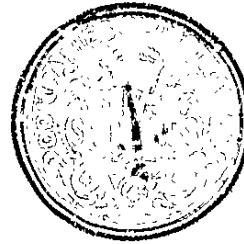


THE COMPANIES ACT, 1929."



A Se.
Companies
Registration
Fee Stamp
must be
affixed
here.

Declaration of Compliance

requirements of the Companies Act, 1929, made pursuant to S. 15 (2) of the said
behalf of a Company proposed to be registered as _____

LIMITED.

Henry Robert Somers Somerset
11/28 House, East Meon, Hampshire, Company Director. Shipyard
Manager. (C.J.E.H.T.)

nly and sincerely declare that I am ^(*) *a person named in the Articles*
association as a Director

(*) Here insert
either: "Solicitor
of the Supreme
Court engaged in
the formation," or
"A person named
in the Articles of
Association
as a Director (or
Secretary) which-
ever the case."

J. Somers

Limited,

all the requirements of the Companies Act, 1929, in respect of matters precedent
gistration of the said Company and incidental thereto have been complied with.
I make this solemn Declaration conscientiously believing the same to be true and by
the provisions of the "Statutory Declarations Act, 1835."

at *Reading in the*
County of Berks

on *10th* day of *March*
and nine hundred and *forty-six*
A.D. *C.J.E.H. Tozer*

A Commissioner for Oaths.

11/28 Somerset

ted for registration by _____

THE COMPANIES ACT, 1929.



Statement of the Nominal Capital

made pursuant to s. 112 of the Stamp Act, 1891, as amended by the Finance Acts of 1899, 1920 and 1933. (NOTE.—The Stamp Duty on the Nominal Capital to be impressed above is Ten Shillings for every £100 or fraction of £100.)

THE NOMINAL CAPITAL OF

Fiducary

LIMITED,

One thousand and fifty Pounds, divided*One thousand and fifty* Shares of *one Pound* each.

Signature

W. S. Somers

Description

Director

(State whether Director or Secretary)

Dated the

30th

day of

*March*19*34*

presented for registration by

PHONE: HOLBORN 3855 (3 lines).

TELEGRAMS: "DUNRETTIAN, ERMINGHAM LONDON."

SHAW & BLAKE, LIMITED,

Company Registration Agents, Printers & Stationers,

8, Bell Yard, Temple Bar, London, W.C. 2

THE COMPANIES ACT 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

FIBRENYLE LIMITED

1. The name of the Company is "FIBRENYLE 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 business as manufacturers of plastic goods of every description and as machinery, tool and pattern designers and developers and as plastic mechanical and general engineers, designers, manufacturers, repairers and letters on hire of and wholesale and retail dealers in tools, patterns, jigs, plates, machinery, implements, accessories, hardware and engineering equipment and supplies of every kind and as plastic tinsplate steel and metal workers, steel makers, ironfounders, smelters, refiners, welders, electrical, hydraulic, marine, gas, plastic water and ventilation engineers, metallurgists, chemists, distillers, electricians, tool and pattern makers, stampers, press tool and capstan workers, builders, carriers, machinists, smiths, scrap merchants, fuel merchants, machinery, metal and wooden goods manufacturers, builders merchants and as builders, owners and managers of mills, furnaces, quarries, mines, ships, warehouses, docks, stores, wharves and as manufacturers workers merchants and dealers of and in cake spelter, pig lead, ingot, iron and steel, zinc, lead, copper, brass, tin, metals, ores, alloys, tinsplate, plastics, gases, oil, chemicals, manures, lime, cement, rock, clay, concrete,

bricks, stone, gravel, coke, minerals, by-products and substances of every description and as haulage and transport contractors and carriers and to carry on all descriptions of trade or business connected with any of the above mentioned trades articles or services.

- (B) 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.
- (C) 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, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, 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.
- (D) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, 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.
- (E) 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.
- (F) 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 share of 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.

- (G) 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.
- (H) 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.
- (I) 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.
- (J) 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.
- (K) 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.
- (L) 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.
- (M) 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.

- (N) 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.
- (O) 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.
- (P) 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.
- (Q) 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.
- (R) 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 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.
- (S) 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.

- (T) 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.
- (U) 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.
- (V) To procure the Company to be registered or recognised in any Dominion or Dependency and in any Foreign Country or Place.
- (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 One thousand and fifty pounds divided into One thousand and fifty Shares of One Pound each.

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>Alfonso Aurijs</i> <i>12, Montpelier court</i> <i>Montpelier road</i> <i>Ealing W.5.</i> <i>Chartered Engineer.</i>	<i>one</i>
<i>Henry Robert James Somers</i> <i>Dragon House, East Meon.</i> <i>Hampshire</i> <i>Company Director</i> <i>Shipyard Manager.</i>	<i>one</i>

DATED this 30th day of March 1946.

WITNESS to the above signatures :-

W. G. B. Blagden, Esq.
Chartered Accountant.

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icer

THE COMPANIES ACT 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

FIBRENYLE 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 39, 40, 64, 65, 66, 69, 72, 78, 79, 92, 102, 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 Directors may, without assigning any reason refuse to register any transfer of Shares. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

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.

SHARE CAPITAL AND SHARES

5. The original Share Capital of the Company is One thousand and fifty pounds, divided into One thousand and fifty Ordinary Shares of One Pound each. The said Shares shall confer on the Holders thereof the rights and privileges hereinafter declared, and such rights and privileges shall be subject to variation or modification in the manner provided by Clause 3 of Table A and not otherwise.

6. Subject to the provisions of Clause 35 of Table A the Shares shall be under 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.

7. Clause of Table A shall be read and construed as if the words "with the sanction of a Special Resolution" were omitted therefrom.

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

9. 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.

10. 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 AND TRANSMISSION OF SHARES

11. No share in the Company shall be transferred otherwise than in accordance with the following provisions:-

- (A) If any Member shall desire to transfer any Shares such Member (hereinafter called "the transferor") shall give notice in writing (hereinafter called

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"the transfer notice") to the Company, stating the number of Shares which he desires to transfer and containing an offer to sell the same either at the fair value thereof (as hereinafter defined) or at such other price, not being greater than the fair value, as he may specify in the transfer notice, but so that if he shall offer the same at the fair value he shall be entitled to require payment in addition to the fair value of a sum equal to the proportion of Dividend accrued on such Shares at the date of the service of the transfer notice on the Company. For the purposes of this Sub-Article the rate of Dividend shall be taken to be the average of the Dividends paid on the Shares comprised in the transfer notice for the last three preceding years or in the case of a transfer notice served before the 1st January 1950 the average of the Dividends paid thereon since the incorporation of the Company. A transfer notice shall constitute the Company the agent of the transferor for the sale of the Shares, and shall not be revocable without the sanction of the Directors.

- (B) Within seven days after the service of a transfer notice on the Company the Secretary of the Company shall offer the Shares comprised therein by notice in writing for sale to the other Members of the Company naming a day (being twenty one days after the service of the transfer notice on the Company) on or before which offers to purchase the same will be received. If on or before the day so named the Secretary shall have received from a Member or Members offers to purchase all or any of the Shares comprised in the transfer notice, the Secretary shall as agent for the transferor and the proposing purchaser or purchasers, subject to the next succeeding Sub-Article hereof, declare a contract or contracts of sale to be concluded, and give notice thereof to the transferor and to the proposing purchaser or purchasers, who shall thereupon perform the contract or contracts.
- (C) If in any case there shall be offers to purchase more Shares than are offered for sale, the said Shares shall, as nearly as circumstances admit, be apportioned among the proposing purchasers in proportion to the number of Shares respectively held by them at the date of the service of the transfer notice on the Company, but so that no Member shall be bound to take more Shares than he has offered to purchase. Any Shares which cannot be so apportioned without creating fractions shall be apportioned by lot among the proposing purchasers willing to purchase the same.
- (D) If in any case the transferor after having become bound as aforesaid makes default in transferring any Shares, the Company may authorise some person

to transfer the Shares so to be transferred to the purchaser thereof and may receive the purchase money for the same, and cause the name of the purchaser to be entered in the Register of Members as the Holder of the Shares, and shall hold the purchase money in trust for the transferor. 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.

- (E) If the Company shall not within the space of twenty-eight days after being served with a transfer notice find a Member willing to purchase the Shares comprised in such notice, and give notice in manner aforesaid, the transferor shall at any time within three calendar months afterwards be at liberty subject to the provisions of Clause 19 of Table A, to sell the Shares, or so many of them as a Member or Members shall not have agreed to purchase, to any person and at any price.
- (F) If any person other than an existing member shall become entitled to any Shares by reason of the death or bankruptcy of a Member, such person shall be bound within six calendar months after becoming so entitled to serve the Company with a transfer notice in respect of all Shares to which he has become so entitled and if he fail to give such notice within the time aforesaid the Directors, as his Agents, may give the same for him, and the same results shall follow as in the case of a transfer notice voluntarily given. Every transfer notice given by the Directors under this Sub-Article shall specify a sum equal to the fair value together with the proportion of Dividend accrued on the Shares as the price at which the person entitled to the Shares is willing to sell the same.
- (G) The fair value of the Shares in the Company shall be fixed by the Auditors of the Company at the time of completing the annual Audit of the Company's accounts, and the value when so fixed shall be deemed to be the fair value unless and until the same shall be varied by the Auditors at the time of completing a subsequent audit of the accounts of the Company. Until the fair value shall have been fixed as aforesaid the amount paid upon a Share shall be deemed to be the fair value thereof. The decision of the Auditors shall be final and conclusive.
- (H) Whenever any Member of the Company 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 dismissal or his ceasing

to be employed resolve that such member do retire, and thereon 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.

12. The Directors shall refuse to register any transfer of Shares made or expressed to be made in contravention of the provisions of the last preceding Article.

BORROWING POWERS

13. 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 any other way as the Directors may think expedient.

14. 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 think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS

15. A General Meeting of the Company shall be held in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened 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".

16. 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

17. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall

not be more than five, but need not exceed one. If and so long as there is a sole Director he shall have authority to exercise all the powers, authorities and discretions by Table A or these presents expressed to be vested in the Directors generally.

18. The first Directors shall be ALFONSO AMIGO of 12 Montpelier Court, Montpelier Road, London, W.5. Chartered Engineer and HENRY ROBERT SOMERS SOMERSET of Drayton House, East Neon in the County of Hampshire, Company Director.

19. All appointments to the Board of Directors arising from a casual vacancy or otherwise shall be filled by the Company in General Meeting, but the person so chosen shall if he fills a casual vacancy be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

20. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. The Directors shall also be paid such travelling, hotel, and other expenses as may reasonably be incurred by them in the execution of their duties including any such expenses incurred in connection with their attendance at Meetings of Directors.

21. 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

22. 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 Acts 1930 to 1934, or any statutory provision in lieu or modification thereof;
- (D) 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;
- (E) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of the Companies Act 1929;
- (F) 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.

23. 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, at such remuneration as shall be agreed upon from time to time by the Company in General Meeting 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, arrangements, 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

24. The Company in General Meeting 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 Company in General Meeting may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.

25. 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".

INDEMNITY OF DIRECTORS ETC.

26. Save and except so far as the provisions and operation of this Article shall be avoided by any provision of the Statutes, every Director, officer or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business

or in the discharge of his duties, and no Director or officer of the Company shall be liable for the acts, defaults or omissions of any other Director or officer, or by reason of his having joined in any receipt for money not received by him personally, or for any loss on account of defect of title to any property acquired by the Company or on account of the insufficiency of any security in or upon which any moneys of the Company shall be invested, or for any loss incurred through any bank, broker or other agent, or for any loss occasioned by any error of judgment or oversight, on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own wilful act or default.

DIVIDENDS

27. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall be distributed among the Holders of Ordinary Shares. The said Dividends shall be declared and paid according to the amounts paid up or credited as paid up for the time being on the said shares respectively, but no amount paid on a Share in advance of Calls shall be treated for the purposes of this Article as paid on the Share.

NOTICES

28. 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.

AUDITORS

29. The Auditors who shall be Members of the Institute of Chartered Accountants in England and Wales shall be appointed and their duties regulated in accordance with Sections 132, 133 and 134 of the Act and the Auditors for the first year from the date of incorporation shall be Messrs. Cook, Sutton & Co., Chartered Accountants, of 6/8, Blagrove Street, Reading.

SECRETARY AND SEAL

30. A sole Director acting under Clause 17 hereof may also hold the office of Secretary and while so doing shall be empowered to sign both as Director and Secretary every instrument to which the Seal of the Company is affixed in his presence and Article 71 of Table A shall be modified accordingly.

WINDING UP

31. 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 in the order and manner following, that is to say :-

FIRST: In repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares;

SECONDLY: In distributing the balance among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

32. 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

Alfonso Arigo
12, Montpelier Court
Montpelier Road
Ealing. W.5.
Chartered Engineer.

Harry Peter Somers Somers
Drayton House.
East Meon, Hampshire
Company Director.
Ochilvyd Manager.

DATED this 30th day of March 1946.

WITNESS to the above signatures :-

J. Lalande Esq
16/8 Blagrove Street
Reading
Chartered Accountant.

DUPLICATE FOR THE FILE

No. 408017



Certificate of Incorporation

I Hereby Certify, That

FIBRENYLLE LIMITED

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

Given under my hand at London this Ninth day of April One Thousand Nine Hundred and forty-six.

[Signature]
Registrar of Companies.

Certificate
received by

Date 14/4/6