

[DUPLICATE FOR THE FILE.]

No. 8997



Certificate of Incorporation.

I hereby Certify, That

Gorrod, Davie, Kemp, Walker & Company, Limited

is this day incorporated under the Companies (Consolidation) Act 1908, and 1913, and that this Company is **Limited**.

GIVEN under my hand at Edinburgh, this Twenty-third day of February,

One Thousand Nine Hundred and Fourteen.

D. J. Ross

Registrar of Joint-Stock Companies.

No. of
Certificate } _____

Form No. 41.

801
"THE COMPANIES (CONSOLIDATION) ACT, 1908."



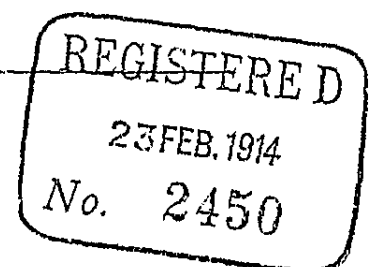
DECLARATION of compliance with the requisitions of the Companies

(Consolidation) Act, 1908, made pursuant to S. 17 (2) of the said Act

(8 Edw. VII. c. 69), on behalf of a Company proposed to be registered

as the Gorrod, Davie, Kemp, Walker &
Company Limited

Presented for Filing by—



[Authorised Form.]



All Forms supplied by JOHN OSWALD & SON, Registration Agents, H.M. General Register House, Edinburgh.

I Donald Mustard

of One North Street, Elgin.

(a) Here insert:
"An enrolled Law-
Agent engaged in
the formation,"
or
"A Director named
in the Articles of
Association,"
or
"the Secretary named
in the Articles of
Association."

Do solemnly and sincerely declare I am ^(a) an Enrolled Law
Agent engaged in the formation

of Gorrod, Davie, Kemp, Walker & Company

Limited, and That all the requirements of the Companies (Consolidation)
Act, 1908, 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 Elgin

the 21st day of February

One thousand nine hundred and fourteen before

me,

J. A. Davie J.P.
Justice of the Peace for the County
of Elgin

D. Mustard



THE COMPANIES ACTS, 1908 AND 1913.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

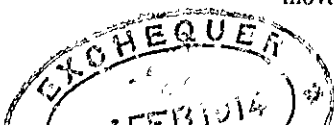
Gorrod, Davie, Kemp, Walker & Co., Ltd.

First. The name of the Company is GORROD, DAVIE, KEMP, WALKER & COMPANY, LIMITED.

Second. The Registered Office of the Company shall be situated in Scotland.

Third. The Objects for which the Company is established are :—

- 1.—To acquire the Businesses of Corn, Seed and Grain Merchants, and Millers, carried on by Messrs. Gorrod & Davie, Aberdeen and Cults, and by Messrs. Kemp, Walker & Company, Aberdeen.
- 2.—To carry on, whether in the United Kingdom or elsewhere, business as Corn, Seed and Grain Merchants, Millers, Oatcake Bakers, Hay and Straw Merchants, Dealers in all Feeding Stuffs, Fertilisers, and all other Agricultural requirements, Brewers, Hop Merchants, Wine and Spirit Merchants, and Importers and Exporters, Manufacturers of and Dealers in Aerated and Mineral Waters and other Drinks, Licensed Victuallers, Hotel Keepers, Beerhouse Keepers, Restaurant Keepers, Farmers, Dairy-men, Ice Merchants, Tobacconists, Brick Makers, Bath Keepers, Grain Sellers and Dryers, Timber Merchants, Finings Manufacturers, and Isinglass Merchants, and to buy, sell, manipulate, and deal (both wholesale and retail) in commodities of all kinds which can conveniently be dealt in by the Company in connection with any of its business or objects, and to acquire and establish and to carry on any other business or trade, whether manufacturing or otherwise, which can be conveniently carried on in connection with or in addition to any of the Company's business or objects, or which the Company may consider advisable to be carried on in connection therewith.
- 3.—To acquire by purchase, lease, feu or otherwise, lands, houses, servitudes, roads, and other heritable or real rights whatsoever, and to erect and construct on the lands and others so acquired dwelling-houses, distilleries, maltings, warehouses, and other works and buildings, harbours, docks, piers, wharves, machinery, roads, railroads, and tramways; also to extend, repair, or alter any of these.
- 4.—To sell, alienate, or dispose of all or any part of the property or effects, whether heritable or movable, or real or personal, of the Company, and also to let or hire all or any part thereof.



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- 5.—To take and hold any property or effects, heritable or movable, real or personal, whether acquired in security or absolutely, either in name of the Company itself or in the names of trustees, who may be either individuals or corporations; and the title of the trustees may or may not disclose that they hold in trust.
- 6.—To disburse or contribute to the expense of making and building, acquiring, working, and using railways, tramways, boats, barges, ships, steamers, or shares, or interest therein, and others; and to make and carry into effect arrangements with shipowners, landowners, railway companies, carriers, coal owners, and other companies and persons.
- 7.—To acquire, purchase, work, or secure patents or patent rights which may be useful or applicable to any process or branch of the Company's business, and to acquire, use, and register Trade Marks.
- 8.—To establish and regulate agencies for the Company, whether in the United Kingdom or elsewhere.
- 9.—To purchase, or otherwise acquire, any other business, or the goodwill or any interest in any trade or business of a similar nature or kindred character with the trade, business, or objects of the Company, or likely to increase or develop such business, and to pay therefor in cash or in shares, stock, or debentures of the Company, or partly in each of such modes; also to make and carry into effect amalgamation of interests in whole or in part, or other arrangements with any other companies, partnerships, or persons.
- 10.—To enter into and conclude all conveyances, feu rights, contracts of ground annual, leases, transfers, co-partnerships, agreements, licenses, charter-parties, and contracts and writings of every description requisite for, or incidental to, or connected with any of the Company's objects, or conducive to the attainment thereof, and to conclude such other arrangements as shall be advantageous to the Company.
- 11.—To apply for, obtain, acquire, or deal with or enter into Acts of Parliament or Provisional Orders for any purpose affecting the interests or business of the Company, or to subscribe to the expense of obtaining the same, either in the name of the Company or otherwise, as may be thought expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 12.—To borrow money on the real or heritable and personal property of the Company, present or future, and its uncalled capital. To grant heritable bonds, bonds and dispositions in security, and to issue debentures or mortgage debentures, and to borrow any sum or sums of money by way of discount, cash credit, overdraft, or mortgage, or in any other manner; and to grant security for all or any of the sums so borrowed, or for which the Company may be or may become liable, and by way of such security to dispose, mortgage, pledge, or charge the whole or any part of the property, assets, or revenue of the Company (including uncalled capital), or to dispose, transfer, or convey the same absolutely or in trust, and to give to lenders or creditors powers of sale and other usual and necessary powers.
- 13.—To draw, accept, make, endorse and execute, and to discount and sell promissory notes, bills of exchange, bills of lading, and other negotiable instruments and documents of title.
- 14.—To pay for any purchase in cash, or by bills of the Company, or by ordinary, preference, guaranteed, or deferred shares in the Company (in any case fully paid up or partly paid up), or by debentures, or other securities or acknowledgments of the Company, or partly by cash, bills, ordinary, preference, guaranteed, or deferred shares, or debentures, or other securities or acknowledgments of the Company, or one or more of them, or otherwise, as may be agreed upon.
- 15.—To take by subscription, purchase, or otherwise, and hold shares or stock in, or the debentures or other securities of, any Company, Society, or Undertaking having any objects of a like nature with any of those of the Company, or such as may be deemed likely to advance, in any way, the interests of the Company, and also to accept and hold the shares, or stock, or debentures, or other securities of any Company, Society, or Undertaking in payment or part payment of any debt or sum of money due to the Company.
- 16.—To advance money, by way of loan or otherwise, to any Company, Society, or individual; to allow time for the repayment of any such loan, and to allow time for payment of any debt which may be due to the Company, as also to grant guarantees for the performance of any contract or obligation by any Company, Society, or individual.

17.—To sell, dispose of, or transfer, the business, property, and undertaking of the Company, or any branch or part thereof, in consideration of payment in cash, or in shares, or in debentures, or other securities of any other Company, or partly in each of such modes of payment, or for such other consideration as may be deemed proper.

18.—To alter, from time to time, all or any of the regulations of the Company contained in the Articles of Association, so far as such alteration is competent.

19.—To do all such other things as are incidental or conducive to the attainment of the above objects or any of them, and so that the word "Company" in this Memorandum when applied otherwise than 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.

Fourth. The liability of the members is limited.

Fifth. The Share Capital of the Company is £10,000 divided into 10,000 shares of £1 each. The Company shall have power to increase or reduce that capital or sub-divide the shares by special resolution of the Company, and any increased capital of the Company may be divided into special classes, with or without any special privileges or preferences and restrictions, and shall be held on any terms as to forfeiture, surrender, and other incidents as may be described by the Articles and special resolutions of the Company.

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.

No.	NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	No. of Shares taken by each Subscriber.
	<i>Wm. W. Forrod, 8 Chapel St. Aberdeen</i> <i>Grain Merchant.</i>	<i>one.</i>
	<i>George Davie, 8 Chapel St. Aberdeen</i> <i>Grain merchant.</i>	<i>one</i>

Dated this *Twentieth* day of *February*, Nineteen hundred and fourteen.

Witness to the above signatures,

Alexander Roy
One North Street, Elgin,
Law Clerk.



THE COMPANIES ACTS, 1908 AND 1913.

COMPANY LIMITED BY SHARES.

Articles of Association
OF
Gorrod, Davie, Kemp, Walker & Co., Ltd.

Dated this 20th day of February, in the year 1914.

It is agreed as follows :

INTERPRETATION.

1.—In the construction of these presents, the following words and expressions shall have the following meanings respectively, unless there be something in the subject-matter or context repugnant thereto :—

“Month” means calendar month.

“The Company” means GORROD, DAVIE, KEMP, WALKER & COMPANY, LIMITED.

“The Board” means the Directors of the Company for the time being, as a body, or a quorum of the Directors present at a Board meeting.

“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company for the time being in force.

“The office” means the registered office of the Company for the time being.

Words importing the singular number only shall include the plural, and *vice versa*; and words importing the masculine gender only shall include the feminine.

CONSTITUTION.

2.—None of the regulations contained in Table A in the first schedule to “The Companies (Consolidation) Act, 1908,” shall apply to the Company except in so far as embodied in these Articles of Association.

3.—The office shall be such place in Scotland as the Board may from time to time appoint.

4.—The Company is hereby declared to be a Private Company in the sense of “The Companies Acts, 1908 and 1913.” The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were, while in such employment, and have continued after the determination of such employment to be members of the Company) shall be limited to fifty; and no allotment of Shares in the original or increased Capital of the Company to any person who is not already a member, or transfer which would increase such number of members beyond fifty, shall be valid, and the Directors shall refuse to recognise

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or register any transfer which would so increase such number. No invitation shall be made to the public to subscribe for any Shares or Debentures of the Company, and the Company and its Directors, Officials, Agents and all others acting or that may act on its behalf are hereby prohibited from making any such invitation to the public.

5.—The Company shall continue incorporated, notwithstanding that the whole shares in the capital may not be subscribed for or issued, and may commence and carry on business when, in the judgment of the Board, a sufficient number of shares has been subscribed for to justify them in so doing.

CAPITAL.

6.—The original capital of the Company shall be £10,000 divided into 10,000 shares of £1 each.

7.—As regards all allotments of shares, the Board shall comply with Section 88 of the Companies (Consolidation) Act, 1908, or any statutory modification thereof for the time being.

8.—The Company may from time to time, by special resolution, increase the capital by the creation of new shares to such an extent as may, by such special resolution, be determined. The new shares shall be of such respective amounts as the special resolution sanctioning the creation of the same may direct, or, if no direction be given, as the Board may determine.

9.—The capital, original or increased, may be issued in the form of ordinary shares, or preferred, or guaranteed, or deferred shares, or partly in one of these and partly in another or others, and such shares may be issued at par, or at a premium, and in the case of increased capital the same shall be payable in such manner and by such instalments as the special resolution sanctioning the increase may direct; and should no such direction be given by such special resolution, then as the Board shall see fit.

10.—Subject to any direction to the contrary that may be given by the meeting which sanctions an increase of capital, all new shares shall be offered to the members as nearly as possible in proportion to the shares held by them; and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Board may dispose of the same in such manner and on such terms as they may think most beneficial to the Company.

11.—Except in so far as otherwise provided by the conditions of issue, or of these presents, any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions in all respects, so far as applicable, and also to the provisions herein-after made, relative to the payment of calls and the forfeiture of shares on the non-payment of calls and otherwise.

12.—The Board may issue shares upon which the whole or part of the nominal amount shall be acknowledged to be paid up, in cases in which they may be authorised to purchase any business, property, rights, or privileges, to be paid for, wholly or in part, by paid up or partly paid up shares; and they may issue such shares in exchange for shares in any other company the property or business of which may be purchased by or agreed to be amalgamated with the Company, and also in all other cases in which the Board shall deem it necessary or expedient to issue fully or partly paid up shares.

13.—The Company may from time to time, by special resolution, reduce its capital in any manner authorised by law.

14.—The Company may subdivide or consolidate its shares or stock, or any of them.

CALLS ON SHARES.

15.—The Board may from time to time make such calls as they think fit in respect of the moneys unpaid on the shares of the Company. Any call may be made payable either in one sum or by instalments, and each member upon whom a call is made shall be liable to pay the amount of the call to the person, and at the time or times, and place, appointed by the Board. Unless otherwise provided in the prospectus or circular offering the shares for subscription, no call shall exceed one-fifth of the nominal amount of a share, or be made payable within two months after the last preceding call was payable.

16.—Notice of every call shall be given to every member one month at least previous to the time of payment, and such notice shall specify the amount, and the time or times, and place for payment of the call.

17.—A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.

18.—If any member shall fail to pay, on the day appointed for payment thereof, any call to which he may have become liable, he shall pay interest on the amount in arrear at such rate per annum, not exceeding 10 per cent., from the day appointed for payment thereof to the time of actual payment, as the Board may from time to time direct; and in case no other rate be prescribed, then at the rate of £10 per centum per annum.

19.—If any member shall fail to pay any call, or any part thereof at the time fixed or allowed for the payment thereof, the Board may, without any further notice, sue such member in any court of competent jurisdiction for the amount of such call, or the then unpaid portion thereof, and may recover the same, with interest as aforesaid.

20.—The Board may, if they think fit, receive from any of the members willing to advance the same, all or any part of the moneys due upon their respective shares beyond the sums actually called; and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such moneys have been paid, the Board may pay interest at such rate as the member paying such sum in advance and the Board agree upon.

FORFEITURE OF SHARES.

21.—If any member fail to pay any call or instalment by the time appointed, together with the interest that may have accrued thereon, the Board may, at any time thereafter, during such time as the call and interest remain unpaid, give notice to such member that, if the call, together with all interest that may have accrued and may accrue thereon, be not paid within a period to be named in such notice (being not less than fourteen days after the date of the notice), the share or shares in respect of which the call has been made will be liable to be forfeited; and if the call and interest be not paid in full within such period, the Board may at any time thereafter, and without further notice to the member, declare the same forfeited for the benefit of the Company. In the case of any member whose registered place of address is not in the United Kingdom, sufficient time shall be allowed for communication with him by post before such forfeiture is declared.

22.—The forfeiture of a share shall involve the extinction at the time of the forfeiture of all interest in and all claims and demands on and against the Company in respect of the share so forfeited; and every share so forfeited shall be deemed to be the property of the Company, and may be held for such time as the Board shall think fit, or sold, re-allotted, or otherwise disposed of on behalf of the Company in such manner as the Board shall determine.

23.—Any member whose shares have been forfeited shall, notwithstanding such forfeiture, continue liable to pay to the Company all calls and other moneys owing upon such shares at the time of the forfeiture thereof, together with the interest thereon.

24.—The Board may, if they think fit, at any time before a forfeited share shall have been sold, re-allotted, or otherwise disposed of, remit or annul the forfeiture thereof upon such conditions as they may think proper.

25.—An entry in the minutes of the Board that any share has been forfeited by the Board, and stating the time when it was forfeited, shall be *prima facie* evidence in favour of the Company, and conclusive evidence in favour of any future purchaser thereof from the Company, that such share was duly forfeited; and such entry and a receipt by the Company for the price of such share shall constitute a good title to the share; and upon the issuing of such receipt the purchaser shall be entered in the register as a member in respect of such share, and a certificate of proprietorship shall be delivered to him, and he shall be deemed the holder of such share, and discharged from all calls prior to such purchase; and he shall not be bound to see to the application of such purchase money, nor shall his title to such share be affected by reason of any irregularity in the proceedings prior to the forfeiture or in reference to the sale or transference to him.

SURRENDER OF SHARES, &c.

26.—The Board may accept from any member, on such terms and conditions as shall be agreed on between him and them, a surrender of his shares or stock, or any part thereof; and any shares so surrendered shall be dealt with in the same manner as is provided in the preceding articles with regard to forfeited shares.

27.—The funds of the Company shall not be invested in the purchase of nor lent upon the security of the shares of the Company.

LIEN ON SHARES

28.—The Company shall have a first and paramount lien on all shares not fully paid up, and on the interests and dividends declared as payable in respect thereof for all moneys due to (including calls made, even though the time appointed for their payment may not have arrived), and liabilities subsisting with the Company from or on the part of the registered holder or any of the registered holders thereof, either alone or jointly with any other person, and may enforce such lien by sale or forfeiture of all or any of the shares on which the same may attach. Provided that such forfeiture shall not be made except in the case of a debt or liability, the amount of which shall have been ascertained, and that only so many shares shall be so forfeited as the Auditors of the Company shall certify to be equivalent at the then market value of the shares of such debt or liability.

The Company shall not have any lien on fully paid shares.

CERTIFICATES OF SHARES.

29.—Every member shall be entitled, without payment of fee, to a certificate under the common seal of the Company, specifying the shares held by him and the amount paid thereon.

30.—If any certificate be worn or destroyed or lost, the same may be renewed on payment of one shilling, and on production to the Board of such evidence as satisfies them of its being worn out or destroyed or lost, and upon such indemnity as the Board may in each case require or exact.

31.—Where a share is sold by the Board, and the certificate thereof has not been delivered up to the Company, the Board may issue a new certificate of the share, distinguishing it as they may think fit from the certificate not so delivered up.

32.—The certificates of shares or stock registered in the names of two or more persons shall be delivered to the person first named in the register.

CONVERSION OF SHARES INTO STOCK.

33.—The Board may, with the sanction of a general meeting, convert any paid up shares of any kind into stock.

34.—The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount and kind of their respective interests therein; and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company, and for other purposes, as would have been conferred by shares of equal amount and kind in the capital of the Company, but so that none of such privileges or advantages, except the participation in the dividends and profits of the Company, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privileges or advantages.

TRANSFER AND TRANSMISSION OF SHARES OR STOCK.

35.—The instrument of transfer of any shares in the Company shall be executed by both transferor and transferee, and shall contain the name, address, and occupation of the transferor and transferee, and likewise a covenant by the transferee to perform and observe all the duties and obligations of a member of the Company; and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members in respect thereof.

36.—Transfers of shares in the Company may be in the common form or in the following or similar terms:—

I, A. B., in consideration of the sum of _____ paid to me by X. Y., do hereby assign to the said X. Y., and his executors, administrators, and assigns, _____ shares numbered _____ in Gorrod, Davie, Kemp, Walker & Company, Limited, but subject to the several conditions on which I hold the same. And I, the said X. Y., agree to take the said shares subject to the same conditions.—In witness whereof, &c.

Each signature to such transfer shall be effectually attested by the signature of one witness (above the age of fourteen years).

37.—No transfer of shares shall be made by a member without the previous approval of the Directors of the proposed transferee, unless an offer of such shares shall have been made to the holders of the other ordinary shares of the Company at the price fixed at the last preceding Annual Meeting of the Shareholders of the Company for ordinary shares, or, if no price shall have been fixed, then at par value. Every offer so made shall be sent to the Secretary of the Company, and if not accepted within one month, shall be held to be declined.

38.—The Board may, in their sole discretion, refuse to register any transfer of shares to a transferee of whom they do not approve. The Board shall not be bound to assign any reason for refusing to register a transfer.

39.—Every instrument of transfer shall be left at the office, or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred, and if passed shall remain in the custody of the Board, but shall be, at all reasonable times, produced at the request and expense of the transferor and transferee, and their respective representatives, or any of them. Any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.

40.—When any shares have been converted into stock, the several holders of such stock may henceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which any shares in the capital of the Company may be transferred, or as near thereto as circumstances admit.

41.—The registration of a transfer shall be conclusive evidence of the approval of the transferee by the Board.

42.—No transfer shall be registered during the seven days immediately preceding and the seven days immediately following the Annual General Meeting.

43.—The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to the registered shares or stock of such member.

44.—Any person becoming entitled to any share in consequence of the death or incapacity of any member, or of the marriage of any female member, may, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Directors think sufficient, and with the consent of the Directors (which consent it shall be in their absolute discretion to either give or refuse), be registered himself as a member in respect of such share, or, subject to the regulations as to transfers herein contained, may transfer the same to some other person.

45.—The trustee or assignee of any bankrupt member, and such bankrupt member during his bankruptcy, shall not be entitled to exercise any of the rights of a member; but such trustee or assignee may, subject to the provisions of these Articles, sell the shares of the said bankrupt member.

46.—Sales of shares of the Company under any of the powers authorising the Board in that behalf may be made either by public auction or private contract to any member or any other person who will purchase the same, and the Board shall be entitled to receive, and give a discharge for, the price of such shares, and the purchaser shall be entered in the register as a member in respect of such shares, and a certificate of proprietorship shall be delivered to him. Such sales shall be subject to the provisions of these Articles.

GENERAL MEETINGS.

47.—The first General Meeting of the Company shall be held at such time (not being less than one month nor more than three months after the date of registration of these presents), and at such place as may be determined by the Board.

48.—One stated general meeting shall be held annually at such time and place as shall be prescribed by the Board. The first annual general meeting shall be held in 1915.

49.—The above-mentioned general meetings shall be called ordinary general meetings; all other meetings of the Company shall be called extraordinary general meetings.

50.—The Board may, whenever they think fit, convene an extraordinary general meeting. They shall also comply with the provisions of section 66 of the Companies (Consolidation) Act, 1908, or any statutory modification thereof for the time being, as to calling extraordinary general meetings on the requisitions of members.

51.—Seven days' notice at least, specifying the time and place of the ordinary general meeting, or of any general meeting called by the Board, shall be given in writing by circular addressed to the shareholders by the Secretary or Manager or other officer of the Company, or any other person appointed by the Board to do so. The Board may also, at their discretion, give notice of such meeting by advertisement, in addition to the above notice by circular.

52.—The omission to give any such notice to any of the members entitled to notice, not exceeding in all one-tenth in number of the whole members so entitled, shall not invalidate the proceedings at any general meeting.

PROCEEDINGS AT GENERAL MEETINGS.

53.—The business of an ordinary general meeting shall be to receive and consider the statement of accounts and balance-sheet of the Company, the report of the Directors and of the Auditor or Auditors, to elect Directors and an Auditor or Auditors in the place of those retiring by rotation, to fix the remuneration of the Auditor or Auditors, and to decide on the recommendation of the Board as regards dividends. All other business shall be deemed special, and shall be transacted at an extraordinary general meeting.

54.—Any shareholder entitled to vote, may, on giving not less than five clear days' notice, submit to a general meeting any resolution beyond the matters referred to in the notice calling the meeting, or the purposes for which it is called. Such notice shall be given by leaving a copy of the proposed resolution at the office, and the Board may, if they think fit, send a copy of such proposed resolution to the shareholders.

55.—Three or more members personally present, holding in the aggregate £2000 in nominal value of the capital of the Company, shall be a quorum for a general meeting, and no business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the business.

56.—If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by or upon the requisition of members, as hereinbefore provided, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week, at the same time and place, and if, at such adjourned meeting, a quorum be not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

57.—The Chairman of the Board, if present, shall preside as chairman at every meeting of the Company, but if he be not present within ten minutes after the time appointed for holding the meeting, or shall decline to take or shall retire from the chair, the members present in person and entitled to vote shall choose one of the Directors, and, failing a Director, one of their own number, to be chairman of such meeting.

58.—The chairman presiding at any meeting may, with the consent of the meeting, adjourn such meeting from time to time, and from place to place.

59.—At any adjourned meeting the members present in person or by proxy shall have power to decide upon all matters that could lawfully have been disposed of at the meeting from whence the adjournment took place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

60.—Every question submitted to a general meeting shall be determined by show of hands of the whole shareholders present in person; but a poll may be forthwith demanded by any one or more of the shareholders present. Unless a poll be demanded, a declaration by the chairman that a resolution has been carried, and an entry to that effect in the minute of proceedings of the Company, shall be sufficient evidence of the fact, without proof of the number, proportion, or validity of the votes recorded in favour of or against such resolution.

61.—In case of an equality of votes upon any question, the chairman of the meeting, both on show of hands and at the poll, shall have a casting vote in addition to the votes he may be entitled to as a shareholder.

62.—If a poll is demanded, it shall be taken in such manner and at such time and place as the chairman presiding at the meeting at which a poll is demanded shall direct; and the result of such poll shall be deemed to be the resolution of the Company.

63.—The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

64.—Every holder of shares shall have at all times one vote for each share. Holders of less than ten shares shall have no vote.

65.—If more persons than one are jointly entitled to a share, any one of such persons may vote at any meeting, either personally or by proxy in respect thereof, as if he were solely entitled thereto, and if more than one of such persons be present at any meeting either personally or by proxy, that one whose name stands first on the register of members as one of the holders of such share shall alone be entitled to vote in respect thereof.

66.—Any member being absent, insane, idiot, or of unsound mind, may vote by his factor, attorney, commissioner, judicial factor, *curator bonis*, committee, or other legal curator; and if any member be a

minor, he may vote by his legal guardian, tutor, or curator, or, if he have more than one guardian, tutor, or curator, by one of their number who may be appointed by a majority of the whole to act as their proxy.

67.—No member shall be entitled to vote or exercise any privilege in respect of any share upon which any call shall be unpaid, nor, except at the first general meeting, in respect of any shares of which he shall not have been the registered proprietor for at least three months.

68.—Votes may be given either personally or by proxy, but subject to the provisions of clause 65 no person except a member entitled to vote at a general meeting shall be appointed a proxy, except that if more persons than one are jointly entitled to a share and one of them is entitled to vote at a general meeting, any one of such persons may act as a proxy.

69.—Every instrument appointing a proxy shall be in writing under the hand of the appointer, or, if such appointer be a corporation, under the hand of the manager, secretary, or some other principal officer thereof, and need not be attested by any witness.

70.—The instrument of proxy shall be deposited at the office of the Company not less than twenty-four hours before the meeting at which the person named in said instrument proposes to vote.

71.—The instrument appointing a proxy may be in the following or similar terms:—

I,	of	being a member of
Gorrod, Davie, Kemp, Walker & Company, Limited, and entitled to		vote (or votes), hereby
appoint	of	; whom failing,
of	to attend, vote, and act for me at the meeting of the Company to be held	
on the	day of	and at any adjournment thereof.—In witness whereof, I
have hereunto set my hand, this	day of	19

BOARD OF DIRECTORS.

72.—The number of Directors shall be not less than two or more than five.

73.—The qualification of a Director shall be the holding in his own right of shares or stock of the nominal value of £500. A first Director may act before acquiring his qualification, but shall, in any case, acquire the same within one month from his appointment, and, unless he shall do so, he shall be deemed to have agreed to take the said shares from the Company, and the same shall be forthwith allotted to him accordingly.

74.—The first Directors of the Company shall be:—William Wade Gorrod and George Davie, both Millers and Grain Merchants, Aberdeen, who shall have power at any time to appoint one additional Director, whose term of office shall be subject to the provisions of Article 77 hereof.

75.—The office of any member of the Board shall be vacated—

If he become bankrupt or insolvent, or suspend payment, or compound with his creditors.

If he be declared lunatic or become of unsound mind.

If he cease to hold the required number of shares to qualify him for the office.

If he is absent from the Board for four consecutive meetings without the consent of the Board.

76.—No Director shall be disqualified by his office from contracting with the Company, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested, be voided, nor shall any Director so contracting, or being such member, or so interested, be liable to account to this Company for any profit realised by such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, but no such Director shall vote in respect of any such contract or arrangement, and the nature of his interest must be disclosed by him at the meeting of the Board at which the contract or arrangement is determined on, if his interest then exist, or in any other case at the first meeting of the Board after the acquisition of his interest.

ROTATION OF DIRECTORS.

77.—The first Directors shall continue in office until the close of the ordinary general meeting of the Company in the year 1915, and at such meeting, and at every succeeding ordinary general meeting, one of the Directors shall retire from office.

78.—The Director to retire at the ordinary general meeting to be held in the year 1915 shall, unless the Directors agree among themselves, be determined by ballot; in every subsequent year, the one who has been longest in office shall retire. In the event of those who have been longest in office exceeding

two in number, it shall, unless the Directors agree among themselves, be determined by ballot which of them is to retire.

79.—A retiring Director shall, if qualified, be eligible for immediate re-election.

80.—When any question arises as to retirement in rotation of any Director, it shall, except as provided for in Article 78, be decided by the Board, whose decision shall be final and binding on all concerned.

81.—The Company, at the Ordinary General Meeting at which any Directors retire, shall fill up the vacant offices by electing Directors in their stead, unless it shall be resolved at such meeting that the vacant offices are not to be filled up.

82.—If at any meeting at which an election of Directors ought to take place, or at any adjournment thereof, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall continue in office until the annual general meeting in the following year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

83.—Any casual vacancy in the Board may be filled up by the Board, but any person so chosen shall hold his office only until the next ordinary general meeting.

84.—The continuing Directors, or Director, if only one, may act, notwithstanding any vacancies in the Board, provided that, if the number of the Board be less than the prescribed minimum, the remaining Directors or Director shall forthwith appoint an additional Director or Directors to make up such minimum, or convene a general meeting of the Company for the purpose of making such appointment.

85.—A Director may at any time give notice in writing of his wish to retire by delivering such notice at the office; and on the acceptance by the Board of his retiral, but not before, his office shall be vacant.

PROCEEDINGS OF THE BOARD.

86.—The Board shall meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum. The Board may meet at such place or places as they may themselves determine.

87.—Questions arising at any meeting shall be decided by a majority of votes; and in case of an equality of votes, the chairman shall have a second or casting vote.

88.—Any Director may at any time require the Manager or Secretary of the Company to summon a meeting of the Board, by giving notice in writing to that effect to him at the office, not less than three clear days before the day proposed for such meeting.

89.—The Board, saving and excepting their powers to borrow money and make calls, may delegate any of their powers to a committee or committees, consisting of such member or members of their body as they may think fit; and such committee or committees shall, in the exercise of the power so delegated, conform to any regulations that may be imposed on them by the Board.

90.—The chairman of the Board shall be the chairman of all committees; if he be not present at the time appointed for holding any committee meeting, the members present shall choose one of their own number to be chairman. Questions arising at a committee meeting shall be decided in the manner provided for in Article 87.

91.—All acts done by the Board, or any committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the committee, or Director, or other person acting as aforesaid, or that they or any of them were disqualified, or had never possessed the requisite qualification, be as valid as if every such person had been duly appointed and were qualified to be a Director, and as if such a committee had been duly appointed.

92.—The Board shall cause minutes to be made in books provided for that purpose—

- Of all appointments of officers, managers, or agents made by the Board;
- Of the names of the Directors present at each meeting of the Board and Committees;
- Of all orders made by the Board; and
- Of all resolutions and proceedings of general and other meetings of the Company, and of the Board and Committees of Directors.

93.—Any such minute, if signed by any person purporting to be the chairman of any meeting of the Board, Committee, or meeting of the Company, shall be receivable in evidence without any further proof.

94.—The Company in general meeting may, by a special resolution, remove all or any of the members of the Board before the expiration of his or their period of office, and may appoint one or more qualified members in his or their place. The member or members so appointed shall hold office during such time only as the member or members of the Board in whose place he or they are appointed would have held the same if he or they had not been removed.

POWERS OF THE BOARD.

95.—The management of the Company shall be vested in the Board, who shall have and exercise all such powers of the Company as are not by Act of Parliament or these presents expressly declared to be exercisable by the Company in general meeting, subject, nevertheless, to such regulations as may be prescribed by the Company in general meeting; but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made; and without limiting or controlling any general or other power of authority by these presents given to them expressly or by implication, or which is or may be vested in them by virtue of their office, the Board shall have the specific powers following:—

- (1) They may instruct any part of the property acquired, or to be acquired, by the Company, whether absolutely or in security, to be taken, and held either by the whole of the Directors, or a selection of their number, or by any other persons they may from time to time appoint separately or along with all or any of the Directors, in trust for behoof of the Company, declaring that said Directors or others shall not be bound to take the titles to such property expressly as trustees for the Company; but an entry in the books of the Company indicating that such property is held in trust for the Company, or the payment of the price or any part thereof out of the funds of the Company, shall sufficiently instruct that the same is held in trust for the Company.
- (2) They may sell all or any part of the Company's property for such price or other consideration as to them may seem proper, and they may exchange or exchang all or any part of said property.
- (3) They may farm, let, sublet, or otherwise use all or any of the lands and heritages belonging to, or held by, the Company.
- (4) They may from time to time receive or deposit, borrow, or otherwise raise, for the purposes of the Company, such sums of money as they shall from time to time think proper, at such rate of interest and upon such terms and with such provisions in favour of the lender as they may approve; and as security for any money so received, borrowed, or raised, the Directors may dispoise, mortgage, pledge, grant bond and disposition in security over, or charge the whole or any part of the property, assets, or revenue of the Company (including its uncalled capital), or may dispoise, transfer, or convey the same absolutely or in trust, and may give lenders or creditors powers of sale and other usual and necessary powers. They may also issue any bonds, debentures, debenture stock, bills, notes or other instruments, and any such bonds, debentures, or debenture stock may be made redeemable by drawings or otherwise, or may be made irredeemable and may be issued at par, at a premium, or otherwise, provided that the total amount secured by debentures or debenture stock (in these presents called debenture capital) outstanding at any one time shall not exceed one-half the amount of the share capital of the Company for the time being issued and subscribed. The sums otherwise borrowed shall not exceed at any one time £10,000 without the sanction of a general meeting. No lender shall be bound to inquire as to the occasion or the necessity of any such loan or the validity of the resolution of the Directors authorising the same, or be affected by any misapplication of such loan, or by any irregularity in the issue thereof. All the debenture capital for the time being issued shall rank *pari passu* in point of charge, notwithstanding any difference in the date of the creation or issue thereof, or of the resolution or decision of the Directors authorising the creation or issue thereof, unless otherwise determined by the Company in general meeting, previous to the issue thereof.
- (5) They may, upon such terms as they think fit, but subject to approval of a general meeting of the Company, and to the giving of the requisite notice for such meeting, amalgamate with, or purchase, or acquire the business and property of any company, partnership, or person carrying on any business included amongst the objects of the Company, as specified in the Memorandum of Association, and may pay for the same either in cash or in shares, to be treated as either wholly or in part paid up, or partly in cash or partly in such shares, or in such other manner as the Board may from time to time deem expedient.

- (6) They may authorise any person or persons to draw, accept, endorse, or sign, on behalf of the Company, bills, promissory notes, cheques, drafts, and orders, and failing any special authority, cheques shall be drawn and signed by a Director and the Secretary—a copy or excerpt from the minutes of the Board, certified by the Secretary or other principal officer of the Company, being sufficient evidence of such authority.
- (7) They may from time to time, as they think fit, remove any person from the office of trustee for the Company.
- (8) On the death, resignation, or removal of any trustee, or of any person ceasing in any way to be a trustee for the Company, they may, in their discretion, cause all such deeds and things to be done and executed as are necessary to vest the trust property in any new trustee or trustees, as the Board think fit.
- (9) They may release, compromise, or refer to arbitration claims and demands by and against the Company, and commence, conduct, refer to arbitration, settle, and abandon legal and other proceedings by and against the Company.

96.—All deeds or formal writings by the Company, in addition to being sealed, shall be signed by at least one of the Directors, and by the Secretary: and all deeds so signed and sealed shall be valid and sufficient. Such subscriptions on behalf of the Company shall be equally binding and effectual whether attested by witnesses or not.

INDEMNITY.

97.—The Directors and any trustees for the Company shall at all times be indemnified out of the funds of the Company against all loss, costs, and charges which they may incur or be put to by reason or in consequence of any act, matter, or thing done or permitted by them, in or about the *bona fide* execution of the duties of their office; and each of them shall be chargeable only with as much money as he may actually receive, and shall not be answerable or accountable for loss, unless such loss shall be sustained through his wilful neglect or default.

98.—No Director or trustee, his heirs, executors, or administrators, shall be liable for any other Director or trustee, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the funds of the Company shall be invested, or for any loss or damage which may arise from the bankruptcy, insolvency, or wrongful act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same shall happen through his own wilful neglect or default.

DIVIDENDS.

99.—The Board may, with the sanction of the Company in general meeting, declare a dividend to be paid to the members. Such dividend shall be declared on the amount actually paid on the shares.

100.—In the year 1914 the Directors may pay a dividend to the Preference Shareholders, although their profits for the year may not be ascertained, but thereafter no dividend shall be payable except out of the profits of the Company, and the declaration of the Board as to the amount thereof shall be conclusive.

101.—The Board may deduct from the dividends payable to any member all such sums of money as may be due and payable by him to the Company on account of calls or otherwise.

102.—The Company may establish a fund to be called the "Permanent Reserve Fund," and before paying any dividend on the ordinary shares of the Company, they may carry to the credit of such fund such sum annually as may be resolved upon, and which fund shall be used for such purpose as the Directors, with the consent of a majority of the shareholders, may think expedient, and all interest or revenue derived from said fund shall belong to the Company, and the money from time to time standing to the credit of the reserve fund may, subject to the provision of Article 27, be invested or employed in such way and manner as the Directors may from time to time resolve upon, and the Board may further, before recommending any dividend to the ordinary shareholders, set aside out of the profits of the Company such sum as they think proper as a reserve fund for equalising dividends, improving, repairing, maintaining, and insuring the property of the Company, or any part thereof, or for losses, or for any other purpose whatsoever that may seem to

them proper, and the money from time to time standing to the credit of this latter reserve fund may, subject as aforesaid, be invested or employed in the business of the Company or otherwise.

103.—The receipt of the person appearing by the register to be the holder of shares shall be a sufficient discharge to the Company for any dividend or other money payable in respect of such shares; and where several persons are the joint holders of a share, the receipt of any one of them shall be a good discharge to the Company for any dividend or other moneys payable thereon.

104.—All the dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

105.—No dividend shall bear interest against the Company.

106.—Notice of any dividend that may have been declared shall be given to each member, or sent by post, or otherwise, to his registered place of address.

ACCOUNTS.

107.—The Board shall cause true accounts to be kept of the state and description of the several investments made with and by the Company of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure have taken place, and of the mortgages, bonds, debentures, obligations, securities, credits, assets, and transactions of the Company.

108.—At the Annual General Meeting in every year the Board shall lay before the Company a profit and loss account for the past year, made up to such date as the Directors may fix.

109.—The accounts so made shall show, arranged under convenient heads, the amount of gross revenue and the amount of gross expenditure, distinguishing the expense of salaries and other like matters.

110.—A balance sheet shall also be made out to such date as may be fixed, as aforesaid, in every year after the year 1914, and laid before the Ordinary General Meeting of the Company; and such balance sheet shall contain a faithful summary of the property, securities, and liabilities of the Company, arranged under suitable heads.

111.—A copy of the balance sheet, profit and loss account, report by the Directors, and report by the Auditors hereinafter referred to, shall lie at the office of the Company for six days prior to each Annual General Meeting, and shall during that period be open to inspection by each member. The Board may, if they think proper, cause copies thereof to be sent to the members or any of them.

AUDIT.

112.—The accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

113.—The first Auditor or Auditors shall be appointed by the Board, and shall act until the Ordinary General Meeting in the year 1915. Subsequent Auditors shall be appointed by the Company in General Meeting.

114.—An Auditor need not be a member of the Company. No person shall be eligible as an Auditor who is interested otherwise than as a member in any transaction of the Company, and no Director or other officer of the Company, or partner of such Director or officer, shall be eligible as Auditor during his continuance in office.

115.—The appointment of Auditors shall be made by the Company at their Ordinary General Meeting in each year.

116.—The remuneration of the first Auditors shall be fixed by the Board; that of subsequent Auditors shall be fixed by the Company in General Meeting.

117.—Any Auditor shall be eligible for re-election immediately on his quitting office.

118.—If any casual vacancy occurs in the office of Auditor, the Board may temporarily fill up the same until the next General Meeting of the Company, when such vacancy shall be filled up by the meeting.

119.—If an appointment of an Auditor is not made in manner aforesaid, the retiring Auditor shall be held to be re-appointed.

120.—Every Auditor shall comply with the provisions of the Companies (Consolidation) Act, 1908, or any statutory modification thereof in force at the time.

DISSOLUTION OF THE COMPANY.

121.—The dissolution of the Company may be determined on by the Company whether the object be the absolute and final extinguishment of the Company, or the reconstruction or modification of the Company, or the amalgamation of the Company with any other Company, or any other object.

122.—If it shall at any time appear to the Board that one-half of the capital of the Company for the time being paid up is lost, they shall thereupon summon an Extraordinary General Meeting to consider whether or not the Company shall be dissolved and wound up.

123.—The Company, by a resolution passed by three-fourths of the votes at an Extraordinary General Meeting, convened with notice of the object, and confirmed by a similar majority at a Second Extraordinary General Meeting, convened in like manner, and held not less than fourteen days nor more than one month thereafter, may determine on the dissolution of the Company.

124.—At such Second Extraordinary General Meeting the Company shall prescribe the time at which the dissolution, if resolved on, shall take place, and the mode in which it will be conducted.

125.—In the event of the Company being wound up, the different share or stocks of the Company shall be repaid out of the assets of the Company as realised, in the order in which they are entitled to rank for payment of dividend, and upon the holders of preference shares being paid the par value of their shares, the whole assets of the Company shall belong to and be divided among the ordinary shareholders.

NOTICES.

126.—A notice or other document shall be deemed to be served by the Company upon any member whose registered place of address is in the United Kingdom by leaving it at, or by sending it through the post in a prepaid envelope or cover, to such registered place of address.

127.—As to any member whose registered place of address shall not be in the United Kingdom, the office of the Company shall, as regards the service of notices or other documents, be deemed to be his registered place of address in the United Kingdom; but any such member may intimate in writing to the Company some place in the United Kingdom which he may desire to be registered as his place of address, and on receipt of such intimation an entry shall be made in the register in accordance therewith.

128.—All notices or other documents shall, with respect to any shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, unless such joint holders, or a majority of them, otherwise direct; and notices given in terms of this article shall be sufficient notice to all the holders of such shares.

129.—Any notice left or posted as aforesaid shall be deemed to have been duly served on the day of leaving or posting the same; and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and left or put into the Post Office.

130.—Any notice or document delivered, or sent by post to, or left at the registered address of, any member, shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served on his heirs, executors, and administrators.

131.—Every person who, by operation of law, transfer, or other means whatsoever, shall become entitled to any share or stock, shall be bound by every notice in respect of such share or stock which, previously to his name and address being entered in the register, shall have been duly given to the person from whom he derives his title to such share or stock.

132.—In giving notice, the day of service and the day upon which notice expires shall not be computed.

IN WITNESS WHEREOF, the parties have herunto set their names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Wm. D. Ford, 8 Chapel St. Aberdeen, Grain Merchant.
George Davie, 8 Chapel St. Aberdeen, Grain Merchant

Dated this Twentieth day of February, Nineteen hundred and fourteen.

Witness to the above signatures,

Alexander Roy
One North Street, Elgin,
Law Clerk.

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



W. J. G. 1
23/2/14.
H

The NOMINAL CAPITAL of the

Gorrod, Davie Kemp Walker & Company, Limited,

is £ 10 000, divided into 10 000 shares of £ 1

each.

Signature

James & Co.

Description

Subscribers
E. J. M.

Date

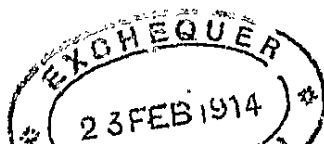
21st February 1914.

REGISTERED

23 FEB. 1914

No. 2453

Form No. 25.



The Stamp Act, 1891 (54 & 55 Vict., ch. 39, sec. 112), as amended by the Finance Act, 1899 (62 & 63 Vict., ch. 9, sec. 7), provides that:—"A statement
"of the amount which is to form the nominal share capital of any Company
"to be registered with limited liability shall be delivered to the Registrar of
"Joint Stock Companies in England, Scotland, or Ireland, and a statement of the
"amount of any increase of registered capital of any Company now registered, or to
"be registered, with limited liability, shall be delivered to the said Registrar, and every
"such statement shall be charged with an *ad valorem* Stamp Duty of Five Shillings
"for every One Hundred Pounds and any fraction of One Hundred Pounds over any
"multiple of One Hundred Pounds of the amount of such capital or increase of capital,
"as the case may be."

Gorrod, Davie, Kemp, Walker &

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

Vict., ch. 39, Stamp Act, 1891, as amended by s. 7 of 62 and 63 Vict., ch. 9 (Finance Act,

1899). (NOTE.—The Stamp Duty on the Nominal Capital is Five 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



COA 457
Green, 28th February, 1914

Dear Sirs,

We hereby undertake to convey to a Company in course of being formed and to be named Gorrod, Davie, Kemp, Walker and Company, Limited:-

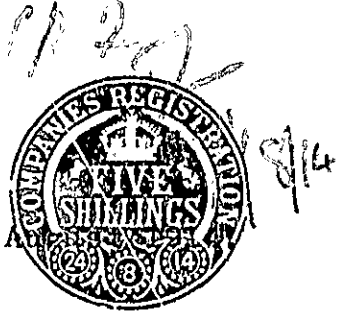
- (1) Cults Mills at the price of..... £2700..
- (2) Huntly Street Property at the price of.£900.
- Less: Bond thereon.....£2500. 400.

It is a condition of this that if we are able to sell this property at a higher price than £900 before 15th May next we shall be entitled to do so, and this will not become a binding contract as regards this property.

- (3) Our interest in South Market Street premises at..... 250.
- (4) The whole moveables in connection with our business of Corn, Seed and Grain Merchants and Millers, (including Machinery Stock in trade, book debts and all effects) as the same may be valued, ascertained and fixed.

And we agree that payment to us therefor shall be made by the allotment to us of fully paid shares in the said Company in lieu of/

8991/12 3.



ABERDEEN, 15th August 1914

Am

With reference to the foregoing Agreement, and the Letter of Undertaking or Agreement adopting same hereto pre-fixed, we, Gorrod, Davie, Kemp, Walker and Company Limited (which has now been incorporated) and the respective parties to these Agreements, hereby mutually agree as follows and make this addition to the foregoing Agreement dated Twentieth July Nineteen hundred and fourteen, viz:- It is hereby agreed, admitted and declared that the value of the whole moveables in connection with the business of Gorrod and Davie of Corn, Seed and Grain Merchants and Millers (including Machinery, Stock-in-Trade, book debts, and all effects) was duly fixed and ascertained at the sum of Three thousand eight hundred and thirty two pounds.

x... *Gorrod & Davie*
x... *W. W. Kemp*
x... *George Davie*
x... *R. Walker*
x... *James McLean*
George Davie Director
James McLean
W. W. Kemp Secretary

Copy.

U N D E R T A K I N G

- by -

GORROD a n d DAVIE

- to -

Themselves and others on behalf of
Gorrod, Davie, Kemp Walker, and
Company, Limited.

- With -

Adoption by said Company annexed.

1914.



Department of Trade and Industry

COMPANIES REGISTRATION OFFICE

102 George Street Edinburgh EH2 3DJ

Telephone 031-225 5779 ext 142

GORROD, DAVIE, KEMP, WALKER & COMPANY,
LIMITED
225 MARKET STREET
ABERDEEN
AB1 2PT

Your reference

Our reference DISS5/

Date

008997

26 July 1988

— COMPANIES ACT 1985

—
In pursuance of section 652(3) of the Act the Registrar of Companies hereby gives NOTICE that at the expiration of three months from the date of this Notice the name of the company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

J. WALLACE

for Registrar of Companies

DISS5