

THE COMPANIES ACT, 1929



Any Companies
Registration Fee
Stamp must be
impressed here.

REGISTERED
5 JUN 1941

DECLARATION OF COMPLIANCE with the requirements of the Companies

Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of
the Company

F. J. GIBSON (HAULAGE)
LIMITED.

Presented for registration by

Leach, Johnson, Travis & Co.,
Chartered Accountants,
3, Queen Street,
Manchester 2.

CHAS. DAVY & CO., LTD.
Company Printers & Stationers.

Executive Offices & Works:

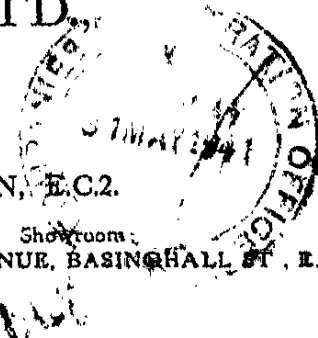
5 & 7, MONKWELL STREET, LONDON, E.C.2.

HEAD OFFICE: E.C.2

11, MASON'S AVENUE, BASINGHALL ST., E.C.2.

Telephone: NATIONAL 2363 (3 lines)

Showrooms:



I. FRANK JOSHUA GIBSON

of Holwood, Broadway, Wilmslow, Chesh.

(a) Here insert: Do solemnly and sincerely declare that I am (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."

a person named in the Articles of Association

as a Director

of

F. J. GIBSON (HAULAGE)

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 Albion in the

County of Cheshire

the 8 day of May 1941

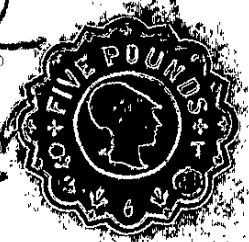
Before me

A Commissioner for Oaths. [or a Notary Public or
Justice of the Peace.]

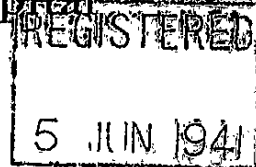
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THE STAMP ACT, 1891.
(54 & 55 Vic., Ch. 39.)

COMPANY LIMITED BY SHARES.



Statement of the Nominal Capital
OF



F. J. GIBSON (HAULAGE)

LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and by Section 41 of the Finance Act 1933.

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

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

Presented for registration by

.....Leach, Johnson, Travis & Co.,.....
Chartered Accountants,
5, Queen Street,
.....Manchester 2.

CHAS. DAVY & CO., LTD.,
Company Printers & Stationers.

Executive Offices & Works:

3-11, PINE STREET, ROSEBERY AVENUE, LONDON, E.C.1. //

SHOWROOM:

.....BASILDALE ST., E.C.2.

3, MILK STREET, CHEAPSIDE, E.C.2.

NOT - This margin is reserved for binding and must not be written upon.

THE NOMINAL CAPITAL

OF

F. J. GIBSON

..... Limited.

is £.1000....., divided into One thousand

Shares of One Pound.....each.

*Signature.....

Frank Gibson

Officer..... Director.

Dated the..... 28th.....day of May..... 1941.

*This Statement should be signed by an Officer of the Company.

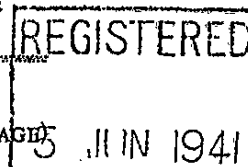


The Companies Act, 1929.

COMPANY LIMITED BY SHARES.



Memorandum of Association
OF
F. J. Gibson (Haulage) Limited



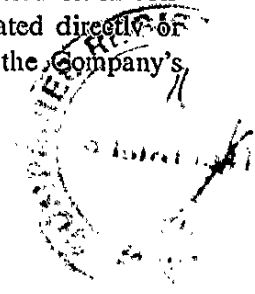
1. The name of the Company is "F. J. GIBSON (HAULAGE) LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are—

- (A) To carry on business as haulage and general carriers and contractors, railway, transport, forwarding and shipping agents, customs' clearing agents, carting contractors, bonded carmen, common carmen, storage proprietors, general warehousemen, removers and storers and all business connected with the collection and transport of goods, parcels and passengers.
- (B) To carry on the business of shipowners, charterers, freighters, bargeowners, lightermen, importers, exporters, wharfingers, merchants, owners or hirers of abattoirs, refrigerators, quays, warehouses, sheds, offices or other buildings.
- (C) To carry on business as automobile, motor, electrical and general engineers; repairers, cleaners, hirers, storers and warehousemen of motor lorries, motor cars, motor cycles, aeroplanes, bicycles, carriages and vehicles of all kinds whether moved by mechanical power or not; manufacturers, repairers, hirers, and general dealers either wholesale or retail in all electrical, automobile, motor and other equipment, appliances, apparatus and accessories; and manufacturers, makers, dealers, merchants and shippers of all articles, equipment and accessories of any descriptions applicable to, used in or required for all engineering and allied trades and to carry on any other business or trade (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.

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- (D) To develop the resources of any property for the time being belonging to the Company in such manner as the Company may think fit.
- (E) To manage, purchase or otherwise acquire, take on lease or hire lands, houses, buildings, easements, properties, chattels, rights, secret processes, inventions, patents, copyrights, designs and trademarks or all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purpose of the Company, and pay for any assets acquired by the Company by shares, debentures, bonds, cash, or otherwise, either in this or any other company, whether fully paid or otherwise.
- (F) To form, promote, subsidise and assist companies, syndicates or partnerships of all kinds, and to issue on commission or otherwise underwrite, subscribe for, and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital, or securities, or obligations of any such companies, syndicates or partnerships, and to pay or provide for brokerage commission and underwriting in respect of any such issue.
- (G) To enter into partnerships, or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person or company, carrying on business within the objects of this Company.
- (H) To work, improve, manage, develop, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, and to sell the property, business or 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.
- (I) To construct, erect, maintain, alter, replace or remove, any buildings, works, offices, erections, plant, machinery, tools, or equipment, as may seem desirable for any of the business or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with, in connection with any of the Company's objects.

- (j) To borrow and raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, mortgages, charges, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and undertaking, including its uncalled capital.
- (k) To make, draw, accept, indorse and negotiate bills of exchange or other negotiable instruments.
- (l) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commissions to and remunerate any person or company for services rendered in placing, or assisting to place, any of the shares in the Company's capital, or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (m) To remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (n) To make donations to such persons, and in such cases, and either of cash or other assets, as the Company may think directly or indirectly conducive to any of its objects, or otherwise expedient.
- (o) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal, or realisation of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (p) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, debentures or debenture stock, or other securities, or obligations of any company, and to invest or lend any of the moneys of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- (q) To procure the Company to be registered or recognised in any country or place abroad.
- (r) To appoint any person or persons, firm or firms, company or companies, to be the agent or agents of the Company, and to act as agents, managers, secretaries, contractors or in similar capacity.

- (s) To give credit to or guarantee, or become security for or for the performance of any contract by any person, firm, company, association or society which may be desirable in the interests of the Company.
- (t) To insure the life of any person who may, in the opinion of the Company, be of value to the Company, as having or holding for the Company interests, goodwill, or influence or other assets, and to pay the premiums on such insurance.
- (u) To promote, contribute to, or assist financially or otherwise any fund for the benefit, wholly or partly, of employees or ex-employees of the Company, or their relatives, children, or dependants, or any other charitable purpose, and to promote, enter into, and carry into effect any scheme for the sharing of profits with employees.
- (v) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- (w) To do all such acts or things as are incidental or conducive to the attainment of the above objects, or any of them.

It is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed.

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 with power to increase the capital and to consolidate and sub-divide the same. The Shares in the original or any increased capital may be divided into several classes, or there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, redemption, voting or otherwise.

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 (in words).
<i>Frank Joshua Gibson.</i> <i>Holwood, Broadway,</i> <i>Wilmslow, Cheshire.</i> <i>Builder.</i>	<i>one.</i>
<i>Hilda Mary Gibson</i> <i>Holwood - Broadway.</i> <i>Wilmslow - Ches.</i> <i>Married woman.</i>	<i>One.</i>

Dated this *28th* day of *May* 1941.

Witness to the above Signatures—

Charles W. Grand

3 Queen Street

Manchester 2

Chartered Accountant

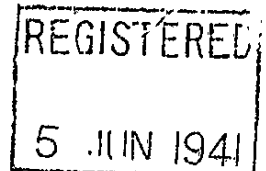


The Companies Act, 1929.

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COMPANY LIMITED BY SHARES.



Articles of Association OF

F. J. Gibson (Haulage) Limited

1. Subject as hereinafter provided, the Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1929, shall apply to this Company.

2. Clauses 7, 64, 65, 66, 69, 71, 72, 82, 101 and 104 of Table 'A' shall not apply to the Company, but the remaining clauses of Table 'A' subject to the modifications hereinafter expressed, and the clauses hereinafter contained, shall be the Regulations of the Company.

3. The Company is registered as a "Private Company," and accordingly—

- (A) The right to transfer the shares of the Company is restricted in manner hereinafter appearing; and
- (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty; and
- (C) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARES.

4. In clause 2 of Table 'A' the words "Ordinary Resolution" shall be substituted for the words "Special Resolution."

5. The Company (or the Directors on behalf of the Company) may exercise the powers of paying commission conferred by the Companies Act 1929 section 43, provided that the amount or rate per cent. of the commission paid or agreed to be paid shall be disclosed in the manner required by that section, and shall not exceed five per cent. of the price at which such shares are issued, or an amount equivalent thereto. The Company (or the Directors on behalf of the Company) may also, on the issue of shares, pay such brokerage as may be lawful.

6. The Company shall be entitled to treat the registered holder of any share as the absolute owner, and it shall not be bound to recognise any trust, charge, equity or equitable claim to, or partial interest in such share whether or not it shall have express or other notice thereof.

LIEN.

7. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of each member, whether solely or jointly with others, and upon the proceeds of sale thereof in respect of his indebtedness to the Company on any account whatsoever, whether solely or jointly with any other person and such lien shall extend to all dividends from time to time declared in respect of such share.

TRANSFER OF SHARES.

8. Any member (hereinafter called the Vendor) who wishes to transfer any of his shares shall by writing under his hand, notify the Board of Directors of his intention. The Board and the Vendor shall within a period of one calendar month of the date of such notice, proceed to fix the price of such shares, and in case of difference, the price shall be fixed by the Auditor of the Company, by writing under his hand. The price so fixed by the Auditor shall be conclusive and binding on the Vendor.

9. The Board shall, within a period of 14 days after the fixing of the price of the said shares, notify by letter all the members, of the number of the shares to be sold and the price, and shall invite each member to state in writing within 14 days of the date of the said letter the number of shares he is willing to purchase.

10. After the expiration of 14 days from the date of the notice given by the Board to the members, the Board shall proceed to divide the Vendor's said shares amongst the members who are willing to purchase, such division

to be pro rata according to the number of shares already held by them respectively, except that no member shall be bound to accept more shares than the number notified by him to the Board as aforesaid.

11. Upon such division being made the Vendor shall be bound to transfer the said shares to the purchasers upon payment of the price. If he fails to do so the Board shall be entitled to enter the names of the Purchasers in the Register of Members as holders of the said shares, by transfer, and the Board shall receive and give a good discharge for the purchase money, and shall credit the account of the Vendor with the money so received.

12. In the case of all the said shares not being sold under the above provisions, the Vendor shall be entitled, subject to the next succeeding article, at any time within six calendar months after the expiration of the notice given by the Vendor to the Board of his intention to sell, to transfer the shares not sold to any person at any price.

13. In clause 19 of Table 'A,' between the words "the Directors may" and the word "decline" the words "in their absolute discretion and without assigning any reason therefor" shall be inserted, and in the same clause the words "not being fully paid shares" shall be omitted:

GENERAL MEETINGS.

14. The words "one member" shall be substituted for "two members" in Clauses 39 and 41 of Table 'A.'

15. Two members shall constitute a quorum, and clause 45 of Table 'A' shall be modified accordingly.

16. A poll may be demanded by two members or the holder of not less than one tenth of the shares of the Company for the time being issued and entitled to vote, and clause 50 of Table 'A' shall be modified accordingly.

17. In clause 59 of Table 'A' the words "A proxy need not be a member of the Company" shall be deleted and the following words shall be substituted in their place:—"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 is appointed to act at that Meeting as proxy for or representative of a Corporation, but a proxy for or representative of a Corporation, unless entitled on his own behalf to be present and vote at the Meeting, shall not act except for the Corporation which appoints him."

DIRECTORS.

18. The number of the Directors shall be not less than two nor more than five. Two Directors personally present shall constitute a quorum. The Company in general meeting may reduce or increase these limits.

19. The qualification of a Director shall be the holding of shares in the Company of the nominal value of £1. A Director may act before he acquires his qualification shares.

20. A resolution in writing signed by all the Directors shall have the same effect and validity as if it were passed at a meeting of the Board duly convened and constituted.

21. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses reasonably incurred by them respectively in or about the performance of their duties as Directors.

22. The first Directors shall be Frank Joshua Gibson and Hilda Mary Gibson, both of Holwood, Broadway, Wilmslow, Cheshire.

BORROWING POWERS.

23. Until the Company in General Meeting shall otherwise resolve the Directors may issue debentures, bonds or obligations of the Company at any time and in any form or manner and for any amount, and may raise or borrow any sums of money either upon mortgage or charge of any property of the Company including its uncalled capital, or on bonds or debentures or otherwise as they may think fit, and they may cause or permit any such mortgages, charges, bonds, debentures or obligations to be redeemed or transferred as they may think fit.

SEAL.

24. The Directors may affix the Common Seal to any document provided that such document be also signed by two Directors, or by one Director and the Secretary, or such other person as the Directors may appoint for the purpose.

DISQUALIFICATION OF DIRECTORS.

25. The office of Director shall be vacated if the Director—

- (A) Resigns his office by notice in writing to the Company; or
- (B) Becomes bankrupt or insolvent, or compounds with his creditors; or
- (C) Is found lunatic or becomes of unsound mind; or
- (D) Ceases to hold his qualification, or does not obtain the same within two calendar months from the date of his appointment; or

- (15) If he is prohibited from being a Director by an order made under any of the provisions of the Companies Act 1929 section 217 or section 275.

26. Any Director may contract or be interested in any contract or arrangement with the Company, and such contract or arrangement shall not by reason of his position as a Director of the Company be avoided, nor shall such Director be liable, by reason of his position as Director, to account to the Company for any profit made by him arising out of such contract or arrangement. Every Director being interested in any contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest therein in manner required by section 149 of the Companies Act 1929. A Director shall be entitled to vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, after he has disclosed to the Board that he is interested therein. A Director may hold any other office of profit under the Company, except that of Auditor, upon such terms and conditions as to remuneration and otherwise as the Directors may arrange.

NOTICES.

27. Where a notice is sent by post it shall be deemed to have been served on the day on which it was posted, and clause 103 of Table 'A' shall be modified accordingly.

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

INDEMNITY.

29. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (c) of the proviso to Section 152 of the Companies Act 1929) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

WINDING UP.

30. In a winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is determined to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as, if such resolution were a Special Resolution passed pursuant to Section 234 of the Companies Act 1929.

 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Frank Joshua Gibson,
 Holwood Broadway,
 Wilmslow, Cheshire.
 Builder.

Hilda Mary Gibson.
 Holwood - Broadway -
 Wilmslow. Ches.
 Married women.

Dated this 10th day of May 1941.

Witness to the above Signatures—

W. A. Hobson

3 Queen Street
 Manchester 2

Chartered Accountant



Certificate of Incorporation

I Hereby Certify,

J. GIBSON (HAULAGE) LIMITED

incorporated under the Companies Act, 1929, and that the Company was

formed at ~~London~~ this fifth day of June

1941 and forty-one.

R. Austin

Registrar of Companies

Regd. Bk.

Date 5. 6. 41