

## 412



**\*Insert full name  
of Company**

**Company number**

1 - 1 - 1 - 1  
 1 - 1 - 1 - 1  
 1 - 1 - 1 - 1

1581421

WENPORT Limited

of ~~87/89~~ Tabernacle Street, London EC2A 4BA.

do solemnly and sincerely declare that I am a person named as Director / ~~Secretary~~ of the  
Company in the statement delivered under Section 21 of the Companies Act 1976.

of WENPORT Limited

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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 188/191 Bishopsgate,  
London E.C.2.

**Signature of Declarant**

the 20<sup>th</sup> day of July

One thousand nine hundred and eighty one

before me                     

**A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths**

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

**CRAY'S INK COMPANY FORMATIONS LTD.**  
**87-89 TABERNACLE STREET,**  
**LONDON, EC2A 4BA, ENGLAND.**

**Reference:-**

For official use  
General section

**[Post room**

31 JUL 1969

# Statement on formation of a company to be incorporated with limited liability under the Companies Act 1948

Pursuant to Part V of the Finance Act 1973

Please do not write in this binding margin.

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

\*delete if inappropriate

†Distinguish between ordinary, preference, etc.

For official use Company number

Please do not write in the space below. For Inland Revenue use only

Name of company

[ ] [ ] [ ] [ ]

1581421/2

WENPORT Limited\*

A Nominal Capital		£ 100	
Description of shares†	Ordinary		
B Nominal value of each share	£ 1	£	£
C Number of shares taken on incorporation	Two		
D Total amount payable on each (including premium if any)	£ Nil	£	£
E Amount paid or due and payable on each	£ Nil	£	£
F Total amount paid or due and payable in respect of C	£ Nil		
G Capital duty payable on F at £1 per £100 or part of £100	£ Nil		

## Notes

This form must be delivered to the Registrar of Companies when applying for incorporation of the company.

If amounts are contributed otherwise than in cash, that fact with full particulars must be stated and attached to this form.

☐

Please tick box if attached

I hereby certify that the above particulars are correct in all respects

Signed \_\_\_\_\_ [Director] {Secretary}†

Date

19 JUL 1981

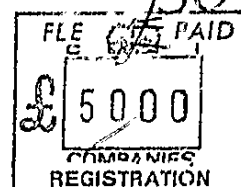
Presentor's name, address and reference (if any):

GRAY'S INN COMPANY FORMATIONS LTD.  
87-89 TABERNACLE STREET,  
LONDON, EC2A 4BA, ENGLAND.

Reference:-

For official use  
Capital section

Post room



The Companies Acts 1948 to 1980

COMPANY LIMITED BY SHARES

1581421/B

## Memorandum of Association

OF

# WENPORT LIMITED

1. The name of the Company is **WENPORT 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 all or any part of the business or businesses as engineers in all its branches and as designers and draughtsmen in all its branches acting as specialists, consultants and advisers in all of them with particular emphasis on civil, structural, chemical, petro-chemical, electronic, electrical, architectural, piping, aircraft, mechanical, heating and ventilating, plastics, mining, drilling, solar, offshore and inshore oil, shipbuilding, marine, transport, building, interior, entertainment, automobile, general and industrial projects or otherwise together with program evaluation and review techniques; to offer a special service of standard pre-prepared plans and illustrations including tracing, copying, artwork or otherwise; to embrace the specialisation of research, development, exploitation, expedition, management and co-ordination in all fields of any of the aforesaid or otherwise; as photographers, printers, publishers, advertising agents, employment and insurance agents, technical authors, builders and building contractors, motor vehicle dealers, entertainers, travel agents, property dealers and to offer secretarial and clerical services and any other service of any nature whatsoever, all as the Company sees fit.

(b) To deal generally with goods, products and materials of every description required for any business carried on by the Company acting as distributors, dealers, wholesalers, retailers, importers, exporters or otherwise, and to assemble, process, buy, sell, exchange, hire, hire out, repair, service, maintain, alter, improve, manipulate, prepare for market and otherwise deal with them; to demonstrate, contract, advertise, finance, insure and underwrite in relation thereto, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, appointees, assignees, trustees, lessors, lessees

- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them.
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.


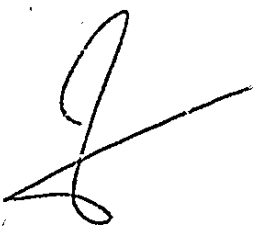
- (l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every and any kind.
- (m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.
- (r) To distribute any property of the Company in specie or in kind among the members of the Company.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

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

4. The liability of the members is limited.

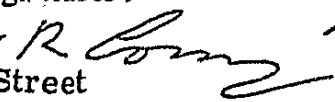
5. The Share Capital of the Company is £100 divided into 100 shares of £1 each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to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

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
 BRIAN ENDACOTT 87 /89 Tabernacle Street London EC2A 4BA  Executive	ONE
 RICHARD TAYLOR 87 /89 Tabernacle Street London EC2A 4BA  Executive	ONE

DATED The 3rd day of March 1980

WITNESS to the above signatures:—

ROBERT CONWAY   
87 /89 Tabernacle Street  
London EC2A 4BA

4 Printer

COMPANY LIMITED BY SHARES

**Articles of Association**

OF  
**WENPORT LIMITED**

1581421/4

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1976 to 1980 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, and 75 of Table A shall not apply to the Company, and in addition to the remaining Clauses of Table A, as varied by these Articles, the following shall be the regulations of the Company.
2. The Company is a private Company and shall not
  - (a) offer to the public (whether for cash or otherwise) any shares in or debentures of the Company:-
  - or (b) allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
3. (a) The directors of the Company are unconditionally authorised for a period of five years from the date of incorporation of the Company to allot shares to such persons at such times and upon such conditions as they think fit up to the amount of the original share capital of the Company.
  - (b) Subject to the provisions of sub-clause (A) of this Clause the Directors shall not allot shares unless authorised to do so in accordance with the provisions of Section 14 of the Companies Act 1980.
  - (c) In accordance with Section 17(9) of the Companies Act 1980 sub-sections (1), (6) and (7) of the said Section shall not apply to the Company.

LIEN

4. The lien conferred by Clause 11 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

TRANSFER OF SHARES

6. The directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

## DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.
8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.
9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall ipso facto vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.
10. Clause 79 in Table A (Borrowing Powers) shall be read and construed as if the proviso to such Clause were omitted therefrom.
11. Clause 84 (5) in Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.
12. 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 Table A shall be modified accordingly.

## WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.



FIRST DIRECTORS

14. The first Director(s) of the Company shall be:—


BRIAN ENDACOTT

FIRST SECRETARY

15. The first Secretary of the Company shall be:—

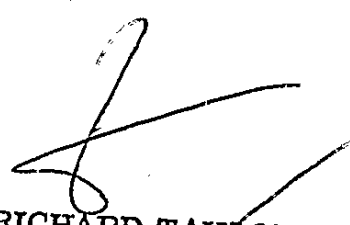
RICHARD TAYLOR

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS



BRIAN ENDACOTT  
87/89 Tabernacle Street  
London EC2A 4BA

Executive




RICHARD TAYLOR  
87/89 Tabernacle Street  
London EC2A 4BA

Executive

DATED The 3rd day of March 1980

WITNESS to the above signatures:—



ROBERT CONWAY  
87/89 Tabernacle Street  
London EC2A 4BA

We certify that these Articles of Association have been printed by us by the Offset-Litho, and the stencil duplicating processes.

p.p. Gray's Inn Company Formations Limited

.....*R Taylor*.....(Dir)

The amendements and alterations to the Memorandum and Articles of Association have been made with the full knowledge and consent of the subscribers.

.....*R Taylor*.....(Dir)



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not  
write in this  
binding margin



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

Company number

Name of Company

1581421

WENPORT

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below

87/89 Tabernacle Street,  
London, EC2A 4BA.

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below



Gray's Inn Company Formations Ltd.  
87/89 Tabernacle Street,  
London, EC2A 4BA.

If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statement



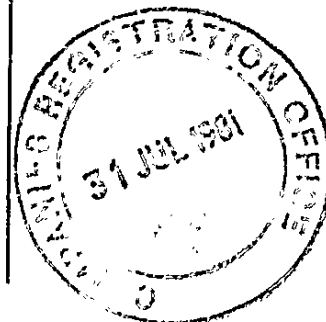
Presentor's name, address and  
reference (if any):

GRAY'S INN COMPANY FORMATIONS LTD.  
87-89 TABERNACLE STREET,  
LONDON, EC2A 4BA, ENGLAND.

Reference:-

For official use  
General section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Name (note 2)	Brian Endacott	Business occupation	Executive
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	87/89 Tabernacle Street, London, EC2A 4BA.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
None			
I hereby consent to act as director of the company named on page 1			
Signature		Date 19 JUL 1981	

Please do not write in this binding margin

**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Richard Taylor
Former name(s) (note 3)	None
Address (notes 4 & 7)	87/89 Tabernacle Street, London, EC2A 4BA.
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 19 JUL 1981

Please do not write in this binding margin

**Important**  
The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Signed by or on behalf of the subscribers of the memorandum\*

Signature	[Subscriber] [Agent]	Date
Signature	[Subscriber] [Agent]	Date

\* as required by section 21(3) of the Companies Act 1976

† delete as appropriate



# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1581421

I hereby certify that

WENPORT LIMITED

is this day incorporated under the Companies Acts 1948 to 1980 as  
a private company and that the Company is limited.

Given under my hand at Cardiff the 19TH AUGUST 1981

A handwritten signature in cursive script, likely belonging to the Assistant Registrar of Companies.

Assistant Registrar of Companies

*The Companies Acts 1948 to 1980*

made in accordance with the provisions of the Companies Act 1972

by J.P. Gray's Inn Company  
Formations Ltd

COMPANY LIMITED BY SHARES

signed *[Signature]*

Dated 10.9.81

# Memorandum of Association

OF

WENPORT LIMITED



(Objects Clauses 3(a) & 3(b) were changed by a Special Resolution passed on 1st September 1981).

1. The name of the Company is "Wenport Limited" ✓
2. The Registered Office of the Company will be situate in England. ✓
3. The objects for which the Company is established are:-

*Were Engineers*

- (a) To carry on all or any part of the business or businesses as plant, tool and equipment hire in all its branches including the provision of building, constructional and agricultural plant and equipment, scaffolding, skips, waste skips, trucks, cranes, tractors, bulldozers, lifting tackle, cement mixers, power tools, mechanical diggers, harvesters or otherwise and all kinds of commercial, industrial and domestic plant and machinery including all tools, apparatus and equipment, items and requisites for the "do-it-yourself" enthusiast and otherwise; as manufacturers, wholesalers, retailers, distributors and dealers in domestic and industrial ironmongery and hardware together with electrical equipment and appliances of all kinds, building and garden items and materials or otherwise, and to buy, sell, operate, rent, hire, hire out, lease, service, maintain, repair or otherwise deal with all or any of the above together with all spare parts, apparatus, equipment and accessories required in connection therewith; as consultants and advisers in all or any of the above, all as the Company sees fit.
- (b) As transport carriers, road haulage contractors and as demolition and excavation experts and contractors, site clearers, dismantlers of machinery, furnaces or otherwise; as builders and civil engineers in all their branches, as plumbers, electricians, engineers, carpenters, painters, decorators, bricklayers; as garage proprietors, motor vehicle dealers, hire purchase financiers and otherwise, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, sub-contractors, appointees, assignees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them.
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

- (l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every and any kind.
- (m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.
- (r) To distribute any property of the Company in specie or in kind among the members of the Company.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

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

4. The liability of the members is limited.

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



*WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.*

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>BRIAN ENDACOTT 87/89 Tabernacle Street London EC2A 4BA</p> <p>Executive</p>	ONE
<p>RICHARD TAYLOR 87/89 Tabernacle Street London EC2A 4BA</p> <p>Executive</p>	ONE

DATED The 3rd day of March 1980

WITNESS to the above signatures:—

ROBERT CONWAY  
87/89 Tabernacle Street  
London EC2A 4BA

COMPANY LIMITED BY SHARES

**Articles of Association**

OF

WENPORT LIMITED

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1976 to 1980 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, and 75 of Table A shall not apply to the Company, and in addition to the remaining Clauses of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a private Company and shall not

(a) offer to the public (whether for cash or otherwise) any shares in or debentures of the Company:

or (b) allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

3. (a) The directors of the Company are unconditionally authorised for a period of five years from the date of incorporation of the Company to allot shares to such persons at such times and upon such conditions as they think fit up to the amount of the original share capital of the Company.

(b) Subject to the provisions of sub-clause (A) of this Clause the Directors shall not allot shares unless authorised to do so in accordance with the provisions of Section 14 of the Companies Act 1980.

(c) In accordance with Section 17(9) of the Companies Act 1980 sub-sections (1), (6) and (7) of the said Section shall not apply to the Company.

LIEN

4. The lien conferred by Clause 11 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 130 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

TRANSFER OF SHARES

6. The directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

## DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.
8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.
9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall ipso facto vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.
10. Clause 79 in Table A (Borrowing Powers) shall be read and construed as if the proviso to such Clause were omitted therefrom.
11. Clause 84 (5) in Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.
12. 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 Table A shall be modified accordingly.

## WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

FIRST DIRECTORS

14. The first Director(s) of the Company shall be :—  
BRIAN ENDACOTT

FIRST SECRETARY

15. The first Secretary of the Company shall be :—  
RICHARD TAYLOR

---

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

---

BRIAN ENDACOTT  
87/89 Tabernacle Street  
London EC2A 4BA

Executive

RICHARD TAYLOR  
87/89 Tabernacle Street  
London EC2A 4BA

Executive

---

DATED The 3rd day of March 1980

WITNESS to the above signatures :—

ROBERT CONWAY  
87/89 Tabernacle Street  
London EC2A 4BA

Printer

Number of } 1581421  
Company } *16*

*The Companies Acts 1948 to 1967*

COMPANY LIMITED BY SHARES

## Special Resolution

*(Pursuant to s. 141 (2) of the Companies Act 1948)*

of WENPORT

Limited

Passed the 1st day of September 19 81

At an Extraordinary General Meeting of the members of the above-named company,  
duly convened and held at

87/89 Tabernacle St.,  
London EC2A 4BA

on the 1st day of September 19 81

the following SPECIAL RESOLUTION(S) was/were duly passed:—

IT WAS RESOLVED that the Objects Clauses 3(a) & 3(b)  
of Page 1 of the Memorandum of Association be deleted  
entirely and the attached new Objects Clauses 3(a) & 3(b)  
be substituted therefor.



Signature *[Signature]*

DIRECTOR.

To be signed  
by the Chair-  
man, a Direc-  
tor, or the  
Secretary of  
the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).  
See section 143 (1) and (4) printed overleaf.

Presented by: GRAY'S INN COMPANY FORMATIONS LTD.  
87-89 TABERNACLE STREET,  
LONDON, EC2A 4BA, ENGLAND.

- 3 (a) To carry on all or any part of the business or businesses as plant, tool and equipment hire in all its branches including the provision of building, constructional and agricultural plant and equipment, scaffolding, skips, waste skips, trucks, cranes, tractors, bulldozers, lifting tackle, cement mixers, power tools, mechanical diggers, harvesters or otherwise and all kinds of commercial, industrial and domestic plant and machinery including all tools, apparatus and equipment, items and requisites for the "do-it-yourself" enthusiast and otherwise; as manufacturers, wholesalers, retailers, distributors and dealers in domestic and industrial ironmongery and hardware together with electrical equipment and appliances of all kinds, building and garden items and materials or otherwise, and to buy, sell, operate, rent, hire, hire out, lease, service, maintain, repair or otherwise deal with all or any of the above together with all spare parts, apparatus, equipment and accessories required in connection therewith; as consultants and advisers in all or any of the above, all as the Company sees fit.
- 3 (b) As transport carriers, road haulage contractors and as demolition and excavation experts and contractors, site clearers, dismantlers of machinery, furnaces or otherwise; as builders and civil engineers in all their branches, as plumbers, electricians, engineers, carpenters, painters, decorators, bricklayers; as garage proprietors, motor vehicle dealers, hire purchase financiers and otherwise, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, sub-contractors, appointees, assignees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.

- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.



COMPANIES FORM No. 225(1)

**Notice of new accounting reference date given during the course of an accounting reference period**

**225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1	5	8	1	4	2	1
---	---	---	---	---	---	---

Name of company

*	ALLENPORT LIMITED																			
---	-------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\* insert full name of company

gives notice that the company's new accounting reference date on which the current 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

Day Month

3	1	1	2
---	---	---	---

**Note**  
Please read notes to 4 overleaf before completing this form

Day Month Year

3	1	1	2	1	9	8	6
---	---	---	---	---	---	---	---

The current 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

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of \_\_\_\_\_  
\_\_\_\_\_, company number \_\_\_\_\_  
the accounting reference date of which is \_\_\_\_\_

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

‡ Insert  
Director,  
Secretary,  
Receiver,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

An administration order was made in relation to the company on \_\_\_\_\_  
and it is still in force.

Signed \_\_\_\_\_ Designation‡ SECRETARY Date 20/6/87

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

For official Use  
General Section





COMPANY NUMBER 1581421

WENPORT LIMITED

SPECIAL RESOLUTION pursuant of section 252 of the Companies Act 1985

At a general meeting of the company held on 8/11/89  
the following Special Resolution was passed;

That the memorandum of the company be altered by replacing subclause  
(b) of clause 3 with the following;

- (b) To carry on all or any part of the business or businesses of all forms of animal husbandry, importers, exporters, dealers, breeders, and trainers of all kinds of livestock, in particular horses and ponies; providing all kinds of training in riding, jumping and racing, arranging and promoting exhibitions, competitions and entertainments in connection with the aforesaid; acting as transport carriers, road haulage contractors and as demolition and excavation experts and contractors, site clearers, dismantlers of machinery, furnaces or otherwise; as builders and civil engineers in all their branches, as plumbers, electricians, engineers, carpenters, painters, decorators, bricklayers; as garage proprietors, motor vehicle dealers, hire purchase financiers and otherwise, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, sub-contractors, appointees, assignees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

*Signed*



*( chairman )*



1581421

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

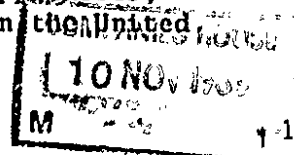
OF

WENPORT LIMITED

(Objects Clauses 3(a) & 3(b) were changed by a Special Resolution passed on 1st September 1981)

(Objects Clause 3(b) was changed by a Special Resolution passed on 8th November 1989)

1. The name of the Company is "Wenport 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 all or any part of the business or businesses as plant, tool and equipment hire in all its branches including the provision of building, constructional and agricultural plant and equipment, scaffolding, skips, waste skips, trucks, cranes, tractors, bulldozers, lifting tackle, cement mixers, power tools, mechanical diggers, harvesters or otherwise and all kinds of commercial, industrial and domestic plant and machinery including all tools, apparatus and equipment, items and requisites for the "do-it-yourself" enthusiast and otherwise; as manufacturers, wholesalers, retailers, distributors and dealers in domestic and industrial ironmongery and hardware together with electrical equipment and appliances of all kinds, building and garden items and materials or otherwise, and to buy, sell, operate, rent, hire, hire out, lease, service, maintain, repair or otherwise deal with all or any of the above together with all spare parts, apparatus, equipment and accessories required in connection therewith; as consultants and advisers in all or any of the above, all as the Company sees fit.
  - (b) To carry on all or any part of the business or businesses of all forms of animal husbandry, importers, exporters, dealers, breeders, and trainers of all kinds of livestock, in particular horses and ponies; providing all kinds of training in riding, jumping and racing, arranging and promoting exhibitions, competitions and entertainments in connection with the aforesaid; acting as transport carriers, road haulage contractors and as demolition and excavation experts and contractors, site clearers, dismantlers of machinery, furnaces or otherwise; as builders and civil engineers in all their branches; as plumbers, electricians, engineers, carpenters, painters, decorators, bricklayers; as garage proprietors, motor vehicle dealers, hire purchase financiers and otherwise, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, sub-contractors, appointees, assignees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.



- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them.
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

- (l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every and any kind.
- (m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.
- (r) To distribute any property of the Company in specie or in kind among the members of the Company.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

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

4. The liability of the members is limited.

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

*WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.*

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<b>BRIAN ENDACOTT</b> 87/89 Tabernacle Street London EC2A 4BA  Executive	ONE
<b>RICHARD TAYLOR</b> 87/89 Tabernacle Street London EC2A 4BA  Executive	ONE

**DATED** The 3rd day of March 1980

**WITNESS** to the above signatures:—

**ROBERT CONWAY**  
87/89 Tabernacle Street  
London EC2A 4BA

COMPANY LIMITED BY SHARES

**Articles of Association**

OF

WENPORT LIMITED

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1976 to 1980 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, and 75 of Table A shall not apply to the Company, and in addition to the remaining Clauses of Table A, as varied by these Articles, the following shall be the regulations of the Company.
2. The Company is a private Company and shall not
  - (a) offer to the public (whether for cash or otherwise) any shares in or debentures of the Company:-
  - or (b) allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
3. (a) The directors of the Company are unconditionally authorised for a period of five years from the date of incorporation of the Company to allot shares to such persons at such times and upon such conditions as they think fit up to the amount of the original share capital of the Company.
  - (b) Subject to the provisions of sub-clause (A) of this Clause the Directors shall not allot shares unless authorised to do so in accordance with the provisions of Section 14 of the Companies Act 1980.
  - (c) In accordance with Section 17(9) of the Companies Act 1980 sub-sections (1), (6) and (7) of the said Section shall not apply to the Company.

LIEN

4. The lien conferred by Clause 11 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

TRANSFER OF SHARES

6. The directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of ~~any share~~ <sup>any share</sup> whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

## DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.
8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.
9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall ipso facto vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.
10. Clause 79 in Table A (Borrowing Powers) shall be read and construed as if the proviso to such Clause were omitted therefrom.
11. Clause 84 (5) in Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.
12. 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 Table A shall be modified accordingly.

## WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

FIRST DIRECTORS

14. The first Director(s) of the Company shall be:—  
BRIAN ENDACOTT

FIRST SECRETARY

15. The first Secretary of the Company shall be:—  
RICHARD TAYLOR

---

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

---

BRIAN ENDACOTT  
87/89 Tabernacle Street  
London EC2A 4BA

Executive

RICHARD TAYLOR  
87/89 Tabernacle Street  
London EC2A 4BA

Executive

---

DATED The 3rd day of March 1980

WITNESS to the above signatures:—

ROBERT CONWAY  
87/89 Tabernacle Street  
London EC2A 4BA

Printer



**THE INSOLVENCY ACT 1986**

Official Receiver's notice to the Registrar of Companies  
of making of Winding-up Order

Pursuant to Section 130(1) of the Insolvency Act 1986  
and Rule 4.21(3) of the Insolvency Rules 1986

To the Registrar of Companies  
55-71 City Road  
LONDON  
EC1Y 1BD

For official use

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FAO: MR ASHFORD, PROSECUTION  
DEPARTMENT

Company Number :-  
1581421

Name of Company WENPORT LIMITED

I, Allan John Baxendale, Official Receiver of 69 Middle Street, BRIGHTON, East Sussex, BN1 1BE, enclose a copy of the Winding-up Order made against the company on 13/11/91.

Signed

*pp* A J Baxendale  
OFFICIAL RECEIVER

Date : 26/02/92

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

COMMISSIONERS OF INLAND REVENUE  
Solicitors Office  
Somerset House  
Strand  
LONDON  
WC2R 1LB

Official Receiver  
69 Middle Street  
BRIGHTON  
East Sussex  
BN1 1BE

Ref: cil/154/HIGH/009240/1991/C

For Official Use  
Liquidation  
Section

Post  
Room

