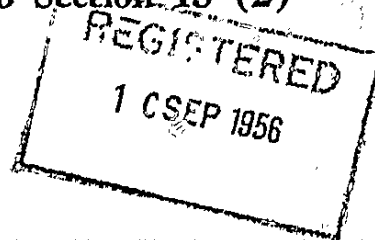


**"The Companies' Act, 1948"****Declaration of Compliance**

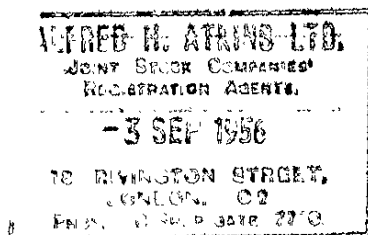
in compliance with the requirements of the Companies Act, 1948, on Application for  
Registration of a Company, pursuant to Section 15 (2)



The WOOLACOMBE PROPERTIES

Limited

and for Registration by



PUBLISHED AND SOLD BY

**Alfred H. Atkins, Limited**

Joint Stock Companies Registration Agents,  
Stationers and Printers

54 ROLAND STREET, OXFORD STREET, LONDON, W.1

Telephone: SEP 2174 and 2025 Telegram: FAHSTAKING, WESDO, LONDON

18, RIVINGTON STREET, LONDON, E.C.2

23 SEP 1956

I, the undersigned, Frederick Ernest Arthur Kidwell

of Market Square Ilfracombe in the County of Devon

Solicitor

(a) Here insert  
"a Solicitor of the Supreme  
Court (or in Scotland "a  
Solicitor") engaged in the  
"formation,"

or  
"a person named in the  
Articles of Association as  
"a Director,"

or  
"a person named in the  
Articles of Association as  
"the Secretary,"

(b) or Notary Public,  
or Justice of the Peace.

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

of Woolacombe Properties

LIMITED,

and that all the requirements of the Companies Act, 1948, 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 Ilfracombe in the  
said County of Devon

the 31<sup>st</sup>

day of August One thousand  
nine hundred and fifty six

before me.

A Commissioner for Oaths. (b)

*F. E. A. Kidwell*

The



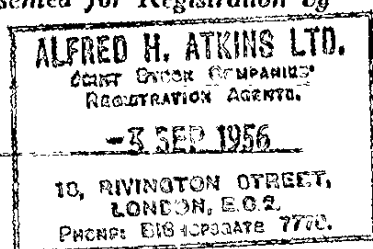
*Woolacombe Properties*, Limited.



STATEMENT of the Nominal Capital, made pursuant to s. 112 of the Stamp Act, 1891.  
(NOTE.—The Stamp Duty on the Nominal Capital is TEN SHILLINGS for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

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

Presented for Registration by



PUBLISHED AND SOLD BY

**ALFRED H. ATKINS, LIMITED,**  
Joint-Stock Companies' Registration Agents, Stationers and Printers.

~~54, Pall Mall Street, Oxford Street, London, W.1.~~  
Telegrams: "PASTAKING, WEISS, LONDON"

10, RIVINGTON STREET, LONDON, E.C.2.

# THE NOMINAL CAPITAL OF

The *Woolacombe Properties*

Limited,

is *Two Thousand Five Hundred* Pounds,

divided into *Two Thousand Five Hundred*  
*Ordinary*

Shares of *One* Pounds each.

for and on behalf of

Alfred H. Atkins Ltd.

Signature

*Charles H. Caplan*  
Director

Description

*Registering Agents.*

Date 3 SEP 1956

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



"THE COMPANIES ACT, 1948."



## COMPANY LIMITED BY SHARES

### Memorandum of Association

OF

## Woolacombe Properties Limited

REGISTERED  
1 CSEP 1956

1. The Name of the Company is "WOOLACOMBE PROPERTIES LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are :

(A) To purchase, lease, or by any other lawful means acquire, any site or sites, lands, estates, buildings, properties or businesses whatsoever, particularly lands, estates, properties or businesses having special facilities for use as garages, parking and other service stations, hotels, restaurants, taverns, snack bars, boarding and apartment houses, dwelling houses, flats or business premises, or as holiday camps, amusements, fun fairs, circuses, manageries, theatres, cinemas, concert, dance and other halls, exhibitions, sports' grounds and amusement centres generally, with any option or rights of purchase, or otherwise, relating to such lands or property, and whether for the purpose, of investment, development or for any other purpose, and generally to effect any other business of a kindred nature to any of the objects herein mentioned.

(B) To trade in all respects as garage proprietors or managers; motor and general engineers; and to undertake, perform and carry out all or any of the operations ordinarily undertaken and carried out by proprietors and hirers of motor-coaches, omnibuses, taxi-cabs, cars and motor vehicles generally; also aircraft, likewise horse-drawn and other conveyances, and to manufacture, buy, sell, act as factors and agents for and general dealers in the same, including tyres, spare parts, petrol and other fuel, oil and sundries of all kinds; to own, hire and manage, petrol, oil and other supply stations, pumps and the like, also repairing, parking and other service stations; to organise and carry out tours, trips, excursions, sight-seeing and general holiday outings; and to act as ticket issuing and general booking agents for motor coach and other travel services, including taxi-cab and private car hire (on the drive yourself principal or otherwise) likewise in regard to ocean, air-line and other pleasure trips and tours; providers of bathing, beach and other huts, seating accommodation, boating, fishing and other amenities; and to carry on operations as

ALFRED H. ATKINS LTD.

JOINT STOCK COMPANY  
INCORPORATED IN ENGLAND

- 3 SEP 1956

13 RIVINGTON STREET,  
LONDON, E.C. 2.  
TELEPHONE: 7700.

haulage, cartage and removal contractors, and general carriers by road, rail, air or water; railway and shipping agents; freight contractors and forwarding agents.

(c) To carry on business as amusement caterers and showmen; and generally to act as promoters and organisers of amusements, recreations, sports, games and pastimes, and as constructors, proprietors and/or managers of fair grounds, circuses and side shows, and all kinds of amusements and entertainments usually associated with fun-fairs and fair grounds; with power to carry out any like or other operations in relation to theatres, cinemas, concert, dance and other halls, skating rinks and other places of entertainment, including swimming pools, road houses, sports' grounds, dog and other racing tracks, speedways, golf courses, tennis courts, bowling greens and the like and to act in all respects as theatrical, concert and general amusement agents, sports' organisers and agents, box office proprietors and general booking and ticket agents and contractors; music and general printers and publishers; stationers, newsagents and the like; and to manufacture, repair, buy, sell, act as factors and agents for and dealers in musical instruments, including gramophones and records, likewise radio and television sets and sundries and all kinds of electrical goods and to carry out any installations in regard thereto; to provide bands and orchestras; and to supply any goods manufactured by the Company for cash, or on the hire-purchase system or otherwise.

(d) To undertake, perform and carry out all or any of the operations ordinarily undertaken, performed and carried out by proprietors or managers of hotels, taverns, restaurants, cafes, dining, tea and general refreshment rooms, holiday camps, boarding houses, club and assembly rooms, also milk bars, ice cream parlours, snack and supper bars, canteens and the like, and to trade in all respects as restaurateurs and general caterers and refreshment contractors, licensed victuallers, wine, spirit and beer merchants, bottlers and dealers; manufacturers of and dealers in aerated and mineral waters and other temperance beverages; cigar merchants and general tobacconists; proprietors of hairdressing, shaving and toilet saloons, also laundries, swimming and other baths; manufacturers, merchants, factors and agents for and dealers in toys, games and novelties, also sports', carnival and fancy goods, wearing apparel and all kinds of articles and things necessary or useful for ornamentation, recreation or amusement; and to own, hire, or let-out-hire, automatic machines, deck chairs and the like.

(e) To carry on business as tea, coffee and general grocers, bakers and confectioners, sugar merchants and refiners; milk contractors and general dairymen and provision merchants, and to buy sell and deal in milk, cream, butter, margarine (and any substitutes) cheese and other dairy produce, including eggs; farmers, poultry keepers, butchers, poulterers, rabbit and game dealers, fishmongers, ham and bacon curers; potato and other vegetable, fruit and nut growers and brokers, market gardeners, florists, fruiterers and green-grocers; coal, coke and general fuel merchants; chemists and druggists, druggists' sundriesmen and drysalters; oil and colourmen and Italian warehousemen; and generally act in all respects as domestic and general store proprietors.

(f) To carry on business as billposters and advertising agents; builders and contractors, house decorators, plumbers, gasfitters and electricians; metal workers and general engineers; saw-mill

proprietors and timber merchants; carpenters, joiners and general wood workers; builders' merchants, ironmongers and hardware merchants.

(G) To apply for, obtain, hold and use, by the Company or any servant or servants, nominee or nominees of the Company, all necessary, desirable or convenient licenses, certificates and the like, whether granted by Magistrates, the Board of Trade, or any other authority, and whether in regard to excise, entertainment, sporting affairs or otherwise, or to exercise and turn to account any license, certificate or other authority already obtained or granted; also to acquire any rights, privileges, concessions, copyrights, or monopoly, relating to or in anywise connected with all or any of the objects or businesses which the Company is authorised to carry on, or to oppose or join in opposing, by all lawful means, the passing of any Bill in Parliament.

(H) To undertake, perform and carry out all or any of the functions or operations ordinarily, or which can conveniently and advantageously be, undertaken, performed and carried out by export, import and general merchants, shippers and traders, either on the Company's own account or otherwise, and/or as overseas and general manufacturers' agents and commission merchants, factors concessionnaires, commercial representatives and salesmen, and generally to transact, carry on and effect all kinds of direct and agency business.

(I) To carry on any other business or trade of a character similar or analogous to any of the businesses or trades hereinbefore mentioned, or any business (whether manufacturing or otherwise), which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them, or calculated directly or indirectly to enhance the value of, or render more profitable, any of the Company's property or rights or to further any of its objects.

(J) 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 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 and 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.

(K) To purchase, take on lease, or under-lease, hire or otherwise acquire, build, construct, alter, enlarge, pull down and re-construct or re-place, fit-up, equip, maintain, turn to account, sell or dispose of any garages, car parks, hotels, cafes, fairgrounds, theatres, cinemas, and other places of entertainment, offices, shops, stores, warehouses, works, factories, stables, dwelling and other houses and buildings, messuages, hereditaments, easements, fixtures and fittings, plant and machinery, or any property whatsoever whether real or personal, or any estate or interest therein, which the Company may consider necessary or convenient for the purposes of its business or desirable in the interests of the Company.

(L) To apply for, purchase or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere any patents, *brevets d'invention*, trade-marks, brands, recipes, secret processes, licences, concessions, leases, contracts, rights, or privileges, 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, trade-marks, brands, recipes, secret processes or rights which the Company may acquire or propose to acquire.

(M) To pay for any freehold, leasehold and other land, business concerns, goodwill, stock-in-trade, fixtures and fittings, plant and machinery, patents, inventions, trade-marks, secret processes, licences, concessions, leases, contracts, rights or privileges, garages, car parks, hotels, cafes, fair-grounds, theatres, cinemas and other places of entertainment, offices, shops, stores, warehouses, works, factories, stables, dwelling and other houses, buildings and property purchased or acquired by the Company, or for services rendered (whether by individuals, firms or companies), either by bills, cash or in fully or partly paid shares, debentures, bonds or other obligations of the Company, or by two or more of such modes combined. Any contract relating to the issue of fully or partly paid shares shall be filed with the Registrar of Companies within one month from the date of the allotment of such shares.

(N) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, or 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, or in like manner to secure and guarantee the performance by the Company or by others of any obligation or liability it or they may undertake, or indemnify such others against any obligation or liability undertaken by them; and 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.

(O) To receive money on deposit at interest or otherwise and to lend and advance money or give credit to such persons 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 indemnities, or become surety for any such persons; and to invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Directors, and generally to carry on and transact any financial business whatsoever.

(P) To pay all expenses preliminary to, or of and incidental to the formation and establishment of the Company, or to arrange with any person or persons so to do, and to remunerate any parties for services rendered or to be rendered, either in regard to such formation and establishment, or for placing, or assisting to place any Shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the conduct of the Company's business.

(Q) To support and subscribe to any charitable or public objects 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.

(R) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of the 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.

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

(T) To remunerate the employees and servants of the Company and others, out of or in proportion to the returns or profits of the Company or otherwise as the Company may think fit, and to make donations to such persons, trade protection or other societies or institutions, and in such cases, either in cash or other assets, as the Company may think directly or indirectly conducive to any of its other objects or otherwise expedient; also to enter into and carry into effect any arrangement by which the Company's customers have the privilege of participating in its profits by any means which the Directors from time to time deem expedient.

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

(V) To engage and appoint all necessary or desirable managers, experts and specialists, agents, travellers, collectors, assistants, work-people and other employees and servants, and from time to time, if thought expedient, to remove or suspend such managers, experts and specialists, travellers, assistants and other persons as aforesaid, and to appoint others in their stead.

(W) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(X) To sell or otherwise dispose of the whole or any part of the undertaking, property or assets of the Company, either together or in portions, for such consideration as the Company may think fit and in particular for shares, debentures, debenture stock or other securities of any company purchasing the same, and to re-imburse any person, firm or company rendering services to this Company, whether

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.

(Y) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities (including also any dividends, interest coupons and the like) of other companies belonging to this Company, or of which this Company may have the power of disposing.

(Z) To establish branches, depots and agencies for the purposes of the Company in the United Kingdom or elsewhere and to regulate or discontinue the same.

(AA) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction or co-operation or co-partnership with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is £2,500, divided into 2,500 Ordinary Shares of £1 each.

6. Any of the Shares in the Capital, whether original or increased, may from time to time be issued with any such guarantee or 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 at such a premium or with such deferred rights as compared with any other Shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution determine, but so that any preferential or special rights attached to issued Shares shall not be affected or interfered with except in manner provided by Regulation 4 of Part 1 of Table A in the First Schedule of the Companies Act, 1948.

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"THE COMPANIES ACT, 1948"



## COMPANY LIMITED BY SHARES

### Articles of Association

OF

## Woolacombe Properties Limited

REGISTERED

1 SEP 1956

#### Preliminary.

1. Such of the Regulations contained in Part I of Table A in the First Schedule to "The Companies Act, 1948" (hereinafter referred to as "Part I of Table A"); as are incorporated in Part II of the said Table A (hereinafter referred to as "Part II of Table A"), together with the Regulations contained in Part II of Table A, shall apply to the Company, subject as hereinafter provided or save in so far as the same are modified, superseded or supplemented by the Clauses hereinafter contained.

2. The business of the Company may be commenced as soon after the Incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the Shares may have been allotted.

#### "Private Company" Restrictions.

3. The Company shall be carried on as a *Private Company*, within the meaning of Section 28 of the Act, and accordingly:—

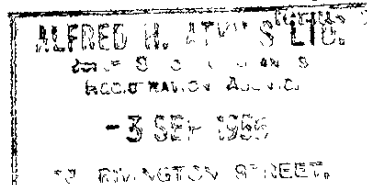
(A) The number of Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company were, while in that employment and have continued after the determination of that employment, to be Members of the Company) is hereby limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more Shares in the Company jointly, they shall be treated as a single Member.

(B) The Company shall not issue any invitation to the public to subscribe for any of its Shares or Debentures or Debenture Stock.

(C) The transfer of Shares in the Company shall be restricted in accordance with the provisions hereinafter appearing.

#### Shares.

4. Subject to any Agreement or Agreements relative to the issue of Shares on special conditions, and to the last preceding clause hereof, the Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such conditions and at such times as they may think fit, but



not at a discount, except as allowed by Section 57 of the Act. As regards all allotments, the Directors shall comply with Section 52 of the Act.

5. It shall be lawful for the Company (subject to compliance with Section 53 of the Act, as to disclosure) to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares of the Company to any amount not exceeding Ten per cent. of the price at which the Shares are issued.

6. Subject to the provisions of Section 58 of the Act, any Preference Shares may, with the sanction of a Special Resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed. Regulation 3 of Part I of Table A shall not apply.

#### **Lien**

7. In Regulation 11 of Part I of Table A, the words "(not being a fully paid Share)" and the words "(other than fully paid Shares)" shall be deleted.

#### **Transfer and Transmission of Shares**

8. Except where a transfer is made pursuant to the next succeeding clause hereof, the Directors may, in their absolute and uncontrolled and uncontrollable discretion and without assigning any reason, refuse to register any transfer of Shares to a transferee of whom they do not approve; 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 as required by Section 78 of the Act.

9. Any Share of a deceased Member may be transferred by his personal representatives to any child or other issue, father, mother, brother, sister, widow or widower of such deceased Member, to whom such deceased Member may have specifically bequeathed the same, 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 Trustee or Trustees for the time being of such Will.

10. The second paragraph of Regulation 32 of Part I of Table A (being the proviso thereto) shall be omitted.

#### **General Meetings and Proceedings Thereat.**

11. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the

Company in General Meeting may determine or, failing such determination, as the Directors shall appoint. All General Meetings, other than Annual General Meetings, shall be Extraordinary General Meetings. Regulations 47 and 48 of Part I of Table A shall not apply

12. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; and (save as provided by Regulation 54 of Part I of Table A) such quorum shall be two Members personally present and holding, or representing by proxy, at least one-tenth of the Share Capital of the Company for the time being issued, and Regulation 4 of Part II of Table A shall not apply.

13. Regulation 58 of Part I of Table A shall apply with the substitution in sub-paragraphs (c) and (d) of the first paragraph thereof respectively of the words "one-fifteenth" for the words "one-tenth" and as if the words "or not carried by a particular majority" were inserted immediately after the word "lost" in the penultimate paragraph of the said Regulation.

14. Subject to any special rights or restrictions as regards voting for the time being attached to any class or classes of shares on a show of hands, every Member present in person shall have one vote only, and on a poll every Member present in person or by proxy shall be entitled to one vote for every share of whatever class or classes held by him upon which there are no calls in arrear.

#### Directors

15. Throughout these clauses words importing the masculine gender only shall also include the feminine gender. The number of Directors shall not be less than two nor more than five; and the qualification of every Director shall be the holding, in his own right and as sole holder, of at least Fifty Shares of any class or classes in the Capital of the Company. A Director may also occupy any other office of profit (except that of Auditor) in or under the Company.

16. The persons hereinafter named shall be the first Directors of the Company, viz., STANLEY VICTOR PARKIN and ALBERT MOON, and such first Directors shall have power, whilst holding office, and provided they both concur, to appoint any other person or persons to be additional Directors, conditional that the total number of Directors does not at any time exceed the maximum specified in the preceding clause. Until otherwise determined by the Directors, two Directors shall form a quorum for a Board Meeting.

17. The first Directors and others who from time to time succeed to that office shall be allowed 28 days in which to procure their qualification Shares; in the meantime they may exercise the same power and authority as though they held their qualification Shares.

18. No person shall be disqualified from being appointed or elected as a Director and no Director shall be required to vacate his office by reason only of his attaining or having attained the age of 70 years or any other age.

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19. Subject to the terms of any Agreement between them and the Company, the Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Company, in General Meeting, may from time to time prescribe, and such remuneration shall (unless otherwise directed by the Resolution by which it is voted) be divided among them in such proportions and manner as the Directors themselves determine and in default of determination equally. Furthermore, the Directors shall, subject to the sanction of the Board, be entitled to be paid all their reasonable travelling, hotel and other expenses, properly and necessarily incurred by them in attending and returning from Meetings of the Directors or General Meetings of the Company and in and about the business of the Company; and if any of the Directors shall be required to perform extra services or go abroad, or to reside at some distant place or shall otherwise be specially occupied about the Company's business, they shall, subject as aforesaid (unless otherwise arranged with them), be entitled to receive an extra remuneration to be fixed by the Company in General Meeting.

20. A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

21. Regulation 88 of Part I of Table A shall not apply to the Company. The office of Director shall be vacated:—

- (i) If he ceases to hold his qualification Shares or does not acquire same with 28 days after election or appointment.
- (ii) If he become of unsound mind
- (iii) If he absent himself from Board Meetings of the Company for a period of four consecutive months without the special leave of his co-Directors and they pass a Resolution confirming his exclusion from the Board by reason of such absence.
- (iv) If he become bankrupt or suspend payment, or file a petition in bankruptcy, or compound with his creditors.
- (v) If he be convicted of an indictable offence other than an offence under the Road Traffic Acts.
- (vi) If by reason of an Order made under Section 188 of the Act, he is prohibited from being a Director.
- (vii) If after giving the Company one month's notice at least (in writing) he resign his office.

22. Any Director shall have full and free power to trade with the Company, and the Company shall have the like power to trade with any Director, and accordingly any Director may enter into contracts or other arrangements 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 in consideration, the nature and extent of his interest therein, or, if such interest be subsequently acquired, that he discloses to the Board, at the next Meeting of the Directors held after he became so interested, the fact that he has acquired such interest, or shall otherwise have complied with Section 199 of the Act. But no Director shall vote as a Director in connection with any such contract, arrangement or dealing in which he is interested or upon any matters arising thereout and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such matters as aforesaid are being considered or dealt with. Nevertheless this prohibitive proviso in regard to voting shall not apply to any contract or arrangement for giving any indemnity or security to a Director who has undertaken or is about to undertake, any liability on behalf of the Company. Any restrictions imposed by this clause may at any time be increased or suspended or relaxed to any extent that is legally permissible and is sanctioned by a Resolution in General Meeting.

23. The Directors may purchase, take on lease, or otherwise lawfully acquire, for or on behalf of the Company, any right, title or interest whatsoever relating to any freehold and other land, garages, car parks, hotels, cafes, fairgrounds, theatres, cinemas and other places of entertainment, offices, shops, stores, warehouses, works, factories, stables, dwelling and other houses and buildings, messuages, hereditaments, easements, fittings and fixtures, plant and machinery, business concerns, goodwill, stock-in-trade, benefit of contracts, patents, inventions, trade marks, designs, brands, secret processes, licences, options, concessions, rights and privileges, and any other property which this Company is authorised to acquire at such price and generally on such terms and conditions as they think fit, and they may at their own discretion pay for any such right, title or interest relating to any such property as aforesaid or for services rendered to the Company, either wholly or partially in cash or in shares of any class or classes, debentures or other securities of the Company, or by any combination of these modes; and they are hereby authorised to enter into or adopt and carry into effect, any Agreement or Agreements or other instruments in relation thereto, with full authority to agree at any time and from time to time to any modifications therein.

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

25. Without prejudice to the powers contained in Regulation 80 of Part I of Table A, the Directors may and are hereby empowered on behalf of the Company, to make, do and execute, all such acts, deeds, matters and things as they may consider requisite, necessary or expedient for carrying out or effectuating all or any of the objects of the Company as specified or referred to in the Memorandum of Association; and may subscribe, devote and apply any of the funds of the Company in or for or towards any purpose which they may consider conducive directly or indirectly to the interests of the Company or of its property and without any provision or stipulation for the repayment of any sum or sums so subscribed, devoted or



applied or any other consideration for the same, and also for the purposes of or in connection with all or any of the above-mentioned objects may pay the cost or subscribe towards the cost of or otherwise aid or concur in obtaining or endeavouring to obtain statutory or other powers either for the Company or for any other Company or person.

### Managing Directors

26. The Directors may at any time, and from time to time, whenever they deem it expedient so to do, appoint one or more of their body to be Managing Director or Joint Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he is or they are to hold such office, and may, subject to the terms of his or their appointment, from time to time remove or dismiss him or them from office and appoint another or others in his or their place.

27. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit and, subject to the terms of any Contract or of a Resolution of a General Meeting of the Company, may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of or in substitution for, all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw, alter or vary all or any of such powers.

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

29. The remuneration of a Managing Director shall, subject to the terms of any Agreement between him and the Company, be fixed either by the Directors, or by the Company in General Meeting, as the Managing Director shall himself elect, and may be by salary or by commission, or participation in profits, or by all or any of these modes combined and may be either in addition to or in substitution for any remuneration to which he may be entitled under clause 19 hereof.

### Borrowing Powers.

30. The Directors may from time to time, at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and may secure the payment of such moneys in such manner, and upon such terms and conditions in all respects as they think fit, and in particular by the creation of mortgages or by the issue of debentures or debenture stock of the Company charged upon all or any part of the present and future property and assets of the Company, including its uncalled Capital; and Regulation 79 of Part I of Table A shall not apply to the Company. If at any time the

Company shall redeem any of its Debentures previously issued, the Directors may, on behalf of the Company, keep any such redeemed Debentures alive and may re-issue the same, or any of them, in any manner sanctioned by Section 90 of the Act.

31. The fee for inspection of the Companys' Register of Charges by any person other than a Creditor or a Member shall be One Shilling for each inspection, but the Directors may waive the payment of such fee either in any particular case or generally.

#### Miscellaneous.

32. Any Resolution, signed by all the Members for the time being of the Company entitled to vote, shall be as valid and effectual as a Resolution passed in the ordinary manner by the Members assembled in General Meeting, but this clause shall not apply to a Resolution in respect of any matter which, by the Act or these presents, ought to be dealt with by Resolution passed by the Members assembled in General Meeting. Regulation 5 of Part II of Table A shall not apply.

33. If any Member has no registered address in the United Kingdom and has failed to furnish the Company with an address within the United Kingdom to which notices may be sent, the Company shall not be under any obligation to deliver notices to him.

34. No member shall be entitled to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be inexpedient in the interest of the Members of the Company to communicate to the public.

35. The Seal of the Company shall not be affixed to any instrument except by the express authority of a resolution of the Board of Directors, and in the presence of at least two Directors and such Directors shall affix their signatures to every document so sealed and the same shall be attested by the Secretary, or some other person duly appointed by the Directors to act as the Secretary's deputy. Regulation 113 of Part I of Table A shall not apply.

36. The Directors may appoint whomsoever they deem fit to be the first Secretary of the Company and the person they appoint shall subject to the terms of any Agreement between him and the Company, be entitled to retain such office until he resign, or the Directors by Resolution in Board Meeting otherwise determine. His remuneration (if any, as Secretary) shall be determined by the Directors.

37. The appointment of Bankers and Accountants of the Company and the method of signing cheques, bills and the like, shall be determined by the Directors.

38. The following words shall be added to Regulation 6 of Part II of Table A, namely: "In case any such person shall fail to comply with such requirement to the satisfaction of the Directors (whose decision on this matter shall be final and binding) within 30 days, the Directors may thereafter and after giving notice in writing to such person, withhold payment of all dividends, bonuses or other moneys payable in respect of the Shares registered in the name of such person and such person shall not be entitled to receive notices of or to attend or vote at any meetings of the Company or any Meetings of any class of Members or to exercise any of the rights or privileges of a Member until such requirement has been complied with to the satisfaction of the Directors as aforesaid.

#### **Winding-up.**

39. If the Company shall be wound up, and all its debts and liabilities, and also the costs of the liquidation, shall have been duly paid, the surplus assets (if any) available for distribution among the Members, as such, shall, subject as hereinafter provided, be applied first, in repaying to the holders of Preference Shares (if any) the amount paid up, or credited as paid up, on such Preference Shares respectively; secondly, in repaying to the holders of Ordinary Shares the amount paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively, irrespective of class, all being deemed to be Ordinary. Provided always, that the provisions hereof are to be without prejudice to the rights of the holders of Shares (if any) issued upon special terms and conditions, whether pursuant to the Company's Memorandum of Association or otherwise.

40. In Regulation 135 of Part I of Table A, the words "with the like sanction" shall be deemed to be inserted immediately before the word "determine" and the word "Members" shall be substituted for the word "Contributories."

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

Harley Victor Perkins  
The White House  
Pleasant  
Terry

Channel Islands  
Director of Entertainment Company

Albert Moore

St. George

Woolacombe

Reverend

Secretary of Entertainment Company

Dated this 31st day of August 1936

Witness to the above signatures:

E. J. Edwards

Solicitor with  
Thomas Cook & Son  
Liverpool

DUPLICATE FOR THE FILE

No. 571334



## Certificate of Incorporation

I Hereby Certify That

WOOLACOMBE PROPERTIES LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this Tenth day of September One Thousand Nine Hundred and Fifty six.

*L. R. [Signature]*  
Registrar of Companies

Certificate  
received by

*J. Thomas for [Signature]*

Date

*10/9/1956*