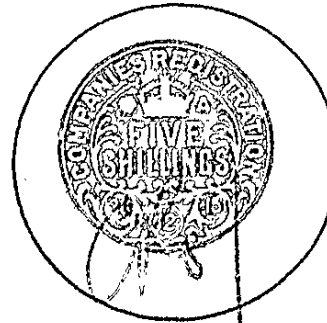


No. 800.

No. of  
Certificate) 142550

# THE COMPANIES (CONSOLIDATION) ACT, 1908.



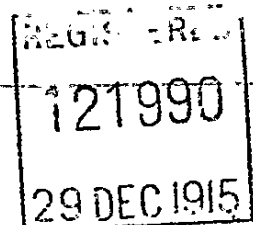
A 5/-  
Companies  
Registration  
Fee Stamp  
to be  
impressed  
here.

DECLARATION of Compliance with the requirements of the Companies

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

(8 Edw. 7, c. 69), on behalf of a Company proposed to be registered as ~~the~~

D. Redfearn, Limited



Presented for Filing

by J. C. Smith

Solicitor

Waterhouse & Gayle  
Berwick-upon-Tweed

I. Thomas Cleghorn Smith  
of 9, Church Street in the Borough  
of Berwick-upon-Tweed, Solicitor

(a) Here insert:  
"A Solicitor of the  
High Court engaged  
in the formation,"  
or  
"A person named in  
the Articles of Associ-  
ation as a Director or  
Secretary."

Do solemnly and sincerely declare that I am<sup>(a)</sup> a Solicitor  
of the High Court engaged in the  
formation

of the

D. Redfearn

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 Berwick-upon-Tweed  
in the County of the Borough  
and Town of Berwick-upon-Tweed  
the 28th day of December  
one thousand nine hundred and eight before

T. Smith

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

Form No. 25.

No of Certificate

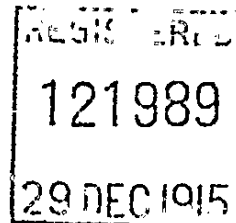
142550



*D. Redfearn,*

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

*J. C. Smith*

*Solicitor, Berwick-upon-Tweed*

*Wheatbrow & Co. Solicitors*

PUBLISHED AND SOLD BY  
WATERLOW BROS. & LAYTON, LIMITED,  
Company Printers and Registration Agents,

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

The NOMINAL CAPITAL of the

D. Redfearn,

Company, Limited,

is £ 2,200, divided into 2,200 Shares of

£1-0-0 each.

Signature

William Thomas Redfearn

Description

Secretary

Date

28th December 1915

---

COMPANY LIMITED BY SHARES.

---

---

Memorandum

AND

Articles of Association

(Adopting Table "A")

OF

D. REDFEARN, LIMITED.

A Private Company within the meaning of the above Acts.

---

REGISTERED THE DAY OF , 19 .

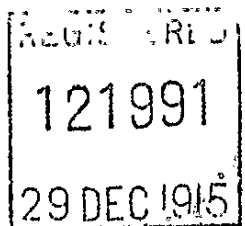
LONDON :  
WATERLOW BROS. & LAYTON, LIMITED,  
COMPANY PRINTERS AND REGISTRATION AGENTS,  
WATERLOW HOUSE, BIRCHIN LANE E.C.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

**D. REDFEARN, LIMITED.**



1. The name of the Company is "D. REDFEARN, 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 at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the businesses following, that is to say the businesses of proprietors of, hirers of, and dealers in motor-cabs and motor-cars, carriages, vans, cycles, launches, boats, and other public and private conveyances of all descriptions, whether propelled by petrol, steam, electricity, animal traction, or other motive power, and the businesses of carriers of passengers and goods by land or water by public or private conveyances of all descriptions, whether propelled by petrol, steam, electricity, animal traction or other motive power, and the businesses of garage keepers and suppliers of petrol, electricity and other motive power to motor vehicles of all kinds, and manufacturers of and dealers in machinery component parts, accessories and fittings for all kinds of motor and other vehicles, and generally to carry on the said businesses in all their branches, or any businesses of a character similar or analogous to the foregoing, or any other business or any other works or manufactures which may seem to the Company capable of being conveniently carried on in connection

*Witnessed for the Company*

17

with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company or further any of its objects.

(b) To acquire by purchase and take over as a going concern the business now carried on at Berwick-upon-Tweed, in the County of Northumberland, by David Statham Robertson Redfearn, and the freehold property, goodwill, stock-in-trade, machinery, plant, utensils, tools, fixtures and fittings, contracts, and generally all or any of the assets of the said firm whatsoever, including the freehold property in Golden Square, Berwick, recently purchased for the said business.

(c) With a view to such sale and purchase, to enter into and carry into effect, with or without modification, an agreement which has already been prepared and is expressed to be made between the said David Statham Robertson Redfearn of the first part, James Park of the second part, and D. Redfearn, Limited, of the third part, a copy whereof has, for the purpose of identification, been endorsed with the signatures of subscribers hereto.

(d) To purchase or otherwise acquire any patents, brevets d'inventions, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licenses in respect of, or otherwise turn to account the property and rights so acquired.

(e) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(f) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.

(g) To enter into partnership or into any arrangement for sharing profits, or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorized to carry on, or any business or transaction capable of being conducted so as to benefit this Company. To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(h) Generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(i) To sell the undertaking of the Company or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares partly or fully paid up, debentures, debenture stock or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the purchaser or otherwise.

(j) To promote, finance or assist any other company or companies for the purpose of its or their 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 benefit this Company.

(k) To raise or borrow or secure the payment of money for the purpose of the Company upon such terms and on such security as may seem to the Company expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or not, and charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital.

(l) To make and execute any deed, indenture, agreement, appointment, or other legal or notarial act or document which may be necessary, expedient or desirable for effectuating or carrying out any matter or transaction



within the powers of the Company, or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable, commercial or transferable instruments or securities.

(M) To pay all preliminary expenses of the Company, and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any 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.

(N) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.

(O) To lend money to such persons and on such terms as may seem expedient.

(P) To give any guarantee or indemnity as may seem expedient.

(Q) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Company.

(R) To distribute by way of dividend or otherwise any of the property of the Company in specie.

(S) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.

(T) To procure the Company to be registered or recognised, and to establish and maintain local registers, agencies and branch places of business in any colony or dependency, or in any foreign country or place.

(U) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards and donations.

---

 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.
 

---

James Park, Summerhill Terrace.

Bewick upon Tweed. Retired from Business  
David Skathans Robertson Redfearn,  
16 Albert Place, Bewick upon Tweed, Motor Car Proprietor

William Thomas Redfearn  
12 Church Street, Bewick upon Tweed, Clothier  
Robert Anderson Redfearn.

22 Hannah Street, Elswick, Newcastle upon Tyne  
Motor Drives.

---

Dated the 28<sup>th</sup> day of December, 1911.

Witness to the above Signatures,

Thomas Clegmore Smith  
Solicitor  
Bewick upon Tweed.

COMPANY LIMITED BY SHARES.

---

Memorandum

AND

Articles of Association

(Adopting Table "A")

OF

D. REDFEARN, LIMITED.

A Private Company within the meaning of the above Acts.

---

Registered the      day of      , 19      .



THE COMPANIES ACTS, 1908 AND 1913.

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# D. REDFEARN, LIMITED.

PRELIMINARY.

REGISTERED  
121992  
29 DEC 1915

1. Subject as hereinafter provided, the regulations in Table "A" shall apply to this Company.

2. The Company shall forthwith enter into an agreement with David Statham Robertson Redfearn and James Park, in the terms of the draft, a copy whereof has, for the purpose of identification, been subscribed by subscribers hereto, and the Directors shall carry the said agreement into effect, with full power nevertheless from time to time to agree to any modification of the terms of such agreement either before or after the execution thereof.

3. The Company shall be a private Company pursuant to the Companies Acts, 1908 and 1913, and for this purpose the number of the 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 50.

4. The Company shall not issue to the public any invitation to subscribe for any shares or debentures of the Company.

### SHARES AND CERTIFICATES.

5. The shares shall be under the control of the Directors, who may allot and dispose of the same to such persons, on such terms and in such manner as they think fit. Shares may be issued at par or at a premium, but no shares shall be issued at a discount.

6. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls, and such calls may be made payable by instalments.

7. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof, and shall not, except as ordered by a court of competent jurisdiction, be under any obligation to recognise any trust or equity or equitable claim to or interest in such share on the part of any other person, whether or not it shall have express or any other notice thereof.

#### TRANSFER OF SHARES.

8. Clauses 35 to 40 of Table "A" shall not apply.

9.—(A) No share shall, save as provided by clause (ii) of this Article, be transferred to a person who is not a Member, so long as any Member, or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership, is willing to purchase the same at the fair value.

(B) In order to ascertain whether any Member or person selected as aforesaid is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any Member of the Company or person selected as aforesaid at the price so fixed, or at the option of the purchaser at the fair value to be fixed by the Auditor in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(C) If the Company shall within the space of 25 days after being served with such notice find a Member or person willing to purchase the share (hereinafter called "the purchasing Member"), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing Member.

(D) In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

(E) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase-money, and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(F) If the Company shall not within the space of 28 days after being served with a transfer notice find a Member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to clause (r) of this Article, to sell and transfer the shares, or those not placed, to any person and at any price.

(G) The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any notice served on the Company, pursuant to clause (n) of this Article, shall be offered to the Members, and as to their rights in regard to the purchase thereof, and in particular may give any Member or class of Members a preferential right to purchase the same.

(H) Any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, widow or widower of such deceased Member, and clause (A) of this Article shall not apply to any transfer authorized by this clause.

(I) The Directors may refuse to register any transfer of a share (a) where the Company has a lien on the share; (b) where it is not proved to their satisfaction that the

proposed transferee is a responsible person: (c) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to Membership. But paragraphs (b) and (c) of this clause shall not apply where the proposed transferee is already a Member, nor to a transfer made pursuant to clause (ii) of this Article.

#### BORROWING POWERS.

10. The amount for the time being remaining undischarged of moneys borrowed or raised by the Directors for the purposes of the Company (otherwise than by the issue of Share Capital) shall not exceed at any time the sum of £2,000 without the sanction of the Company in General Meeting.

#### MEETINGS.

11. Whenever it is intended to pass a Special Resolution, the two Meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second Meeting contingently on the Resolution being passed by the requisite majority at the first Meeting.

12. An instrument appointing a proxy may appoint several persons in the alternative, and clause 67 of Table "A" shall be modified accordingly.

13. Two Members personally present at a General Meeting of the Company shall be a quorum, and Article 51 shall be modified accordingly.

#### DIRECTORS.

14. The said David Statham Robertson Redfearn, James Park, William Thomas Redfearn, and Robert Anderson Redfearn, shall be the first Directors, and each of them shall be entitled, subject to clause 20, to retain office so long as he holds shares of the nominal value of £300, and whilst holding office by virtue of this provision shall be called a permanent Director. Articles 75 and 86 of Table "A" shall not apply to a permanent Director.

15. The Directors, including permanent Directors, shall not be less than two nor more than five.

16. The Company in General Meeting shall have power to appoint the ordinary Directors and to fix their remuneration and qualification.

17. Unless otherwise determined by the Directors, two shall form a quorum at a Meeting of Directors.

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

19. Clauses 68, 70 and 73 of Table "A" shall not apply.

#### DISQUALIFICATION OF DIRECTORS.

20. The office of a Director shall be vacated:—

(A) If he become bankrupt or insolvent or compound with his creditors.

(B) If he become of unsound mind or be found a lunatic.

(C) If he be convicted of an indictable offence.

(D) If he absent himself from the Meetings of the Directors for a period of six months, except through illness, without special leave of absence from the other Directors.

(E) If he give the Directors one month's notice in writing that he resigns his office.

Clause 77 of Table "A" shall not apply.

21. A Director may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Board at or before the time when such contract, arrangement or dealing is determined upon his interest therein; or, if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. But except in respect of the acquisition and taking over referred to in Article 2 hereof, no Director shall vote as a Director in regard to any contract, arrangement or dealing in which he is interested, or upon any matter arising thereout, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or deal is under consideration.

22. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship, and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.



## WINDING UP.

23. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company, including any shares in other companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

## INDEMNITY.

24. Every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the Members over all other claims.

(v) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employes or ex-employes of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful objects.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The capital of the Company is £2,200, divided into 2,200 shares of £1 each.

6. The Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or new capital as Ordinary, Preferred or Deferred shares, and to attach to any class or classes of such shares any preferences, rights, privileges or priorities in payment of dividends or distribution of assets or otherwise over any other shares, or to subject the same to any restrictions, limitations or conditions, and to vary the regulations of the Company as far as necessary to give effect to the same, and upon the sub-division of a share to apportion the right to participate in profits in any manner as between the shares resulting from such sub-division.

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.
James Park Summerhill Terrace Berwick upon Tweed. Retired from business David Skatham Robertson Reape 16 Albert Place, Berwick upon Tweed. Motor Car proprietor	One One.
William Thomas Redfearn 12 Church Street, Berwick upon Tweed, Clothier	one
Robert Anderson Redfearn 22 Hannah Street, Berwick, Newcastle upon Tyne Motor Driver.	one

Dated the 28<sup>th</sup> day of December, 1915.

Witness to the above Signatures,

Thomas Clegburn Smith  
Solicitor  
Berwick upon Tweed.

DUPLICATE FOR THE FILE.

No. 142560



# Certificate of Incorporation

I Hereby Certify, That the  
*D. Redfearn, limited*

is this day Incorporated under the Companies Acts, 1903 and 1913, and that the Company  
is Limited.

Given under my hand at London this Twenty-ninth day of December  
One Thousand Nine Hundred and fifteen.

Fees and Deed Stamps £4:10:0.

Stamp Duty on Capital £5:10:0.

Assistant Registrar of Joint Stock Companies.

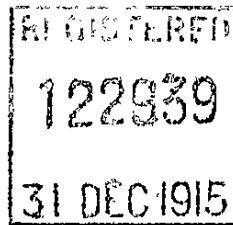
Certificate received by *J. Forster & Waterlad Brotherton*  
*Birch Lane*  
*E.C.*

31<sup>st</sup> December 1915.

No. 800A.

Certificate No.

14-235 D  
5



"THE TRADING WITH THE ENEMY AMENDMENT ACT, 1914."

(4 & 5 GEO. 5, C. 12.).

(No Registration  
Fee payable.)

DECLARATION made pursuant to S. 9 (1) (a) of the said Act.

Name of Company

*D. Redfearn Limited*

Presented for Filing

by

*J. C. Smith*  
*Solicitor*

*Research upon the*

I *Thomas Blegghorn Smith*  
of *9 Church Street in the Borough*  
of *Berwick upon Tweed* Solicitor

Do solemnly and sincerely declare that I am a Solicitor of the Supreme  
Court engaged in the formation of

*D. Redfern*

Limited, and that the Company is not formed for the purpose or with  
the intention of acquiring the whole or any part of the undertaking  
of a person, firm or Company the books <sup>and</sup> ~~or~~ documents of which are  
liable to inspection under sub-section (2) of section 2 of the Trading  
with the Enemy Act, 1914. 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."

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

Declared at

*Berwick upon*  
*Tweed*

the *20<sup>th</sup>* day of *December*  
one thousand nine hundred and *fifteen* before

me.

*T. B. Smith*

Number of  
Company

142550/57

[Form No. 103.]

## THE COMPANIES ACT, 1948

### Notice of

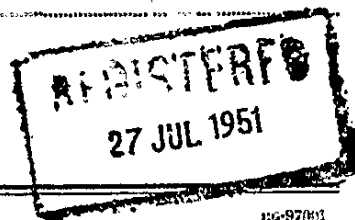
Place where the Register of Members is  
kept, and of any change thereof

*Pursuant to Section 110 of The Companies Act, 1948*

NAME OF COMPANY

D. REDFEARN

LIMITED.



ams: "CERTIFICATE, ESTRAND, LONDON."

Telephone Number: Holborn 0434 (6 Lines).

**JORDAN & SONS, LIMITED,**

Company Registration Agents, Printers, and Publishers,  
16 Chancery Lane, London, W.C.2, and 13 Broad Street Place, E.C.2.

entitled by

Messrs. T.C. Smith & Sons,

Solicitors,

Berwick-upon-Tweed



**Notice**  
of  
**Place where the Register of Members is kept,**  
**and of any change thereof,**  
**of**

**D. REDFEARN**  
**LIMITED.**

**To the Registrar of Companies**

**D. REDFEARN LIMITED**

hereby gives you Notice, in accordance with Section 110 of The Companies Act, 1948, that the place where the Register of Members is kept is  
**91 High Street, Berwick-upon-Tweed, Northumberland**

No. 1.  
The Number or Name (if any) of the Premises together with the street or road, town and county should be given, together with the name or style of the Firm or Company having custody (if appropriate).

Signature *[Signature]*

Officer, Director  
(State whether Director or Secretary.)

Dated the 20th day of July, 1957

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



# THE COMPANIES ACT, 1948

## COMPANY LIMITED BY SHARES

(COPY)

### Special Resolution

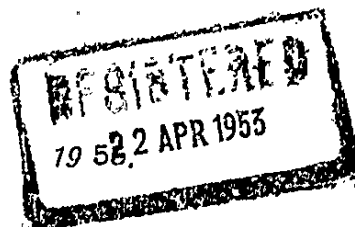
Pursuant to The Companies Act, 1948, Section 141 [and any other Section of the Act under which the Special Resolution is passed\*])

OF

D. REDFEARN

LIMITED

Passed the Tenth day of April



AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 91, High Street, Berwick-on-Tweed

in the County of Northumberland, on the Tenth day of April, 1953, the following SPECIAL RESOLUTION(S) was duly passed:—

[Here set out the exact words of the Special Resolution or Resolutions as passed.]

That Article 10 of the existing Articles of Association be deleted and the following new Article 10 be substituted:

The Directors may from time to time at their discretion raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company, present or future, including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, or in such other manner and on such terms in all respects as they may think fit."

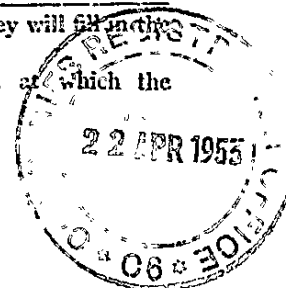
*John P. [Signature]* Chairman. (P.T.O)

\* Where this Form is returned to JORDAN & SONS, LIMITED, to be printed, they will fill in the correct references to the Sections under which the Special Resolution was passed.

† Here insert the full address of the place where the Meeting was held at which the Resolution was passed.

Filed by :

A3201



We certify that, to the best of our knowledge and belief, the conditions mentioned in Sub-Section (2) of Section 129 of the Companies Act, 1948 are satisfied at the date of the passing of this Resolution and have been satisfied at all times since the 1st July, 1948.

*John P. ...* Director.

*... G. ...* Secretary.

---

For full information as to Special and Extraordinary Resolutions and other matters see Sir FRANCIS GORE-BROWNE'S "Handbook on the Formation, Management, and Winding Up of Joint Stock Companies," by PHILIP J. SYRES, M.A., and STANLEY BORRIE; and "Jordans Company Law and Practice," by STANLEY BORRIE; both of which may be obtained from JORDAN & SONS, LIMITED, 116 Chancery Lane, London, W.C.2.

JORDAN & SONS, LIMITED, undertake the Printing, Stamping, and Registration of Special and Extraordinary Resolutions, Memorandums and Articles of Association, Prospectuses, Trust Deeds, Debentures, Agreements, Balance Sheets, and all other documents under The Companies Act, 1948.

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12-ES9429

Telegrams: "CERTIFICATE, ESTRAND, LONDON."

Telephone No.: HOLBORN 6434 (6 Lines)

## JORDAN & SONS, LIMITED

Company Registration Agents, Printers, and Publishers

116 Chancery Lane, London, W.C.2, and 13 Broad Street Place, E.C.2

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SPECIAL RESOLUTION  
of  
D. REDFEARN, LIMITED

Passed..27th January 1981

At an Extraordinary General Meeting of the above named  
Company duly convened and held at ~~Berwick-upon-Tweed~~...  
...12 o'clock..... on the..27th January 1981....  
the subjoined Special Resolution was duly passed, viz:-

That the Articles of Association of the Company  
be amended as follows:-

That Article 21 shall be modified to the effect  
that the second sentence -

"But except in respect of the acquisition and taking  
over referred to in Article 2 hereof, no Director  
shall vote as a Director in regard to any contract,  
arrangement or dealing in which he is interested, or  
upon any matter arising thereout, nor shall he be  
reckoned in estimating a quorum when any such contract,  
arrangement or deal is under consideration".

shall be cancelled and the following substituted therefor:-

"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".

For and on behalf of D.Redfearn Ltd.

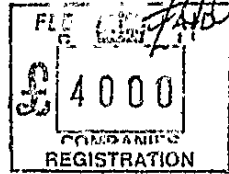
*William I. ...*  
.....Chairman

*Robert ...*  
.....Secretary

COMPANY AND CREDIT  
INFORMATION SERVICES  
ENROLA'S BANK LTD.  
ENROLA'S HOUSE,  
1007 OLD BAILEY,  
LONDON EC4M 7DN

Number of )  
Company ) 142550

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The Companies Act 1908 to 1980

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

D. REDFEARN LIMITED

Passed 26th October, 1981



AT an EXTRAORDINARY GENERAL MEETING of the Company, duly convened,  
and held at the Registered Office of the Company on the 27th day of  
October 1981 the following RESOLUTION was duly passed as a SPECIAL  
RESOLUTION:

SPECIAL RESOLUTION

That the name of the Company be changed to PATTERSONS(BERWICK)  
LIMITED



Placed  
£40.  
074314

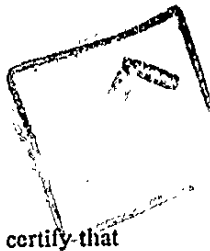
*George R Winter*

DIRECTOR

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME



No.

142550

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I hereby certify that

D. REDFEARN LIMITED

having by special resolution and with the approval of the Secretary of State changed  
its name, is now incorporated under the name of

PATTERSONS (BERWICK) LIMITED

Given under my hand at Cardiff the

25TH NOVEMBER 1981

A handwritten signature, likely 'A. Wilson', written in cursive.

Assistant Registrar of Companies

Number of  
Company }

142550

27

**No. 93** (Rules 197, 198 and 201)

**AFFIDAVIT VERIFYING STATEMENT OF  
LIQUIDATOR'S ACCOUNT**

UNDER SECTION 342  
of the Companies Act 1948

No registration  
fee charged

Insert the  
Name  
of the  
Company }

CLAROPALM

LIMITED

I, ROY EWART ADKINS  
of KENNEDY TOWER, ST. CHADS QUEENSWAY, BIRMINGHAM, B4 6EL.  
the Liquidator of the above-named Company, make oath and say:—

That *\*the Account hereunto annexed, marked "B", contains a full and true account of my Receipts and Payments in the winding up of the above-named Company, from the 9TH day of JULY 1982, to the 8TH day of JANUARY 1983, inclusive, \*and that I have not, nor has any other person by my order or for my use during such period, received or paid any moneys on account of the said Company, \*other than and except the items mentioned and specified in the said Account.*

I further say that the particulars given in the annexed Form 92, marked "B", with respect to the proceedings in and position of the liquidation, are true to the best of my knowledge and belief.

SWORN at Birmingham

this 11th day of February

1983

Before me, J. Matthews

A Solicitor

(or Notary Public or Justice of the Peace)



\*Note.—If no Receipts or Payments, strike out the word *in italics*.

This Affidavit is *not* required in duplicate, but it must in every case be accompanied by a Statement on Form 92 in duplicate.

**No. 92 (Rules 197, 198 and 201)**No registration  
fee payable.

[Re] CLAROPALM LIMITED

This is the Exhibit marked B referred to in the affidavit

No. of }  
Company } 1425550

of ROY EWART ADKINS

sworn before me this 11th day of February 1983

A Solicitor

**Statement of Receipts and Payments and General Directions as to Statements**

NAME OF COMPANY

CLAROPALM LIMITED

(1) Every statement must contain a detailed account of all the liquidator's realisations and disbursements in respect of the Company. The statement of realisations should contain a record of all receipts derived from assets existing at the date of the winding-up resolution and subsequently realised, including balance in Bank, Book Debts and Calls Collected, Property Sold, &c.; and the account of disbursements should contain all payments for costs and charges, or to creditors or contributories. Where property has been realised, the gross proceeds of sale must be entered under realisations, and the necessary payments incidental to sales must be entered as disbursements. These accounts should not contain payments into the Insolvency Services Account (except unclaimed dividends, see paragraph 4) or payments into or out of Bank, or temporary investments by the liquidator, or the proceeds of such investments when realised, which should be shown separately:—

(a) by means of the Bank Pass Book

(b) by a separate detailed statement of moneys invested by the liquidator, and investments realised.

Interest allowed or charged by the Bank, Bank commission, &c., and profit or loss upon the realisation of temporary investments, should, however, be inserted in the accounts of realisations or disbursements, as the case may be. Each receipt and payment must be entered in the account in such a manner as sufficiently to explain its nature. The receipts and payments must severally be added up at the foot of each sheet, and the totals carried forward from one account to another without any intermediate balance, so that the gross totals shall represent the total amounts received and paid by the liquidator respectively.

(2) When the liquidator carries on a business, a trading account must be forwarded as a distinct account, and the totals of receipts and payments on the trading account must alone be set out in the statement.

(3) When dividends or instalments of compositions are paid to creditors, or a return of surplus assets is made to contributories, the total amount of each dividend, or instalment of composition, or return to contributories, actually paid, must be entered in the statement of disbursements as one sum; and the liquidator must forward separate accounts showing in lists the amount of the claim of each creditor, and the amount of dividend or composition payable to each creditor, and of surplus assets payable to each contributory, distinguishing in each list the dividends or instalments of composition and shares of surplus assets actually paid and those remaining unclaimed.

(4) When unclaimed dividends, instalments of compositions or returns of surplus assets are paid into the Insolvency Services Account the total amount so paid in should be entered in the statement of disbursements as one sum.

(5) Credit should not be taken in the statement of disbursements for any amount in respect of liquidator's remuneration unless it has been duly allowed by resolution of the Committee of Inspection, or of the creditors, or of the Company in General Meeting, or by order of Court, as the case may require.

Form and contents  
of Statement.

Trading Account

Dividends, &amp;c.

**LIQUIDATOR'S STATEMENT OF ACCOUNT***pursuant to section 342 of the Companies Act 1948*

Name of Company

CLAROPALM LIMITED

Nature of proceedings (whether a members'  
or creditors' voluntary winding up or a  
winding up under the supervision of  
the Court)

CREDITORS VOLUNTARY

Date of Commencement of winding up

9TH JULY 1980

Date to which Statement is brought down

8TH JANUARY 1983

Name and Address of Liquidator

ROY EWART ADKINS

KENNEDY TOWER, ST. CHADS QUEENSWAY, BIRMINGHAM, B4 6EL.

This Statement is required in duplicate

[P.T.O.]



# LIQUIDATOR'S STATEMENT OF ACCOUNT

## REALISATIONS

DATE	Of whom received	Nature of Assets realised	AMOUNT £	
1982		Brought forward ..	2,891	65
Mar 19	Midland Bank PLC	Interest	25	18
Sep 17	Midland Bank PLC	Interest	19	99
Dec 17	Midland Bank PLC	Interest	14	74
* Carried forward ..			2,951	56

\*NOTE--No balance should be shown on this Account, but only the total Realisations and

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



pursuant to Section 342 of the Companies Act 1948.

# DISBURSEMENTS

DATE	To whom Paid	Nature of Disbursements	AMOUNT £	
1982 Oct 6	Thornton Baker	Brought forward .. Disbursements	1,795 12	72 52
Carried forward ..			1,808	24

Disbursements, which should be carried forward to the next Account.

[P.T.O.]

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

## ANALYSIS OF BALANCE

# ANALYSIS OF BALANCE

							£	
Total Realisations	..	..	..	..	..	..	2,951	56
„ Disbursements	..	..	..	..	..	..	1,808	24
Balance							1,143	32
The Balance is made up as follows:								
1. Cash in hands of Liquidator	..	..	..	..	..	..	1,143	32
£								
2. Total payments into Bank, including balance at date of commencement of winding up ( <i>as per Bank Book</i> )	..					2,951.56		
Total withdrawals from Bank	..					1,808.24		
Balance at Bank	..	..	..	..	..			
3. Amount in Insolvency Services Account	..	..	..	..	..	..		
*4. Amounts invested by Liquidator	..	..	..	..	..	..		
Less Amounts realised from same	..	..	..	..	..	..		
Balance	..	..	..	..	..	..		
Total Balance as shown above	..	..	..	..	..	..	1,143	32

NOTE.—Full details of stocks purchased for investment and realisation thereof should be given in a separate statement.

\*The investment or deposit of money by the liquidator does not withdraw it from the operation of section 343 of the Companies Act 1948, and any such investments representing money held for six months or upwards must be realised and paid into the Insolvency Services Account, except in the case of investments in Government securities, the transfer of which to the control of the Department of Trade will be accepted as a sufficient compliance with the terms of the section.

### NOTE—The Liquidator should also state—

(1) The amount of the estimated assets and liabilities at the date of the commencement of the winding up	}	Assets (after deducting amounts charged to secured creditors and debenture holders)		..	£	4,526
		Liabilities—Secured creditors		..	£	—
		Debenture holders		..	£	—
		Unsecured creditors		£	17,430	

(2) The total amount of the capital paid up at the date of the commencement of the winding up	}	Paid up in cash		..	£	2
		Issued as paid up otherwise than for cash		..	£	—
				..	£	—

(3) The general description and estimated value of outstanding assets (if any)	ONE BOOK DEBT £240
--	--------------------

(4) The causes which delay the termination of the winding up	COLLECTION OF BOOK DEBT AGREEMENT OF PREFERENTIAL CLAIMS
--	---

(5) The period within which the winding up may probably be completed	6 MONTHS
--	----------

**A**

Please do not write in this binding margin



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

THE COMPANIES ACTS 1948 TO 1981

Form No. 3

**3**

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

Pursuant to section 3 (1) of the Companies Act 1976

To the Registrar of Companies

For official use

Company number

108

142550

Name of company

PATTERSONS (BERWICK) LIMITED.

NOTE

Please read notes 1 to 5 overleaf before completing this form

hereby gives you notice in accordance with section 3 (1) of the Companies Act 1976 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 as shown below:

Day Month

3006

† delete as appropriate

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

Day Month Year

30061986

See note 4 (c) and complete if 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 3 (6) (c) of the Companies Act 1976, the following statement should be completed:

‡ delete as appropriate

The company is a [subsidiary][holding company]‡ of \_\_\_\_\_

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

§ delete as appropriate

Signed C. Thornton [Director] [Secretary] § Date June 25 1986

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

C. THORNTON/2

For official use  
General section

Post room



03 - 03 - 95

COMPANY NUMBER : 142550

THE COMPANIES ACT 1985, SECTION 250

SPECIAL RESOLUTION OF : Pattersons (Berwick) Limited

At a General Meeting of the above named company , held on 14 December 1993 the following special resolution was duly passed:

The accounts of the company for the financial year ended 30 June 1993 having been laid before the company at the meeting, and the company, having qualified as small in that year and having been dormant since the end of it, resolves to make itself exempt from the provisions of Part VII of the Companies Act 1985 relating to the audit of accounts.

Signed C Thornton C Thornton - Director

14 December 1993

