

No. of Companies

640302

REG

23 OCT 1959

Form No. 41

# THE COMPANIES ACT, 1948



DECLARATION of Compliance with the requirements of the Companies Act, 1948, on application for Registration of a Company.

Pursuant to Section 15(2).

Name of Company

TENON CONTRACTS

Limited.

I Thomas Arthur Herbert, of 156 Strand, London, W.C.2, do solemnly and truly declare that I am (a) a person named in the Articles of Association as a Secretary of

TENON CONTRACTS

Limited.

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the formation 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.

Signed at 7 New Square,  
Lincoln's Inn, London W.C.2.

On the 16th day of October, 1959.

By me,

*R. Stamford*

(b) A Commissioner of Oaths.

*Thomas Herbert*

(a) "A Solicitor of the Supreme Court" (or in Scotland "a Solicitor") "named in the formation," or "A person named in the Articles of Association as a Director or Secretary,"  
(b) or Notary Public or Justice of the Peace.

Printed by

BUSINESS ECONOMY PRODUCTS LTD.

Company Registration Agents and Printers

156 STRAND, LONDON, W.C.2 Telephones: TEMple Bar 8377/8, 2294/5

No. of Company

640302

REG

2 23 OCT 1959

Form No. 25

THE STAMP ACT, 1891  
AND  
THE FINANCE ACT, 1933



TENON CONTRACTS

LIMITED

STATEMENT of the Nominal Capital made pursuant to Section 112 of the Stamp Act, 1891  
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,  
wherein the Company is registered.

The NOMINAL CAPITAL of

TENON CONTRACTS

Limited

£100

divided into

100

shares of

£1

each

Signature

*J. S. Roberts*

Description

Secretary

16th October, 1959

and by

BUSINESS ECONOMY PRODUCTS LTD.

Company Registration Agents and Printers

156 STRAND, LONDON, W.C.2

Telephone: Temple Bar 8377 8378





COMPANY LIMITED BY SHARES



# Memorandum of Association

OF

TENON CONTRACTS LIMITED

REGISTERED  
23 OCT 1959

1. The name of the Company is:- "TENON CONTRACTS LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:
  - (a) To carry on the business or businesses of agents and factors of all kinds, and of supplying administrative and agency services for all purposes and of distributive agents employment and commercial and publicity agents and contractors for goods and services of all kinds; office factory shop and house furnishers, painters and decorators, builders, contractors, sanitary engineers, shop fitters, plumbers, electrical, hydraulic, mechanical and general engineers and contractors, carpenters and joiners, shop, warehousemen, storage contractors and general merchants and any other business which may be usefully carried on in connection with such business, and to acquire and undertake all or any part of the business, property and liabilities of any person firm or company carrying on business as such builders, engineers and contractors, or any other business which may be usefully carried on therewith.
  - (b) To carry on the business of builders and decorators: merchants and as manufacturers of and dealers and workers in natural and artificial stone of all kinds, slabs, blocks, or other products manufactured wholly or partly of breeze, concrete, cement, asbestos or other materials, steel, iron, and other metals and non-metallic minerals, bricks, tiles, earthenware, clay, china, porcelain, terra cotta, lime, cement, slates, glass, timber, asbestos, wall boards, doors, windows, cisterns, baths, basins and sanitary ware, stoves, heating and lighting apparatus and fittings, paints, distempers and varnishes, household fittings and builders' and decorators' plant, material and requisites of every description.

1.

- (c) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company, and to grant rights thereout.
- (g) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interest in, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.

- (i) To lend money to such persons, upon such terms and/or security and subject to such conditions as may be desirable.
- (j) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable documents.
- (m) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances to any such persons.
- (r) To distribute any property of the Company in specie among the members.

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4.

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

✓ It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is:- £100 divided into 100 shares of £1 each with power to increase or to divide the shares in the capital for the time being, into different classes, having such rights, privileges and advantages as to voting and otherwise, as the Articles of Association may from time to time prescribe.

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>Jean Herbert</i>  Joan Herbert, 156, Strand, London, W.C. 2.  Company Director.	  /
<i>Thomas Arthur Herbert</i> Thomas Arthur Herbert, LL.B., 156, Strand, London, W.C. 2.  Barrister-at-Law.	  /

DATED the 16th day of October, 1959.

WITNESS to the above signatures:-

*C. F. Herbert*  
Christine Freda Herbert,  
156, Strand,  
London, W.C. 2.

Company Director.

COMPANY LIMITED BY SHARES



Articles of Association

OF

TENON CONTRACTS LIMITED

REGD

23 OCT 1959

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948, shall apply to the Company; Regulations 3, 5, 24, 32, 58, 60, 71, 75, 77, 78, 79, 88, 131 and 135 of Part I of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, Part I, which are incorporated in Table A, Part II, subject to modifications hereinafter expressed, together with Regulations 2 to 6 inclusive of Table A, Part II, contained in Articles 2 to 6 hereof, shall constitute the Regulations of the Company. In these Regulations "the Act" means the Companies Act, 1948.

PRIVATE COMPANY

2. The Company is a Private Company and accordingly:-

- (a) the right to transfer shares is restricted in manner hereinafter prescribed;
- (b) the number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty; PROVIDED THAT where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this Regulation be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.



3. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

4. 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; save as herein otherwise provided two members present in person or by proxy shall be a quorum.

5. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

6. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of sub-section (4) of Section 129 of the Act.

#### SHARES

7. The shares shall be at the disposal of the Directors, and (save as otherwise directed by the Company in General Meeting) they may allot or otherwise dispose of them to such persons at such time and generally on such terms and conditions as they may think proper, subject nevertheless to Article 2 hereof and provided that no shares shall be issued at a discount, except as provided by Section 57 of the Act.

8. Subject to the provisions of Section 58 of the Act, any preference shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

#### LIEN

9. The lien conferred by Clause II in Part I 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.

#### TRANSMISSION OF SHARES

9a. A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

TRANSFER OF SHARES

10. The right of transfer of shares shall be restricted, and the following provisions shall apply:-

- (a) Save as provided by sub-article (g) hereof no share shall be transferred to a person who is not a Member, so long as any Member is willing to purchase the same at a price to be stated or ascertained as hereinafter in this Article is provided.
- (b) Except where the transfer is made pursuant to sub-article (g) 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 at the same time lodge with the Company the share certificate or certificates. Such notice shall specify the price he fixes as the fair value at which he is prepared to sell each of such shares and such notice shall constitute the Company his agent for the sale of the share to any Member of the Company at the said price. Failing any price being stated, or in the event of the Directors considering the price fixed by the proposing transferor is not the fair value, then, on the application of the Directors or the proposing transferor, the fair value shall be fixed by the Auditor for the time being of the Company, who shall 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 Act of 1950 or Statutes amending the same shall not apply. The transfer notice may include several 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.
- (c) The death or bankruptcy of any holder of shares in the Company shall, for the purposes of these Articles, operate as a transfer notice by the personal representatives of the deceased holder or the Trustee in Bankruptcy as the case may be to take effect 31 days after the death or bankruptcy aforesaid. On the expiry of such 31 days the personal representatives or Trustee in Bankruptcy shall forthwith comply with the provisions of sub-article (b) hereof as to lodgment of share certificates and fixing of the fair value and shall for the purposes of sub-article (b) hereof and the following articles or sub-articles be deemed to be the proposing transferor.

- (d) 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, no matter what class of shares they may hold (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 (not being less than 21 days) 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 shall 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 holding, 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 to be drawn under the direction of the Directors.
- (e) If the Company shall, within the space of one calendar month after being served with such notice, find any Member or Members willing to purchase the shares (hereinafter called "the purchasing Member") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the said price, to transfer the shares to the purchasing Member or Members.
- (f) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any shares, the Company may receive the purchase money and shall thereupon cause the name or names of the purchasing Members to be entered in the Register as holders of the shares, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register 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 space of one calendar month after being served with the transfer notice, find a member or Members willing to purchase the shares the proposing transferor shall at any time, within three calendar months afterwards, be at liberty to sell and transfer the shares, or those not placed, to any person and at such price (not to be less by more than ten per cent than the price fixed as aforesaid) as he may think fit.
- (h) The Directors may without assigning any reason refuse to register any transfer of a share (a) where the Company has a lien on the share or (b) where the whole of the Board of Directors are of the opinion that it is not desirable to admit the proposed transferee to membership, but paragraph (b) of this sub-article shall not apply where the proposed transferee is already a Member.
- (i) If the Directors refuse to register a transfer of any shares they shall within two months after the date of which the transfer was lodged with the Company send to the Transferee notice of the refusal, as required by Section 78 of the Companies Act, 1948.

### NOTICE OF GENERAL MEETING

11. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Act, as to giving information to Members in regard to their right to appoint proxies and notices of any other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

### PROCEEDINGS AT GENERAL MEETING

12. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the show of hands) demanded:-

- (a) By Chairman; or
- (b) By at least two members present in person or by proxy; or
- (c) By any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the Meeting; or
- (d) By a member or members holding shares in the Company conferring a right to vote at the Meeting, being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid upon all the Shares conferring the right.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

13. In the case of any equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

### DIRECTORS

14. Unless and until determined by the Company in General Meeting, the number of the Directors shall be as stated in Article 30 hereof. The first Directors of the Company shall also be as stated in Article 30 hereof.

15. The qualification of every Director shall be as stated in Article 30 hereof. He may act before acquiring his qualification, but he shall acquire his qualification within two calendar months of being appointed a Director.

16. Any person may be appointed or elected as a Director whatever may be his age, and no Director need vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

17. The Directors shall be paid such travelling, hotel, and other expenses as may properly be incurred by them in the execution of their duties, including any such expenses in connection with their attendance at Meetings of Directors and at General Meetings.

18. A Director of the Company may be or become a Director or other officer of, or otherwise interested in any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company in General Meeting otherwise direct.

19. A Director may vote as Director in regard to any contract or arrangement with the Company in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such Contract or arrangement is under consideration; Clause 84 in Part I of Table A shall be modified accordingly.

20. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

#### MANAGING DIRECTORS

21. Any Managing Director or Manager may from time to time be vested by the Board with all or any of the powers of the Directors (except the power to make calls, borrow money, issue debentures or forfeit shares) as such board may think fit.

22. When there is only one Director of the Company, all the powers of the Board of Directors shall be vested in him.

### ALTERNATE DIRECTOR

23. Any Director shall have power to nominate in writing any person to act as Alternate Director at any Board Meeting at which he is not present personally, and at his discretion to remove by notice in writing to such Alternate Director and to the Company respectively, any such Alternate Director, and upon any such appointment being made any Alternate Director shall be subject in all respects to the terms and conditions existing in regard to the other Directors of the Company, but shall not be entitled to any remuneration unless the Company shall with the previous written consent of the Director appointing or who has appointed him, vote remuneration to such Alternate Director. Any instrument appointing an Alternate Director shall be delivered to and retained by the Company.

### RESERVE

24. The Directors may establish a reserve to be called "the Capital Reserve" and shall either carry to the credit of such Reserve from time to time all moneys realised on the sale of any investments, property and assets of the Company in excess of the book price of the same, or apply the same in providing for depreciation or contingencies. Such Capital Reserve and all other moneys in the nature of accretion to Capital, whether on sale of investments, property or assets of the Company or otherwise, shall be treated for all purposes as capital moneys and not as profits available for dividend. Any losses realized on the sale of any investments, property or assets of the Company may be carried to the debit of the Capital Reserve, except in so far as the Directors shall in their discretion decide to make good the same out of other funds of the Company.

### BORROWING POWERS OF DIRECTORS

25. The Directors may exercise all the powers of the Company to borrow money as they shall think fit, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or any third party, and may re-issue any Debentures or Debenture Stock paid off.

### DISQUALIFICATION OF DIRECTORS

26. The Office of Director shall be vacated if the Director:-

- (a) Ceases to be a Director by virtue of Section 182 or 183 of the Act; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or
- (d) becomes of unsound mind; or

- (e) resigns his office by notice in writing to the Company; or
- (f) shall for more than six months have been absent without permission of the Directors from Meetings of the Directors held during that period, except where such absence has been caused through illness of a nature otherwise than that which would fall within sub-section (d) hereof.

#### NOTICES

27. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a Meeting at the expiration of twenty-four hours after the letter containing the same is posted. If a Member fails to give an address in the United Kingdom to which notices are to be addressed or sent he shall not be entitled to any notices of meetings.

#### SECRETARY

28. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

29. No person shall be appointed or hold office as Secretary who is

- (a) the sole Director of the Company; or
- (b) a Corporation, the sole Director of which is the sole Director of the Company; or
- (c) the sole Director of a Corporation which is the sole Director of the Company.

A provision of the Act or these Regulations requiring or authorising a thing to be done by or to a Director and Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

FIRST DIRECTORS

30. Subject to the provisions of Clause 14 hereof the number of Directors shall not be less than one nor more than five and the first Directors of the Company shall be determined in writing by the Subscribers of the Memorandum of Association.

FIRST SECRETARY

31. The first Secretary of the Company shall be  
THOMAS ARTHUR HERBERT.



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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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*Jean Herbert*

Jean Herbert,  
156, Strand,  
London, W.C.2.

COMPANY DIRECTOR.

*Th. A. Herbert*

Thomas Arthur Herbert,  
156, Strand,  
London, W.C.2.

BARRISTER-AT-LAW.

---

DATED the 16th day of October, 1959.

WITNESS to the above signatures:-

*E. W. Herbert*

Christine Freda Herbert,  
~~7 The Avenue,~~ 156, Strand,  
~~Muswell Hill,~~ London, W.C.2.  
~~London, W.C.2.~~

COMPANY DIRECTOR.

C. 173

DUPLICATE FOR THE FILE

No. 640302



## Certificate of Incorporation

I Hereby Certify, that

**TEMON CONTRACTS LIMITED**

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

Given under my hand at London this ~~Twenty-third~~ day of

~~October~~

One Thousand Nine Hundred and ~~Fifty nine~~.

*A. J. Mann*  
ASSISTANT Registrar of Companies.

Certificate  
received by

CO. PRODUCTS LTD.  
COMPANY REGISTRAR SPECIALISTS  
10, VICTORIA

Date. 8377-8378 23/10/59

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES



ORDINARY RESOLUTION

(Pursuant to Section 63(2) of the Companies Act, 1948)

- of -

TENON CONTRACTS LIMITED

Passed the 18th day of October 1962

At an EXTRAORDINARY GENERAL MEETING of the  
Members of the above-named Company, duly convened and  
held at 21 Station Road, Penge, London, S.E. 20 on the  
18th day of October 1962, the following ORDINARY  
RESOLUTION was duly passed:-

R E S O L U T I O N .

That the Ordinary Share Capital of the Company  
be increased to £20,000 by the creation of 19,900  
additional Ordinary Shares of £1 each to rank pari  
passu with the existing shares of the Company.

CHAIRMAN.

*P.C. L.*



73214

No. of Company 640302

Form NO. 10101ES  
REGISTRATION

# THE COMPANIES ACT, 1948.

## NOTICE OF INCREASE IN NOMINAL CAPITAL.

Pursuant to Section 63.

Name of Company { TERION CONTRACTS Limited,

NOTE.—This notice, accompanied by a printed copy of the Resolution authorising the Increase, must be forwarded to the Registrar of Companies within 15 days after the passing of the said Resolution.

TELEPHONE: HOLBORN 0772.

TELEGRAMS: "DOUBLE, ESTRAND LONDON

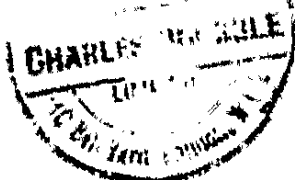
PUBLISHED BY  
**CHARLES DOUBBLE LIMITED,**

Company Registration Agents, Printers and Stationers  
10, Bell Yard, Strand, London

Presented for filing by

Coulson & Coulson,

262 Kirkdale, Sydenham, S.E.26.



22 OCT 1962



TO THE REGISTRAR OF COMPANIES.

TENON CONTRACTS

LIMITED

hereby gives you notice pursuant to Sect. 63 of the Companies Act, 1948, that by  
(\*) Ordinary Resolution of the Company dated the 18th  
day of October 1962, the nominal Capital of the Company has been  
increased by the addition thereto of the sum of £ 19,900 beyond the  
registered Capital of £ 100

The additional capital is divided as follows:—

<u>Number of Shares.</u>	<u>Class of Share.</u>	<u>Nominal Amount of each Share.</u>
19,900	Ordinary	£1

The conditions (e.g. voting rights, dividend rights, winding-up rights, etc.) subject to which the new Shares have been or are to be issued as follows:—

To rank *pari passu* with the Ordinary shares already issued by the Company

(If any of the new shares are Preference Shares state whether they are redeemable or not.)

(Signature) B. C. Singh  
(State whether Director,  
or Secretary) Director

Dated the 15th day of October 1962

(\*) "Ordinary", "Extraordinary" or "Special".

Margin reserved for binding.

No. of Certificate 640302 <sup>20</sup>

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Form No. 26A.



TENON CONTRACTS

COMPANY, LIMITED.

Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891.

(NOTE—The Stamp duty on an increase of Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933).

This statement to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE—Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

TELEPHONE: HOLBORN 0375.

TELEGRAMS: "DOUBLE, STRAND LONDON"

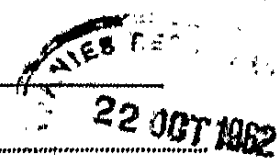
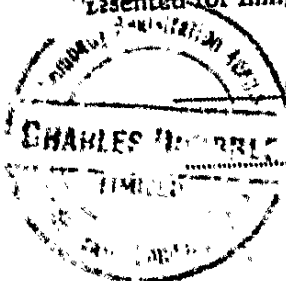
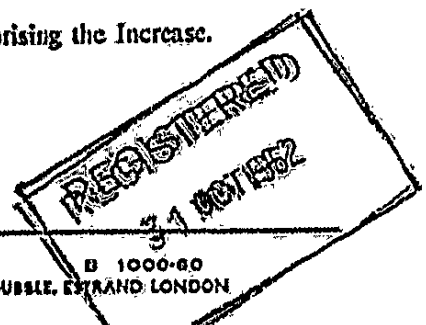
PUBLISHED BY  
**CHARLES DOUBBLE LIMITED,**

Company Registration Agents, Printers and Stationers,  
10, Bell Yard, Strand, London, W.C.2

Presented for filing by

Coulson & Coulson,

262, Kirkdale, Sydenham, S.E.26.



2332

The NOMINAL CAPITAL of TENON CONTRACTS

Company, Limited,

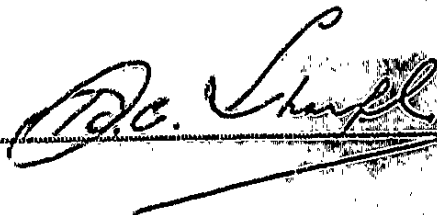
has by a Resolution of the Company dated 18th October 1962

been increased by the addition thereto of the sum of £19,900, divided into

19,900 shares of £1 each, beyond the Registered Capital of

£100

Signature



Description Director

Date 18th Oct. 1962

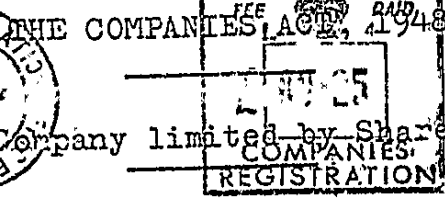
y

This statement should be signed by an Officer of the Company.

NOTE: This margin is reserved for Binding, and must not be written across.

40302

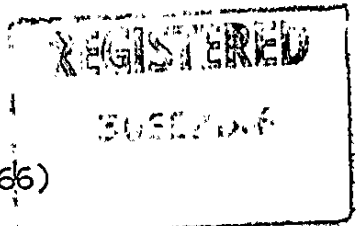
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Special Resolutions

- of -

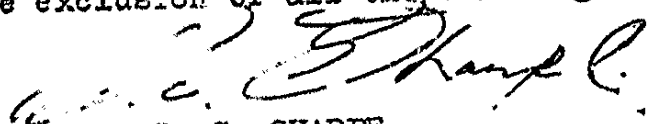
TENON CONTRACTS LIMITED  
(Passed 19th September, 1966)



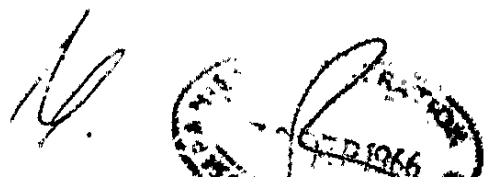
At an Extraordinary General Meeting of the members of the above named Company duly convened and held the following resolutions were passed as Special Resolutions

SPECIAL RESOLUTIONS

1. That the 18,000 Ordinary Shares of £1 each in the capital of the Company numbered 1 to 18,000 (inclusive) be and the same are hereby converted into 18,000 "A" Ordinary Shares of £1 each and the 2,000 Ordinary Shares of £1 each in the capital of the Company numbered 18,001 to 20,000 (inclusive) be and the same are hereby converted into 2,000 "B" Ordinary Shares of £1 each such "A" Ordinary Shares and "B" Ordinary Shares respectively having attached thereto the rights and being subject to the restrictions contained in the Articles of Association of the Company adopted pursuant to Special Resolution No. 2.
2. That the regulations contained in the document produced to the meeting and for the purposes of identification signed by the Chairman thereof be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution and to the exclusion of all the existing Articles of Association.

  
D. C. SHARPE

Chairman.





640302

This is a copy of the regulations referred to in the Special Resolution passed 19<sup>th</sup> September 1966

*D. C. Stanger*  
*Chairman*

THE COMPANIES ACT, 1948  

---

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

TENON CONTRACTS LIMITED

(Adopted by Special Resolution passed 19<sup>th</sup> September 1966)

PRELIMINARY

1. The regulations contained in Part I of Table "A" in the First Schedule to the Companies Act, 1948 (which Table is hereinafter called Table "A") shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Part I of Table "A" numbered 24, 62, 64, 77, 79, 87, 88 (a) and (f), 89, 90, 91, 92, 93, 99 and 107 shall not apply, but, subject as aforesaid, and in addition to the remaining Clauses in Part I of Table "A", the following shall be the Articles of Association of the Company

PRIVATE COMPANY

2. The Company is a private company, and accordingly the regulations contained in Part II of Table "A", except Clauses 1, 3 and 4 thereof, shall apply to the Company

SHARES

*No increase*

3. The Share capital of the Company at the date of the adoption of these Articles is £20,000 divided into

18,000	"A" Ordinary Shares of £1 each and
2,000	"B" Ordinary Shares of £1 each. The

"A" Ordinary Shares and the "B" Ordinary Shares shall

be separate classes of shares but save as hereinafter expressly provided shall rank passu in all respects.

4. No shares in the capital of the Company for the time being unissued shall be allotted or issued (except by way of capitalisation of reserves or undistributed profits) without the previous consent in writing of the holders of the "B" Ordinary Shares ;

#### TRANSFERS

5. (A) No "A" Ordinary Shares shall be transferred otherwise than to :-

(i) another holder of "A" Ordinary Shares; or

(ii) the personal representatives of a holder of "A" Ordinary Shares on the death of such holder; or

(iii) the beneficiaries under the Will of a deceased holder of "A" Ordinary Shares on the distribution of the estate of such deceased holder; or

(iv) to a holder of "B" Ordinary Shares

without the previous consent in writing of the holders of the "B" Ordinary Shares

(B) Upon any transfer of any "A" Ordinary Shares to a holder of "B" Ordinary Shares being registered the "A" Ordinary Shares included therein shall become "B" Ordinary Shares

(C) The Directors may without assigning any reason therefor refuse to register any transfer of any share which is not a fully paid share

(D) An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Part I of Table "A" shall be modified accordingly

6. The lien conferred by Clause 11 in Part I of Table "A" shall attach to fully paid shares and to all shares registered in the name of any person indebted or under

liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders

7. In Clause 15 of Part I of Table "A" the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that"

#### VARIATION OF RIGHTS

8. For the purposes of Clause 4 in Part I of Table "A" (as applied in these Articles) any alteration to the provisions of Articles 4, 5, 8, 15, 16, 20(B), 31 and 32 of these Articles shall be deemed to be a variation to the rights attached to the "B" Ordinary Shares

#### NOTICES

9. Every notice calling a General Meeting shall comply with the provisions of Section 136(2) of the Act, as to giving information to Members in regard to their right to appoint proxies, and all notices and other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company

#### RESOLUTIONS

10. Any such resolution in writing as is referred to in Clause 5 in Part II of Table "A" may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to

#### PROCEEDINGS AT GENERAL MEETINGS

11. The following words shall be added to the end of Clause 52 in Part I of Table "A" "and fixing the remuneration of Directors"

12. The words "the meeting shall be dissolved" shall

be substituted for the words "the members present shall be a quorum" in Clause 54 in Part I of Table "A"

13. It shall not be necessary to give any notice of an adjourned meeting and Clause 57 in Part I of Table "A" shall be construed accordingly

14. A poll may be demanded by any Member present in person or by proxy and Clause 58 in Part I of Table "A" shall be modified accordingly

15. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed, and that person may appoint a proxy to vote on a poll on behalf of the Member

#### DIRECTORS

16. (A) Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two and Clause 75 in Part I of Table "A" shall be modified accordingly

(B) The holders of all the "B" Ordinary Shares for the time being shall be entitled from time to time by notice in writing signed by them and left at the registered office of the Company for the time being to appoint one Director and by like notice to remove any Director so appointed and by like notice to appoint any other person to be a Director in place of the Director so removed

(C) Except for any Director appointed under paragraph (B) of this Article, during such time as the "A" Ordinary Shares shall have attached thereto more

than 50 per cent. of the total votes which may be cast at any general meeting of the Company, the qualification of a Director shall be the holding in his own right and not jointly with any other person of at least one "A" Ordinary Share. After such time a Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and Clause 134 in Part I of Table "A" shall be modified accordingly

17. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director

18. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party

19. A Director having disclosed his interest may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising there-out, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table "A" shall be modified accordingly

20. (A) A Director present at any meeting of Directors or Committees of Directors need not sign his name in a

book kept for, that purpose and Clause 86 in Part I of Table "A" shall be modified accordingly

(B) The quorum necessary for the transaction of business of the Directors shall be two

21. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance

22. Paragraph (D) of Clause 88 of Part I of Table "A" shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the opinion of the majority of his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director"

23. A Director shall not retire by rotation and Clauses 96 and 97 in Part I of Table "A" shall be modified accordingly

24. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the last sentence of Clause 95 of Part I of Table "A" shall be deleted

25. Without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed

26. (A) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the Board of Directors as hereinafter

provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him: Provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a majority consisting of two-thirds of the whole Board shall have been given and entered in the Directors' Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director need not hold a share qualification. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present

(B) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him

27. Any such resolution in writing as is referred to in Clause 106 in Part I of Table "A" may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table "A" shall be modified accordingly

28. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age

29. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office

30. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Clause 88 (E) of Table "A" shall be modified accordingly

XXXXXX

31. On a show of hands every member present in person



shall have one vote and on a poll every member shall have one vote for each share of which he is the holder

QUORUM AT GENERAL MEETINGS

32. 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; save as provided in Table "A" as adopted and modified by these Articles two members (at least one of whom shall be a holder of "B" Ordinary Shares) present in person or by proxy shall be a quorum

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS  
OF  
TENON CONTRACTS LIMITED

PASSED: 15 May 1972

At an EXTRAORDINARY GENERAL MEETING of the Company held on 15 May 1972 the following Resolutions were duly passed as SPECIAL RESOLUTIONS :-

RESOLUTIONS

1. THAT the authorised share capital of the Company be increased to £21,000 by the creation of 1,000 additional 'B' Ordinary Shares of £1 each, which together with the existing 'B' Ordinary Shares shall henceforth be designated as "Ordinary Shares".
2. THAT the Objects of the Company as contained in Clause 3 of the Company's Memorandum of Association be deleted and those contained in the draft new Clause 3 submitted to the meeting (and for the purpose of identification signed by the Chairman thereof) be substituted therefor.
3. THAT the new Articles of Association of the Company contained in the draft document submitted to the meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

*JLB*

*Duerton*  
.....  
Chairman of the Meeting

*Handwritten notes:*  
1. Mr. J. B. Duerton  
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100. Mr. J. B. Duerton

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27 MAY 1972

No. of Company 640302

FORM NO. 107/67

CRF 0.25

CE 015

# THE COMPANIES ACTS 1948 to 1967

## Notice and Statement\* of Increase in Nominal Capital

To THE REGISTRAR OF COMPANIES



Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by a <sup>Special</sup> Resolution of the Company dated the fifteenth day of May 1972 the nominal capital of the Company has been increased by the addition thereto of the sum of £1,000 beyond the registered capital of £ 20,000.

The additional capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each share
1,000	Ordinary	£1

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

The new shares rank pari passu in all respects with the existing Ordinary Shares.

Signature

State whether Director or Secretary

Dated the day of 19

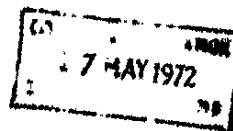
Presented by

Presenter's Reference

R.H.A. Forbes,

c/o Alcan Booth Industries Limited,

One Mount Street, Berkeley Square,  
LONDON, W.1 6HP.



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THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM

*(As altered by Special Resolution passed 15th May, 1972)*

- and -

NEW

ARTICLES OF ASSOCIATION

*(Adopted by Special Resolution passed 15th May, 1972)*

- of -

TENON CONTRACTS LIMITED

*(Incorporated the 23rd day of October, 1959)*



COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS  
OF  
TENON CONTRACTS LIMITED

PASSED: 15 May 1972

At an EXTRAORDINARY GENERAL MEETING of the Company held on 15 May 1972  
the following Resolutions were duly passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

1. THAT the authorised share capital of the Company be increased to £21,000 by the creation of 1,000 additional 'B' Ordinary Shares of 11 each, which together with the existing 'B' Ordinary Shares shall henceforth be designated as "Ordinary Shares".
2. THAT the Objects of the Company as contained in Clause 3 of the Company's Memorandum of Association be deleted and those contained in the draft new Clause 3 submitted to the meeting (and for the purpose of identification signed by the Chairman thereof) be substituted therefor.
3. THAT the new Articles of Association of the Company contained in the draft document submitted to the meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

D. Morton.  
.....  
Chairman of the Meeting

No. 640302



## Certificate of Incorporation

---

I Hereby Certify, that

**TENON CONTRACTS LIMITED**

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

Given under my hand at London this Twenty-third                      day of  
October                      One Thousand Nine Hundred and Fifty nine.

*Registrar of Companies.*

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TENON CONTRACTS LIMITED

1. The name of the Company is Tenon Contracts 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, producers, converters, processors, refiners, distillers, users, merchants or dealers of or in aluminium and other metals or in any natural or man made substance, or of or in any products derived or made therefrom;
  - (b) to carry on business as builders, miners, engineers, chemists, concessionaires, planters, farmers, livestock producers and traders, carriers by land, sea or air, importers, exporters, wholesalers, retailers, factors, principals, agents, contractors, managers or otherwise in connection with any business for the time being carried on by the Company; to assist in any manner, or perform any kind of service including (but not limited to) the provision of technical assistance, insurance and finance for, any person or body of persons; to amalgamate with or hold shares in any company or act as a holding company; and to acquire any business which the Company is authorised to carry on;

- (c) to carry on business as manufacturers, importers and exporters of and dealers in goods and merchandise, and to carry on financial operations, of all kinds and descriptions;
- (d) to buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company;
- (e) to take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent, brevets d'invention, licenses, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licences in respect thereof or otherwise turn the same to the advantage of the Company;
- (f) to erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not;
- (g) to lend money to customers and others and to enter into any guarantee, contract of indemnity or suretyship;
- (h) to invest the money of the Company in any manner that the Company may think fit;
- (i) to borrow and raise money and secure or discharge any debt or obligation of or binding on the Company



in such manner as may be thought fit and in particular by mortgage of or charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;

(j) to guarantee support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by trust deed or by other assurance or by any such methods and whether severally or jointly with any other person, firm or company the performance of the obligations of and the payment of the capital or principal of and dividends or interest and premiums on any securities undertaken or issued by any person, firm or company including (but without prejudice to the generality of the foregoing) a company which is for the time being the Company's holding company (within the meaning of Section 154 of the Companies Act 1948) or another subsidiary (within the meaning of the said Section) of the Company's holding company or otherwise associated with the Company in business;

(k) to draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds;

(l) to distribute among the members of the Company in specie any property of the Company;

(m) to make donations, subscriptions or guarantees to or for charitable or benevolent objects, or to or for any specific, public, general or useful object, whether or not for the benefit of the Company or its business;

(n) to grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company, their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons;

(o) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them;

(p) to do all or any of the things or matters aforesaid in any part of the world and either as principal agent, contractor, trustee or otherwise and by or through trustees, agents, attorneys or otherwise and either alone or in conjunction with others;

and it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,

and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.
5. The share capital of the Company is £21,000 divided into 21,000 Ordinary shares of £1 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 DESCRIPTION OF SUBSCRIBERS	Number of shares taken by each Subscriber
<p data-bbox="480 882 738 1021">Jean Herbert, 156 Strand, London W.C.2. Company Director</p> <p data-bbox="480 1066 938 1205">Thomas Arthur Herbert, LL.B., 156 Strand, London W.C.2. Barrister-at-Law</p>	<p data-bbox="1193 882 1246 904">One</p> <p data-bbox="1193 1066 1246 1088">One</p>

DATED the 16th day of October, 1959

WITNESS to the above signatures:-

Christine Freda Herbert,  
156 Strand,  
London W.C.2.  
Company Director

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
OF

TENON CONTRACTS LIMITED

---

PRELIMINARY

1. In these Articles

- (a) "Table A" means Table A in the First Schedule to the Companies Act 1948; and
- (b) "Part I" and "Part II" mean respectively Part I of Table A and Part II of Table A.

2. Subject as hereinafter provided or except where inconsistent with or varied by provisions hereinafter contained, the regulations contained in Part I and Part II shall apply to the Company.

SHARES

3. The authorised share capital of the Company at the date of the adoption of these Articles is £21,000, divided into 21,000 Ordinary shares of £1 each.

4. All Shares for the time being created and unissued shall be under the control of the Directors, who may (subject to any directions to the contrary that may be given by the Company in General Meeting) allot or otherwise dispose of the same to such persons, on such terms and conditions and at such time or times as the Directors may think fit.

being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting those holders of shares of the class who are present shall be a quorum and Regulation 4 of Part I shall be modified accordingly.

#### GENERAL MEETINGS

6. Subject to the provisions of the Act, a resolution in writing signed by all Members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, and signature in the case of a corporate body which is a Member shall be sufficient if made by a Director thereof or its duly appointed attorney. Regulation 5 Part II shall not apply.
7. Without prejudice to the provisions of Section 139 of the Act any corporation which is a member of the Company may by resolution of its Directors or other governing body or under the hand of any two of its Directors or members of its governing body authorise the holder or holders of one or more specified offices in the corporation or in the Company to act as its representative at any meeting of the Company provided that in the case where more than one person attempts to represent the corporation at any meeting of the Company the senior of such persons shall be deemed for all purposes to be the representative of the corporation to the exclusion of the other or others of such persons, and for this

purpose seniority shall be determined by the order in which the names of such persons stand in the resolution or document under hand appointing them and in the case where they are appointed by different resolutions or documents under hand the person appointed by the earlier or earliest of such resolutions or documents as the case may be shall be deemed to be the senior.

8. A poll may be demanded by the Chairman or by any Member present in person or by proxy and Regulation 58 of Table A shall be modified accordingly.

#### DIRECTORS

9. Until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two. Regulation 75 of Part I shall not apply.
10. The holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at general meetings of the Company shall have power at any time or from time to time by memorandum in writing signed by or on behalf of him or them and left at or sent to the Registered Office of the Company remove any Director from office or appoint any person to be a Director and the Company in general meeting shall have the same powers.
11. There shall be no share holding qualification for Directors, but the Directors for the time being shall be entitled to receive notice of and to attend and speak at all General Meetings of the Company. Regulation 77 of Part I shall not apply.
12. The Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertakings property and uncalled capital or any part thereof, and to issue

debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party (including its holding company). Regulation 79 of Part I shall not apply.

13. A Director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of Directors in accordance with Section 199 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Paragraphs (2) and (4) of Regulation 84 of Part I shall not apply.
14. Each Director shall have the power by writing under his hand to nominate (i) any other Director, or (ii) any person approved for that purpose by the other Directors, to act as his alternate Director during his absence, and at his discretion to remove such alternate Director and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. Any Director acting as an alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director, if his appointor cease for any reason to be a Director.
15. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual



vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 88 of Part I) hold office until he is removed pursuant to Article 10 hereof

16. Regulation 88 of Table A shall apply to the Company with the addition at the end of sub-paragraph (f) thereof of the words, "and the Directors resolve that his office be vacated".
17. Regulations 89 to 97 inclusive of Part I shall not apply.
18. Notice of a meeting of the Directors need not be given to a Director who is for the time being absent from the United Kingdom unless such a Director shall have given written notice to the Company of an address in the United Kingdom at which such notice is to be given, in which case notice shall be given to him at such address. Regulation 98 of Part I shall be modified accordingly.

#### PROCEEDINGS OF DIRECTORS

19. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Directors or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by one or more of the Directors or members of the committee concerned. Regulation 5 of Part II shall not apply.
20. The Directors may from time to time appoint any person or persons to an office carrying the title Special Director. A Special Director shall hold office for such period and with such title and shall perform such duties and be entitled to such remuneration and to exercise such rights and powers only as may be determined and

conferred upon him at the time of his appointment or thereafter and either absolutely in fixed terms or by reference to the discretion from time to time of the Board. A Special Director shall not by reason of his holding that office be a Director of the Company and references in these presents to Directors or Members of the Board shall not include a Special Director. A Special Director shall not be entitled to receive notice of or to attend or vote at meetings of the Board unless he is also a Director or he is invited to do so by the Board.

#### PENSIONS AND ALLOWANCES

21. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions annuities or other allowances and benefits as well in favour of any Director or former Director or the relations, connections or dependants of any Director or former Director as otherwise provided that no pension annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been an Executive Director or held any other office or place of profit under the Company (or to a person who has no claim on the Company except as a relation connection or dependant of such Director or former Director) without the approval of an ordinary resolution of the Company. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind properly conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. Regulation 87 of Part I shall not apply.

Company No. 640302

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*See Board*

COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION  
OF  
TENON CONTRACTS LIMITED

PASSED: 26th April 1974

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Oldmadow Road, King's Lynn, on Friday 26th April 1974 the following Resolution was passed as a SPECIAL RESOLUTION:

RESOLUTION

"THAT the Share Premium Account, which stands in the books of the Company at £499,000, be cancelled".

19

-9 MAY 1974

SLAY-1015 AND MAY  
35. BAS HALL ST. ECKEN  
LONDON, E.C.2

*J. B. Eton*  
Chairman of The Meeting

Company No. 640302

69

COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION  
OF  
TENON CONTRACTS LIMITED

PASSED : 4th April 1974

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Oldasadov Road, King's Lynn, on Thursday 4th April 1974 the following Resolution was passed as an ORDINARY RESOLUTION:

RESOLUTION

"THAT the Share Capital of the Company be increased to £50,000 by the creation of 29,000 Ordinary Shares of £1 each".

.....*J. P. Bellon*.....  
Chairman of the Meeting

SLAUGHTER AND MAY  
35, BASINGHALL ST.  
LONDON. E.C.2 GEL/NEW

38

COMPANIES REGISTERED  
- 20018-1974

No. of Company ..... 640302 **70** .....

## THE COMPANIES ACTS 1948 TO 1967

### Notice of increase in nominal capital

Pursuant to Section 63 of the Companies Act 1948

To the Registrar of Companies

Name of Company ..... **TENON CONTRACTS** ..... Limited\*

hereby gives you notice that by ~~ordinary~~ **special** resolution of the company dated the  
..... **4th April, 1974** ....., the nominal capital of the company has been increased by the  
addition thereto of a sum of £ **29,000** ..... beyond the registered capital of £ **21,000** .....

The additional capital is divided as follows:-

Number of shares	Class of share	Nominal amount of each share
<b>29,000</b>	<b>Ordinary</b>	<b>£1</b>

The conditions (e.g. voting rights, dividend rights, winding up rights, etc.) subject to which the new shares  
have been or are to be issued are as follows:-  
(If any of the shares are preference shares state whether they are redeemable or not)

**To rank pari-passu with existing shares.**

Signed ..... *[Signature]* .....

State whether ..... **DIRECTOR & SECRETARY** .....

Date ..... **5th April 1974** .....

\* Delete "Limited" if not applicable  
\*\* Delete as necessary

(see notes overleaf)

Presented by:

**Slaughter & May,  
25, Abingdon Street,  
London EC4V 5DB**

Presenter's reference: **GBI/ABL**



Form No. 10

CHANCERY DIVISIONMR. JUSTICE FLOWMAN

Fo. 223 C 7

REGISTERED  
- 21.7.1974MONDAY the 29th day of JULY 1974

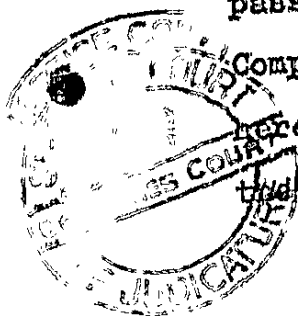
IN THE MATTER of TENON CONTRACTS LIMITED  
- and -  
IN THE MATTER of THE COMPANIES ACT, 1948

UPON THE PETITION of the above-named TENON CONTRACTS LIMITED whose registered office is situate at Olmedon Road Kings Lynn in the County of Norfolk on the 28th June 1974 preferred unto this Court

AND UPON HEARING Counsel for the Petitioner

AND UPON READING the said Petition the Order dated 11th July 1974 (dispensing with the settlement of a list of Creditors) the Affidavit of John Pilkington Bolton filed the 8th July 1974 the Exhibits in the said Affidavit referred to and the "Times" newspaper of the 20th July 1974 (containing a notice of the presentation of the said Petition and that the same was appointed to be heard this day)

THIS COURT DOETH ORDER that the reduction of the Share Premium Account of the said Company from £499,000 to Nil resolved on and effected by a Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 26th April 1974 be and the same is hereby confirmed in accordance with the provisions of the above mentioned Act.



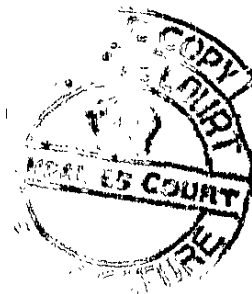
-2 AUG 1974

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an Office Copy hereof be delivered to him.

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order ~~and of the said Minute~~ be published once in the "Times" newspaper within 21 days after such registration.

G. M. PARBURY

REGISTRAR





**CERTIFICATE OF REGISTRATION  
OF ORDER OF COURT ~~AND MINUTE~~  
ON  
REDUCTION OF ~~CAPITAL~~ SHARE PREMIUM ACCOUNT**

Whereas **TEKON CONTRACTS LIMITED** /

having by Special Resolution reduced its <sup>share premium account</sup> ~~capital~~ as confirmed by an Order of the High Court of Justice, Chancery Division

dated the **29th July 1974** /

Now therefore I hereby certify that the said Order <sup>was</sup> ~~and Minute~~ were registered pursuant to section 69 of the Companies Act, 1948, on the **2nd August 1974** /

Given under my hand at London the **6th August 1974** /

No. **640302** /

CTED BY	<i>[Signature]</i>
MAJ F OF SLAUGHTER AND MAY	
DATE	<b>12/8/74</b>

*[Signature]*  
**F. WILKINSON**

Assistant Registrar of Companies



# THE COMPANIES ACTS 1948 TO 1967

## Members' voluntary winding up

### Declaration of solvency

(embodying a statement of assets and liabilities)

Pursuant to Section 283 of the Companies Act 1948

TENON CONTRACTS

Name of Company ..... Limited\*

We, ....Robert Hugh Armitage Forhes and Frank John Davies.....

of .....Alcan House, 30 Berkeley Square, London W1X 6D? .....

being ~~the~~ <sup>the</sup> ~~majority~~ <sup>\*\*</sup> directors of the above-named company do solemnly and sincerely declare that we have made a full enquiry into the affairs of this company, and that having done so we have formed the opinion that this company will be able to pay its debts in full within a period of .....two...../ months from the commencement of the winding up, and we append overleaf a statement of the company's assets and liabilities as at the .....  
31st December 1975 being the latest practical date before the making of the declaration.

And we 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 ~~24/ps~~ <sup>Princes Street</sup> .....  
.....  
.....

the .....9<sup>th</sup>..... day of .....April.....  
one thousand nine hundred and .....eighty.....  
before me,

*E. P. Jones*  
A Commissioner for Oaths (see note (b) below)

(a) "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 a secretary"

(b) or Notary Public or Justice of the Peace or Solicitor having the power conferred on a Commissioner for Oaths

\*Delete "Limited" if not applicable.

Presenter's reference:

F sented by:

Margin reserved for binding

Assets and liabilities											Estimated to realise or to rank for payment (to nearest £)
<b>ASSETS:-</b>											
Balance at bank	...	...	...	...	...	...	...	...	...	...	
Cash in hand	...	...	...	...	...	...	...	...	...	...	
Marketable securities	...	...	...	...	...	...	...	...	...	...	
Bills receivable	...	...	...	...	...	...	...	...	...	...	
Trade debtors	...	...	...	...	...	...	...	...	...	...	
Loans and advances	...	...	...	...	...	...	...	...	...	...	
Unpaid calls	...	...	...	...	...	...	...	...	...	...	
Stock in trade	...	...	...	...	...	...	...	...	...	...	
Work in progress	...	...	...	...	...	...	...	...	...	...	
<b>LOAN TO PARENT COMPANY</b>											
Freehold property	...	...	...	...	...	...	...	...	...	...	
Leasehold property	...	...	...	...	...	...	...	...	...	...	
Plant and machinery	...	...	...	...	...	...	...	...	...	...	
Furniture, fittings, utensils, etc.	...	...	...	...	...	...	...	...	...	...	
Patents, trade marks, etc.	...	...	...	...	...	...	...	...	...	...	
Investments other than marketable securities	...	...	...	...	...	...	...	...	...	...	
Other property, viz:-	...	...	...	...	...	...	...	...	...	...	
<b>Estimated realisable value of assets</b>											£
<b>LIABILITIES:-</b>											£
Secured on specific assets, viz:-											NIL
Secured by floating charge(s)											
Estimated cost of liquidation and other expenses including interest accruing until payment of debts in full											
Unsecured creditors (amounts estimated to rank for payment):-											£
Trade accounts											
Bills payable											
Accrued expenses											NIL
Other liabilities											
<b>Contingent liabilities:-</b>											NIL
<b>Estimated surplus after paying debts in full</b>											£
											232,188

1555

L21/MAR 28/CF

REGISTERED NO. 640302

89

TENON CONTRACTS LIMITED

To the Registrar of Companies:

At an Extraordinary General Meeting of the above named company duly convened and held at Alcan House, South Bar, Banbury, Oxfordshire on 21st March 1980 the following Special Resolution was passed:

"That the Company be wound up voluntarily and that Stanley Roy Spalding of Alcan House, South Bar, Banbury, Oxfordshire be appointed liquidator for the purposes of such winding up."

Dated this 21<sup>st</sup> day of March 1980.

*H. Davis*

Chairman



No. of Company ..... 640302

Form No 39D  
(No registration  
fee payable)

101  
THE COMPANIES ACTS 1948 TO 1976

L 129 / May 20 / CF

Technical Creditors' Voluntary Winding up

Notice of appointment of Liquidator

Pursuant to Section 305 of the Companies Act 1948

To the Registrar of Companies

Name of Company ..... Tenon Contracts ..... Limited\*

Nature of business ..... Manufacture/Installation of partitioning .....

I/We ..... Stanley Roy Spalding .....

of ..... Alcan House, South Bar, Banbury, Oxfordshire .....

hereby give notice that I/we have been appointed liquidator(s) of the above named company by resolution of the

Company dated the ..... 21 March 1980 .....

The intended Members' Voluntary Winding-Up has by reasons of non-compliance with Section 283 (I) and (II) of the Companies Act, 1948 become a Creditors' Voluntary Winding-Up in accordance with Section 283 (IV) of the Act.

Signed\*\* ..... S.R. Spalding .....

Date ..... 15 May 1980 .....

\* delete "Limited" if  
not applicable

\*\* to be signed by each  
liquidator if more than  
one.

Presented by:

S R Spalding  
Alcan House  
South Bar  
Banbury, Oxfordshire

Presentor's reference:



No. of Company..... 640302

No. 111

(No registration fee payable)

## THE COMPANIES ACTS 1948 to 1976

### MEMBERS' VOLUNTARY WINDING UP

#### RETURN OF FINAL WINDING-UP MEETING

*Pursuant to section 290 of the Companies Act 1948*

Insert the  
Name  
of the  
Company

TENON CONTRACTS

LIMITED (In liquidation)

This return is to be filed within one week after the date of the final winding-up meeting. If default is made, the Liquidator is liable to a fine not exceeding £5 for every day during which the default continues.

In the case of a Members' Voluntary Winding Up to which section 288 applies, Companies (W.U.) 21\* (Form No. 112) should be used.

Presented by

Presenter's Reference

S R SPALDING

ALCAN HOUSE, SOUTH BAR STREET

BANBURY, OXON



Oyez Publishing Limited, Norwich House, 11/13 Norwich Street, London EC4A 1AB, a subsidiary of  
The Solicitors' Law Stationery Society, Limited. ★★★ F7252 23-12-77 BW21678

# MEMBERS' VOLUNTARY WINDING UP

To the Registrar of Companies

I (or We) STANLEY ROY SPALDING

of ALCAN HOUSE, SOUTH BAR STREET, BANBURY, OXON

being the Liquidator(s) of TENON CONTRACTS

..... LIMITED,

have to inform you that a General Meeting of the Company was duly

(a) held on the TWENTY THIRD day of  
summoned for

MARCH 19 81 pursuant to section 290 of the Companies

Act 1948 for the purpose of having an Account (of which a copy is attached

hereto) (b) laid before it showing how the Winding Up of the Company has

been conducted, and the property of the Company has been disposed of, and

that (a) the same was done accordingly.  
no quorum was present at the Meeting.

(Signature) (c) .....

.....  
Liquidator(s).

Dated the 23 day of MARCH 19 81

- (a) Strike out that which does not apply.  
(b) The copy account accompanying this return must be authenticated by the written signature(s) of the Liquidator(s).  
(c) To be signed by each Liquidator if more than one.

Number of } 640302  
Company }

# THE COMPANIES ACTS 1948 to 1976

## LIQUIDATORS' STATEMENT OF ACCOUNT (Members' or Creditors' Voluntary Winding-up) (Pursuant to sections 290 and 300 of the Companies Act 1948)

STATEMENT showing how the Winding-up has been conducted and the property of the Company has been disposed of

Insert the Name of the Company { **TENON CONTRACTS**  
**LIMITED (in liquidation)**

As soon as the affairs of the Company are fully wound up, the Liquidator is to make up an account of the winding up showing how the winding up has been conducted and the property of the Company has been disposed of and to call a meeting of the Company and (in the case of a Creditors' Voluntary Winding-up or a Members' Voluntary Winding-up to which section 288 applies) a meeting of the Creditors for the purpose of laying the account before the Meeting(s) and giving any explanation thereof. See sections 290 (1), 291 and 300 (1).

Within one week after the date of the meeting (or, if section 300 applies and the two meetings are held on different dates, one week after the date of the later meeting) the Liquidator must send to the Registrar of Companies a copy of this Account with the return of the Final Winding-up Meeting. See sections 290 (3) and 300 (3). If default is made, the Liquidator is liable to a fine not exceeding £5 for every day during which the default continues.

Presented by

Presentor's Reference

**S R SPALDING**

**ALCAN HOUSE, SOUTH EAR STREET**

**BANBURY, OXON**



Oyez Publishing Limited, Norwich House, 11/13 Norwich Street, London EC4A 1AB, a subsidiary of The Solicitors' Law Stationery Society, Limited.

F9949 15-2-80 BW2333

★★★★

Companies (W.U.) 2+

(P.T.O)

# LIQUIDATOR'S STATEMENT OF ACCOUNT

Statement showing how the winding-up has been conducted

From 21 MARCH 1980 (Commencement of Winding-up)

	Statement of Assets and Liabilities	Receipts
<b>RECEIPTS:—</b>	£	£
Cash at Bank .. .. .	NIL	
Cash in Hand .. .. .	NIL	
Marketable Securities .. .. .	NIL	
Sundry Debtors .. .. .	232,188	232,188
Stock in Trade .. .. .	NIL	
Work in Progress .. .. .	NIL	
Freehold Property .. .. .	NIL	
Leasehold Property .. .. .	NIL	
Plant and Machinery .. .. .	NIL	
Furniture, Fittings, Utensils, etc. .. .. .	NIL	
Patents, Trade Marks, etc. .. .. .	NIL	
Investments other than Marketable Securities .. .. .	NIL	
Surplus from Securities .. .. .	NIL	
Unpaid Calls at commencement of Winding-up .. .. .	NIL	
Amounts received from Calls on Contributories made in the Winding-up .. .. .	NIL	
Receipts per Trading Account .. .. .	NIL	
Other Property, viz.:—	NIL	
	£ 232,188	
<b>Less:—</b>	£	
Payments to redeem Securities .. .. .	NIL	
Costs of Execution .. .. .	NIL	
Payments per Trading Account .. .. .	NIL	
	232,188	
<b>NET REALISATIONS</b> .. .. .		£ 232,188
		£ 232,188

NOTE.—This margin is reserved for binding, and must not be written across



(\* [Members] \* [Creditors] Voluntary Winding-up)

and the property of the Company has been disposed of

to 23 MARCH 1981 (Close of Winding-up)

to 23 MARCH

NOTE.—This margin is reserved for binding, and must not be written across

										Payments
										£
Costs of Solicitor to Liquidator .. .. .										NIL
Other Law Costs .. .. .										NIL
Liquidator's remuneration:—										£
Where applicable	% on £	realised	..	..						NIL
	% on £	distributed	..	..						NIL
By whom fixed .....										NIL
Auctioneer's and Valuer's Charges .. .. .										NIL
Costs of Possession and Maintenance of Estate .. .. .										NIL
Costs of notices in <i>Gazette</i> and local papers .. .. .										NIL
Incidental Outlay .. .. .										NIL
TOTAL COSTS AND CHARGES .. .. .										£
(i) Debenture-holders:—										£
Payment of £ NIL per £ NIL debenture										NIL
Payment of £ NIL per £ NIL debenture										NIL
Payment of £ NIL per £ NIL debenture										NIL
(ii) Creditors:—										£
NIL † Preferential .. .. .										NIL
NIL † Unsecured:— .. .. .										NIL
Dividend(s) of NIL p in £ on £ NIL										NIL
(The estimate of amount expected to rank for dividend was £ 232,188.)										
(iii) Returns to Contributories:—										£
464.376 p per £ 1 ORDINARY † share										232,188
p per £ † share										
p per £ † share										232,188
BALANCE ..										NIL
										£ 232,188

\*Delete as necessary.  
† State number. Preferential creditors need not be separately shown if all creditors have been paid in full.  
‡ State nominal value and class of share.

NOTE.—This margin is reserved for binding, and need not be written across

NOTE.—This margin is reserved for binding, and must not be written across

(1) Assets, including NONE  
shown in the Statement of Assets and Liabilities and estimated  
to be of the value of £ NIL have proved to be unrealisable.

(2) State amount paid into the Insolvency Services Account in  
respect of:—

(a) Unclaimed Dividends payable to Creditors  
in the Winding-up .. .. £ NIL

(b) Other unclaimed distributions in the Winding-  
up .. .. £ NIL

(c) Moneys held by the Company in trust in  
respect of Dividends or other sums due before  
the commencement of the Winding-up to  
any person as a member of the Company .. £ NIL

(3) Add here any special remarks the Liquidator thinks desirable:—

Dated this 23 day of MARCH 19 81.

Signature of Liquidator(s) A.R. Spalding

Address ALCAN HOUSE, SOUTH BAR STREET,

FAIRFURY, OXON