

Number of  
Certificate }

226700

[Form No. 41.]

"THE COMPANIES ACTS, 1908 to 1917."

Declaration of Compliance



A  
Companies  
Registration  
Fee Stamp  
of 5s.  
must be  
impressed  
here.

WITH THE

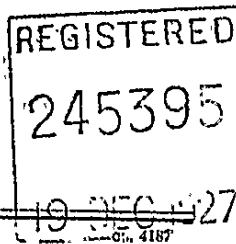
REQUIREMENTS OF THE COMPANIES  
(CONSOLIDATION) ACT, 1908,

de pursuant to Section 17, Sub-Section 2, of The Companies (Consolidation)  
ct, 1908, on behalf of a Company proposed to be Registered as

*J. H. Walker & Co (York)*

LIMITED.

(See Page 2 of this Form.)



TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0434 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

entered for filing by



I Joseph Henry Walker  
of The Mount

Easingwold

York

Permanent

\*Here insert--  
"A Solicitor  
of the High  
Court en-  
gaged in the  
formation of"  
or "A person  
named in the  
Articles of  
Association  
as a  
Director (or  
Secretary)  
of."

Do solemnly and sincerely Declare that I am\* Managing Director

named in the Articles of Association of

Art. 74

J. H. Walker & Co. (York)

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 the City of York  
in the County of the same City

the fifteenth day of December

One thousand nine hundred and twenty seven

before me,

E. A. Hill

A Commissioner for Oaths.

J. H. Walker

N.C.E.—This margin is reserved for binding, and must not be written across.

Number of  
Certificate

226700

[Form No. 25.]

THE STAMP ACT, 1891; THE FINANCE ACT, 1899;  
and THE FINANCE ACT, 1920.

COMPANY LIMITED BY SHARES.



Duty at the  
rate of £1  
for every  
£100 must  
be impressed  
here.

Statement of the Nominal Capital

OF

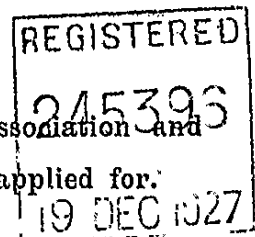
*J. H. Walker & Co. (Stock)*

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as  
amended by Section 7 of The Finance Act, 1899; and  
by Section 39 of The Finance Act, 1920.

(See Page 2 of this Form.)

The Statement is to be lodged with the Memorandum of Association and  
other Documents when the Registration of the Company is applied for.



CL. 4185

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0434 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by



# THE NOMINAL CAPITAL

OF

*J. H. Walker & Co (York)* LIMITED,  
is *twelve thousand* Pounds,  
divided into *twelve thousand* Shares  
of *one Pound* each.

Signature *J. H. Walker.*

Description *Permanent Managing Director.*

Dated the *fifteenth* day

of *December* 19*27*.

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

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



226700

*60/178 Winner  
110896 Winner  
3  
183420*

"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

J. H. Walker & Co. (York), Limited.



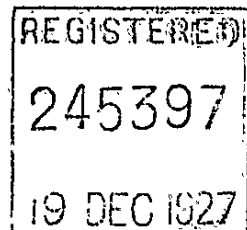
1. The Name of the Company is "J. H. WALKER & CO. (YORK), LIMITED."

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

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

(a) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared, and expressed to be made between JOSEPH HENRY WALKER and SYDNEY HAROLD SMITH, trading as "J. H. WALKER & Co.," of the one part and this Company of the other part, a draft of which has already been initialed with a view to identification by the said JOSEPH HENRY WALKER and SYDNEY HAROLD SMITH, and to acquire, carry on, develop, and turn to account the business of Wholesale Builders' and Plumbers' Factors, and Coal, Sand, and Gravel Merchants now carried on by the said JOSEPH HENRY WALKER and SYDNEY HAROLD SMITH at Layerthorpe Bridge, in the City of York, and the assets comprised in the said Agreement.

(b) To carry on all or any of the businesses of Manufacturers of and Dealers and Workers in Cement,



Presented for filing by:-



Lime, Plasters, Whiting, Clay, Gravel, Sand, Minerals, Earth, Coke, Fuel, Artificial Stone, and Builders' Requisites and Conveniences of all kinds, and of Engineers, Ship, Barge, Lighter, and Truck Owners, Quarry Owners, General Contractors, and Carriers.

- (c) To carry on the business of Dealers in Sanitary Pipes, Bricks, Cement, Coal, Sand, and Gravel, Sinks, Ranges, Grates, Chimney Pieces, Hearth and Floor Tiles, and Lead Sheet and Pipes, and Dealers in and Manufacturers of any other Articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
- (d) To purchase or otherwise acquire in connection with all or any of the above-named businesses such trade utensils, fittings, fixtures, apparatus, appliances, machinery and plant, office furniture, stock-in-trade and effects, and the benefits of all orders connected therewith as may be desirable, and any other articles or things capable of being used in connection with any of the aforesaid businesses, and to continue, extend, and develop and generally improve and enhance the value of the said businesses in all respects.
- (e) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (f) To manufacture or produce, buy, sell, repair, improve, alter and exchange, let on hire, export, and otherwise deal in all kinds of plant, machinery, apparatus, utensils, tools, materials, articles, and things useful or necessary or likely to be required for the purposes of any of the said businesses or

commonly supplied or dealt in by persons engaged in any such businesses, or which may seem capable of being profitably dealt with in connection with any of the said businesses.

- (g) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with any of the above specified businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being or which it may be deemed advantageous to the Company to carry on.
- (h) To purchase or otherwise acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.
- (i) To purchase, take on lease or licence, or in exchange, hire, or otherwise acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property or rights whatsoever which may be necessary or desirable for or may be conveniently used with or may enhance the value of any other property of the Company.

- (j) To apply for, purchase, or otherwise acquire, protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed or raised by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (l) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To improve, manage, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (n) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may be from time to time determined.
- (o) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities



of 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.

- (p) To receive money on deposit at interest or otherwise, and to lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons or companies as may seem expedient.
- (q) To remunerate the servants and Directors of the Company out of or in proportion to the returns or profits of the Company, or otherwise to give to any servants or employes of the Company any share or interest in the profits of the Company's business or any branch thereof, and for these purposes to enter into any arrangements the Company may think fit.
- (r) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part, or otherwise.
- (s) To insure the servants of the Company against risk or accident in the course of their employment by the Company, and to effect insurances for the purpose of indemnifying the Company in respect of claims by reason of such or any other risk or accident, and to insure against loss or damage to buildings, horses, vehicles, and other property of the Company, and to pay premiums on any such insurance.
- (t) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, or securities of this Company.

- (u) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (v) To apply for, obtain, use, and enjoy any Provisional Order or Licence of the Board of Trade or any other authority or any Act of Parliament, or to exercise and turn to account any Order, Licence, or Act of Parliament already obtained or granted for enabling the Company to carry any of its objects into effect, or for any rights, privileges, concessions, licences, or copyrights relating to or in anywise connected with all or any trades or businesses which the Company is authorised to carry on; or to oppose or join in opposing by all lawful means the passing of any Bill in Parliament.
- (w) To promote any other company for the purpose of acquiring all or any of the property and for undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (x) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same, or of any other company having objects altogether or in part similar to those of this Company.

- (y) 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, by publication of books, pamphlets, periodicals, or catalogues, whether distributed or intended to be distributed gratis or offered for sale, and whether containing advertisements paid for or not published on behalf of other firms or companies, and by instituting competitions and granting prizes, rewards, and donations. ,
- (z) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that 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.
- (aa) To distribute among the Members of the Company in kind any property of the Company. and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (bb) To acquire, construct, lay down, establish, fix, and carry out cables, wires, lines, batteries, accumulators, lamps, and other apparatus, appliances, and works, and to generate, accumulate, store, measure, distribute, supply, and hire electricity, magnetism, or other force, agency, or energy for any purpose whatsoever.
- (cc) 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 agents, trustees, or otherwise, and either alone or in conjunction with any other company, firm, or persons, and to establish agencies, branches, depôts, offices,

and other organisations for any of the purposes of the Company, and to revoke, alter, or remove the same or any of them.

(dd) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "Company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each of the different Sub-Clauses of this Clause shall, except where otherwise expressed in such Sub-Clauses, be in nowise limited by reference to or inference from the terms of any other Sub-Clause.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Twelve Thousand Pounds, divided into Twelve Thousand Shares of One Pound each.

We the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p><i>J. H. Walker.</i></p> <p><i>The Mount.</i></p> <p><i>Essexford</i></p> <p><i>Builders' Merchant.</i></p> <p><i>S. H. Smith</i></p> <p><i>25, Park Place</i></p> <p><i>Dork.</i></p> <p><i>Builders' Merchant</i></p>	<p><i>Two Hundred</i> <del><i>Two Hundred</i></del> <i>gmv.</i></p> <p><i>Two Hundred</i> <del><i>Two Hundred</i></del> <i>JH</i></p>

Dated the 15. day of December, 1927.

Witness to the above Signatures—

*[Signature]*

*Incorporated Accountant*  
*Judges Court*  
*Conway St.*  
*Dork.*



226700

4



"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# J. H. Walker & Co. (York), Limited.

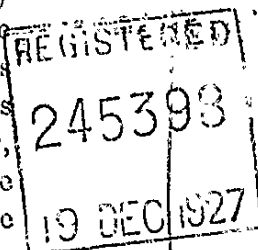
### PRELIMINARY.

1. Subject as hereinafter provided, the Regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908 (hereinafter referred to as "Table A"), shall apply to the Company.

2. Clauses 2, 5, 20, 31 to 40 (both inclusive), 49, 51, 53, 54, 56, 68, 69, 70, 73, 77, 96, 102, and 108 of Table A shall not apply to the Company; but the Clauses hereinafter contained, and the remaining Clauses of Table A as hereby modified, shall constitute the Regulations of the Company.

### PRIVATE COMPANY.

3. The Company is a Private Company within the meaning of The Companies Acts, 1908 to 1917, and accordingly (1) no invitation shall be issued to the public to subscribe for any Shares, Debentures, or Debenture Stock of the Company; (2) 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 fifty, provided that for the purposes of this provision where two or more persons hold one or more Shares in the Company jointly they shall be treated as a single Member; and (3) the right to transfer the Shares of the Company is restricted in manner and to the extent hereinafter appearing.



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## SHARES.

4. The Shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons, at such times, and generally on such terms and conditions as they think proper, subject always to Article 3 hereof, and provided that, unless and until allowed by law, no Shares shall be issued at a discount.

5. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company, provided that the commission does not exceed Ten per cent. on such Shares, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid Shares of the Company as may be arranged. The statement required by Section 89 of The Companies (Consolidation) Act, 1908, to be filed shall be duly filed, and the amount of any such commission shall be stated in the annual lists and balance sheets of the Company as required by Sections 26 and 90 of the same Act.

6. No person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future, or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these presents otherwise expressly provided) any other right in respect of any Share except an absolute right to the entirety thereof in the Registered Holder.

## TRANSFER OF SHARES.

7. Whenever any Member (other than a Director) in the employment of the Company ceases to be employed by the Company, or is under notice to leave, the Directors may require him to transfer, and he shall accordingly execute a transfer of his Shares to any person nominated by them. The price to be paid on any such transfer shall be the fair value of the Shares as hereinafter fixed, with interest as in the same Article is mentioned.

8. A Share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor, but no Share shall be transferred to a person who is not a Member so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

9. Except where the transfer is made pursuant to Article 8 hereof, the person, whether a Member of the Company or not, proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the Share to any Member of the Company at the fair value. 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.

10. If the Company shall within the space of twenty-eight days after being served with such notice find a Member 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.

11. A Meeting of Shareholders shall be held in each year immediately before the Ordinary General Meeting of the Company, at which Meeting the Shareholders may by resolution declare what is the fair value of the Shares, and upon any sale pursuant to Article 9 hereof, before the holding of the next Ordinary General Meeting, the amount so declared, with the addition thereto of Five per centum per annum from the date of the Meeting to the date of the completion of such sale (less any Dividend in the meantime paid), shall be deemed to be the fair value for the purpose of Article 9 hereof. If the Shareholders shall neglect to pass such resolution and any difference arise between the proposing transferor and the Member willing to purchase as to the fair value of a Share such value shall be ascertained by two Arbitrators—one to be appointed by the proposing transferor and the other by the purchasing Member—or in case they cannot agree by an Umpire to be appointed by such Arbitrators before they proceed to make such valuation, and the amount certified by such Arbitrators or Umpire, as the case may be, shall be deemed



to be the fair value. The provisions of The Arbitration Act, 1889, or any statutory extension or modification thereof for the time being subsisting, shall apply to such valuation in the same way as though it were an arbitration within the meaning of the Act.

12. 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 cancel or strike out the name of the proposing transferor and 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.

13. If the Company shall not within the space of twenty-eight days after being served with the transfer notice find a Member willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall, at any time within three calendar months afterwards, be at liberty, subject to Article 15 hereof, to sell and transfer the Shares, or those not placed, to any person at any price.

14. The Shareholders of the Company may at a General Meeting 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 Article 9 hereof 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. Until otherwise determined by a resolution passed by a majority of not less than three fourths in value of the Members of the Company present in person or by proxy at a General Meeting of Shareholders, such Shares shall be offered to the Members in proportion to the existing Shares held by them; but if the number of Shares proposed to be sold is not sufficient for division amongst the Members in manner aforesaid then such Shares shall be offered to the Members holding Shares in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

15. The Directors may in their absolute and uncontrolled discretion, and without assigning any reason, decline to register any transfer of Shares to a person not already a Member of the Company, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 3 hereof. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless (a) such fee, not exceeding Two Shillings and Sixpence, as the Directors may from time to time determine, is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the Certificate of the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register a transfer of any Shares on which the Company has a lien.

#### BORROWING POWERS.

16. The Directors may raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same, together with any interest or premium thereon, 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 Debentures or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued.

17. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

## PROCEEDINGS AT GENERAL MEETINGS.

18. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day, and the hour of the Meeting, and in case of special business the general nature of such business, shall be given in manner provided by Table A or in such other manner (if any) as may be prescribed by the Company in General Meeting to such persons as are under the regulations of the Company entitled to receive such notices from the Company; but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any General Meeting.

19. A Meeting may, with the written consent of all the Members for the time being entitled to receive notice of Meetings, be convened by less than seven days' notice and in such manner as such Members think fit.

20. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. Save as otherwise provided by or pursuant to the regulations of the Company, two Members personally present shall be a quorum.

21. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the Meeting.

22. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two Members or by the Holder or Holders in person or by proxy of at least one twentieth part of the issued Ordinary Share Capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the

Minute Book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### DIRECTORS.

23. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than two nor more than five.

24. The following shall be the first Directors of the Company: that is to say, JOSEPH HENRY WALKER, of The Mount, Easingwold, in the County of York, and SYDNEY HAROLD SMITH, of 25 Park Place, York. They shall be Permanent Managing Directors, and each of them shall be entitled, subject to Article 27 hereof, to retain such office so long as he shall live, and shall not be subject to retirement by rotation or taken into account in determining the rotation of retirement of other Directors; but if by resignation he ceases to be a Permanent Managing Director he shall, if qualified, be deemed to have been thereupon elected to be an Ordinary Director; and Clauses 72, 78, 79, and 86 of Table A shall be modified accordingly.

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

26. The qualification of a Director shall be the holding of Shares of the Company of the aggregate nominal value of at least Two Hundred Pounds, and it shall be his duty to comply with the provisions of Section 73 of The Companies (Consolidation) Act, 1908. A Director may act before acquiring his qualification.

#### DISQUALIFICATION OF DIRECTORS.

27. The office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director;
- (2) If he ceases to be a Director by virtue of Section 73 of The Companies (Consolidation) Act, 1908;

- (3) If he absents himself from the Meetings of the Directors during a continuous period of four months without special leave of absence from the other Directors, and they pass a resolution that he has by reason of such absence vacated office;
- (4) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors;
- (5) If he is found lunatic or becomes of unsound mind.

28. A Director may hold any other office or place of profit under the Company (except that of Auditor) upon such terms as to remuneration and otherwise as may be determined by the Board.

29. A Director shall be capable of contracting and participating in the profits of any contract or arrangement with the Company in the same manner as if he were not a Director, subject, nevertheless, to the following provisions: namely—(1) Before the contract or arrangement is entered into, or so soon thereafter as he becomes interested therein, he shall disclose in writing to the Board his interest therein; and (2) after he has become so interested he shall not vote as a Director in respect of the contract or arrangement or any matter arising thereout, and if he do so vote his vote shall not be counted. The said prohibition against voting shall not, however, apply to the Agreement referred to in Clause 3, Sub-Clause (a), of the Memorandum of Association, or to any contract or arrangement for giving security to a Director for advances made or to be made by him to the Company, or for liabilities or obligations (whether by way of guarantee or otherwise) incurred or assumed or proposed to be incurred or assumed by him on behalf of or for the benefit of the Company, or to any proposed allotment of Shares or Debentures to a Director, and it may at any time be suspended or removed to any extent and on any terms or conditions by the Company in General Meeting.

#### PROCEEDINGS OF DIRECTORS.

30. A resolution in writing signed by every Member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a Meeting of the Board duly convened and constituted.

## DIVIDENDS.

31. The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company according to the estimate formed by them thereof.

32. Any unpaid Dividend, instalment of Dividend, or Bonus shall bear interest as against the Company at the rate of Five per centum per annum from the date when such Dividend, instalment of Dividend, or Bonus was voted to the Members.

## ACCOUNTS.

33. A copy of the annual balance sheet and report shall, for twenty-four hours previous to the Annual General Meeting, be kept at the Registered Office of the Company, open for the inspection of persons holding Ordinary Shares, but the same need not be circulated among the Members.

## INDEMNITY AND RESPONSIBILITY.

34. 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, including travelling expenses, 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.

35. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, 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 by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the

Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight, omission, neglect, or default on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonesty.

#### WINDING UP.

36. In a winding up the Liquidators may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the Members in such proportions and manner as may be determined by such resolution: Provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed and confirmed pursuant to Section 192 of The Companies (Consolidation) Act, 1908.

#### NOTICES.

37. Clause 114 of Table A shall be modified by omitting therefrom the words " (including Bearers of Share Warrants)."

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NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

---

J. H. Walker.  
The Mount,  
Easingwold.

Builders' Merchant.

S. H. Smith  
25, Park Place,  
York

Builders' Merchant

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Dated the 15 day of December, 1927.

Witness to the above Signatures—

*[Signature]*  
Wm. G. G. G.

Incorporated Accountant

Judges Court  
Money B.

York.



No. 226700



# Certificate of Incorporation

I Hereby Certify, That the

J. H. WALKER & CO. (YORK), LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is  
**Limited.**

Given under my hand at London this **nineteenth** day of **December** One

Thousand Nine Hundred and **twenty-seven.**

Fees and Deed Stamps £ **8. 5. 0**

Stamp Duty on Capital £ **120.**

Registrar of Joint Stock Companies.

Certificate  
received by )



Date

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

J.H. WALKER & CO. (YORK) LIMITED

Passed the 24th day of April 1974

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Foss Islands Road, York on the 24th day of April 1974, the subjoined Special Resolution was duly passed:-

RESOLUTION

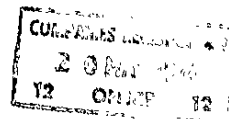
That the first sentence of clause 15 of the Articles of Association which reads:-

"The Directors may in their absolute and uncontrolled discretion, and without assigning any reason, decline to register any transfer of Shares to a person not already a Member of the Company, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 3 hereof"

Be amended so as to read:-

"The Directors may in their absolute and uncontrolled discretion, and without assigning any reason, decline to register any transfer of Shares to a person not already a Member of the Company, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 3 hereof except that in the case of the death or disablement of the Shareholder any Shares transferred to the wife, husband, son or daughter of that Shareholder shall be automatically registered"

  
.....  
J.A. KNOWLES,  
Director.



The following resolutions were passed at a meeting of the Company on the 16th November 1976:-

Ordinary Resolutions

1. That the Authorised Share Capital of the Company be increased from £12000 to £24000 by the creation of 12000 ordinary shares to rank in all ways pari passu with existing shares.

2. That the reserves of the Company shall be capitalised to the extent of £10500 by issuing as fully paid one new share for every existing new share held.

Special Resolution

That the restriction on the borrowing powers of the Company as set out in Clause 16 of the Articles of Association shall be rescinded and the following Clause substituted :-

The Directors at their own discretion and upon such terms in all respects may as they think fit raise or borrow money for the purposes of the Company's business and may mortgage or charge the whole or any part of the assets and property of the Company (present or future) including it's uncalled or unissued capital, and may issue debentures, debenture stock, mortgages or other securities whether outright or as a security for any debt, liability or obligation of the Company or of any third party.

A. Robson

A ROBSON  
COMPANY SECRETARY



No. of Company ..... 226700/69 .....

## THE COMPANIES ACTS 1948 TO 1967

### Notice of increase in nominal capital

Pursuant to Section 63 of the Companies Act 1948

To the Registrar of Companies

Name of Company ..... J. H. Walker & Company (Yorks) ..... Limited\*

hereby gives you notice that by ordinary/~~extraordinary~~/special\*\* resolution of the company dated the 16<sup>th</sup> November 1976, the nominal capital of the company has been increased by the addition thereto of a sum of £ 121,000..... beyond the registered capital of £ 12,000.....

The additional capital is divided as follows:-

Number of shares	Class of share	Nominal amount of each share
12000	ordinary	£ 1

The conditions (e.g. voting rights, dividend rights, winding up rights, etc.) subject to which the new shares have been or are to be issued are as follows:-  
(If any of the shares are preference shares state whether they are redeemable or not)

To rank Pari Passu in all respects with existing shares

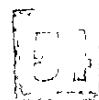
Signed ..... W. Robinson .....

State whether  
~~Director or~~ Secretary ..... Secretary .....

Date ..... 9/12/76 .....

\* Delete "Limited" if not applicable

\*\* Delete as necessary



(see notes overleaf)

Presented by: Garbutt + Elliott  
44 Moulsgate  
Yorks

Presentor's reference: LK/791



Form No. 10