

Number of }
Company }

403677

Form No. 41.

"THE COMPANIES ACT, 1929."

Declaration of Compliance



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

WITH THE

REQUIREMENTS OF THE COMPANIES
ACT, 1929,

Made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,
on behalf of a Company proposed to be Registered as

J.A.R.

BURBANK

LIMITED.

Telegrams: "Certificate, Estrand, London."

Telephone No.: Holborn 0434

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,
116 CHANCERY LANE, LONDON, W.C. 2,

13 BROAD STREET PLACE, E.C.2, and 28A MOSTYN STREET, LLANDUDNO.

esented by



I

PHILIP RUTLAND DAWBY of 50 New Inn Hall Street in the

City of Oxford Solicitor

*Here insert-
"A Solicitor
of the Su-
preme Court
(or in England
an Enrolled
Law Agent")
engaged in
the formation
or "or "A
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

Do solemnly and sincerely Declare that I am* a Solicitor of the
J.A.R.
Supreme Court engaged in the formation of BURBANK

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 **Oxford**

the **28th** day of **December**

One thousand nine hundred and forty five

before me,

[Signature]

A Commissioner for Oaths. †

† or Notary Public or Justice of the Peace.

Philip R. Dawby

Re-declared at Oxford
the 18th day of January 1946

Before me
[Signature]

A Commissioner for Oaths.

Number of
Certificate)

403677

[Form No. 25,

THE STAMP ACT, 1891, and THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.



Duty at the
rate of 10s.
for every
£100 must
be impressed
here.

Statement of the Nominal Capital

OF

J.A.R. BURBANK

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as
amended by Section 41 of The Finance Act, 1933.

The Statement is to be lodged with the Memorandum of Association and
other Documents when the Registration of the Company is applied for.

110-76252

Telegram: "CERTIFICATE, ESTRAND, LONDON."

Telephone No.: HOLBORN 0434.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 CHANCERY LANE, LONDON, W.C. 2

3 BROAD STREET PLACE, E.C.2, and 28A MOSTYN STREET, LLANDUDNO

anted by



THE NOMINAL CAPITAL

OF

J.A.R. BURBANK

LIMITED,

is Five thousand _____ Pounds,

divided into Five thousand _____ Shares

of One pound _____ each.

Signature J. H. Burbank

Description _____ Director

Dated the 28th day

of December 1948

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



"The Companies Act, 1929."

IX



COMPANY LIMITED BY SHARE

Memorandum of Association

OF

J.A.R. BURBANK, LIMITED.

10/1/29
Revised

J.A.B. R/B
P.C.

J.A.R.

1. The Name of the Company is "BURBANK, 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 acquire and take over as a going concern and carry on the business of Chemists and Druggists now carried on by the trustees of the Will of THOMAS JOHN ANTHONY ROBINSON BURBANK, deceased, at 116 Walton Street and 36 South Parade, in the City of Oxford, and at High Street, Eynsham, in the County of Oxford, under the style or firm of "J. A. R. BURBANK," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, on such terms and for such consideration as may be thought expedient.
 - (B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Manufacturing, Pharmaceutical, Analytical, Photographic, and Dispensing Chemists and Druggists, Opticians, Chemists', Druggists', and Opticians' Sundriesmen, Photographers, Importers, Exporters, Merchants, and Vendors of and Dealers in Wines, Chemical Preparations, Drugs, Patent Medicines, Tablets, Lotions, Liniments, Embrocations, Oils, Prepared Foods, Medicaments, and Medical, Proprietary, and Industrial Preparations, Compounds, and Articles of every description, Perfumes, Soaps, Cosmetics, and Toilet and Sanitary Requisites and Materials of all kinds, and Surgical Dressings, First-Aid Outfits, Elastic and Rubber Goods, and Electrical, Wireless, Photographic, Chemical, Optical, Surgical, and Scientific Instruments, Apparatus, Accessories, Goods, and Materials of all kinds, and Household and Domestic Fittings, Furnishings, and Requisites of every description, Paint and Colour Grinders, Dealers in Paints, Pigments, and Varnishes, Seedsmen, Ladies' and Gentlemen's Hairdressers, Tobacconists, Newsagents, Booksellers, Lending Library Proprietors, Dealers in Fancy Goods, Articles, and Novelties, Caterers, Proprietors of Soda Fountains and Refreshment



Bars, and General Merchants, Agents, Factors, and Traders; to carry out researches, investigations, and experimental work of every description in relation to any materials, substances, processes, or subjects connected with or calculated to benefit any of the businesses of the Company; and to buy, sell, manufacture, import, export, and deal in bottles, containers, labels, wrapping, and packing materials and all substances, apparatus, articles, or things capable of being used in any of the businesses aforesaid, or which can conveniently be dealt with or are necessary in connection with such businesses, or are likely to be required by any of the customers of or persons having dealings with the Company.

- (c) To employ properly qualified persons to act on the Company's behalf as Pharmaceutical, Analytical, Photographic, Advising, and Dispensing Chemists and Druggists, and as Opticians, or otherwise in any manner in which any such persons might act if they were carrying on upon their own behalf any of the businesses of the Company.
- (d) 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 objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (e) 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, vehicles, plant, 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.
- (f) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings or offices, 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.
- (g) To apply for, register, 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, trade marks, designs, 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.
- (h) 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 partnership or 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.

- (I) 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.
 - (J) 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.
 - (K) 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 of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
 - (L) 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.
 - (M) 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.
 - (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms, 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, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry
- 24
5400

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 employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children, or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children, or other relatives or dependents.
- (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 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 Five Thousand Pounds, divided into Five Thousand Shares of One Pound each.

6. The Company has power to increase or reduce its Capital and to divide its Shares for the time being, whether original or increased, and before or after the issue thereof, into several classes, and to attach thereto respectively any preferential, deferred, qualified, or special rights, privileges, or conditions, and with a special or without any power to vote.

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>John Henry Burbank</i> 12 Woodstock Close, Oxford. Lecturer in English | <i>one</i> |
| <i>Ray Christopher Burbank</i> 116 Ballin St, Oxford. Scientist | <i>one</i> |

Dated the 28th day of December, 1945.

Witness to the above Signatures—

Philip Darby

Solicitor, Oxford



"The Companies Act, 1929."



COMPANY LIMITED BY SHARES.

Articles of Association

OF

J.A.R. BURBANK, LIMITED.

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (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, the Clauses of Table A numbered 64, 66, 69, 72, 78, 79, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

3. The Company shall be a Private Company, 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 right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

4. The Company shall be entitled to treat the person whose name appears upon the Register of Members 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.



SHARES.

5. Subject to the provisions of Clause 35 of Table A, 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.

6. 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 two or more joint Holders.

TRANSFER OF SHARES.

7. (A) Any Share may be transferred by a Member to any child or other issue, step-child, 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, step-child, 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, and any Share being the trustees of the Will of THOMAS JOHN ANTHONY ROBINSON BURBANK, deceased, may be transferred to any person beneficially interested under his Will or to the duly appointed receiver of the estate of such person.

(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 Acts, 1889 to 1934, shall not apply.

(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.

BORROWING POWERS.

8. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and 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 Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock 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.

9. 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.

10. 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.

DIRECTORS.

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

12. The first Directors shall be appointed by the Subscribers hereto by an instrument in writing under their hands.

13. 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.

14. A Director shall not require any Share qualification.

15. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' 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.

16. 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 ;
- (C) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof ;
- (D) If being in the employment of the Company his employment shall be determined ;
- (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 Company 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 Company 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.

17. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in 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. 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. Any Director may vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout.

MANAGING DIRECTOR.

18. 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 such 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.

19. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

ALTERNATE DIRECTORS.

20. The Board may, at the request of a Director, appoint any Director or other person to be an alternate Director approved by such Director to represent such Director, and such appointment shall have effect, and such appointee, while he holds office as an alternate Director, shall be entitled to notice of Meetings of the Board, and in the absence of the Director whom he represents to attend and vote thereat accordingly as an alternate Director, but he shall *ipso facto* vacate office as an alternate Director if and when he is removed from office as an alternate Director, or the Director whom he represents as alternate Director is removed from office, and any appointment or removal under this Article shall be effected by the Board upon the request in writing to the Company under the hand of the Director whom the alternate Director is to represent or represents. An alternate Director present at a Meeting of the Board in the absence of the Director whom he represents shall have one vote in addition to his vote (if any) as a Director.

21. Every person acting as an alternate Director shall be an officer of the Company, and he shall not be deemed to be the agent of the Director whom he represents. An alternate Director shall not be entitled to any remuneration from the Company, but the remuneration (if any) of any alternate Director shall be payable out of the remuneration payable to the Director whom he represents, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director whom he represents.

CAPITALISATION.

22. A General Meeting may at any time, and from time to time, direct the capitalisation of the whole or any part of the profits for the time being of the Company or any accumulations of profits carried to reserve or any sum carried to reserve as a result of a sale or revaluation of the assets of the Company or any part thereof, or any sum received by way of premium on the issue of any Shares, Debentures, or Debenture

Stock of the Company, or (subject to the provisions of Section 46 of The Companies Act, 1929) the whole or part of the Capital Redemption Reserve Fund (if any) by the appropriation of the same to the Members of the Company in the proportions in which they would be entitled thereto if the same were distributed by way of Dividend on the footing that the same be not paid in cash, but be applied in payment in full at par of Shares, Debentures, Debenture Stock, or other obligations of the Company, to be distributed credited as fully paid amongst the Members of the Company in the proportions aforesaid, and the Board shall give effect to such resolution and shall apply such portion of the profit or Reserve Fund as aforesaid as may be required for the purpose of making payment in full at par for the Shares, Debentures, Debenture Stock, or other obligations of the Company so distributed, provided that no such distribution shall be made unless recommended by the Board. Where any difficulty arises with regard to the distribution the Board may settle the same as they think expedient, and in particular may issue Fractional Certificates, and generally may make such arrangements for the allotment, acceptance, and sale of such Shares, Debentures, Debenture Stock, or other obligations of the Company or Fractional Certificates, and otherwise as they think fit. The Board may appoint any person to sign a contract on behalf of the Members participating in such distribution, and such appointment shall be effective, and the contract may provide for the acceptance by such Members of the Shares, Debentures, Debenture Stock, or other obligations to be allotted to them respectively in satisfaction of their claims in respect of the sum so capitalised, and where required such contract shall be delivered for registration in accordance with the provisions of The Companies Act, 1929. This Article is subject to any special condition which may be attached to any Shares hereafter issued, or upon which any Shares may for the time being be held.

NOTICES.

23. 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.

24. If the Company shall be wound up the assets remaining after payment of the 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.

25. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, 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.

John Henry Burbank.
 12 Woodstock Close, Oxford.
 Lecturer in English.

Roy Christopher Burbank.
 116 Walton St. Oxford.
 Scientist

Dated the 28th day of December, 1945.

Witness to the above Signatures—

Philip Darby

Solicitor, Oxford.

DUPLICATE FOR THE FILE.

No. 403677



Certificate of Incorporation

I Hereby Certify, That

J. A. R. BURBANK, LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited,

Given under my hand at London this Twenty-fifth day of January One Thousand Nine Hundred and Forty-six.

Registrar of Companies.

Certificate
received by

Date

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