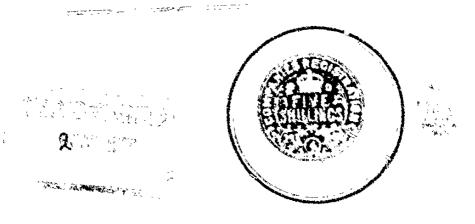
"The Companies Act, 1929."



Declaration of compliance with the requirements of The

Companies Act, 1929, on application for registration of a company

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P.T. 3377, 10/46.

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Telegrams: ["WOODROW," LIVERPOOL.

Telephone: CENtral 2651.

H. T. WOODROW & CO. LTD.,

Cimited Company Registration Agents, Printers, Publishers and Stationers.

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	respect of matters precedent to the registration of the said Company
	and incidental thereto have been complied with. And I make this
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	virtue of the provisions of "The Statutory Declarations Act, 1835."
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A Commissioner for Oaths†

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Number of Certificats 134414

THE STAMP ACT, 1891

(54 & 55 Vict. Cu. 39)



AND FINANCE ACTS 1896 & 1933

COMPANY LIMITED BY SHARES.

ES WEIR

Statement of Nominal Capital

OF

James Lembany

Limited.

Pursuant to Section 112 of the Stamp Act, 1891, Section 12 Finance Act, 1896, and Section 41 Finance Act, 1933

NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100—see last page of this form

This Statement is to be filed with a Memorandum of Association, or other Documents, when a Company is registered.

P.T. 3218. 6/46.

Telegrams—
"WOODROW," LIVERPOOL.

Telephone---CENtral 3631.

H. T. WOODROW & CO., LIMITED,

Company Registration Agents, Printers, Publishers und Stationers.

COOK STREET, LIVERPOOL, 2

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THE COMPANIES ACT, 1929.



CONFANY HAVITHE BY SHARES.

Memorandum of Association

OF

SAINTS & COMPANY

LIMITED

- 1. The name of the Company is "SAINTS & COMPANY LIMITED."
- 2. The registered office of the Company will be situate in England.
- 3. The objects for which the Company is established are :-
 - (A) To acquire and take over as a going concern and carry on the business of Printers and Stationers now carried on by Stanley Weaver at 103 Prescot Street in the City of Liverpool, under the style or firm of "SAINTS & Co.," and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed and is expressed to be made between the said Stanley Weaver of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.

2 Contract

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- (B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of printers, lithographers, die stampers, sien writers, plan giders, poster writers, engravers, publishers, book and print sellers, bookbinders, art journalists, newspaper and magazine proprietors, newsagents, journalists and literature agents, stationers, rope, string and cord makers and dealers, manufacturers and distributors of and dealers in engravings, prints, pictures, drawings and any written, engraved, painted or printed productions, advertising agents, advertisement contractors, designers for advertisements, paper makers, printing and other ink manufacturers and dealers in all kinds of paper and cardboard goods.
- (c) To establish and carry on offices for translating, typewriting, shorthand writing, copying, duplicating and similar work; and to undertake and transact all kinds of agency and business which an ordinary individual may legally undertake.
- (D) To manufacture, buy, sell and deal in all kinds of plant, machinery, apparatus, tools, utensils, products, materials, articles and things necessary or useful for carrying on any of the said businesses or usually dealt in by persons employed therein.
- (E) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

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- (F) To purchase or by other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (G) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and centrol the same or join with others in so doing.

- (H) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (1) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debentures, debentures stock or securities, so received.
- (J) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (K) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (L) To lend and advance money or give credit to such persons, firms, or companies and upon such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (M) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any moneys borrowed, raised, or owing, by

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mortgage, charge, or lien upon the whole or any past of she Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

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

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

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

- 4. The Liability of the Members is Limited.
- 5. The Share Capital of the Company is £3,000 divided into 3,000 Shares of £1 each.

and, 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 Subscribes
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Mexical Hay, 14 Solo St, Liverpool 3 Staley beaves, 103 Present that, topost 7 Martes Printer	

Dated the 24" day of Opril , 19 47

Witness to the above Signatures :--

Albert Cohen 6 Chapel Street hiverpool 3. Tolicitor



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THE COMPANIES ACT, 1929

COMPANY LIMITED BY SHARES

Articles of Association

OF

SAINTS & COMPANY

LIMITED

PRELIMINARY.

- 1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 39, 40, 52, 64, 65, 66, 69, 72, 78, 79, 101, 104 and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.
- 2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid and shall be adopted and carried into effect and no objection shall be taken to the said Agreement, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modifications as aforesaid, and to have assented to all the terms thereof.

- 3. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—
 - (A) The Company shall not offer any of its Shares or Debentures to the public for subscription.
 - (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
 - (c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.
 - 4. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARE CAPITAL AND SHARES.

- 5. The original Share Capital of the Company is £3,000 divided into 3,000 Shares of £1 each.
- 6. Subject to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
- 7. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.
- 8. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.
- 9. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Kolders.

- 10. Any person to whom shares have been afforted and or who holds any shares in the Company intending to transfer such shares or any o' then shall first make offer in writing to the Directors for the Directors to take transfer of such shares at such price per share as shall be mutually agreed between the Directors and the shareholder. The personal representatives executors or trustees of a deceased shareholder as afterward or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a ferroraid or other his personal contact the shareholder as a as aforesaid or other his representatives capable of transferring shares shall within six months after such death occurring make written offer to the Directors for the Directors to take transfer of the shares held by such deceased shareholder at such price per share as shall be mutually agreed between the Directors and the representatives of the deceased shareholder. In default of agreement as aforesaid between the Directors and the shareholder or his representatives as the case may be the price per share shall be determined by the Company's Auditors. The Director or Directors desirous of taking a transfer of such shares shall within eight weeks after the receipt of the offer to take transfer as aforesaid give notice in writing to the person qualified to give effect to the transfer of their election to take such transfer and such transferor shall be bound on payment of the purchase price to transfer the share or shares to the transferee or transferees.
 - 11. If in any case the proposed transferor after having become bound as aforesaid makes default in transferring the said share or shares the Company by any officer thereof shall on tender thereof receive the purchase money and shall thereupon cause the name of the transferee to be entered in the register as the holder of such share or 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 transferee 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.
 - 12. Except as provided for in Articles 10 and 11 hereof the Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS.

13. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and suture, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

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

GENERAL MEETINGS.

- 15. A General Meeting of the Company shall be held once in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened, to be held at any time during the next succeeding month, by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; all other General Meetings shall be called "Extraordinary General Meetings."
- 16. The quorum for the transaction of business at any General Meeting shall be two Members personally present and Clause 45 of Table A shall be modified accordingly.
- 17. The Chairman of any General Meeting shall not be entitled to a second or casting vote whether on a show of hands or on a poli.

VOTES OF MEMBERS.

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

DIRECTORS.

- 19. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two, nor more than four.
- 20. The following persons shall be the Managing Directors of the Company; STANLEY WEAVER and ALEXANDER KAY.

They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 26 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to any Permanent Director.

- 21. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.
- 22. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than One Pound. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.
- 23. The remuneration of the Directors and Managing Directors shall be fixed by the Directors.
- 24. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held and constituted.
- 25. The Chairman of any Meeting of Directors and of any Meeting of Committees appointed by the Directors shall not be entitled to have a second or casting vote at such Meetings and Clauses 81 and 87 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS.

- 26. The office of a Director shall be vacated:-
 - (A) If he become bankrupt or insolvent or compound with his creditors;
 - (B) If he become of unsound mind or be found a lunatic.
 - (c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Acts, 1930-1934, or any statutory provision in lieu or modification thereof;
 - (D) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
 - (E) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;

- (F) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (G) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

27. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or to any. other person or company for any liability or obligation of the Company for which any Director shall be personally responsible whether by way of guarantee or otherwise, or in respect of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

- 28. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the excercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.
- 29. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

NOTICES.

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

WINDING UP...

- 31. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied. First in repaying to the Members the amounts paid up or credited as paid up on the Shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.
- 32. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.
- 33. If the Company shall be wound up, then notwithstanding Articles 31 and 32 hereof the said Stanley Weaver shall have an option for a period of two calendar months from the date of the Resolution authorising such winding up to purchase the articles specified in the Schedule to the agreement mentioned in Article 2 hereof at a price agreed upon by the Directors and in default of agreement at a price to be determined by competent valuers.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

aliquida 1804 y 14 Solo St. Liverpool 3

Hauley beaver, 103 Present Sty Lipost 7. Hacks Prints

Dated the 24 day of april, 1947

Witness to the above Signatures :-

Albert la oken
6 chapel Street
Liverpore 3
Folicitor

BUPLICATE FOR THE PLACE

No.434414



Certificate of Incorporation

I Hereby Certify, That

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this day Incorporated under the Companies Act, 1929, and that the
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May One Thousand Nine Hundred and
Assisted Registrar of Companies.
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