son,
LIMITED.

REGISTERED

22 JUL 1932

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (hereinafter referred to as "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses numbered 30, 40, 45, 64, 65, 66, 69, 72, 78, 79, and 104 of Table A shall not apply to this Company: but in lieu thereof, and in addition to the remaining Clauses of Table A, as modified hereby, the following shall be the Regulations of the Company.

2. The Company shall be a Private Company within the meaning of the Companies Act, 1929, and accordingly the following provisions shall have effect:—

- (A) The Company shall not offer any of its Shares or Debentures to the public for subscription.
- (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
- (C) The transfer of Shares in the Company shall be restricted in the manner hereinafter provided.

3. 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.

SHARE CAPITAL AND SHARES.

4. The original Share Capital of the Company is £500, divided into Five hundred Shares of £1 each.

5. All share capital, whether original or increased may be allotted or otherwise disposed of by the Directors, to such persons, at such times, and generally on such terms and conditions as they think fit.

6. The Company may pay a commission not exceeding 10 per cent. of the nominal amount of any share 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 absolutely or conditionally, for any Shares in the Company, and the Company reserves to itself the right to satisfy the same or any part thereof by the issue of fully paid Shares taken as of par value.

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

8. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times every such instalment shall be payable, as if it were a call duly made by the Directors of which due notice had been given.

9. The lien conferred by Clause 7 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 several joint Holders.

10. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS.

11. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think

fit, but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued Capital, or by the issue, at such price as they may think fit, of Bonds or Debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

12. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

13. A General Meeting of the Company shall be held once in each calendar year at such time (not being more than fifteen months after the holding of the last preceding General meeting), and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened, to be held at any time during the next succeeding month, by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; all other General Meetings shall be called "Extraordinary General Meetings."

14. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one-tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

15. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

16. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

17. The following persons shall be the first Directors of the Company : Walter D. Isaacs and Henry Cowan.

18. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

19. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than one Pound. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

20. The remuneration of the Directors shall be determined by the Directors and shall be divided among them in such proportions and in such manner as they shall agree. Provided that in default of agreement any Director who shall not have served during the whole period for which the remuneration is payable shall receive only an amount proportioned to the time served by him. Any resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors.

21. A memorandum in writing signed by all the Directors for the time being and pasted in or attached to the Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

22. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors ; or
- (B) If he is found lunatic or become of unsound mind ; or
- (C) If he be convicted of an indictable offence ;

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- (D) If he cease to hold the necessary Share qualification or do not obtain the same within one calendar month from the date of his appointment.
 - (E) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
 - (F) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
 - (G) If he give the Directors one calendar 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.

23. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings 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 Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But 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, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

24. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

NOTICES.

25. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

26. If the Company shall be wound up the assets remaining after the payment of debts and liabilities of the Company and the costs of the liquidation shall be applied : First, in repaying to the Members the amounts paid up or credited as paid up on the Shares held by them respectively ; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively : Provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.

27. With the sanction of an Extraordinary Resolution of the Members any part of the assets of the Company, including any shares in or securities of other companies, may be divided among 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.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Walter David Isaacs
59 Oxford Terrace
Hyde Park W.2.

Diamonds & Precious Stone Dealer.

Henry Owen.
10, Dollis Hill Ave
Cricklewood, N.W.2.

Printer & Stationer.

Dated the 15th day of July, 1932

Witness to the above Signatures—

William Edward Woodridge
Basildon House,
Moorgate, E.C.2.
Chartered Accountant.

DUPLICATE FOR THE FILE.

No. 267189



Certificate of Incorporation

I Hereby Certify,

That

RICHARD HENRY & SON, LIMITED

is this day Incorporated under the Companies Act, 1920, and that the Company is Limited.

Given under my hand at London this twenty-second day of July One
Thousand Nine Hundred and thirty-two.

[Signature]
Assistant Registrar of Companies.

Certificate
received by

*Hill & Son Ltd & Co.
T. Cole*

Date 22 July 1932