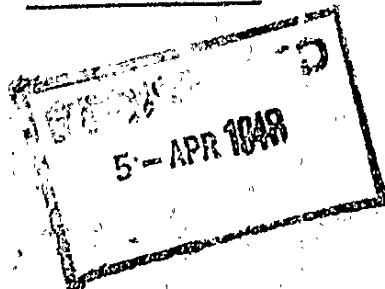


No. of Company 451788/i

G.A. 22. [No. 41.]

The Companies Act, 1929.



A 5/-
Companies
Fee Stamp
to be
expressed
here

Declaration of Compliance

*In the requirements of the Companies Act, 1929, on application for
Registration of a Company, pursuant to Section 15 (2).*

(See footnote overleaf.)

ne of
pany)

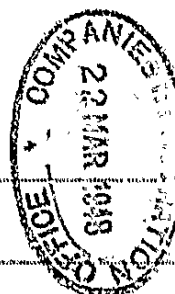
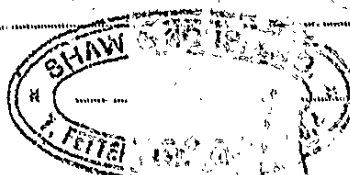
ALBERTON INDUSTRIES LIMITED

**SHAW & SONS
LIMITED,**

Companies' Publishers, Printers, and Stationers,

7, 8 & 9, Fetter Lane, Fleet Street, E.C.4.

resented by



of "Fairview" Thornton-le-moor near Northallerton in the
County of York Electrical Engineer

(a) "A Solicitor of the Supreme Court" (or in Scotland "an Enrolled Law Agent") "engaged in the formation"; or "A person named in the Articles of Association as a Director or Secretary."

Do solemnly and sincerely declare that I am (a) a person named in
the Articles of Association as a Director
of ADDITION INDUSTRIES

22.6.1

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

Declared at Northallerton

the 17th day of February

One thousand nine hundred and forty seven
before me,

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

S. C. W. [Signature]
A Commissioner for Oaths (b)

Note.

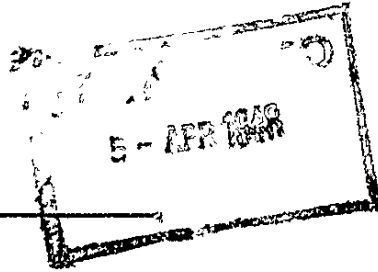
Section 15 of The Companies Act, 1929.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

This margin is reserved for printing of particulars of the company to be registered.

No. of Company

451788/2



Form G.A. 24

ADDERTON INDUSTRIES LIMITED

LIMITED



Statement of the Nominal Capital

made pursuant to Sec. 112, Stamp Act, 1891. (NOTE -The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100—Sec. 41, Finance Act, 1933.)

This Statement is to be filed with the Memorandum of Association when the Company is registered.

SHAW & SONS LTD.,

Companies' Publishers, Printers, and Stationers,

7, 8 & 9, Fetter Lane, Fleet Street, E.C.4.

Presented for registration by



The Nominal Share Capital

of the ALLERTON INDUSTRIES LIMITED

LIMITED

is £1000, divided into 1000 shares of £1. 0. 0.

each.

Signature

W. J. L. Lof.

Description

Director

Date

17 February 1945

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



1.

THE COMPANIES ACT, 1929
COMPANY LIMITED BY SHARE.

MEMORANDUM OF ASSOCIATION

of

ALLERTON INDUSTRIES LIMITED.



1. The name of the Company is "ALLERTON INDUSTRIES LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(1) (a) To carry on business as metal workers, metal spinners, refiners, turners, perforators, polishers and platers, sheet metal workers, metal stampers, die casters, die sinkers, art metal workers, metal welders, oxidisers, bronzers, lacquerers, enamellers, ironfounders, brassfounders, metallurgists, engine, machinery and tool makers and repairers, ironmongers and hardware dealers, manufacturers of and dealers in metal goods of all descriptions, mechanical, electrical and general engineers, blacksmiths, tinmiths, joiners, woodworkers, wood and timber merchants, lead burners, plumbers, coal and coke merchants, proprietors of garages and service stations, and builders' merchants, agricultural engineers, tubular steel constructors, panel beaters, body builders, aeronautical engineers and instructors, civil engineers and builders and contractors.

(b) To carry on business as machinery and metal merchants, marine store dealers, salvage buyers, scrap iron merchants, machinery brokers, auctioneers and valuers, and as manufacturers and importers of, and dealers in farm implements, mechanical appliances and fittings of every description, iron, steel, copper, bronze, aluminium, lead, tin, zinc, antimony, pewter and metal goods of all kinds.

(2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.

SHAW & SONS

9525

- (4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.
- (7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of 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.
- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares, or procuring subscriptions for Shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions or secret processes which may be useful for the Company's objects, and to grant licences to use the same.
- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign

State.

- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm, or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.
- (17) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.
- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 45 of the Companies Act, 1929, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as

directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.

- (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
- (24) To distribute any of the property of the Company among its Members in specie.
- (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000, divided into 1,000 Shares of £1 each.

WE, the several persons whose Names and Addresses 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.	No. of Shares taken by each Subscriber.
<p>Cyril Pollitt, North End, Asmotherley, Northallerton. Sheet Metal Worker.</p>	150.
<p>Peter Daniel Wilson. "Fairview" Thornton-le-Moor. Northallerton ("BLACKLAYER")</p>	150 Shares.
<p>Michael Joseph Wilson. "Fairview" Eleet Engineer. Thornton-le-Moor Northallerton.</p>	150.

Dated this

16

day of February

1940

Witness to the above Signatures:-

Ernest J. Place
Witness
Ernest J. Place

ERNEST. J. PLACE.



4517886/4

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION
of

ALLERTON INDUSTRIES LIMITED.



PRELIMINARY.

1. The following shall be the Articles of the Company. The Regulations in Table A in the First Schedule to the Companies Act, 1929 (hereinafter called "Articles of Table A") are hereby excluded except as and where hereinafter expressly mentioned. In case of any difference or inconsistency between these Articles and the Articles of Table A hereinafter expressly mentioned, the provisions of these Articles shall prevail.

2. The Company is a "Private Company" within the meaning of the Companies Act, 1929, and, for the purpose of complying with the requirements of the said Act, it is hereby agreed and declared as follows:-

- (a) The Company restricts the right to transfer its Shares, both present and future.
- (b) The Company limits the number of its Members (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 that employment and have continued after determination of that employment to be Members of the Company), to fifty, provided that where two or more persons hold one or more Shares in the Company jointly, they shall, for the purposes of this Clause, be treated as a single Member.
- (c) The Company prohibits any invitation to the public to subscribe for any Shares or Debentures, or Debenture Stock of the Company.
- (d) Anything contained in these Articles which is at variance with the above conditions shall be treated as inoperative and void.

INTERPRETATION OF ARTICLES.

3. In these Articles unless the context otherwise requires:-

"Articles" means Articles of Association of the Company as originally framed, or as altered by



Special Resolution.

"Extraordinary Resolution" means an Extraordinary Resolution as defined by Section 117 (1) of the Companies Act, 1929.

"Special Resolution" means a Special Resolution as defined by Section 117 (2) of the Companies Act, 1929.

"Month" means calendar month.

"Writing" includes typewriting, printing, and lithography.

Words importing the singular number include the plural, and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons include Corporations.

Words defined in the Companies Act, 1929, or any amendment thereof shall have the meaning there given.

ALTERATION OF ARTICLES.

4. The Company may from time to time alter or add to any of these Articles by passing and registering a Special Resolution in the manner required by Sections 117 and 118 of the Companies Act, 1929. No Member of the Company shall be bound by any alteration made in the Memorandum or Articles after the date on which he became a Member if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made or in any way increases his liability as at that date to contribute to the Share Capital of or otherwise to pay money to the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

SHARES.

5. Articles 2, 3, 4, 5 and 6 of Table A shall apply.

COMMISSION.

6. The Directors may pay to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions whether absolute or conditional, for any Shares in the Company a commission not exceeding in any case ten per cent. of the price at which such Shares are issued. Such commission may be paid wholly in cash, or wholly in fully paid or partly paid Shares in the Capital of the Company, or partly in cash and as to the remainder in such Shares. The Directors may also pay a brokerage

on the issue of the Company's Shares.

LIEN ON SHARES.

7. Articles 7, 8, 9 and 10 of Table A shall apply, except that in Article 7 of Table A the words "not being a fully paid share" and "other than fully paid shares" shall be omitted.

CALLS ON SHARES.

8. Articles 11 to 16, inclusive, of Table A shall apply.

TRANSFER AND TRANSMISSION OF SHARES.

9. (a) No Shares in the Company shall be transferred to a person not a Member of the Company so long as any Member of the Company may be willing to purchase such Shares at a fair value to be ascertained in accordance with Sub-clause (b) hereof.
- (b) If any Member desires to sell or transfer his Shares or any of them, he shall notify his desire to the Directors by sending them a notice in writing (hereinafter called "a transfer notice") to the effect that he desires to sell or transfer such Shares. The said transfer notice shall specify the number of Shares for sale or transfer, and the sum estimated by the selling Member to be the value of each of such Shares. The receipt by the Directors of the said transfer notice shall constitute an authority to them to offer the Shares for sale at a fair value ascertained as follows, viz.:— The sum so estimated by the selling Member shall, if approved by the Directors, be the fair value, but in the absence of such approval in order to prevent disputes arising, the fair value shall be the Auditors valuation of the current worth of the Company's Shares to be made by him in writing at the request of the Directors.
- (c) When the fair value of the said Shares has been fixed under the provisions of Sub-clause (b) hereof, the Directors shall cause a notice to be sent to the selling Member informing him of the current value of his Shares, and shall also cause a notice to be sent to every other Member of the Company stating the number of Shares for sale and the fair value of such Shares, and shall therein invite each of such Members to give notice in writing within fourteen days whether he is willing to purchase any, and if so what maximum number of such Shares. At the expiration of such fourteen days the Directors shall apportion such Shares amongst those Members (if any, if more than one) who shall have given

notice to purchase the same, and as far as may be pro rata according to the number of Shares already held by them respectively; provided that no Member shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in his answer to the said notice. If the number of Members who have given notice to purchase any of such Shares exceeds the number of Shares to be sold, the Directors shall not apportion more than one of such Shares to any one Member, and shall select as purchasers Members having larger holdings of Shares in the Company in preference to Members having smaller holdings. The Directors shall then inform the selling Member of the names and addresses of the Members who desire to purchase his Shares, and of the number of Shares required by each, and such selling Member shall complete and execute a transfer or transfers to the said purchasing Member or Members, and shall deliver up the transfer or transfers and relative Certificates to the purchasing Member or Members in exchange for the purchase money. When there are several purchasing Members, the selling Member shall deliver his Share Certificates and Transfers to the Company and the Secretary shall retain the Share Certificates and shall certify on the Transfers that the relative Share Certificates for the selling Member's Shares have been duly lodged in the office of the Company.

- (d) If the Directors shall be unable within one month after receipt of the transfer notice to find a purchaser for all or any of the Shares among the Members of the Company, the selling Member may sell such Shares as remain unsold to any person, though not a Member of the Company, and at any price, but subject to the right of the Directors (without assigning any reason) to refuse registration of the transfer when the proposed transferee is a person of whom they do not approve, or where the Shares comprised in the transfer are Shares on which the Company has a lien.
- (e) A transfer notice given under this Article shall not be revocable except with the consent of the Directors in writing.

FORM AND EFFECT OF TRANSFER.

10. Articles 17 to 22, inclusive, of Table A shall apply, except that in Article 19 of Table A the words "not being fully paid Shares" shall be omitted.

11. Without prejudice to the power of the Company to register as Shareholder or Debenture holder any person to whom the right to any Shares in or Debentures of the Company has been transmitted by operation of law, no

transfer of Shares in or Debentures of the Company shall be registered unless and until a proper instrument of transfer has been delivered to the Company.

FORFEITURE OF SHARES.

12. Articles 23 to 29, inclusive, of Table A shall apply.

ALTERATION OF CAPITAL.

13. Articles 34 to 38, inclusive, of Table A shall apply.

GENERAL MEETINGS.

14. Articles 39, 40 and 41 of Table A shall apply, except that in Article 39 thereof the words "prescribed by the Company in General Meeting" shall be omitted and the words "determined by the Directors" shall be inserted and substituted therefor.

NOTICE OF GENERAL MEETINGS.

15. Articles 42 and 43 of Table A shall apply.

PROCEEDINGS AT GENERAL MEETINGS.

16. 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 in Article 46 of Table A is otherwise provided two Members personally present and holding or representing by proxy not less than one-twentieth of the issued Share Capital of the Company, shall be a quorum.

17. Articles 44, 46, 47, 48, 49, 51, 52 and 53, of Table A shall also apply.

RESOLUTIONS AT GENERAL MEETINGS.

18. 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 result of the show of hands) demanded, and, 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, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that Resolution.

DEMAND OF A POLL.

19. Any one or more Members present in person or by proxy entitled to vote and holding or representing by proxy not less than fifteen per cent. of the paid up Capital of the Company, shall be entitled to demand a poll.

VOTES OF MEMBERS.

20. (a) Articles 54 to 62, inclusive, of Table A shall apply, except that in Article 59 of Table A the words "A proxy need not be a Member of the Company" shall be omitted.

(b) No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the Meeting at which he acts as proxy, or he has been appointed to act at that Meeting as proxy for a corporation.

CORPORATIONS ACTING BY REPRESENTATIVES.

21. Article 63 of Table A shall apply.

DIRECTORS.

22. (a) The number of the Directors of the Company shall not be more than 4 but need not exceed one.

(b) The first Directors of the Company shall be Michael Joseph Wilson, Cyril Pollitt and Peter Daniel Wilson.

DIRECTORS QUALIFICATION AND REMUNERATION.

23. (a) The qualification of a Director shall be the holding of at least 150 Shares in the Company. A Director may act before acquiring his qualification but it shall be his duty to acquire his said qualification within two calendar months after his appointment.

(b) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be treated as accruing from day to day.

(c) The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings, and otherwise in the execution of their duties.

POWERS AND DUTIES OF DIRECTORS.

24. Articles 67, 68 and 70 of Table A shall apply, unless herein otherwise expressly provided.

BORROWING BY DIRECTORS.

25. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the

purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property and assets of the Company both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other Securities charged upon the said property and assets of the Company. Provided that no invitation shall be issued to the public to subscribe for any such Debentures or Debenture Stock of the Company.

THE SEAL.

26. The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors and in the presence of at least one Director and of the Secretary or such other person as the Directors may appoint for the purpose; and that Director and the Secretary or such other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

DISQUALIFICATIONS OF DIRECTORS.

27. The office of Director shall be vacated if the Director:-

- (a) Ceases to hold the necessary qualification in Shares or does not obtain the same within two calendar months after his appointment; or
- (b) Becomes bankrupt, insolvent or compounds with his creditors; or
- (c) Becomes prohibited from being a Director by reason of any order made under Sections 217 and 275 of the Companies Act, 1929.
- (d) Is found lunatic or becomes of unsound mind; or
- (e) Gives to the Directors one calendar month's notice in writing that he resigns his office, in which event his office shall be vacated at the expiration of such calendar month.

28. A Director may hold any other office or place of profit under the Company except that of Auditor upon such terms and conditions as the Board of Directors in their absolute discretion may deem advantageous to the Company.

29. Subject as hereinafter mentioned a Director may be interested in, concerned in, or may participate in the profits of any contract or arrangement with the Company (without being accountable to the Company for profits derived by him under any such contract or arrangement) provided always that, immediately upon becoming so interested, concerned or entitled so to participate, such Director shall declare the nature of his

interest at a Meeting of the Directors of the Company. In the case of a proposed contract or arrangement the declaration required by this Article to be made by a Director shall be made at the Meeting of the Directors at which the question of entering into such contract or arrangement is first taken into consideration, or if the Director was not at the date of that Meeting interested in the proposed contract or arrangement, at the next Meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first Meeting of the Directors held after the Director becomes so interested.

ROTATION OF DIRECTORS.

30. Articles 73 to 80, inclusive, of Table A shall apply, unless herein otherwise expressly provided.

PROCEEDINGS BY DIRECTORS.

31. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

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

33. Articles 81, and 83 to 88, inclusive, of Table A shall also apply.

DIVIDENDS AND RESERVE.

34. Articles 89 to 96, inclusive, of Table A shall apply.

ACCOUNTS.

35. Articles 97 to 100, inclusive, of Table A shall apply.

36. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors Report shall not less than seven days before the date of the Meeting be kept at the Registered Office of the Company or

inspection by Members, but unless so directed by the Board of Directors, copies of the same shall not be circulated among the Members.

AUDIT.

37. Auditors shall be appointed and their duties regulated in accordance with the provisions of Sections 132, 133 and 134 of the Companies Act, 1929, or any statutory modification thereof for the time being in force.

NOTICES.

38. Articles 103, 105, 106 and 107 of Table A shall apply.

39. The accidental omission to give notice to or the non-receipt of any such notice by any of the Members of the Company shall not invalidate the proceedings of any General Meeting.

40. 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 have a notice served on him.

WINDING UP.

41. On a winding up of the Company any assets remaining after payment or satisfaction of outside debts and liabilities of the Company, and the costs of winding up, shall be applied (1) in paying back to the Members of the Company the amount of their paid up Capital in the order (if any) prescribed by the Company's Memorandum and Articles and (2) subject thereto shall be distributed among the Members in proportion to the nominal amount of the Capital held by them respectively. If the assets shall be insufficient to repay the paid up Capital in full the loss shall be borne by the Members in proportion to the nominal Capital held by them respectively.

42. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the Liquidator with the like sanction, shall think fit. Provided that no contributory shall be compelled to accept any Share which is not fully paid up.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Cyril Pollitt, North End, Asmotherley, Northallerton.
Sheet metal worker.

Peter Daniel Wilson. Fawcett Thornton-le-Moor. Northallerton.
(BRICKLAYER) ~~Store~~.

Michael Joseph Hilton. - "Fawcett" Eleet. Engineer
Thornton-le-Moor.
Northallerton.

Dated this 16 day of February 1940

Witness to the above Signatures:-

Henry [unclear]
W. [unclear]
Northallerton

DUPLICATE FOR THE FILE

No. 451788



Certificate of Incorporation

I Hereby Certify, That

ALLERTON INDUSTRIES LIMITED

is this day Incorporated under the Companies Acts, 1929 and 1947, and that the Company is Limited.

Given under my hand at London this Fifth day of April One Thousand Nine Hundred and Forty-eight.

J. G. Brown
Registrar of Companies.

Certificate received by

Williams for Chimes Snow & Lons Ltd.

Date 5th April 1948

No. of
Company } 451788

19
THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.



Special Resolution

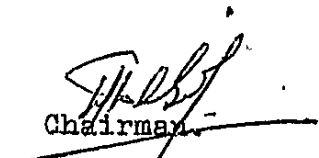
of

ALLERTON INDUSTRIES LIMITED

Passed the 6th day of November 1961

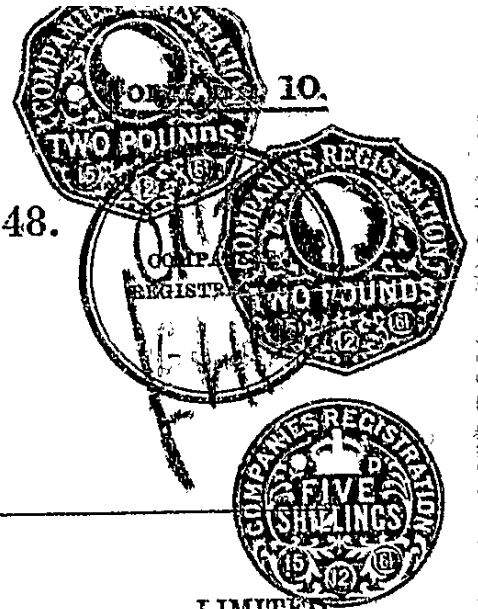
AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above Company, duly convened and held at The Company's Registered Office, Romanby Road, Northallerton, on the 6th day of November, 1961, the following SPECIAL RESOLUTION was duly passed :-

170 THAT the Share Capital of the Company be increased from £10,000 to £19,000 divided into 9,000 Shares of £1 each.


Chairman

No of Certificate 451788 20

THE COMPANIES ACT, 1948.



ALLERTON INDUSTRIES

LIMITED.

Notice of Increase in the Nominal Capital

made pursuant to s. 63 of the Companies Act, 1948.

This Notice must be filed together with the Statement of Increase (Form No. 26) and a printed copy of the Resolution authorising the increase of Capital within 15 days after passing the Resolution.

Presented for registration by

Company Dept.
Shaw & Blake Ltd.
8, Bell Yard, W.C.2.

TELEPHONE: HOLBORN 3856 (3 lines).

TELEGRAMS: "DUNTERTYPE, ESTRAND, LONDON."

SHAW & BLAKE, LIMITED,
Company Registration Agents, Printers & Stationers,
8, Bell Yard, Temple Bar, London, W.C. 2

e1467 &

Notice of Increase in the Nominal Capital

OF

ALLERTON INDUSTRIES

Limited.

To THE REGISTRAR OF COMPANIES.

The above-named Company hereby gives you notice, pursuant to Section 63 of The Companies Act, 1948, that by (a) an Extraordinary Resolution of the Company dated the 6th day of NOVEMBER 1961, the Nominal Capital of the Company has been increased by the addition thereto of the sum of £ 8,000, beyond the Registered Capital of £ 450,000.

The additional Capital is divided as follows:—

Number of Shares	Class of Share (b).	Nominal Amount of each Share.
8,000	Ordinary	£1

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

The new Shares shall rank "pari passu" in every respect with the Shares in the Original Share Capital of the Company.

Signature MDW

Description Director

State whether Director or Manager or Secretary of the Company.

Dated the 11th day

of December 1961.

- (a) Insert "an Ordinary," "an Extraordinary," or "a Special," as the case may be.
(b) If any of the new Shares are Preference Shares state whether they are redeemable or not.
(c) These details must always be set out.
If such is the case, the following information will suffice:
"The new Shares shall rank 'pari passu' in every respect with the Shares in the original Share Capital of the Company."

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

101
ALLERTON INDUSTRIES



LIMITED.



Statement of Increase of the Nominal Capital

made pursuant to s. 112 of the Stamp Act, 1891, s. 5 of the Revenue Act, 1903,
and the Finance Act, 1933. (Note.—The Stamp Duty to be impressed above
is Ten Shillings for every £100 or fraction of £100 of the Increase).

This Statement must be filed together with the Notice of Increase (Form
No. 10) and a printed copy of the Resolution authorising the increase of Capital
within 15 days after the passing of the Resolution.

Presented for registration by

Company Dept.
Shaw & Blake Ltd.
8, Bell Yard, W.C.2.

Telephone : Holborn 3855 (3 lines).

Telegrams : "Duntertype, Estrand, London."

SHAW & BLAKE, LIMITED,
Company Registration Agents, Printers & Stationers,
8, Bell Yard, Temple Bar, London, W.C.2.

21468

THE NOMINAL CAPITAL

OF

ALLERTON INDUSTRIES

LIMITED,

has by a Resolution of the Company dated 6th November, 1961 been increased

by the addition thereto of the sum of £ 8,000 divided into

8,000 shares of £ 1 each beyond the Registered

Capital of £ 450,000

To be signed by
an officer
of the Company

Signature M J W.

Description Director

Dated the 11th day of December, 1961.

COMPANY LIMITED BY SHARES.

Special Resolution

OF

ALLERTON INDUSTRIES LIMITED

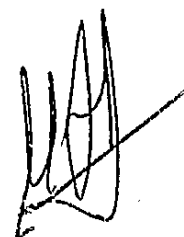
PASSED the 12th day of February, 1970

AT an EXTRAORDINARY GENERAL MEETING of the members of the above-named Company, duly convened and held on Thursday the 12th February, 1970 at the Company's Registered Office, Romanby Road, Northallerton, Yorkshire the following resolution was passed as a SPECIAL RESOLUTION :-

RESOLUTION

"THAT the share capital of the Company be increased from £9,000 to £34,000 divided into 34,000 shares of £1 each."


Chairman.



Number of } 451788.
Company }

THE COMPANIES ACTS 1948 to 1967

NOTICE OF INCREASE IN NOMINAL CAPITAL

Pursuant to section 63 of the Companies Act 1948

(A separate STATEMENT OF INCREASE may not be required with this form; please see overleaf)

To the REGISTRAR OF COMPANIES

ALLERTON INDUSTRIES.

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by a * "Special" Resolution of the Company dated the 12th day of February, 1970, the nominal capital of the Company has been increased by the addition thereto of the sum of £ 25,000 beyond the registered capital of £2,000

The additional capital is divided as follows :—

Number of Shares
25,000

Class of Share
Ordinary

Nominal amount
of each share
£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 :—

* * If any of the new shares are Preference Shares state whether they are redeemable or not. If the space below is insufficient the conditions should be set out separately by way of annexure.

The new shares rank equally in all respects with the existing shares.

Signature.....

State whether Director } Director.
or Secretary }

Dated the 17th day of February, 1970.

Presented by

Jewitt, Sparrow & Swinbank,

Chartered Accountants,

Old Bank House,
189A High Street,

Presenter's Reference DGG/ACM

Form No. 10

107 5/7
er of 451788
my

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

OF

ALLERTON INDUSTRIES

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section
the Finance Act, 1899, by Section 39 of the Finance Act, 1920; and
Section 41 of the Finance Act, 1933.

*NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for
every £100 or fraction of £100.*

This Statement is to be filed with the Notice of Increase which must be filed
pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within
15 days after the passing of the Resolution by which the Capital is increased
interest on the duty at the rate of 5 per cent. per annum from the date of the
passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

Document Filer's Reference.....DGG/MCM.....

Jewitt, Sparrow & Swinbank,

Chartered Accountants,

Old Bank House, 189A High Street,
NORTHALLERTON.

Form No. 26a

The Solicitors' Law Stationery Society, Limited.
21-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

ALLERTON INDUSTRIES

Limited

has by a Resolution of the Company dated

12th February, 1970 been increased by

the addition thereto of the sum of £25,000,

divided into :—

25,000 Shares of £1 each

Shares of each

beyond the registered Capital of £9,000

Signature



(State whether Director or Secretary) Director.

Dated the 17th day of February, 1970.

Note—This margin is reserved for binding and must not be written across

No. 451788/45

The Companies Act 1929

COMPANY LIMITED BY SHARES

Memorandum

AND

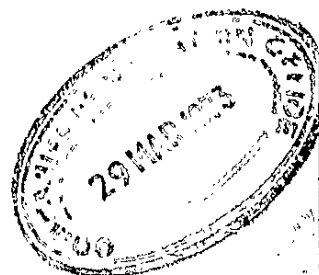
Articles of Association

OF

ALLERTON INDUSTRIES LIMITED ✓

Incorporated the 5th day of April 1948

OVER SERVICES LIMITED ERNEST J. PLACE,
COMPANY SECRETARY Solicitor,
OYE LIMITED 1948 15 Northallerton,
23/10/48 Yorks.
10/11/48



No. 451788



Certificate of Incorporation

I HEREBY CERTIFY that ALLERTON INDUSTRIES
LIMITED is this day Incorporated under the Companies Act
1929 and 1947 and that the Company is LIMITED.

GIVEN under my hand at London this fifth day of April
One thousand nine hundred and forty eight.

J. COWEN

Registrar of Companies.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

ALLERTON INDUSTRIES LIMITED

-
1. The name of the Company is "ALLERTON INDUSTRIES LIMITED".
 2. The Registered Office of the Company will be situate in England.
 3. The objects for which the Company is established are :-
 - (1) (a) To carry on business as metal workers, metal spinners, refiners, turners, perforators, polishers and platers, sheet metal workers, metal stampers, die casters, die sinkers, art metal workers, metal welders, oxidisers, bronzers, lacquerers, enamel-ers, ironfounders, brassfounders, metallurgists, engine, machinery and tool makers and repairers, ironmongers and hardware dealers, manufacturers of and dealers in metal goods of all descriptions, mechanical, electrical and general engineers, black-smiths, tinsmiths, joiners, woodworkers, wood and timber merchants, lead burners, plumbers, coal and coke merchants, proprietors of garages and service stations, and builders' merchants, agricultural engineers, tubular steel constructors, panel beaters, body builders, aeronautical engineers and instructors, civil engineers and builders and contractors.
 - (b) To carry on business as machinery and metal merchants, marine store dealers, salvage buyers, scrap iron merchants, machinery brokers, auction-eers and valuers, and as manufacturers and importers of, and dealers in farm implements, mechanical appliances and fittings of every description, iron, steel, copper, bronze, aluminium, lead, tin, zinc,

antimony, pewter and metal goods of all kinds.

- (2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock-in-trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.
- (4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.
- (7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of 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.
- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares, or procuring subscriptions for Shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire

any trade marks, designs, patterns, patents, patent rights, inventions or secret processes which may be useful for the Company's objects, and to grant licences to use the same.

- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.
- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm, or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.
- (17) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.
- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 45 of the Companies Act, 1929, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the

performance of contracts by such persons, firms or companies.

- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.
- (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
- (24) To distribute any of the property of the Company among its Members in specie.
- (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000, divided into 1,000 Shares of £1 each.

NOTE:- By Special Resolution passed 6th November, 1961, the Share Capital of the Company was increased from £1,000 to £9,000, divided into 1,000 Shares of £1 each. On 12th February, 1970, the Share Capital was further increased to £34,000 by the creation of 25,000 Shares of £1 each to rank pari passu with existing shares.

performance of contracts by such persons, firms or companies.

- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.
 - (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
 - (24) To distribute any of the property of the Company among its Members in specie.
 - (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Members is limited.
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NOTE:- By Special Resolution passed 6th November, 1961, the Share Capital of the Company was increased from £1,000 to £9,000, divided into 1,000 Shares of £1 each. On 12th February, 1970, the Share Capital was further increased to £35,000 by the creation of 25,000 Shares of £1 each to rank pari passu with existing shares.

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.
CYRIL POLITT, North End, Osmotherley, Northallerton. Sheet Metal Worker.	1
PETER DANIEL WILSON, Fairview, Thornton-le-Moor, Northallerton. (Bricklayer.)	1
MICHAEL JOSEPH WILSON, "Fairview", Thornton-le-Moor, Northallerton. Elect. Engineer.	1

DATED this 16 day of February, 1948.

WITNESS to the above Signatures :-

ERNEST J. PLACE,
Solicitor,
Northallerton.

COMPANY LIMITED BY SHARES

Articles of Association

OF

ALBERTON INDUSTRIES LIMITED

PRELIMINARY

1. The following shall be the Articles of the Company. The Regulations in Table A in the First Schedule to the Companies Act, 1929 (hereinafter called "Articles of Table A") are hereby excluded except as and where hereinafter expressly mentioned. In case of any difference or inconsistency between these Articles and the Articles of Table A hereinafter expressly mentioned, the provisions of these Articles shall prevail.

2. The Company is a "Private Company" within the meaning of the Companies Act, 1929, and, for the purpose of complying with the requirements of the said Act, it is hereby agreed and declared as follows :-

- (a) The Company restricts the right to transfer its Shares, both present and future.
- (b) The Company limits the number of its Members (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 that employment and have continued after determination of that employment to be Members of the Company), to fifty, provided that where two or more persons hold one or more Shares in the Company jointly, they shall, for the purposes of this Clause, be treated as a single Member.
- (c) The Company prohibits any invitation to the public to subscribe for any Shares or Debentures, or Debenture Stock of the Company.

- (d) Anything contained in these Articles which is at variance with the above conditions shall be treated as inoperative and void.

INTERPRETATION OF ARTICLES

3. In these Articles unless the context otherwise requires :-

"Articles" means Articles of Association of the Company as originally framed, or as altered by Special Resolution.

"Extraordinary Resolution" means an Extraordinary Resolution as defined by Section 117 (1) of the Companies Act, 1929.

"Special Resolution" means a Special Resolution as defined by Section 117 (2) of the Companies Act, 1929.

"Month" means calendar month.

"Writing" includes typewriting, printing and lithography.

Words importing the singular number include the plural, and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons include Corporations.

Words defined in the Companies Act, 1929, or any amendment thereof shall have the meaning there given.

ALTERATION OF ARTICLES

4. The Company may from time to time alter or add to any of these Articles by passing and registering a Special Resolution in the manner required by Sections 117 and 118 of the Companies Act, 1929. No Member of the Company shall be bound by any alteration made in the Memorandum or Articles after the date on which he became a Member if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made or in any way increases his liability as at that date to contribute to the Share Capital of or otherwise to pay money to the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

SHARES

5. Articles 2, 3, 4, 5 and 6 of Table A shall apply.

COMMISSION

6. The Directors may pay to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions whether absolute or conditional, for any Shares in the Company a commission not exceeding in any case ten per cent. of the price at which such Shares are issued. Such commission may be paid wholly in cash, or wholly in fully paid or partly paid Shares in the Capital of the Company, or partly in cash and as to the remainder in such Shares. The Directors may also pay a brokerage on the issue of the Company's Shares.

LIEN ON SHARES

7. Articles 7, 8, 9 and 10 of Table A shall apply, except that in Article 7 of Table A the words "not being a fully paid share" and "other than fully paid shares" shall be omitted.

CALLS ON SHARES

8. Articles 11 to 16, inclusive, of Table A shall apply.

TRANSFER AND TRANSMISSION OF SHARES

9. (a) No Shares in the Company shall be transferred to a person not a Member of the Company so long as any Member of the Company may be willing to purchase such Shares at a fair value to be ascertained in accordance with Sub-clause (b) hereof.
- (b) If any Member desires to sell or transfer his Shares or any of them, he shall notify his desire to the Directors by sending them a notice in writing (hereinafter called "a transfer notice") to the effect that he desires to sell or transfer such Shares. The said transfer notice shall specify the number of Shares for sale or transfer, and the sum estimated by the selling Member to be the value of each of such Shares. The receipt by the Directors of the said transfer notice shall constitute an authority to them to offer the Shares for sale at a fair value ascertained as follows, viz :- The sum so estimated by the selling Member shall, if approved by the Directors, be the fair value, but in the absence of such approval in order to prevent disputes arising, the fair value shall be the Auditors valuation of the current worth of the Company's Shares to be made by him in writing at the request of the Directors.
- (c) When the fair value of the said Shares has been fixed under the provisions of Sub-clause (b) hereof, the Directors shall cause a notice to be sent to the selling Member informing

him of the current value of his Shares, and shall also cause a notice to be sent to every other Member of the Company stating the number of Shares for sale and the fair value of such Shares, and shall therein invite each of such Members to give notice in writing within fourteen days whether he is willing to purchase any, and if so what maximum number of such Shares. At the expiration of such fourteen days the Directors shall apportion such Shares amongst those Members (if any, if more than one) who shall have given notice to purchase the same, and as far as may be pro rata according to the number of Shares already held by them respectively; provided that no Member shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in his answer to the said notice. If the number of Members who have given notice to purchase any of such Shares exceeds the number of Shares to be sold, the Directors shall not apportion more than one of such Shares to any one Member, and shall select as purchasers Members having larger holdings of Shares in the Company in preference to Members having smaller holdings. The Directors shall then inform the selling Member of the names and addresses of the Members who desire to purchase his Shares, and of the number of Shares required by each, and such selling Member shall complete and execute a transfer or transfers to the said purchasing Member or Members, and shall deliver up the transfer or transfers and relative Certificates to the purchasing Member or Members in exchange for the purchase money. When there are several purchasing Members, the selling Member shall deliver his Share Certificates and Transfers to the Company and the Secretary shall retain the Share Certificates and shall certify on the Transfers that the relative Share Certificates for the selling Member's Shares have been duly lodged in the office of the Company.

- (d) If the Directors shall be unable within one month after receipt of the transfer notice to find a purchaser for all or any of the Shares among the Members of the Company, the selling Member may sell such Shares as remain unsold to any person, though not a Member of the Company, and at any price, but subject to the right of the Directors (without assigning any reason) to refuse registration of the transfer when the proposed transferee is a person of whom they do not approve, or where the Shares comprised in the transfer are Shares on which the Company has a lien.
- (e) A transfer notice given under this Article shall not be revocable except with the consent of the Directors in writing.

FORM AND EFFECT OF TRANSFER

- 10. Articles 17 to 22, inclusive, of Table A shall apply, except that

in Article 19 of Table A the words "not being fully paid Shares" shall be omitted.

11. Without prejudice to the power of the Company to register as Shareholder or Debenture holder any person to whom the right to any Shares in or Debentures of the Company has been transmitted by operation of law, no transfer of Shares in or Debentures of the Company shall be registered unless and until a proper instrument of transfer has been delivered to the Company.

FORFEITURE OF SHARES

12. Articles 23 to 29, inclusive, of Table A shall apply.

ALTERATION OF CAPITAL

13. Articles 34 to 38, inclusive, of Table A shall apply.

GENERAL MEETINGS

14. Articles 39, 40 and 41 of Table A shall apply, except that in Article 39 thereof the words "prescribed by the Company in General Meeting" shall be omitted and the words "determined by the Directors" shall be inserted and substituted therefor.

NOTICE OF GENERAL MEETINGS

15. Articles 42 and 43 of Table A shall apply.

PROCEEDINGS AT GENERAL MEETINGS

16. 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 in Article 46 of Table A is otherwise provided two Members personally present and holding or representing by proxy not less than one-twentieth of the issued Share Capital of the Company, shall be a quorum.

17. Articles 44, 46, 47, 48, 49, 51, 52 and 53, of Table A shall also apply.

RESOLUTIONS AT GENERAL MEETINGS

18. 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 result of the show of hands) demanded, and, 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, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that Resolution.

DEMAND OF A POLL

19. Any one or more Members present in person or by proxy entitled to vote and holding or representing by proxy not less than fifteen per cent. of the paid up Capital of the Company, shall be entitled to demand a poll.

VOTES OF MEMBERS

20. (a) Articles 54 to 62, inclusive, of Table A shall apply, except that in Article 59 of Table A the words "A proxy need not be a Member of the Company" shall be omitted.

(b) No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the Meeting at which he acts as proxy, or he has been appointed to act at that Meeting as proxy for a corporation.

CORPORATIONS ACTING BY REPRESENTATIVES

21. Article 63 of Table A shall apply.

DIRECTORS

22. (a) The number of the Directors of the Company shall not be more than four but need not exceed one.

(b) The first Directors of the Company shall be Michael Joseph Wilson, Cyril Pollitt and Peter Daniel Wilson.

DIRECTORS QUALIFICATION AND REMUNERATION

23. (a) The qualification of a Director shall be the holding of at least 150 Shares in the Company. A Director may act before acquiring his qualification but it shall be his duty to acquire his said qualification within two calendar months after his appointment.

(b) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be treated as accruing from day to day.

(c) The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings, and otherwise in the execution of their duties.

POWERS AND DUTIES OF DIRECTORS

24. Articles 67, 68 and 70 of Table A shall apply, unless herein otherwise expressly provided.

BORROWING BY DIRECTORS

25. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property and assets of the Company both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other Securities charged upon the said property and assets of the Company. Provided that no invitation shall be issued to the public to subscribe for any such Debentures or Debenture Stock of the Company.

THE SEAL

26. The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors and in the presence of at least one Director and of the Secretary or such other person as the Directors may appoint for the purpose; and that Director and the Secretary or such other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

DISQUALIFICATIONS OF DIRECTORS

27. The office of a Director shall be vacated if the Director :-

- (a) Ceases to hold the necessary qualification in Shares or does not obtain the same within two calendar months after his appointment; or
- (b) Becomes bankrupt, insolvent or compounds with his creditors; or
- (c) Becomes prohibited from being a Director by reason of any order made under Sections 217 and 275 of the Companies Act, 1929.
- (d) Is found lunatic or becomes of unsound mind; or
- (e) Gives to the Directors one calendar month's notice in writing that he resigns his office, in which event his office shall be vacated at the expiration of such calendar month.

28. A Director may hold any other office or place of profit under the Company except that of Auditor upon such terms and conditions as the

Board of Directors in their absolute discretion may deem advantageous to the Company.

29. Subject as hereinafter mentioned a Director may be interested in, concerned in, or may participate in the profits of any contract or arrangement with the Company (without being accountable to the Company for profits derived by him under any such contract or arrangement) provided always that, immediately upon becoming so interested, concerned or entitled so to participate, such Director shall declare the nature of his interest at a Meeting of the Directors of the Company. In the case of a proposed contract or arrangement the declaration required by this Article to be made by a Director shall be made at the Meeting of the Directors at which the question of entering into such contract or arrangement is first taken into consideration, or if the Director was not at the date of that Meeting interested in the proposed contract or arrangement, at the next Meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first Meeting of the Directors held after the Director becomes so interested.

ROTATION OF DIRECTORS

30. Articles 73 to 80, inclusive, of Table A shall apply, unless herein otherwise expressly provided.

PROCEEDINGS BY DIRECTORS

31. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

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

33. Articles 81, and 83 to 88, inclusive, of Table A shall also apply.

DIVIDENDS AND RESERVE

34. Articles 89 to 96 inclusive, of Table A shall apply.

ACCOUNTS

35. Articles 97 to 100, inclusive, of Table A shall apply.

36. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors Report shall not less than seven days before the date of the Meeting be kept at the

Registered Office of the Company for inspection by Members, but unless so directed by the Board of Directors, copies of the same shall not be circulated among the Members.

AUDIT

37. Auditors shall be appointed and their duties regulated in accordance with the provisions of Sections 132, 133 and 134 of the Companies Act, 1929, or any statutory modification thereof for the time being in force.

NOTICES

38. Articles 103, 105, 106 and 107 of Table A shall apply.

39. The accidental omission to give notice to or the non-receipt of any such notice by any of the Members of the Company shall not invalidate the proceedings of any General Meeting.

40. 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 have a notice served on him.

WINDING UP

41. On a winding up of the Company any assets remaining after payment or satisfaction of outside debts and liabilities of the Company, and the costs of winding up, shall be applied (1) in paying back to the Members of the Company the amount of their paid up Capital in the order (if any) prescribed by the Company's Memorandum and Articles and (2) subject thereto shall be distributed among the Members in proportion to the nominal amount of the Capital held by them respectively. If the assets shall be insufficient to repay the paid up Capital in full the loss shall be borne by the Members in proportion to the nominal Capital held by them respectively.

42. If the Company shall be wound up, whether voluntary or otherwise, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the Liquidator with the like sanction, shall think fit. Provided that no contributory shall be compelled to accept any Share which is not fully paid up.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

CYRIL POLLITT,
North End,
Osmotherley,
Northallerton.
Sheet Metal Worker.

PETER DANIEL WILSON,
Fairview,
Thornton-le-Moor,
Northallerton.
(Bricklayer.)

MICHAEL JOSEPH WILSON,
"Fairview",
Thornton-le-Moor,
Northallerton.
Elect. Engineer.

DATED this 16 day of February, 1948.

WITNESS to the above Signatures:-

ERNEST J. PLACE,
Solicitor,
Northallerton.

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10/11

The Companies Acts 1948 - 1980

COMPANY LIMITED BY SHARES

ORDINARY AND SPECIAL RESOLUTIONS

of

ALLERTON INDUSTRIES LIMITED

At a meeting of the Shareholders in the above Company duly convened and held on the Seventeenth day of October 1980 the following Resolutions were duly passed as ORDINARY AND SPECIAL RESOLUTIONS:-

ORDINARY RESOLUTION

That the authorised capital of the Company be increased from £34,000 to £61,816 by the creation of a further 27,816 Ordinary Shares of £1 each to rank pari passu in all respects with the existing Ordinary Shares in the Company.

SPECIAL RESOLUTION

That the Articles of Association of the Company be amended by the substitution therefor of the new Articles of Association a copy of which is annexed hereto.

C. Perlt

CHAIRMAN



2000-00-00

- (i) The holders of the Loan Stock may by Direction made within the period specified in Clause (2) of this Article require the Company to convert the Loan Stock in accordance with the provisions of the said Clause (2);
- (ii) Any of the Loan Stock not previously repaid or converted as herein provided shall be repaid on the 1st January 1986 at par together with a sum equal to any arrears or deficiency of the interest thereon to be calculated down to the date of such repayment

(2) AS REGARDS CONVERSION

- (a) Subject as otherwise provided in this Article at any time on or before 1st January 1986 the holders of the Loan Stock may by Direction require the Company to allot credited as fully paid up at their par value Ordinary Share Capital of the Company in accordance with sub paragraph (c) below as at a date four weeks after the date of the Direction (hereinafter called "the Conversion Date") in exchange for and in satisfaction of such amount of such Loan Stock then in issue (being Loan Stock in respect of which the right given by this Article (hereinafter called "a Conversion Right") has not previously been exercised and which has not previously been repaid) as may be so convertible in accordance with the provisions of sub paragraph (g) below (hereinafter called "the Appropriate Amount")
- (b) Each holder of the Loan Stock shall be bound to deliver to the Company certificates for the proportion of the Appropriate Amount of Loan Stock comprised in his holding. A Direction given under this paragraph (2) shall not be withdrawn without the consent in writing of the Company
- (c) Subject to receipt of the relative certificates for the Appropriate Amount of Loan Stock as aforesaid the Company will not later than 14 days after the Conversion Date allot and issue as at the Conversion Date to each of the holders of the Loan Stock the nominal amount of Ordinary Share Capital of the Company credited as fully paid to which he shall be entitled by virtue of the exercise of the Conversion Right and such allotment and issue shall (subject to Paragraph (d) below) be in full satisfaction and discharge of the monies arising upon such conversion
- (d) The Company shall not later than the expiration of 28 days next following the Conversion Date send free of charge to each holder of Loan Stock in respect of which the Conversion Right has been exercised a certificate for the Ordinary Share Capital arising on conversion and shall also within such period send free of charge to such holder or as he may request
 - (i) a certificate in respect of that part of his holding of Loan Stock in respect of which the Conversion Right has been exercised and to which accordingly Conversion Rights no longer attach
 - (ii) if appropriate a cheque in respect of any entitlement to a fraction of an Ordinary share; and
 - (iii) a cheque in respect of any arrears or deficiency of the interest on the Loan Stock in respect of which the Conversion Right has been exercised calculated down to the Conversion Date

- (e) All Ordinary Share Capital issued in respect of the redemption and conversion of Loan Stock shall be credited as fully paid and shall carry the right to receive all dividends and other distributions declared paid or made upon the Ordinary Share Capital of the Company after the Conversion Date in respect of the financial period of the Company in which the Conversion Date falls but not in respect of any earlier period
- (f) The Conversion Price per Ordinary Share of £1 shall be £1
- (g) The Appropriate Amount of the Loan Stock shall be such amount thereof as will upon conversion give rise to the issue at the Conversion Price of Ordinary Share Capital having a nominal value which when aggregated with:
 - (i) the nominal value of any ordinary share capital registered at the date of issue of the Loan Stock in the name of any person to whom the Loan Stock is so issued (hereinafter called "the Basic Ordinary Entitlement") and
 - (ii) the nominal value of any ordinary share capital issued by way of capitalisation or rights (including any such ordinary share capital the right to which was not taken up or was renounced by the holder(s) for the time being of the Loan Stock) and
 - (iii) the nominal value of any ordinary share capital issued by way of capitalisation or offered by way of rights directly or indirectly in respect of any ordinary share capital falling within (ii) above

would equal or as nearly as possible equal but not exceed 45% of the issued ordinary share capital of the Company as increased following the conversion of the Loan Stock and so in proportion for each holders holding of Loan Stock

- (h) If whilst the Loan Stock remains capable of being converted or is not repaid any offer or invitation (not being an offer falling within paragraph (i) below) is made to the holders of the Ordinary Share Capital of the Company, the Company shall make or so far as it is able shall procure that there is made a like offer or invitation at the same time to each holder of Loan Stock as if the Conversion Right attaching to the Loan Stock registered in his name had been exercisable and exercised in full on the recorded date for such offer or invitation on the basis of conversion then applicable
- (i) If whilst the Loan Stock remains capable of being converted an offer is made to holder of Ordinary Share Capital of the Company to acquire the whole or any part of the issued Ordinary Share Capital of the Company and the Company becomes aware that the right to cast more than 50% of the votes which may ordinarily be cast on a poll at a General Meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror the Company shall give notice to the holders of the Loan Stock to which Conversion Rights attach of such vesting within 14

days of it becoming so aware and each such holder shall have the individual right within the period of six weeks from the date of such notice to exercise the Conversion Right in respect of the Loan Stock held by him (such exercise to be effective as on the date immediately following the expiration of the said period of three months which day shall be deemed to be the Conversion Date) in respect of all the Loan Stock held by him. For the purposes of this paragraph the publication of a scheme of arrangement under the Companies Act providing for the acquisition by any person of the whole or any part of the Ordinary Share Capital of the Company shall be deemed to be the making of an offer

- (j) If whilst the Loan Stock remains capable of being converted the Company commences liquidation whether voluntary or compulsory the Company shall forthwith give notice thereof to any holders of Loan Stock and thereupon every holder of Loan Stock will in respect of all or any of the Loan Stock held by him be individually entitled within Six weeks from the date of such notice by the Company by notice in writing to the Company to elect to be treated as if the Conversion Date had occurred immediately before such commencement and the Conversion Right had been exercisable and exercised as at that date and in that event such holder shall in lieu of the monies which would otherwise be due in respect of the Loan Stock deemed to have been converted as a result of such exercise be entitled to participate in the assets available in the liquidation *pari passu* with the holders of the Ordinary Share Capital of the Company as if he were the holder of the Ordinary Share Capital to which he would have become entitled by virtue of such exercise as at such deemed Conversion Date
- (k) If and so long as the Loan Stock remains capable of being converted the Company shall not without the written consent of 75% of the holders of the Loan Stock such consent not to be unreasonably withheld:-
 - (i) distribute to its members capital profits or capital reserves or profits or reserves arising from a distribution of capital profits or capital reserves by any subsidiary of the Company except by means of a capitalisation issue permitted under sub-paragraph (ii) of this paragraph (k)
 - (ii) capitalise profits or reserves otherwise than by way of capitalisation issue made only to the holders of its Ordinary Share Capital upon terms previously approved by an extraordinary resolution of the holders of the Loan Stock and in the form of fully paid Ordinary Shares of £1 each
 - (iii) permit to be in issue equity share capital which as regards rights as to voting dividends or capital has more favourable rights than those attached to its Ordinary Share Capital in issue on the date of adoption of this Article or modify the rights to its Ordinary Shares of £1 each as a class
 - (iv) allot or issue any Ordinary Share Capital credited as fully paid by way of capitalisation of profits or reserves

- (v) reduce its share capital or any uncalled liability in respect thereof or (except as authorised by Section 56 (2) and 58 (5) respectively of the Act) any Share premium account or capital redemption reserve fund
- (vi) change its financial year end from 31st December
- (n) The Company shall not during the period commencing on the Date of the Direction and ending on the Conversion Date make any offer by way of rights of or allot or issue any share capital
- (m) Whilst the Loan Stock remain capable of being converted
 - (i) the Company shall keep available for issue sufficient Ordinary Share Capital to satisfy in full all rights for the time being outstanding of conversion into and subscription for its ordinary Share Capital
 - (ii) the Company shall lay its audited accounts (consolidated if appropriate) before a General Meeting of the Company held not later than 30th April next following the 31st December to which such accounts are made up
- (4) In this Article the expression " a Direction" means a notice in writing signed by or on behalf of all or any of the holders of the Loan Stock then in issue. The Date of the Direction shall be the date the written notice is delivered to the Company. A Direction once made shall be binding on all holders of the Loan Stock

5. Transfer of Shares

- (1) 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 other than any transfer in accordance with the provisions of the following paragraphs of this regulation
- (2) NO share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall be exhausted
- (3) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a Transfer Notice"). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in the manner hereinafter set out and at the price calculated as hereinafter provided. A Transfer Notice may contain a provision that unless all the Sale Shares referred to therein are sold by the Company pursuant to this regulation none shall be sold and any such provision shall be binding on the Company
- (4) The Company shall invite each member and the holders of the Loan Stock other than the Vendor to apply in writing to the Company with 21 days of the date of despatch of the Notice (which date shall be specified therein) for such maximum number of Sale Shares as he shall specify in such application

- (5) The price to be paid for each of the Sale Shares shall be the proportionate part of the Calculated Value (as defined below) of the number of shares in the capital of the Company specified in the Transfer Notice. The Calculated Value means the price which the Sale Shares might reasonably be expected to fetch on the basis of the assumption set out below on a sale by private treaty and at arms length by a willing Vendor in the open market to a single Purchaser possessed of all information with a prudent prospective purchaser of such issued share capital might reasonably require. In determining the Calculated value no account shall in any circumstances be taken of the restrictions on the transfer of shares prescribed in this Article
- (6) The Vendor and Directors of the Company shall agree the price for the Sale Shares in accordance with sub-clause (5) above of this Article Provided however that if the Vendor and directors shall be unable to agree an independent Chartered Accountant (appointed as hereinafter provided) shall be asked to certify acting as an expert and not as an arbitrator the calculated value The Vendor and the Directors shall be entitled to make representations to such accountant. As soon as the Company receives the Accountant's Certificate it shall furnish a certified copy thereof to the Vendor
- (7) The independent Chartered Accountant to be appointed for the purposes of sub-clause (6) above shall be appointed by agreement between the Vendor and the Directors or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Vendor or the Directors
- (8) If within the period specified in sub-clause (4) above application shall have been received by the Company for all or (except where the Transfer Notice provided otherwise) any of the Sale Shares the Directors shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata as nearly as possible according to the nominal value of the shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid. For the purposes only of such allocation the holders of the Loan Stock shall be treated as though their rights to conversion referred to herein have been exercised. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed
- (9) The Vendor shall be bound against receipt of the purchase price in respect thereof to transfer the Sale Shares comprised in an Allocation Notice to the Purchaser or Purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the Attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the Sale Shares to the Purchasers thereof against payment of the purchase price to the Company. On payment of the price to the Company the Purchaser shall be

deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to insist upon his name being entered into the Register of Members as the holder by transfer of the Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor

- (10) During the three months following the expiry of the period specified for the acceptance of the last of the offers made in accordance with the preceding sub-clause of this regulation the Vendor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under paragraph (6) of this regulation) any Sale Share not allocated by the Directors in an Allocation Notice Provided that if the Vendor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this regulation none should be so sold the Vendor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Sale Shares comprised in his Transfer Notice
- (11) The Directors may on receipt of the written agreement of the holders of the whole of the issued share capital of the Company register a transfer of shares notwithstanding that the regulations contained in sub-clauses (3) to (10) inclusive of this Article have not been complied with

GENERAL MEETINGS

6. Clause 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum"

DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not more than 7 but need not exceed one. This upper limit shall not include the two Directors who may be appointed by the holders of Loan Stock in accordance with Article 8 hereof. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles or Table A

8. If and so long as The Moorside Trust Limited and/or South Yorkshire County Council or their assignees shall hold any Loan Stock or Ordinary Shares in the capital of the Company each shall have power from time to time and at any time to appoint any person to be a director of the Company either as an additional director or to fill any vacancy and to remove from office any director appointed under the provisions of this Article Provided that no more than two persons appointed pursuant to this Article shall hold office at any one time. Any such appointment or removal shall be effected by an instrument in writing signed by a duly authorised representative of The Moorside Trust Limited or South Yorkshire County Council or their assignees and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument. A director appointed under the provisions of this Article shall not be subject to retirement by rotation and in the event of any resolution being proposed at a General Meeting of the Company for the removal of any director appointed under this Article The Moorside Trust Limited or South Yorkshire County Council as the case may be shall notwithstanding

anything else in these Articles be entitled to vote upon such resolution and on a poll shall in respect of all shares held by it (whether Preference Share Capital or Ordinary Share Capital) be entitled to cast such number of votes as shall exceed by one hundred votes the number of votes entitled to be cast by all other members of the Company

9. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

10. A Director may vote as a Director in regard to any contract or arrangement 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, and clause 84 in Part I of Table A shall be modified accordingly

11. Any person may be appointed or elected as a Director whatever his age and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of Seventy years or any other age.

ALTERNATE DIRECTORS

12. Any Director may at any time and from time to time appoint any other director or appoint any other person who is approved by a majority of the other Directors to be his alternate and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another in his place. An alternate shall not be entitled to receive any remuneration from the Company nor to appoint an alternate nor shall it be necessary for him to acquire or hold any qualification but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the directors and in the absence of the Director appointing him to attend and vote as a Director at any such Meeting and generally to exercise all the powers rights and authorities of the Directors appointing him. A Director who is also an alternate shall be entitled in addition to his own vote to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board and shall ipso facto cease to be an alternate if his appointor ceases for any reason to be a director. Every person acting as an alternate 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. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office

VOTES OF MEMBERS

13. Subject to Article 8 and to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative shall (except as hereinafter provided) have one vote for every one pound in nominal amount of shares in the capital of the Company of which he is the holder Provided that the Loan Stock shall entitle the holders thereof to receive notice of all General Meetings and to attend thereat but shall not entitle the holders to vote at any General Meeting unless either:-

- (a) the Company shall have failed to convert the Loan Stock held by such holder on the Conversion date or
- (b) the business of the meeting includes the consideration of a resolution for:-
- (i) the winding up of the Company; or
 - (ii) the varying or abrogating of any of the special rights attached to the Loan Stock, or
 - (iii) altering or adding to the provisions of the Memorandum of Association of the Company with respect to its objects.
- in which case such holders shall only be entitled to vote on such resolution

ACCOUNTS

14. Clause 126 in Part I of Table A shall be read and construed subject to the provisions of Section 16 to 22 of the Companies Act 1967
15. Clause 130 in Part I of Table A shall be read and construed subject to the provisions of Sections 13 and 14 of the Companies Act 1967

THE COMPANIES ACTS 1948 TO 1976

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10/11

10

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

61

451788

Name of Company

ALLERTON INDUSTRIES

Limited*

*delete if
inappropriate+delete as
appropriate**Note**This notice and 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 resolution

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]

[extraordinary] [special] resolution of the company dated 17th October 1980

the nominal capital of the company has been increased by the addition thereto of the sum of

£ 27,816 beyond the registered capital of £ 34,000

A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
27,816	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:to rank pari passu in all respects with the
existing Ordinary Share capitalPlease tick here if
continued overleaf+delete as
appropriate

Signed

C. Pollitt

[Director] [Secretary] Date

17th October 1980

Presenter's name, address and
reference (if any):Sampson Wade & Co.,
Lloyds Bank Chambers
Rustlergate
Bradford BD1 1PB

Ref: THR/Allerton

For official use
General section

Post room



Company No. 451788

66
THE COMPANIES ACTS 1948 - 1981

COMPANY LIMITED BY SHARES

Resolutions

of

ALLERTON INDUSTRIES LIMITED

(Passed 1st February 1982)

At an Extraordinary General Meeting of the above named Company duly convened and held at 31 Regent Street, Barnsley.

on 1st February, 1982, the following Resolutions were duly passed as Ordinary and Special Resolutions of the Company.

ORDINARY RESOLUTION

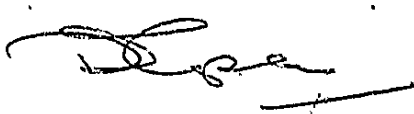
THAT the authorised share capital of the Company be increased from £61,816.00 to £231,816.00 by the creation of 170,000.00 new Shares of £1.00 each to be called 'A' Ordinary Shares to which shall be attached the special rights privileges and restrictions referred to in Article No. 7 of the new Articles of Association a copy of which is annexed hereto.

ORDINARY RESOLUTION

THAT there be created £70,000 of 14% Redeemable Loan Stock which shall confer upon the holders thereof the several rights priorities and privileges referred to in Article 6 of the new Articles of Association a copy of which is annexed hereto.

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be amended by the substitution therefor of the new Articles of Association a copy of which is annexed hereto. ✓


SECRETARY

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ALLERTON INDUSTRIES LIMITED

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to The Companies Act 1948 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby; Clauses 2, 4, 24, 53, 62, 75, 77, 79, 89, 90, 91, 92, 93, 94 and 128 and 129 and the last sentence of each of clauses 95 and 97 in Part I of Table A shall not apply to the Company and in addition to the remaining Clauses in Part I of Table A as varied hereby, the following shall be the Regulations of the Company.

SHARE CAPITAL AND SHARES

2. The Share Capital of the Company is £231,816 divided into:-

- (a) 61,816 Ordinary Shares of £1 each.
- (b) 170,000 'A' Ordinary Shares of £1 each.

3. (a) The Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this Article shall extend to all relevant securities of the Company from time to time unissued during the period of such authority. The said authority will expire on 31st December, 1986 unless renewed, varied or revoked by the Company in general meeting.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority

4. Section 17 (1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

Rights of 15% Partly
Convertible Loan Stock

5. For the purpose of these Articles the term "Loan Stock" shall mean 15% Partly Convertible Loan Stock

The 15% Partly Convertible Loan Stock shall confer upon the holders thereof the following rights priorities and privileges that is to say;

(1) AS REGARDS REPAYMENT

The following provisions shall apply as regards the repayment of the Loan Stock

- (i) The holders of the Loan Stock may by Direction made within the period specified in Clause (2) of this Article require the Company to convert the Loan Stock in accordance with the provisions of the said Clause (2);
- (ii) Any of the Loan Stock not previously repaid or converted as herein provided shall be repaid on the 1st January 1986 at par together with a sum equal to any arrears or deficiency of the interest thereon to be calculated down to the date of such repayment

(2) AS REGARDS CONVERSION

- (a) Subject as otherwise provided in this Article at any time on or before 1st January 1976 the holders of the Loan Stock may by Direction require the Company to allot credited as fully paid up at their par value Ordinary Share Capital of the Company in accordance with sub paragraph (c) below as at a date four weeks after the date of the Direction (hereinafter called "the Conversion Date") in exchange for and in satisfaction of such amount of such Loan Stock then in issue (being Loan Stock in respect of which the right given by this Article (hereinafter called a "Conversion Right") has not previously been exercised and which has not previously been repaid) as may be so convertible in accordance with the provisions of sub paragraph (g) below (hereinafter called "the Appropriate Amount")
- (b) Each holder of the Loan Stock shall be bound to deliver to the Company certificates for the proportion of the Appropriate Amount of Loan Stock comprised in his holding. A Direction given under this paragraph (2) shall not be withdrawn without the consent in writing of the Company.
- (c) Subject to receipt of the relative certificates for the Appropriate Amount of Loan Stock as aforesaid the Company will not later than 14 days after the Conversion Date allot and issue as at the Conversion Date to each of the holders of the Loan Stock the nominal amount of Ordinary Share Capital of the Company credited as fully paid to which he shall be entitled by virtue of the exercise of the Conversion Right and such allotment and issue shall (subject to Paragraph (d) below) be in full satisfaction and discharge of the monies arising upon such conversion
- (d) The Company shall not later than the expiration of 28 days next following the Conversion Date send free of charge to each holder of Loan Stock in respect of which the Conversion Right has been exercised a certificate for the Ordinary Share Capital arising on conversion and shall also within such period send free of charge to such holder or as he may request

- (i) a certificate in respect of that part of his holding of Loan Stock in respect of which the Conversion Right has been exercised and to which accordingly Conversion Rights no longer attach
 - (ii) if appropriate a cheque in respect of any entitlement to a fraction of an Ordinary Share; and
 - (iii) a cheque in respect of any arrears or deficiency of the interest on the Loan Stock in respect of which the Conversion Right has been exercised calculated down to the Conversion Date
- (e) All Ordinary Share Capital issued in respect of the redemption and conversion of Loan Stock shall be credited as fully paid and shall carry the right to receive all dividends and other distributions declared paid or made upon the Ordinary Share Capital of the Company after the Conversion Date in respect of the financial period of the Company in which the Conversion Date falls but not in respect of any earlier period
- (f) The Conversion Price per Ordinary Share of £1 shall be £1
- (g) The Appropriate Amount of the Loan Stock shall be such amount thereof as will upon conversion give rise to the issue at the Conversion Price of ordinary Share Capital having a nominal value which when aggregated with:
- (i) the nominal value of any ordinary share capital registered at the date of issue of the Loan Stock in the name of any person to whom the Loan Stock is so issued (hereinafter called "the Basic Ordinary Entitlement") and
 - (ii) the nominal value of any ordinary share capital issued by way of capitalisation or rights (including any such ordinary share capital the right to which was not taken up or was renounced by the holder(s) for the time being of the Loan Stock) and
 - (iii) the nominal value of any ordinary share capital issued by way of capitalisation or offered by way of rights directly or indirectly in respect of any ordinary share capital falling within (ii) above
- would equal or as nearly as possible equal but not exceed 45% of the issued ordinary share capital of the Company as increased following the conversion of the Loan Stock and so in proportion for each holders holding of Loan Stock
- (h) If whilst the Loan Stock remains capable of being converted or is not repaid any offer or invitation (not being an offer falling within paragraph (i) below) is made to the holders of the Ordinary Share Capital of the Company, the Company shall make or so far as it is able shall procure that there is made a like offer or invitation at the same time to each holder of Loan Stock as if the Conversion Right attaching to the Loan Stock registered in his name had been exercisable and exercised in full on the recorded date for such offer or invitation on the basis of conversion then applicable

- (i) If whilst the Loan Stock remains capable of being converted an offer is made to holder of Ordinary Share Capital of the Company to acquire the whole or any part of the issued Ordinary Share Capital of the Company and the Company becomes aware that the right to cast more than 50% of the votes which may ordinarily be cast on a poll at a General Meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror the Company shall give notice to the holders of the Loan Stock to which Conversion Rights attach to such vesting within 14 days of it becoming so aware and each such holder shall have the individual right within the period of six weeks from the date of such notice to exercise the Conversion Right in respect of the Loan Stock held by him (such exercise to be effective as on the date immediately following the expiration of the said period of three months which day shall be deemed to be the Conversion Date) in respect of all the Loan Stock held by him. For the purposes of this paragraph the publication of a scheme of arrangement under the Companies Act providing for the acquisition by any person of the whole or any part of the Ordinary Share Capital of the Company shall be deemed to be the making of an offer.
- (j) If whilst the Loan Stock remain capable of being converted the Company commences liquidation whether voluntary or compulsory the Company shall forthwith give notice thereof to any holders of Loan Stock and thereupon every holder of Loan Stock will in respect of all or any of the Loan Stock held by him be individually entitled within Six weeks from the date of such notice by the Company by notice in writing to the Company to elect to be treated as if the Conversion Date had occurred immediately before such commencement and the Conversion Right had been exercisable and exercised as at that date and in that event such holder shall in lieu of the monies which would otherwise be due in respect of the Loan Stock deemed to have been converted as a result of such exercise be entitled to participate in the assets available in the liquidation pari passu with the holders of the Ordinary Share Capital of the Company as if he were the holder of the Ordinary Share Capital to which he would have become entitled by virtue of such exercise as at such deemed Conversion Date
- (k) If and so long as the Loan Stock remains capable of being converted the Company shall not without the written consent of 75% of the holders of the Loan Stock such consent not to be unreasonably withheld:-
- (i) distribute to its members capital profits or capital reserves or profits or reserves arising from a distribution of capital profits or capital reserves by any subsidiary of the Company except by means of a capitalisation issue permitted under subparagraph (ii) of this paragraph (k)
 - (ii) capitalise profits or reserves otherwise than by way of capitalisation issue made only to the holders of its Ordinary Share Capital upon terms previously approved by an extraordinary resolution of the holders of the Loan Stock and in the form of fully paid Ordinary Shares of £1 each
 - (iii) permit to be in issue equity share capital which as regards rights as to voting dividends or capital has more favourable rights than those attached to its Ordinary Share Capital in issue on the date of adoption of this Article or modify the rights to its Ordinary Shares of £1 each as a class

- (iv) allot or issue any Ordinary Share Capital credited as fully paid by way of capitalisation of profits and reserves
- (v) reduce its share capital or any uncalled liability in respect thereof or (except as authorised by Section 56 (2) and 58 (5) respectively of the Act) any share premium account or capital redemption reserve fund
- (vi) change its financial year end from 31st December
- (1) The Company shall not during the period commencing on the date of the Direction and ending on the Conversion Date make any offer by way of rights of or allot or issue any share capital
- (m) Whilst the Loan Stock remain capable of being converted
 - (i) the Company shall keep available for issue sufficient Ordinary Share Capital to satisfy in full all rights for the time being outstanding of conversion into and subscription for its ordinary Share Capital
 - (ii) the Company shall lay its audited accounts (consolidated if appropriate) before a General Meeting of the Company held not later than 30th April Next following the 31st December to which such accounts are made up
- (3) In this Article the expression "a Direction" means a notice in writing signed by or on behalf of all or any of the holders of the Loan stock then in issue. The Date of the Direction shall be the date the written notice is delivered to the Company. A Direction once made shall be binding on all holders of the Loan Stock.

6. Rights of 14% Redeemable Loan Stock (hereinafter called "the 14% Loan Stock")

The 14% Loan Stock shall confer upon the holders thereof the following rights priorities and privileges that is to say:-

- (a) The holders of the 14% Loan Stock shall be entitled to no interest thereon until 1st April 1982 and thereafter interest at the rate of 14% per annum shall be paid by the Company to the holders of the 14% Loan Stock on the 30th September and the 31st March in each year until such time as the 14% Loan Stock is redeemed by the Company.
- (b) On giving to the holders of the 14% Loan Stock to be redeemed not less than 28 days notice of its intention to do so the Company shall be entitled:-
 - (i) On or at any time before the 31st day of December 1985 to redeem the whole or any part of the 14% Loan Stock at par,
 - (ii) On the 30th day of September 1987 to redeem the whole ^{or any part} of the 14% Loan Stock at 110% of par,
 - (iii) On the 30th day of September 1988 to redeem the whole ^{or any part} of the 14% Loan Stock at 120% of par,

- (iv) On the 30th day of September 1989 to redeem the whole or any part of the 14% Loan Stock at 130% of par,

and at the expiration of such notice the Company shall be bound to redeem the Cumulative Loan Stock in respect of which the notice has been given at par or at such percentage of par and further to pay all interest accrued due on the specified amount under the provision hereof from the date of the last payment of interest down to the date of repayment of the specified amount

- (c) The Company shall not be entitled to redeem any part of the 14% Loan Stock before the 1st day of January 1983

- (d) Payment in redemption of any part of the 14% Loan Stock shall be an amount of ten thousand pounds or a multiple thereof

- (e) The Company shall redeem the whole of the 14% Loan Stock then unredeemed prior to completion of any sale of a majority of the issued share capital of the Company. Such redemption shall be upon the following terms:-

- (i) if before the 31st day of December 1985 redemption shall be at par
- (ii) if before the 30th day of September 1987 redemption shall be at 110% of par
- (iii) if before the 30th day of September 1988 redemption shall be at 120% of par
- (iv) if before the 30th day of September 1989 redemption shall be at 130% of par

7. The Rights of 'A' Ordinary Shares

For the purposes of these Articles the term 'A' Ordinary Shares shall mean 'A' Ordinary Shares of £1 each in the capital of a Company. The 'A' Ordinary Shares shall not confer upon the holders thereof any rights, priorities and privileges other than the following that is to say:-

- (a) The 'A' Ordinary Shares shall entitle the holders thereof to a fixed non-cumulative dividend of 5% (after payment of all withholding taxes) of the net pre-tax profits of the Company to be divided pro rata between the holders of the 'A' Ordinary Shares for any financial year of the Company in respect of which the pre-tax profits of the Company (as certified by the Auditors of the Company whose decision shall be final and binding) exceed £150,000. Such dividend shall be payable in priority to any dividend payable on the Ordinary Shares. Such dividend shall be payable within 60 days of the accounts of the Company being approved by the Company in General Meeting. No dividend shall be payable on the Ordinary Shares unless the said net pre-tax profits shall exceed £150,000 in any financial year of the Company.

- (b) If the Company shall be wound up, the surplus assets after payment of all the Company's liabilities and the expenses of winding up shall be applied first in payment to the holders of the 'A' Ordinary Shares of the amount paid up thereon and the residue shall be divided amongst the holders of the Ordinary Shares in proportion to the nominal value thereof.

(c) The 'A' Ordinary Shares shall not entitle the holders thereof to attend or vote at any General Meeting of the Company by virtue or in respect of the holding of such 'A' Ordinary Shares unless:-

- (i) the Company is insolvent (as certified by the Auditors of the Company whose decision shall be final and binding).
- (ii) The Company or any Creditor of the Company shall have presented a petition for the winding up of the Company under any statutory provision
- (iii) Any Creditor of the Company shall have obtained a judgement against the Company or levied distress either of which shall have remained unsatisfied for 28 days
- (iv) The Company shall have sustained losses in three consecutive financial years commencing in the financial year ending on the 31st of December 1982

(d) If any offer is made to the holders of the Ordinary Share Capital of the Company the Company shall procure that it is made to the holders of the 'A' Ordinary Shares an offer to purchase the 'A' Ordinary Shares at a price which is acceptable to a majority of the holders of such shares and in the event of such offer not being accepted by a majority of such holders the price shall be a fair price fixed by an independent chartered accountant appointed as provided in Article 8 of these Articles whose decision shall be final and binding

B. Transfer of Shares

- (1) 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 other than any transfer in accordance with the provisions of the following paragraphs of this regulation
- (2) No share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall be exhausted
- (3) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a Transfer Notice"). Subject as hereinafter mentioned a Transfer notice shall constitute the Company the agent of the Vendor for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in the manner hereinafter set out and at the price calculated as hereinafter provided. A Transfer Notice may contain a provision that unless all the Sale Shares referred to therein are sold by the Company pursuant to this regulation none shall be sold and any such provision shall be binding on the Company.
- (4) The Company shall invite each member and the holders of the Loan Stock other than the Vendor to apply in writing to the Company within 21 days of the date of despatch of the Notice (which date shall be specified therein) for such maximum number of Sale Shares as he shall specify in such application

- (5) The price to be paid for each of the Sale Shares shall be the proportionate part of the Calculated Value (as defined below) of the number of shares in the capital of the Company specified in the Transfer Notice. The Calculated Value means the price which the Sale Shares might reasonably be expected to fetch on the basis of the assumption set out below on a sale by private treaty and at arms length by a willing Vendor in the open market to a single Purchaser possessed of all information with a prudent prospective purchaser of such issued share capital might reasonably require. In determining the Calculated Value no account shall in any circumstances be taken of the restrictions on the transfer of shares prescribed in this Article.
- (6) The Vendor and Directors of the Company shall agree the price for the Sale Shares in accordance with sub-clause (5) above of this Article Provided however that if the Vendor and directors shall be unable to agree an independent Chartered Accountant (appointed as hereinafter provided) shall be asked to certify acting as an expert and not as an arbitrator the calculated value The Vendor and the Directors shall be entitled to make representations to such accountant. As soon as the Company receives the Accountant's Certificate it shall furnish a certified copy thereof to the Vendor
- (7) The independent Chartered Accountant to be appointed for the purposes of sub-clause (6) above shall be appointed by agreement between the Vendor and the Directors or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Vendor or the Directors
- (8) If within the period specified in sub-clause (4) above application shall have been received by the Company for all or (except where the Transfer Notice provided otherwise) any of the Sale Shares the Directors shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata as nearly as possible according to the nominal value of the shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid. For the purposes only of such allocation the holders of the Loan Stock shall be treated as though their rights to conversion referred to herein have been exercised. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed
- (9) The Vendor shall be bound against receipt of the purchase price in respect thereof to transfer the Sale Shares comprised in an Allocation Notice to the Purchaser or Purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the Attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the Sale Shares to the Purchasers thereof against payment of the purchase price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to insist upon his name being entered into the Register of Members as the holder by transfer of the Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and

shall hold such price in trust for the Vendor

- (10) During the three months following the expiry of the period specified for the acceptance of the last of the offers made in accordance with the preceding sub-clause of this regulation the Vendor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under paragraph (6) of this regulation) any Sale Shares not allocated by the Directors in an Allocation Notice Provided that if the Vendor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this regulation none should be so sold the Vendor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Sale Shares comprised in his Transfer Notice
- (11) The Directors may on receipt of the written agreement of the holders of the whole of the issued share capital of the Company register a transfer of shares notwithstanding that the regulations contained in sub-clauses (3) to (10) inclusive of this Article have not been complied with

GENERAL MEETINGS

9. 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 shall be a quorum.
10. Clause 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum"

DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be more than 7 but need not exceed one. This upper limit shall not include the two Directors who may be appointed by the holders of Loan Stock in accordance with Article 12 hereof. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles or Table A
12. If and so long as The Moorside Trust Limited and/or South Yorkshire County Council or their assignees shall hold any Loan Stock or Ordinary Shares in the capital of the Company each shall have power from time to time and at any time to appoint any person to be a director of the Company either as an additional director or to fill any vacancy and to remove from office any director appointed under the provisions of this Article Provided that no more than two persons appointed pursuant to this Article shall hold office at any one time. Any such appointment or removal shall be effected by an instrument in writing signed by a duly authorised representative of The Moorside Trust Limited or South Yorkshire County Council or their assignees and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument. A director appointed under the provisions of this Article shall not be subject to retirement by rotation and in the event of any resolution being proposed at a General Meeting of the Company for the removal of any director appointed under this Article The Moorside Trust Limited or South Yorkshire County Council as the case may be shall notwithstanding anything else in these Articles be entitled to vote upon such resolution and on a poll shall in respect of all shares held by it (whether Preference Share Capital or Ordinary Share Capital) be entitled to cast such number of votes as shall exceed by one

hundred votes the number of votes entitled to be cast by all other members of the Company

13. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

14. A Director may vote as a Director in regard to any contract or arrangement 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 and clause 84 in part I of Table A shall be modified accordingly.

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

16. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 14 of the Companies Act 1980 and Article 3 hereof, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

17. Any Director may at any time and from time to time appoint any other director or appoint any other person who is approved by a majority of the other Directors to be his alternate and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another to his place. An alternate shall not be entitled to receive any remuneration from the Company nor to appoint an alternate nor shall it be necessary for him to acquire or hold any qualification but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the directors and in the absence of the Director appointing him to attend and vote as a Director at any such Meeting and generally to exercise all the powers rights and authorities of the Directors appointing him. A Director who is also an alternate shall be entitled in addition to his own vote to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board and shall ipso facto cease to be an alternate if his appointor ceases for any reason to be a director. Every person acting as an alternate 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. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office.

VOTES OF MEMBERS

18. Subject to Article 12 and to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative shall (except as hereinafter provided) have one vote for every one pound in nominal amount of shares in the capital of the Company

of which he is the holder Provided that the Loan Stock shall entitle the holders thereof to receive notice of all General Meetings and to attend thereat but shall not entitle the holders to vote at any General Meetings unless either:-

- (a) the Company shall have failed to convert the Loan Stock held by such holder on the Conversion Date or
- (b) the business of the meeting includes the consideration of a resolution for:-

- (i) the winding up of the Company; or
- (ii) the varying or abrogating of any of the special rights attached to the Loan Stock, or
- (iii) altering or adding to the provisions of the Memorandum of Association of the Company with respect to its objects

in which case such holders shall only be entitled to vote on such resolution

ACCOUNTS

19. Clause 126 in Part I of Table A shall be read and construed subject to the provisions of Section 16 and 22 of the Companies Act 1967

20. Clause 130 in Part I of Table A shall be read and construed subject to the provisions of Sections 13 and 14 of the Companies Act 1967

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The Companies Act 1929
The Companies Act 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ALLERTON INDUSTRIES LIMITED

Incorporated the 5th day of April 1948

Incorporating amendments up to 1st Feb.1982.



No. 451788

C E R T I F I C A T E O F I N C O R P O R A T I O N

I HEREBY CERTIFY that ALLERTON INDUSTRIES LIMITED is this day
Incorporated under the Companies Act 1929 and 1947 and that the
Company is Limited.

GIVEN under my hand at London this fifth day of April One thousand
nine hundred and forty eight.

J. COWEN

Registrar of Companies.

The Companies Act 1929

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
ALLERTON INDUSTRIES LIMITED

1. The name of the Company is "ALLERTON INDUSTRIES LIMITED"
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is establish are:-
 - (1) (a) To carry on business as metal workers, metal spinners *same* refiners, turners, perforators, polishers and platers, sheet metal workers, metal stampers, die casters, die sinkers, art metal workers, metal welders, oxidisers, bronzers, lacquerers, enamellers, ironfounders, brassfounders, metallurgists, engine, machinery and tool makers and repairers, ironmongers and hardware dealers, manufacturers of and dealers in metal goods of all descriptions, mechanical, electrical and general engineers, blacksmiths, tinsmiths, joiners, woodworkers wood and timber merchants, lead burners, plumbers, coal and coke merchants proprietors of garages and service stations, and builders' merchants, agricultural engineers, tubular steel constructors panel beaters, body builders, aeronautical engineers and instructors, civil engineers and builders and contractors.
 - (b) To carry on business as machinery and metal merchants marine store dealers, salvage buyers, scrap iron merchants, machinery brokers, auctioneers and valuers, and as manufacturers and importers of, and dealers in farm implements, mechanical appliances and fittings of every description, iron, steel, copper, bronze, aluminium, lead, tin, zinc, antimony, pewter and metal goods of all kinds.
- (2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs patterns patents, copyright or licences, or any other real or personal property or any right, privilege, option estate or interest.

- (4) To sell, lease, let or hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.
- (7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of 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.
- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares, or procuring subscriptions for shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions or secret processes which may be useful for the Company's objects and to grant licences to use the same.
- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.
- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm, or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.
- (17) To subscribe or guarantee money for any charitable, benevolent educational or social object, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.
- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 45 of the Companies Act 1929, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (21) To enter into partnership or into arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.
- (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
- (24) To distribute any of the property of the Company among its Members in specie.
- (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000, divided into 1,000 Shares of £1 each.

NOTE :- By Special Resolution passed 6th November, 1961, the Share Capital of the Company was increased from £1,000 to £9,000 divided into 1,000 shares of £1 each.

On 12th February 1970, the Share Capital was further increased to £34,000 by the creation of 25,000 Shares of £1 each to rank pari passu with existing shares.

On 17th October 1980 the Share Capital was further increased to £61,816 by the creation of a further 27,816 Shares of £1 each to rank pari passu with the existing shares.

On 1st February 1982 the Share Capital was further increased to £231,816 by the creation of 170,000 'A' Ordinary Shares of £1 each having the rights set out in Article 7. ✓

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.

<u>NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS</u>	<u>NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER</u>
CYRIL POLLITT North End Osmotherley Northallerton Sheet Metal Worker	1
PETER DANIEL WILSON Fairview Thornton-le-Moor Northallerton (Bricklayer)	1
MICHAEL JOSEPH WILSON "Fairview" Thornton-le-Moor Northallerton Electrical Engineer	1

DATED this 16th day of February, 1948.

WITNESS to the above Signatures:-

ERNEST J. PLACE,
Solicitor,
Northallerton.

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ALLERTON INDUSTRIES LIMITED

Adopted by Special Resolution passed on 1st Feb.1982

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to The Companies Act 1948 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby; Clauses 2,4,24,53,62, 75, 77, 79, 89, 90, 91, 92, 93, 94 and 128 and 129 and the last sentence of each of clauses 95 and 97 in Part I of Table A shall not apply to the Company and in addition to the remaining Clauses in Part I of Table A as varied hereby, the following shall be the Regulations of the Company.

SHARE CAPITAL AND SHARES

2. The Share Capital of the Company is £231,816 divided into:-

- (a) 61,816 Ordinary Shares of £1 each.
- (b) 170,000 'A' Ordinary Shares of £1 each.

3. (a) The Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this Article shall extend to all relevant securities of the Company from time to time unissued during the period of such authority. The said authority will expire on 31st December, 1986 unless renewed, varied or revoked by the Company in general meeting.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority

4. Section 17 (1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

5.

Rights of 15% Partly
Convertible Loan Stock

For the purpose of these Articles the term "Loan Stock" shall mean 15% Partly Convertible Loan Stock

The 15% Partly Convertible Loan Stock shall confer upon the holders thereof the following rights priorities and privileges that is to say;

(1) AS REGARDS REPAYMENT

The following provisions shall apply as regards the repayment of the Loan Stock

- (i) The holders of the Loan Stock may by Direction made within the period specified in Clause (2) of this Article require the Company to convert the Loan Stock in accordance with the provisions of the said Clause (2);
- (ii) Any of the Loan Stock not previously repaid or converted as herein provided shall be repaid on the 1st January 1986 at par together with a sum equal to any arrears or deficiency of the interest thereon to be calculated down to the date of such repayment

(2) AS REGARDS CONVERSION

- (a) Subject as otherwise provided in this Article at any time on or before 1st January 1986 the holders of the Loan Stock may by Direction require the Company to allot credited as fully paid up at their par value Ordinary Share Capital of the Company in accordance with sub paragraph (c) below as at a date four weeks after the date of the Direction (hereinafter called "the Conversion Date") in exchange for and in satisfaction of such amount of such Loan Stock then in issue (being Loan Stock in respect of which the right given by this Article (hereinafter called a "Conversion Right") has not previously been exercised and which has not previously been repaid) as may be so convertible in accordance with the provisions of sub paragraph (g) below (hereinafter called "the Appropriate Amount")
- (b) Each holder of the Loan Stock shall be bound to deliver to the Company certificates for the proportion of the Appropriate Amount of Loan Stock comprised in his holding. A Direction given under this paragraph (2) shall not be withdrawn without the consent in writing of the Company.
- (c) Subject to receipt of the relative certificates for the Appropriate Amount of Loan Stock as aforesaid the Company will not later than 14 days after the Conversion Date allot and issue as at the Conversion Date to each of the holders of the Loan Stock the nominal amount of Ordinary Share Capital of the Company credited as fully paid to which he shall be entitled by virtue of the exercise of the Conversion Right and such allotment and issue shall (subject to Paragraph (d) below) be in full satisfaction and discharge of the monies arising upon such conversion
- (d) The Company shall not later than the expiration of 28 days next following the Conversion Date send free of charge to each holder of Loan Stock in respect of which the Conversion Right has been exercised a certificate for the Ordinary Share Capital arising on conversion and shall also within such period send free of charge to such holder or as he may request

- (i) a certificate in respect of that part of his holding of Loan Stock in respect of which the Conversion Right has been exercised and to which accordingly Conversion Rights no longer attach
 - (ii) if appropriate a cheque in respect of any entitlement to a fraction of an Ordinary Share; and
 - (iii) a cheque in respect of any arrears or deficiency of the interest on the Loan Stock in respect of which the Conversion Right has been exercised calculated down to the Conversion Date
- (e) All Ordinary Share Capital issued in respect of the redemption and conversion of Loan Stock shall be credited as fully paid and shall carry the right to receive all dividends and other distributions declared paid or made upon the Ordinary Share Capital of the Company after the Conversion Date in respect of the financial period of the Company in which the Conversion Date falls but not in respect of any earlier period
- (f) The Conversion Price per Ordinary Share of £1 shall be £1
- (g) The Appropriate Amount of the Loan Stock shall be such amount thereof as will upon conversion give rise to the issue at the Conversion Price of ordinary Share Capital having a nominal value which when aggregated with:
- (i) the nominal value of any ordinary share capital registered at the date of issue of the Loan Stock in the name of any person to whom the Loan Stock is so issued (hereinafter called "the Basic Ordinary Entitlement") and
 - (ii) the nominal value of any ordinary share capital issued by way of capitalisation or rights (including any such ordinary share capital the right to which was not taken up or was renounced by the holder(s) for the time being of the Loan Stock) and
 - (iii) the nominal value of any ordinary share capital issued by way of capitalisation or offered by way of rights directly or indirectly in respect of any ordinary share capital falling within (ii) above
- would equal or as nearly as possible equal but not exceed 45% of the issued ordinary share capital of the Company as increased following the conversion of the Loan Stock and so in proportion for each holders holding of Loan Stock
- (h) If whilst the Loan Stock remains capable of being converted or is not repaid any offer or invitation (not being an offer falling within paragraph (i) below) is made to the holders of the Ordinary Share Capital of the Company, the Company shall make or so far as it is able shall procure that there is made a like offer or invitation at the same time to each holder of Loan Stock as if the Conversion Right attaching to the Loan Stock registered in his name had been exercisable and exercised in full on the recorded date for such offer or invitation on the basis of conversion then applicable

- (i) If whilst the Loan Stock remains capable of being converted an offer is made to holder of Ordinary Share Capital of the Company to acquire the whole or any part of the issued Ordinary Share Capital of the Company and the Company becomes aware that the right to cast more than 50% of the votes which may ordinarily be cast on a poll at a General Meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror the Company shall give notice to the holders of the Loan Stock to which Conversion Rights attach to such vesting within 14 days of it becoming so aware and each such holder shall have the individual right within the period of six weeks from the date of such notice to exercise the Conversion Right in respect of the Loan Stock held by him (such exercise to be effective as on the date immediately following the expiration of the said period of three months which day shall be deemed to be the Conversion Date) in respect of all the Loan Stock held by him. For the purposes of this paragraph the publication of a scheme of arrangement under the Companies Act providing for the acquisition by any person of the whole or any part of the Ordinary Share Capital of the Company shall be deemed to be the making of an offer
- (j) If whilst the Loan Stock remain capable of being converted the Company commences liquidation whether voluntary or compulsory the Company shall forthwith give notice thereof to any holders of Loan Stock and thereupon every holder of Loan Stock will in respect of all or any of the Loan Stock held by him be individually entitled within Six weeks from the date of such notice by the Company by notice in writing to the Company to elect to be treated as if the Conversion Date had occurred immediately before such commencement and the Conversion Right had been exercisable and exercised as at that date and in that event such holder shall in lieu of the monies which would otherwise be due in respect of the Loan Stock deemed to have been converted as a result of such exercise be entitled to participate in the assets available in the liquidation pari passu with the holders of the Ordinary Share Capital of the Company as if he were the holder of the Ordinary Share Capital to which he would have become entitled by virtue of such exercise as at such deemed Conversion Date
- (k) If and so long as the Loan Stock remains capable of being converted the Company shall not without the written consent of 75% of the holders of the Loan Stock such consent not to be unreasonably withheld:-
- (i) distribute to its members capital profits or capital reserves or profits or reserves arising from a distribution of capital profits or capital reserves by any subsidiary of the Company except by means of a capitalisation issue permitted under sub-paragraph (ii) of this paragraph (k)
 - (ii) capitalise profits or reserves otherwise than by way of capitalisation issue made only to the holders of its Ordinary Share Capital upon terms previously approved by an extraordinary resolution of the holders of the Loan Stock and in the form of fully paid Ordinary Shares of £1 each
 - (iii) permit to be in issue equity share capital which as regards rights as to voting dividends or capital has more favourable rights than those attached to its Ordinary Share Capital in issue on the date of adoption of this Article or modify the rights to its Ordinary Shares of £1 each as a class

- (iv) allot or issue any Ordinary Share Capital credited as fully paid by way of capitalisation of profits and reserves
- (v) reduce its share capital or any uncalled liability in respect thereof or (except as authorised by Section 56 (2) and 58 (5) respectively of the Act) any share premium account or capital redemption reserve fund
- (vi) change its financial year end from 31st December
- (1) The Company shall not during the period commencing on the date of the Direction and ending on the Conversion Date make any offer by way of rights of or allot or issue any share capital
- (m) Whilst the Loan Stock remain capable of being converted
 - (i) the Company shall keep available for issue sufficient Ordinary Share Capital to satisfy in full all rights for the time being outstanding of conversion into and subscription for its ordinary Share Capital
 - (ii) the Company shall lay its audited accounts (consolidated if appropriate) before a General Meeting of the Company held not later than 30th April Next following the 31st December to which such accounts are made up
- (3) In this Article the expression "a Direction" means a notice in writing signed by or on behalf of all or any of the holders of the Loan Stock then in issue. The Date of the Direction shall be the date the written notice is delivered to the Company. A Direction once made shall be binding on all holders of the Loan Stock.

6. Rights of 14% Redeemable Loan Stock (hereinafter called "the 14% Loan Stock")

The 14% Loan Stock shall confer upon the holders thereof the following rights priorities and privileges that is to say:-

- (a) The holders of the 14% Loan Stock shall be entitled to no interest thereon until 1st April 1982 and thereafter interest at the rate of 14% per annum shall be paid by the Company to the holders of the 14% Loan Stock on the 30th September and the 31st March in each year until such time as the 14% Loan Stock is redeemed by the Company.
- (b) On giving to the holders of the 14% Loan Stock to be redeemed not less than 28 days notice of its intention to do so the Company shall be entitled:-
 - (i) On or at any time before the 31st day of December 1985 to redeem the whole or any part of the 14% Loan Stock at par,
 - (ii) On the 30th day of September 1987 to redeem the whole or any part of the 14% Loan Stock at 110% of par,
 - (iii) On the 30th day of September 1988 to redeem the whole or any part of the 14% Loan Stock at 120% of par,

- (iv) On the 30th day of September 1989 to redeem the whole or any part of the 14% Loan Stock at 130% of par,

and at the expiration of such notice the Company shall be bound to redeem the Cumulative Loan Stock in respect of which the notice has been given at par or at such percentage of par and further to pay all interest accrued due on the specified amount under the provisions hereof from the date of the last payment of interest down to the date of repayment of the specified amount

(c) The Company shall not be entitled to redeem any part of the 14% Loan Stock before the 1st day of January 1983

(d) Payment in redemption of any part of the 14% Loan Stock shall be an amount of ten thousand pounds or a multiple thereof

(e) The Company shall redeem the whole of the 14% Loan Stock then unredeemed prior to completion of any sale of a majority of the issued share capital of the Company. Such redemption shall be upon the following terms:-

- (i) if before the 31st day of December 1985 redemption shall be at par
- (ii) if before the 30th day of September 1987 redemption shall be at 110% of par
- (iii) if before the 30th day of September 1988 redemption shall be at 120% of par
- (iv) if before the 30th day of September 1989 redemption shall be at 130% of par

7. The Rights of 'A' Ordinary Shares

For the purposes of these Articles the term 'A' Ordinary Shares shall mean 'A' Ordinary Shares of £1 each in the capital of a Company. The 'A' Ordinary Shares shall not confer upon the holders thereof any rights, priorities and privileges other than the following that is to say:-

(a) The 'A' Ordinary Shares shall entitle the holders thereof to a fixed non-cumulative dividend of 5% (after payment of all withholding taxes) thereon of the net pre-tax profits of the Company to be divided pro rata between the holders of the 'A' Ordinary Shares for any financial year of the Company in respect of which the pre-tax profits of the Company (as certified by the Auditors of the Company whose decision shall be final and binding) exceed £150,000. Such dividend shall be payable in priority to any dividend payable on the Ordinary Shares. Such dividend shall be payable within 60 days of the accounts of the Company being approved by the Company in General Meeting. No dividend shall be payable on the Ordinary Shares unless the said net pre-tax profits shall exceed £150,000 in any financial year of the Company.

(b) If the Company shall be wound up, the surplus assets after payment of all the Company's liabilities and the expenses of winding up shall be applied first in payment to the holders of the 'A' Ordinary Shares of the amount paid up thereon and the residue shall be divided amongst the holders of the Ordinary Shares in proportion to the nominal value thereof.

(c) The 'A' Ordinary Shares shall not entitle the holders thereof to attend or vote at any General Meeting of the Company by virtue or in respect of the holding of such 'A' Ordinary Shares unless:-

- (i) the Company is insolvent (as certified by the Auditors of the Company whose decision shall be final and binding).
- (ii) The Company or any Creditor of the Company shall have presented a petition for the winding up of the Company under any statutory provision
- (iii) Any Creditor of the Company shall have obtained a judgement against the Company or levied distress either of which shall have remained unsatisfied for 28 days
- (iv) The Company shall have sustained losses in three consecutive financial years commencing in the financial year ending on the 31st of December 1982

(d) If any offer is made to the holders of the Ordinary Share Capital of the Company the Company shall procure that it is made to the holders of the 'A' Ordinary Shares an offer to purchase the 'A' Ordinary Shares at a price which is acceptable to a majority of the holders of such shares and in the event of such offer not being accepted by a majority of such holders the price shall be a fair price fixed by an independent chartered accountant appointed as provided in Article 8 of these Articles whose decision shall be final and binding

8. Transfer of Shares

- (1) 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 other than any transfer in accordance with the provisions of the following paragraphs of this regulation
- (2) No share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall be exhausted
- (3) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a Transfer Notice"). Subject as hereinafter mentioned a Transfer notice shall constitute the Company the agent of the Vendor for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in the manner hereinafter set out and at the price calculated as hereinafter provided. A Transfer Notice may contain a provision that unless all the Sale Shares referred to therein are sold by the Company pursuant to this regulation none shall be sold and any such provision shall be binding on the Company.
- (4) The Company shall invite each member and the holders of the Loan Stock other than the Vendor to apply in writing to the Company within 21 days of the date of despatch of the Notice (which date shall be specified therein) for such maximum number of Sale Shares as he shall specify in such application

- (5) The price to be paid for each of the Sale Shares shall be the proportionate part of the Calculated Value (as defined below) of the number of shares in the capital of the Company specified in the Transfer Notice. The Calculated Value means the price which the Sale Shares might reasonably be expected to fetch on the basis of the assumption set out below on a sale by private treaty and at arms length by a willing Vendor in the open market to a single Purchaser possessed of all information with a prudent prospective purchaser of such issued share capital might reasonably require. In determining the Calculated Value no account shall in any circumstances be taken of the restrictions on the transfer of shares prescribed in this Article.
- (6) The Vendor and Directors of the Company shall agree the price for the Sale Shares in accordance with sub-clause (5) above of this Article. Provided however that if the Vendor and directors shall be unable to agree an independent Chartered Accountant (appointed as hereinafter provided) shall be asked to certify acting as an expert and not as an arbitrator the calculated value. The Vendor and the Directors shall be entitled to make representations to such accountant. As soon as the Company receives the Accountant's Certificate it shall furnish a certified copy thereof to the Vendor.
- (7) The independent Chartered Accountant to be appointed for the purposes of sub-clause (6) above shall be appointed by agreement between the Vendor and the Directors or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Vendor or the Directors.
- (8) If within the period specified in sub-clause (4) above application shall have been received by the Company for all or (except where the Transfer Notice provided otherwise) any of the Sale Shares the Directors shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata as nearly as possible according to the nominal value of the shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid. For the purposes only of such allocation the holders of the Loan Stock shall be treated as though their rights to conversion referred to herein have been exercised. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed.
- (9) The Vendor shall be bound against receipt of the purchase price in respect thereof to transfer the Sale Shares comprised in an Allocation Notice to the Purchaser or Purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the Attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the Sale Shares to the Purchasers thereof against payment of the purchase price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to insist upon his name being entered into the Register of Members as the holder by transfer of the Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and

shall hold such price in trust for the Vendor

- (10) During the three months following the expiry of the period specified for the acceptance of the last of the offers made in accordance with the preceding sub-clause of this regulation the Vendor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under paragraph (6) of this regulation) any Sale Shares not allocated by the Directors in an Allocation Notice Provided that if the Vendor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this regulation none should be so sold the Vendor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Sale Shares comprised in his Transfer Notice
- (11) The Directors may on receipt of the written agreement of the holders of the whole of the issued share capital of the Company register a transfer of shares notwithstanding that the regulations contained in sub-clauses (3) to (10) inclusive of this Article have not been complied with

GENERAL MEETINGS

9. 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 shall be a quorum.
10. Clause 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum"

DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be more than 7 but need not exceed one. This upper limit shall not include the two Directors who may be appointed by the holders of Loan Stock in accordance with Article 12 hereof. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles or Table A
12. If and so long as The Moorside Trust Limited and/or South Yorkshire County Council or their assignees shall hold any Loan Stock or Ordinary Shares in the capital of the Company each shall have power from time to time and at any time to appoint any person to be a director of the Company either as an additional director or to fill any vacancy and to remove from office any director appointed under the provisions of this Article Provided that no more than two persons appointed pursuant to this Article shall hold office at any one time. Any such appointment or removal shall be effected by an instrument in writing signed by a duly authorised representative of The Moorside Trust Limited or South Yorkshire County Council or their assignees and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument. A director appointed under the provisions of this Article shall not be subject to retirement by rotation and in the event of any resolution being proposed at a General Meeting of the Company for the removal of any director appointed under this Article The Moorside Trust Limited or South Yorkshire County Council as the case may be shall notwithstanding anything else in these Articles be entitled to vote upon such resolution and on a poll shall in respect of all shares held by it (whether Preference Share Capital or Ordinary Share Capital) be entitled to cast such number of votes as shall exceed by one

hundred votes the number of votes entitled to be cast by all other members of the Company

13. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

14. A Director may vote as a Director in regard to any contract or arrangement 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 and clause 84 in part I of Table A shall be modified accordingly.

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

16. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 14 of the Companies Act 1980 and Article 3 hereof, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

17. Any Director may at any time and from time to time appoint any other director or appoint any other person who is approved by a majority of the other Directors to be his alternate and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another to his place. An alternate shall not be entitled to receive any remuneration from the Company nor to appoint an alternate nor shall it be necessary for him to acquire or hold any qualification but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the directors and in the absence of the Director appointing him to attend and vote as a Director at any such Meeting and generally to exercise all the powers rights and authorities of the Directors appointing him. A Director who is also an alternate shall be entitled in addition to his own vote to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board and shall ipso facto cease to be an alternate if his appointor ceases for any reason to be a director. Every person acting as an alternate 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. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office.

VOTES OF MEMBERS

18. Subject to Article 12 and to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative shall (except as hereinafter provided) have one vote for every one pound in nominal amount of shares in the capital of the Company

of which he is the holder Provided that the Loan Stock shall entitle the holders thereof to receive notice of all General Meetings and to attend thereat but shall not entitle the holders to vote at any General Meetings unless either:-

- (a) the Company shall have failed to convert the Loan Stock held by such holder on the Conversion Date or
 - (b) the business of the meeting includes the consideration of a resolution for:-
 - (i) the winding up of the Company; or
 - (ii) the varying or abrogating of any of the special rights attached to the Loan Stock, or
 - (iii) altering or adding to the provisions of the Memorandum of Association of the Company with respect to its objects
- in which case such holders shall only be entitled to vote on such resolution

ACCOUNTS

19. Clause 126 in Part I of Table A shall be read and construed subject to the provisions of Section 16 and 22 of the Companies Act 1967

20. Clause 130 in Part I of Table A shall be read and construed subject to the provisions of Sections 13 and 14 of the Companies Act 19 67

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER

CYRIL POLLITT
North End
Osmotherley
Northallerton
Sheet Metal Worker

1

PETER DANIEL WILSON
Fairview
Thornton-le-Moor
Northallerton
(Bricklayer)

1

MICHAEL JOSEPH WILSON
"Fairview"
Thornton-le-Moor
Northallerton
Electrical Engineer

1

DATED this 16th day of February 1948

WITNESS to the above Signatures:-

ERNEST J. PLACE,
Solicitor,
Northallerton.

A

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1976

Notice of new accounting reference
date given after the end of an accounting
reference period

Pursuant to section 3(2) of the Companies Act 1976

Form No. 3a

3a

Please complete
legibly, preferably
in black type, or
bold blacklettering

To the Registrar of Companies

For official use

1982

*delete if
inappropriate

Name of company	
Allerton Industries	Limited*

Note

Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3(2) of the Companies Act 1976 that the company's new accounting reference date on which the previous accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Company number	Day	Month
451788	3	0 0 6

†delete as
appropriate

The previous accounting reference period of the company is to be treated as ~~shortened~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day	Month	Year
3	0 0	6 1 9 8 2

‡delete as
appropriate

The company is a ~~subsidiary~~ [holding company]† of ~~Allerton Industrial Services Limited~~
Allerton Industrial Services Limited
_____, company number 1547699
the accounting reference date of which is 30th June, 1982

§delete as
appropriate

Signed

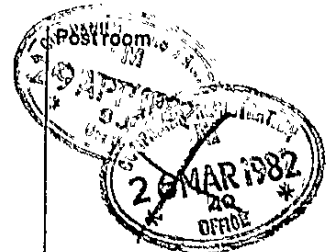


[Director] [Secretary]§ Date 25th March, 1982

Presenter's name, address and
reference: (if any)

For official use
Data punch

General section



G

THE COMPANIES ACTS 1948 TO 1976

Statement as to affairs

Pursuant to section 372(1)(b) and 373(2)
of the Companies Act 1948

In the matter of a debenture or series of
debentures registered on 10.9.80 & 29.6.72 1982

Summary

Form No. 109

109

Please do not write in
this binding margin ↓

For official use

72

Company number

451788

Name of Company

Allerton Industries

Limited *

Statement as at the 24th day of September 19 82 being the date of the
appointment of the Receiver

We, David Owen Horton

of 1 The Firs, Ling Lane, Scarcroft, Leeds,

a director of the above-named company

and David Malcolm Temple

of 40 Walton Park, Pannal, Harrogate

the secretary thereof declare that the

statement made overleaf and the several lists hereunto annexed marked A to F
are a full, true and complete statement as to the affairs of the above-named company on
the 24th day of September 19 82 being the date of the appointment of
the Receiver. And we make this solemn declaration conscientiously believing the same to
be true, and by virtue of the Statutory Declarations Act 1835

Declared at Braintree

Signatures of declarants:—

West-Yulechani

this 13th day of January 1983

Before me

A Commissioner for Oaths

For Notary Public or
Justice of the Peace or
Solicitor having the powers
conferred on a
Commissioner for Oaths.
The Commissioner is
requested to read note 2
overleaf.

Presentor's name, address and
reference (if any)

For official use
Liquidation section

Post room



Statement as to affairs of **Allerton Industries Limited**

on 24th September 19 82 being the date of the appointment of the receiver

showing assets at the estimated realisable values and liabilities expected to rank

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering.

† Insert full name of company

ASSETS NOT SPECIFICALLY PLEDGED (as per list "A")		Estimated realisable values																																			
Balance at bank	£	-																																			
Cash in hand		825																																			
Marketable securities		-																																			
Bills receivable		-																																			
Trade debtors		-																																			
Loans & advances		-																																			
Unpaid calls		-																																			
Stock in trade		75,000																																			
Work in progress		850,000																																			
Freehold property		-																																			
Leasehold property		-																																			
Plant and machinery		30,000																																			
Furniture, fittings, utensils etc.,		-																																			
Patents, trade marks, etc.		-																																			
Investments other than marketable securities		-																																			
Other property, viz:- Motor Vehicles		9,510																																			
<table border="1"> <thead> <tr> <th>ASSETS SPECIFICALLY PLEDGED (as per list "B")</th> <th>(a) estimated realisable values</th> <th>(b) due to secured creditors</th> <th>(c) deficiency ranking as unsecured</th> <th>surplus carried to last column</th> </tr> </thead> <tbody> <tr> <td>Freehold property</td> <td>£ 325,000</td> <td>£ 325,000</td> <td>£ -</td> <td>£ -</td> </tr> <tr> <td>Book Debts</td> <td>485,376</td> <td>322,682</td> <td>-</td> <td>162,694</td> </tr> <tr> <td>Motor Vehicles</td> <td>15,150</td> <td>16,658</td> <td>1,508</td> <td>-</td> </tr> <tr> <td>Plant & Office Equipment</td> <td>3,000</td> <td>5,945</td> <td>2,945</td> <td>-</td> </tr> <tr> <td></td> <td>4,000</td> <td>3,123</td> <td>-</td> <td>877</td> </tr> <tr> <td></td> <td>832,526</td> <td>673,408</td> <td>£ 4,453</td> <td>£ 163,571</td> </tr> </tbody> </table>			ASSETS SPECIFICALLY PLEDGED (as per list "B")	(a) estimated realisable values	(b) due to secured creditors	(c) deficiency ranking as unsecured	surplus carried to last column	Freehold property	£ 325,000	£ 325,000	£ -	£ -	Book Debts	485,376	322,682	-	162,694	Motor Vehicles	15,150	16,658	1,508	-	Plant & Office Equipment	3,000	5,945	2,945	-		4,000	3,123	-	877		832,526	673,408	£ 4,453	£ 163,571
ASSETS SPECIFICALLY PLEDGED (as per list "B")	(a) estimated realisable values	(b) due to secured creditors	(c) deficiency ranking as unsecured	surplus carried to last column																																	
Freehold property	£ 325,000	£ 325,000	£ -	£ -																																	
Book Debts	485,376	322,682	-	162,694																																	
Motor Vehicles	15,150	16,658	1,508	-																																	
Plant & Office Equipment	3,000	5,945	2,945	-																																	
	4,000	3,123	-	877																																	
	832,526	673,408	£ 4,453	£ 163,571																																	
Estimated surplus from assets specifically pledged		163,571																																			
ESTIMATED TOTAL ASSETS AVAILABLE FOR PREFERENTIAL CREDITORS, DEBENTURE HOLDERS SECURED BY A FLOATING CHARGE AND UNSECURED CREDITORS† (carried forward to next page)		1,128,906																																			
SUMMARY OF GROSS ASSETS		(d) £																																			
Gross realisable value of assets specifically pledged		832,526																																			
Other assets		965,335																																			
GROSS ASSETS		£ 1,797,861																																			

† Please refer to note 1 overleaf before completing this form

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Please complete legibly, preferably in black type, or bold black lettering.

Please refer to note 1 overleaf before completing this form

ESTIMATED TOTAL ASSETS AVAILABLE FOR PREFERENTIAL CREDITORS DEBENTURE HOLDERS SECURED BY A FLOATING CHARGE AND UNSECURED CREDITORS† (brought forward from preceding page)		£
		1,128,906
(e)	LIABILITIES	
Gross Liabilities	(to be deducted from surplus or added to deficiency as the case may be)	
£	SECURED CREDITORS (as per List "B") to extent to which claims are estimated to be covered by Assets specifically pledged (item (a) or (b) on preceding page, whichever is the less) [Insert in "Gross Liabilities" column only]	
£68,955		
157,423	PREFERENTIAL CREDITORS (as per List "C")	157,423
	ESTIMATED BALANCE of assets available for Debenture-Holders secured by a floating charge, and Unsecured Creditors†	971,483
253,192	DEBENTURE HOLDERS secured by a floating charge (as per List "D")	253,192
	ESTIMATED SURPLUS/DEFICIENCY as regards Debenture Holders†	718,291
	UNSECURED CREDITORS (as per List "E"):-	
	Estimated unsecured balance of claims of Creditors partly secured on specific assets, brought from preceding page (c)	£
1,729,896	Trade Accounts	1,729,896
	Bills Payable	
	Outstanding Expenses	
64,900	Redundancy Pay - Estimated	64,900
18,000	Pay in Lieu of Notice - Estimated	18,000
	Contingent Liabilities (state nature):-	
		1,812,796
	ESTIMATED SURPLUS/DEFICIENCY AS REGARDS CREDITORS† being difference between:	
	GROSS ASSETS brought from preceding page (d)	£ 1,797,861
	and	
	GROSS LIABILITIES as per column (e)	2,892,366
£ 2,892,366		1,094,505
	ISSUED AND CALLED UP CAPITAL	
	_____ preference shares of _____ each	
	_____ called up	
	33,999 ordinary shares of £1 each	
	£33,999 called up	33,999
	170,000 'A' Ordinary shares of £1 each	
	£170,000 called up	170,000
		203,999
	ESTIMATED SURPLUS/DEFICIENCY as regards Members† (as per List "F")	£ 1,298,504

NOTES

1. These figures must be read subject to the following notes:—

(a) [There is no unpaid capital liable to be called up]*

~~[(The nominal amount of unpaid capital liable to be called up~~

~~is £_____ estimated to produce £_____ which is/is not~~
~~charged in favour of debenture holders]*~~

*delete as
appropriate

(b) The estimates are subject to costs of the receivership and to any surplus or deficiency in trading pending realisation of the assets.

2. The Commissioner is particularly requested, before accepting the Declaration to ascertain that the full name, address and description of each Declarant are stated, and to initial all crossings out or other alterations on the printed form. A deficiency in the Declaration in any of the above respects will entail its refusal, and will necessitate its being re-declared.

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION, 1207/11 May 1983
COMPANIES COURT.

To the Senior Official Receiver of the Court,
Atlantic House,

Holborn Viaduct, London, EC1N 2HD

Order pronounced this day by the Honourable Mr. Justice Harman
the Companies Act, 1948

No. 14 (Rule 38.)

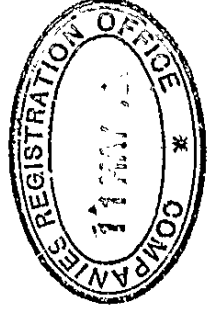
Notification to Official Receiver of Order
pronounced on Petition for Winding up.

No. 00 152 of 1983

for Winding Up the undermentioned Company under

Name of Company.	Registered Office of Company.	Petitioner's Solicitors.	Date of Presentation of Petition.
AURETON INDUSTRIES LIMITED	DARLINGTON ROAD NORTHALLERTON YORKSHIRE DL6 2NS	YOUNG JONES HAIR & CO. 2 SUFFOLK LANE CANNON STREET LONDON EC4 Tele: 01-62333501 Ref: 21	11th March 1983

Dated the 25th day of April 1983.



451788/74

No. 00 1512 of 1983

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

Mr. JUSTICE HARTMAN



L370/17th JUNE/83

Folio 176

B. 36

Monday the 25th day of APRIL 1983

IN THE MATTER OF ALLERTON INDUSTRIES LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT, 1948.

UPON THE PETITION OF HENRY BARRETT & SONS LIMITED
whose registered office is situate at Barrett
House Cutler Heights Lane Dudley Hill Bradford
BD4 9HU a Creditor

of the above-

named Respondent Company on the 14th MARCH 1983
preferred unto this Court And Upon Hearing Counsel for the
Petitioner for the said Respondent Company and for



respectively ~~Creditors of the said Respondent Company supporting~~
~~the said Petition~~ and no-one appearing for or on behalf of the said
Respondent Company although it has been duly served with the said
Petition as by the Affidavit of GEORGE ALEC EDWARD WARD
filed the 8th APRIL 1983 appears
And upon reading the said Petition an Affidavit of JACK
NEWSOME

filed the 18th MARCH 1983 (verifying the said Petition) and
the "London Gazette" dated the 6th APRIL
(containing an advertisement of the said Petition)



THIS COURT DOTH ORDER that the said ALLERTON INDUSTRIES

Limited be wound up by this Court under the provisions of the Companies Act, 1948

And It Is Ordered that one of the Official Receivers attached to this Court be constituted Provisional Liquidator of the affairs of the said Company

And It Is Ordered that the costs of the Petitioner ~~and of the said Company and of the said~~

~~of the said Petition be taxed and paid out of the assets of the said Company but on such taxation only one set of costs is to be allowed between the said~~

JOHN BRADBURN

Registrar

NOTE.—It will be the duty of such of the persons as are liable to make out or to concur in making out a statement of affairs as the Official Receiver may require to attend on the Official Receiver at such time and place as the Official Receiver may appoint and to give him all information he may require



25th April 1983

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

Mr. JUSTICE HARMAN

Allerton Industries

Re Young Jones Hair & Co.

LIMITED



Draft
MB

Order

to wind up compulsorily.

YOUNG JONES HAIR & CO.
2 SUFFOLK LANE
CANNON STREET
LONDON
EC4

Ref: 21

G

THE COMPANIES ACTS 1948 TO 1976

Receiver or manager's abstract of receipts and payments

Form No. 57

57

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

1713

491788

Name of company

*delete if inappropriate

ALLERTON INDUSTRIES	Limited*
---------------------	----------

†delete as appropriate

(X) [We]† Nigel James Hamilton and John Warren
of Ernst & Whinney, Lowry House, 17 Marble Street, Manchester
M2 3AW

‡Enter description and date of instrument containing the powers under which receiver or manager is appointed

appointed [receiver & manager]† of the above-named company under the powers contained in†

a fixed charge dated 10 September 19 80
present overleaf [my]† abstract of receipts and payments for the period from 24 September 1982 to 23 March 1983

number of continuation sheets (if any) attached

☐

Signed

Nigel Hamilton *John Warren*

Date

Presentor's name, address and reference (if any): A86 I AJN SK

ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

For official use
Liquidation section

Post room



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binding margin

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In black
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Please complete
legibly, preferably
in black type, or
bold black lettering

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment

page 2

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Payments

Brought forward £

p

Carried forward

G**THE COMPANIES ACTS 1948 TO 1976****Receiver or manager's abstract of receipts and payments****57**

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

76

451788

Name of company

*delete if
inappropriate

ALLERTON INDUSTRIES

Limited*

†delete as
appropriate[N (We)]† Nigel James Hamilton and John Warrenof Ernst & Whinney, Lowry House, 17 Marble Street, Manchester M2 3AW†Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointedappointed Receivers and Managers of the above-named company under the powers contained in†

A fixed charge

dated 10 September 1980

present overleaf [my] [our]† abstract of receipts and payments for the period from

24 March 83

to

23 September 1983

number of continuation sheets (if any) attached

☐

Signed

Date

Presentor's name, address and
reference (if any): A86 I AJD SKERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AWFor official use
Liquidation section

Post room



Receipts

Note

Payments

Brought forward

3

p

176116

185

234741

90

7200

00

44728

10

5131

94

10000

00

700

00

3500

00

976

180

479

96

44728

10

Carried forward

528303

165

[illegible]



THE COMPANIES ACTS 1948 TO 1976

Receiver or manager's abstract of receipts and payments

57

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not
write in this
binding marginPlease complete
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bold block lettering

To the Registrar of Companies

For official use

Company number

175

451788

Name of company

*delete if
inappropriate

ALLERTON INDUSTRIES

Limited*

†delete as
appropriate

[X] [We]† Nigel James Hamilton and John Warren

of Ernst & Whinney

Lowry House

17 Marble Street

Manchester M2 3AW

‡Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointedappointed ~~Receiver and Managers~~ of the above-named company under the powers contained in†

A floating charge dated 29 June 1972

present overleaf [my] [our]† abstract of receipts and payments for the period from

24 September 82 to 23 September 83

number of continuation sheets (if any) attached

☐

Signed

Date

Presentor's name, address and
reference (if any): A86 I AJD SKERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

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Liquidation section

Post room



ABSTRACT

Please do not
write in this
binding margin.



Please complete legibly, preferably in black type, or bold block lettering.

Note

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment

Receipts		
Brought forward	£	p
	N I L	
Bank interest	13050	21
Trading sales	308073	97
Sale of surplus steel stock	30258	79
Sale of Biziou Building	32500	00
Sale of vehicles	39305	00
Sale of plant and machinery	61863	99
Cash in hand	724	42
Tradings cost and expenses recharged to book debts account	3500	00
Miscellaneous	2452	31
Receipt liable for repayment	4843	11
V.A.T. (on above where applicable)	84618	95
Carried forward	1581190	75
Payments		
Brought forward	£	p
	N I L	
Preferential salaries and wages	36344	41
Receivership salaries and wages	361207	36
Receivers' fees - on account	60000	00
Employees expenses	977	15
Legal and professional fees	39743	55
Settlement of legal actions re- Biziou building	19500	00
Insurance	19651	75
Settlement of hire purchase	41162	45
Preparation of Statement of Affairs	1087	39
Electricity Arrears	6339	32
Settlement of liens	10918	99
Settlement of reservation of title claims	23970	44
Trading costs and expenses	567902	20
V.A.T. (on above where applicable)	102968	87
Carried forward	1291773	88

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Please complete
legibly, preferably
in black type, or
bold block lettering

Payments

Brought forward £

p

Carried forward

THE COMPANIES ACTS 1948 TO 1981

Receiver or manager's abstract of receipts and payments

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not
write in this
binding marginPlease complete
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in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[1717]

451786

Name of company

*delete if
inappropriate

ALLERTON INDUSTRIES

limited*

†delete as
appropriate

I [We]† Nigel James Hamilton and John Warren

of Ernst & Whinney, Lowry House, 17 Marble Street, Manchester M2 3AW

†Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointed

appointed [receiver]† of the above-named company under the powers contained in†

a fixed charge

dated 10 September 1980

present overleaf [my] [our]† abstract of receipts and payments for the period from

24 September 1983 to 23 March 1984

number of continuation sheets (if any) attached

☐

Signed

Date

12 APR 1984

Presenter's name, address and
reference (if any): A86 I AJD SK

ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

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Post room



Receipts



Note

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment.

page 2

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Please complete
legibly, preferably
in black type, or
bold black lettering

Payments

Brought forward 2 0

Carried forward



THE COMPANIES ACTS 1948 TO 1976

Receiver or manager's abstract of receipts and payments

57

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

[718]

45171

Name of company

*delete if
inappropriate

ALLERTON INDUSTRIES

Limited*

†delete as
appropriate[X] [We]† Nigel James Hamilton and John Warrenof Becket House, Lambeth Palace Road, London SE1 7EU andLowry House, 17 Marble Street, Manchester, M2 3AW.Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointedappointed ^{receivers and managers} ~~[receiver]~~ ~~[manager]~~ of the above-named company under the powers contained in†

a fixed charge

dated 10 September 1980present overleaf ~~[my]~~ [our]† abstract of receipts and payments for the period from24 March 1984

to

23 September 1984

number of continuation sheets (if any) attached



Signed

Date 24/10/84Presenter's name, address and
reference (if any): A86 I HEW LSERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AWFor official use
Liquidation section

Post room



Receipts

Note

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment.

[illegible]

Payments

Brought forward	£	p
	537,540	63
Debenture holders	51,120	00
Interest paid to debenture holder	2,019	00
Tax on interest	865	29
Legal and professional fees	109	90
Sundries	74	04
Repayment to floating charge account of monies due to debenture holder	17,463	18
Carried forward	609,192	04

G

THE COMPANIES ACTS 1948 TO 1976
Receiver or manager's abstract of
receipts and payments

Form No. 57

57

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

Please do not
write in this
binding margin

Please complete
legibly, preferably
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bold block lettering

To the Registrar of Companies

For official use Company number

1719

451788

Name of company

ALLERTON INDUSTRIES

Limited*

*delete if
inappropriate

delete as
appropriate

[X] [We]† Nigel James Hamilton and John Warren

of Becket House, Lambeth Palace Road, London, SE1 7EU and

Lowry House, 17 Marble Street, Manchester, M2 3AW.

Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointed

appointed receivers and managers of the above-named company under the powers contained in†

charges dated 29 June 1972 and 17 October 1980

dated 19
present overleaf [X] [our]† abstract of receipts and payments for the period from 24 September 1983 to 23 September 1984

number of continuation sheets (if any) attached

Signed

Date 22/10/84

Presentor's name, address and
reference (if any): A86 I HEW LS

ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

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The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment.

page 2



THE COMPANIES ACTS 1948 TO 1976
Receiver or manager's abstract of
receipts and payments

57

Pursuant to sections 372(2) and 374(1) of the Companies Act 1948

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To the Registrar of Companies

For official use

Company number

1810

451788

*delete if
inappropriate

Name of company

ALLERTON INDUSTRIES

Limited*

†delete as
appropriate

[X] [We]† Nigel James Hamilton and John Warren

of Becket House, 1 Lambeth Palace Road London and

Lowry House, 17 Marble Street, Manchester, M2 3AW

‡Enter description
and date of
instrument
containing the
powers under
which receiver
or manager is
appointed

appointed ^{receivers and managers} ~~(receiver) (manager)~~ of the above-named company under the powers contained in†

a fixed charge dated 10 September 1980

present overleaf [my] [our]† abstract of receipts and payments for the period from

24 September 1984 to 23 March 1985

number of continuation sheets (if any) attached

Signed

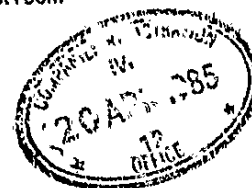
Date 19/4/85

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reference (if any): A86 I HEW LS

ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

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Brought forward £ p

Please complete legibly, preferably in black type, or bold block lettering

Note
The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment

Interest earned

636,656 63
1,484 06

Payments

Carried forward 638,140 69

Brought forward £ p

Legal fees

609,192 04

General costs and expenses

40 00

Receivers' fees

19 19

5,000 00

Carried forward 614,251 23

M

COMPANIES FORM No. 497

Receiver or manager's abstract of receipts and payments**497**Please do not
write in
this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
hold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

451788

Name of company

*

ALLERTON INDUSTRIES LIMITED

We Nigel James Hamilton and John Warren

of Becket House, 1 Lambeth Palace Road, London SE1 7EU

Lowry House, 17 Marble Street, Manchester M2 3AW

* Insert full name
of company† delete as
appropriateReceivers & Managers
appointed [Receiver] [manager] [Receiver and manager] of the company on

24 September 1982

present overleaf [my][our]† abstract of receipts and payments for the period
from

24 March 1985

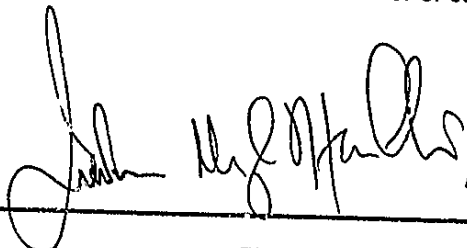
to

23 September 1985

number of continuation sheets (if any) attached

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Signed



Date 19/11/85

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JordansJORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON W1 6EE
TELEPHONE 01 253 3030
TELEX 281010

Page 1

Presentor's name address and
reference (if any): A86 I HEW SKERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AWFor official Use
Liquidation Section

Post room



ABSTRACT

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write in this margin

Please complete legibly, preferably in block type, or bold block letter.

NOTE

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment.

† delete as appropriate

[illegible]

M

COMPANIES FORM No. 497

Receiver or manager's abstract of receipts and payments

497

Please do not
write in
this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

† delete as
appropriate

To the Registrar of Companies

For official use

Company number

--	--	--	--

451788

Name of company

* ALLERTON INDUSTRIES LIMITED

We Nigel James Hamilton and John Warren
of Becket House, 1 Lambeth Palace Road, London SE1 7EU
and Lowry House, 17 Marble Street, Manchester M2 3AW

~~receivers and managers~~
appointed ~~(receiver)(manager)(receiver and manager)~~† of the company on

24 September 1982

present overleaf ~~(my)(our)~~† abstract of receipts and payments for the period
from

24 September 1984

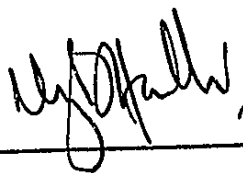
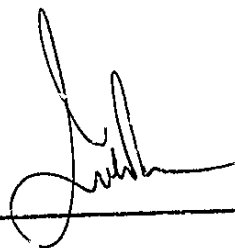
to

23 September 1985

number of continuation sheets (if any) attached

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Signed



Date 12/3/86

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JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 281010



Page 1

Presenter's name address and
reference (if any): A86 I HEW LS

ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AW

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Liquidation Section

Post room



Please do not
write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment

† delete as appropriate

Page 2

**Receiver or manager's abstract of
receipts and payments****497**Please do not
write in
this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--

451788

Name of company

* ALLERTON INDUSTRIES LIMITED

* insert full name
of companyX/We NIGEL JAMES HAMILTON AND JOHN WARRENof Becket House, 1 Lambeth Palace Road, London SE1 7EU and
Lowry House, 17 Marble Street, Manchester M2 3AW† delete as
appropriateappointed [~~receiver~~][~~manager~~][~~receivers and manager~~]† of the company on

24 September 1982

present overleaf [~~my~~][~~our~~]† abstract of receipts and payments for the period
from

24 September 1985

to

23 March 1986

number of continuation sheets (if any) attached

Signed

Date 21/5/86

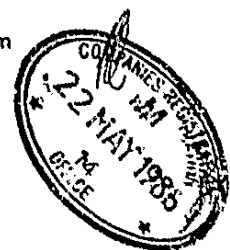
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JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 261610

Page 1

Presenter's name address and
reference (if any):ERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
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Receipts

22

1

639, 54, 24

Interest

1.131.90

Realisation of assets

10,000.00

650,722	14
---------	----

† delete as appropriate

Payments

Brought forward from previous Abstract (if any)

F

P

614.251 23

Receivers fees

10,000	00
--------	----

General costs and expenses

10 | 00

624,261

23

Page 2

M

COMPANIES FORM No. 497

Receiver or manager's abstract of receipts and payments**497**Please do not
write in
this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

☐☐☐☐

451788

Name of company

* ALLERTON INDUSTRIES LIMITED

* Insert full name
of companyWe NIGEL JAMES HAMILTON AND JOHN WARRENof Becket House, 1 Lambeth Palace Road, London SE1 7EU
and Lowry House, 17 Marble Street, Manchester M2 3AW† delete as
appropriateappointed ~~receiver~~ ~~manager~~ [receives and manages] of the company on

24 September 1982

present overleaf ~~my~~ ~~our~~ † abstract of receipts and payments for the period
from

24 September 1985

to

23 September 1986

number of continuation sheets (if any) attached

Signed

Date 3/11/86

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Page 1

Presenter's name address and
reference (if any): H86 I HEWERNST & WHINNEY
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write in this margin

Please complete legibly, preferably in black type, or bold block letter.

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment.

† delete as appropriate

Page 2

M

COMPANIES FORM No. 497

Receiver or manager's abstract of receipts and payments**497**Please do not
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this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

451788

Name of company

* ALLERTON INDUSTRIES LIMITED

* Insert full name
of company

We NIGEL JAMES HAMILTON AND JOHN WARREN

of Becket House, 1 Lambeth Palace Road London SE1 7EU

and Lowry House, 17 Marble Street, Manchester M2 3AW

† delete as
appropriateappointed ~~receiver~~ ~~manager~~ ~~receiver and manager~~† of the company on

24 September 1982

present overleaf ~~(my)~~ ~~(our)~~† abstract of receipts and payments for the period
from

24 March 1986

to

23 September 1986

number of continuation sheets (if any) attached

Signed

Date 3/11/86

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Page 1

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reference (if any): A86 I HEWERNST & WHINNEY
LOWRY HOUSE
17 MARBLE STREET
MANCHESTER
M2 3AWFor official Use
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Receipts

Brought forward from previous Abstract (if any)

£

p

650,722 14

Interest

1,849 71

Please complete
legibly, preferably
in black ink, or
bold block lettering

NOTE

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment

Carried forward to [continuation sheet][next abstract]†

652,571 85

† delete as appropriate

Payments

Brought forward from previous Abstract (if any)

£

p

624,261 23

Secured Creditors

27,953 62

Professional fees

357 00

Carried forward to [continuation sheet][next abstract]†

652,571 85



Receiver or manager's abstract of receipts and payments

497

Please do not write in this margin

Pursuant to section 497 or 498 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] []

451788

Name of company

*

Allerton Industries Limited

* Insert full name of company

I/We Nigel James Hamilton and John Warren

of Becket House, 1 Lambeth Palace Road, London, SE1 7EU and

Lowry House, 17 Marble Street, Manchester, M2 3AW

† delete as appropriate

appointed ~~(receiver)(manager)(receiver and manager)~~ ^{receivers and managers} of the company on

24 September 1982

present overleaf ~~(my)(our)~~† abstract of receipts and payments for the period from

24 September 1986

to

27 November 1986

In respect of fixed charge appointments

number of continuation sheets (if any) attached

[]

Signed

[Signature] *[Signature]*

Date

27 November 1986

Presenter's name address and reference (if any): A96 I HEW LS

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Receipts

Please complete legibly, preferably in black type or bold black lettering.

[illegible]

NOTE

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment

† delete as appropriate

Payments

[illegible]

Receiver or manager's abstract of receipts and payments

497

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Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] []

451788

Name of company

*
ALLERTON INDUSTRIES LIMITED

* Insert full name of company

At We Nigel James Hamilton and John Warren
of Becket House, 1 Lambeth Palace Road, London SE1 7EU and
Lowry House, 17 Marble Street, Manchester M2 3AW

† delete as appropriate

appointed ~~receiver~~ ~~manager~~ ~~receiver and manager~~ ~~receiver and manager~~ of the company on

24 September 1982

present overleaf ~~my~~ ~~our~~† abstract of receipts and payments for the period from

24 September 1986

to

27 November 1986

In respect of floating charge appointments

number of continuation sheets (if any) attached

[]

Signed

[Signature]

[Signature]

Date

27 November 1986

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17 MARBLE STREET
MANCHESTER
M2 3AW

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[illegible]

Nil

Carried forward to [continuation sheet] [next abstract]

1,647,223	34
-----------	----

[illegible]

Ni 1

Carried forward to {continuation sheet} {next abstract}†

1,647,223	34
-----------	----

NOTE

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since the date of appointment.

† delete as appropriate

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No. 001512 of 1983

IN THE MATTER OF ALLERTON INDUSTRIES LIMITED
and

IN THE MATTER OF THE COMPANIES ACT, 1985

WHEREAS in accordance with the provisions of Section 545 of the Companies Act 1985 the Official Receiver attached to the Court has applied to the Secretary of State for his release as Liquidator of the above-named company.

NOW the Secretary of State in exercise of his powers under the said Section 545 does hereby order that the release of the said Official Receiver as such Liquidator be and the same is hereby granted.

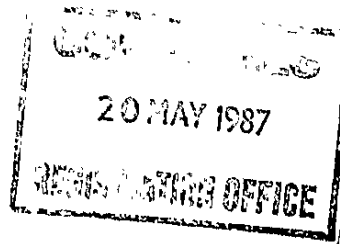
DATED this 12th day of MAY 1987



An authorised Officer of the
Department of Trade and Industry

OR Rel (CL)3

KEEABR





Department of Trade and Industry
COMPANIES REGISTRATION OFFICE
Companies House Crown Way
CARDIFF CF4 3UZ

Tel: Cardiff (0222) 890018

ALLERTON INDUSTRIES LIMITED
DARLINGTON ROAD
NORTHALLERTON
YORKSHIRE
DL6 2NJ

Please address any reply to the Registrar

quoting reference DEF6 451788

Gazette Date¹² APRIL 1988

COMPANIES ACT 1985

ALLERTON INDUSTRIES LIMITED

In pursuance of section 652 of the Companies Act 1985 the Registrar of Companies gives NOTICE that at the expiration of three months from the date of this Notice the name of your company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

P F McKeever

P F McKEEVER
for Registrar

2855

FILE COPY

H0602

DISSOLVED

451788 ALLERTON INDUSTRIES LIMITED

This Company was struck off the Register under Section
652(5) of the Companies Act 1985 on 2 AUGUST 1988
and dissolved by notice in the London Gazette dated 23 AUGUST 1988

P F McKEEVER

(P F McKEEVER)
for Registrar

DEF 1 SENT	13/11/87
DEF 2 SENT	22/01/88
DEF 3 SENT	26/02/88
FIRST GAZ	12/04/88

2114

HC001