

Number of
Company }

388724 /1

Form No. 41.

THE COMPANIES ACT, 1929.



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

DECLARATION of Compliance with the requirements of the
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

REGISTERED
14 JUL 1944

Insert the
Name of the
Company.

E. L. BARKER & CO.

LIMITED.

Presented by

Alsop Stevens & Collins Robinson,

46 The Albany,
Old Hall Street,

LIVERPOOL 3.



The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 29 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,
15 Hanover Street, W.1, 77 Colmore Row, Birmingham, 3, 19 & 21 North John Street, Liverpool, 2,
5 St. James's Square, Manchester, 2, and 157 Hope Street, Glasgow, O.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

03020.17-10-39.

Companies Form 6c.

370

I, ARTHUR WESTLEY RICHARDS

of 46 The Albany, Old Hall Street, Liverpool, 3

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland
"an Enrolled Law
"Agent") "engaged
"in the formation."

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary."

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

of E. L. BARKER & CO.

Limited, and that all the requirements of the Companies Act, 1929,
in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with, and I make
this solemn Declaration conscientiously believing the same to be true
and by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at Liverpool
in the County of Lancashire

the 10 day of July 19 44

Before me,

Arthur B. Walker

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

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

Number of
Company

388724 ²

Form No. 25.

THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.



Statement of the Nominal Capital

OF

E. L. BARKER & CO.

REGISTERED

14 JUL 1944

LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1938.

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

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

Presented by

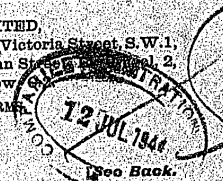
Alsop Stevens & Collins Robinson
46 The Albany,
Old Hall Street,
LIVERPOOL, 3.



AGENTS THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,
22 CHANCERY LANE, E.C.4, 49 BEDFORD ROW, W.C.1, 6 VICTORIA STREET, S.W.1,
15 HANOVER STREET, W.1, 77 COLMORE ROW, BIRMINGHAM, 3, 19 & 21 NORTH JOHN STREET, LIVERPOOL, 2,
6 ST. JAMES'S SQUARE, MANCHESTER, 2, 157 HOPE STREET, GLASGOW
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

Companies Form 6.

2170.30-1-09



370

THE NOMINAL CAPITAL

OF

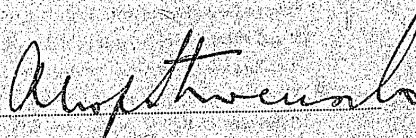
E. L. BARKER & CO.

, Limited.

is £1,500, divided into 1,500

Shares of £1 each.

*Signature



Description Solicitors engaged in the formation
of the Company

Dated the 10th day of July 1944

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

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

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum
AND
Articles of Association
OF
E. L. BARKER & CO. LIMITED.

Incorporated the day of , 1944.

ALSO, STEVENS & COLLINS ROBINSON,

LIVERPOOL.

LIVERPOOL:
THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.
1944.

388724 13



The Companies Act, 1929.

COMPANY LIMITED BY SHARES.



10/1/44
free minute

Memorandum of Association
OF
E. L. BARKER & CO. LIMITED.

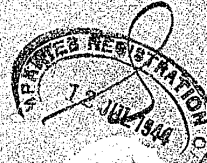
REGISTERED

14 JUL 1944

1. The name of the Company is "E. L. BARKER & CO. 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 a draft of which has been subscribed with a view to identification by Messrs. Alsop, Stevens & Collins Robinson, and to carry on, develop and turn to account, the business of Nurserymen and Market Gardeners comprised in the said Agreement and now carried on at Cudly Manor Nurseries, Cudly, in the County of Chester, under the management of Mr. E. L. Barker.
 - (B) To carry on in all their respective branches the businesses of Nurserymen and Market Gardeners, Jobbing Gardeners, Florists, Fruiterers, Farmers and Dairymen, manufacturers of and dealers in agricultural machinery, garden tools, fertilisers, feeding stuffs and artificial manures, grocers and provision merchants, manufacturers of and dealers in sporting and sports equipment and games, stationers, builders, contractors, auctioneers, warehousemen, carriers, storekeepers, warehouse keepers, and also refreshment contractors, restaurant keepers, hotel, boarding and lodging housekeepers, tobacconists and dealers in mineral, aerated and other liquors.
 - (C) To buy, sell, manufacture, repair, alter and exchange, let on hire, export and deal in all kinds of articles and things which may be required for the purpose 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.
 - (D) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
 - (E) To purchase, take on lease, or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind, necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
 - (F) To 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 business which this Company is authorised to carry on, 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 acquire an interest in, amalgamate with or enter into any arrangement for sharing profits or for co-operation or



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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, debenture stock or securities, that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (g) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (h) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (i) To issue and deposit any securities which the Company has powers to issue by way of mortgage, to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.
- (j) To grant pensions, allowances, gratuities and bonuses to employees (which expression shall throughout this clause include Directors and Managing Directors) or ex-employees of the Company or its predecessor in business and any person who may have owned any business acquired by the Company or the dependents of any of such persons, and to establish and support, or to support or subscribe to, superannuation and pension schemes and any charitable funds or institutions, the support of which may in the opinion of the Directors be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its employees.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold,

sell, deal with or company, and to of the dividends, of and to subsidis

- (p) To establish or other company w over of all or any promotion of w directly or indir to acquire and guarantee the p shares, stock, or such company.
 - (q) To purchase or business, prop company carry to carry on, or this Company suitable for the
 - (r) To sell, impro rent, royalty, and other righ of the underta time being of may think fit
 - (s) To give guar
 - (t) To undertake desirable and
 - (u) To amalgama objects simil (for fully or subject to th with or with paid-up shar or stock of t ship or any manner.
 - (v) To distribut or any pro but so that except with
 - (w) To do all either as either alone agents, su
 - (x) To do all objects o
- And it is hereby where used in refer ship or other bod whether domiciled specified in each such paragraph sh shall not be limite or the name of the
- 4. The liab
 - 5. The shar £1 each. The sh into several classe deferred or other capital, voting o

sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company, or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock, or securities issued by or any other obligation of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is deemed likely to benefit this Company or to advance its interests or possessed of property suitable for the purposes of the Company.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise grant licenses, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To give guarantees and indemnities of all kinds and for all purposes.
- (t) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (u) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership or any arrangement of the nature of partnership or in any other manner.
- (v) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (w) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To do all such other things as are incidental or conducive to 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 incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause except where otherwise expressed in such paragraph shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £1,500, divided into 1,500 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>Ernest Leonard Barker</i> <i>Dyers Haven</i> <i>Grady Road</i> <i>Baldy</i> <i>Cheshires</i> <i>Market Edgemoor</i>	One
<i>Charles Lindley Kemp</i> <i>25 Riversdale Road</i> <i>Wool Kirby</i> <i>Cheshires</i> <i>Charterd Accrington</i>	One

Dated this 6th day of July, 1944.

Witness to the above Signatures—

Signature *W. Barker*
 Address *14 Buck Rd.*
Moss. Wm. al.
 Occupation *Insurance Official*

388724/4



The Co

COMPANY I

Articles

E. L. BARKE

1. Subject as hereinafter provided in the First Schedule to the Company ("Table A") shall apply to the Company.

2. Clauses 11, 35, 39, 64, and 65 of the Table A shall not apply to the Company, and the remaining clauses of Table A, as amended, shall constitute the regulations of the Company.

3. The Company shall enter into the seal in the terms of the Agreement of Association, subject to the Directors may think fit, whether or not every member of the Company shall be bound by the said Agreement and any modification thereof.

4. The Company is a "Private Company" within the meaning of the Companies Act, 1929, and the public to subscribe for or to be members of the Company, the employment of the Company, after the determination of the Directors, shall be limited to fifty, provided that two or more persons hold one share shall be treated as a single member. The Company is restricted in its liability.

5. In Clause 2 of the Table A, the words "or to be members of the Company" shall be substituted for the words "or to be members of the Company".

6. The shares in the Company shall be disposed of by the Directors, and such persons at such times as the Directors may think proper subject always to the provisions of the Table A.

7. The Company may, in its discretion, issue shares of any amount, whether absolute or conditional, and the commission does not extend to the amount of any such shares issued, or an amount equal to the whole or in part in cash or otherwise arranged. The statement of accounts shall be duly delivered to the holders of the shares in accordance with Section 42 of the same Act, and the amount of any such commission shall be paid to the Company.

388724

REGISTERED

14 JUL 1944



The Companies Act, 1929.

COMPANY LIMITED BY SHARES.



Articles of Association

OF

E. L. BARKER & CO. LIMITED.

PRELIMINARY.

1. Subject as hereinafter provided the regulations contained in Table A in the First Schedule to the Companies Act, 1929 (hereinafter referred to as "Table A") shall apply to the Company.

2. Clauses 11, 35, 39, 64, 66, 68, 72, 82, 101, 104 and 107 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining clauses of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. The Company shall enter into and carry into effect an Agreement under the seal in the terms of the Agreement referred to in Clause 3 (A) of the Memorandum of Association, subject to such, if any, modifications or alterations as the Directors may think fit, whether made before or after the execution thereof, and every member of the Company shall be deemed to assent to and approve of the said Agreement and any modifications made therein as aforesaid.

PRIVATE COMPANY.

4. The Company is a "Private Company" within the meaning of Section 26 of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the members of the Company (not including persons who are in the employment of the Company, and persons, who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that 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.

SHARES.

5. In Clause 2 of Table A the words "Ordinary Resolution" shall be substituted for the words "Special Resolution" where those words first occur.

6. The shares in the original capital and all new 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 4.

7. 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 10 per cent. of the price at which such shares are issued, 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 43 of the Companies Act, 1929, shall be duly delivered to the Registrar of Companies for registration, and Section 42 of the same Act shall where necessary be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company as required by Sections 44 and 108 of the same Act.

9. The Directors may from time to time make calls upon the members in respect of all moneys unpaid on their shares, provided that no call shall exceed one-half of the nominal amount of the share, or be made payable within two months after the date when the last instalment of the last preceding call shall have been made payable; and each member shall subject to receiving twenty-one days' notice at least, specifying the time and place for payment, pay the amount of calls so made to the persons and at the times and places appointed by the Directors.

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

12. When any shares shall have been forfeited, an entry shall forthwith be made in the Register of Members of the Company, stating the forfeiture and the date thereof, and so soon as the share so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

13. The lien conferred by Clause 7 of Table A shall attach to fully paid shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

14. The Directors may, in their absolute and uncontrolled discretion, refuse to register any proposed transfer of shares; and Clause 19 of Table A shall be modified accordingly.

15. Subject to the last preceding Article 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 as 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.

16. 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.

17. If the Company shall within the space of twenty-eight 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.

18. 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 Acts, 1889 to 1934, shall not apply.

19. If in any case the pro
aforesaid makes default in trans
purchase money, and the propos
any one Director or the Secretary
of the share to the purchasing
the Company shall hold the pur
The receipt of the Company fo
to the purchasing member, and
in purported exercise of the afo
not be questioned by any person

20. If the Company shall be served with a transfer of the shares, and give notice in at any time within three calendar months of the date of the shares or those not placed to Article 14.

21. The Directors may in the first place to any person membership, but subject they be offered to the members, or be in proportion to the existing shall in each case limit the deemed to be admitted and desires an allotment of shares how many excess shares he or their proportions the undivided excess. If any shares shall the members in proportion to the members, or some of be determined by lots to be

22. Subject to Article any child or other issue, sister, nephew, niece, wife or member may be transferred to other issue, son-in-law, daughter, niece, widow or widower member may have specific in the name of the Trustee upon any change of Trust the restrictions in Article (this clause).

23. The Annual G. every calendar year at s holding of the last prec appoint. In default of be convened by any tw that in which meetings

24. Two members shall be a quorum, and

25. No person shall be present on behalf to be present and has been appointed to professional Accountant

26. Subject to C
at their discretion, b
for the purposes of t

19. 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 the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing member, and upon the execution of such transfer the Company 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.

20. If the Company shall not within the space of twenty-eight days after being served with a transfer notice find a member or person 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 to transfer the shares or those not placed to any person and at any price subject nevertheless to Article 14.

21. The Directors may offer any shares specified in any transfer notice in the first place to any person whom they may select as desirable to admit to membership, but subject thereto the shares specified in any transfer notice shall be offered to the members, other than the proposing transferor as nearly as may be in proportion to the existing shares held by them respectively, and the offer shall in each case limit the time within which the same if not accepted will be deemed to be declined and may notify to the members that any member who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings the same shall be offered to the members, or some of them, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

22. Subject to Article 14 any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member (to whom such deceased member may have specifically bequeathed the same), and the shares standing in the name of the Trustees of the Will of any deceased member may be transferred upon any change of Trustees to the Trustees for the time being of such Will (and the restrictions in Article 15 hereof shall not apply to any transfer authorised by this clause).

GENERAL MEETINGS.

23. The Annual General Meeting of the Company shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

24. Two members personally present at a General Meeting of the Company shall be a quorum, and Clause 45 of Table A shall be modified accordingly.

PROXIES.

25. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as a proxy or he has been appointed to act pursuant to Clause 63 of Table A, or is a Solicitor or professional Accountant; and Clause 59 of Table A shall be modified accordingly.

BORROWING POWERS.

26. Subject to Clause 69 of Table A the Directors may from time to time, at their discretion, borrow and secure the payment of any sum or sums of money for the purposes of the Company.

27. The Directors may secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular (subject to Article 4 hereof) by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital at the time being;

DIRECTORS.

28. Until otherwise determined by the Company in General Meeting, the number of the Directors of the Company shall not be less than two nor more than five. The first Directors shall be Annie Eccles, Ernest Leonard Barker and Charles Lindley Kemp, who shall be Permanent Directors and shall be entitled to hold the office of Director (subject to Article 31) during life unless removed under Clause 80 of Table A, and Clauses 73 to 77 (both inclusive) of Table A shall not apply to them.

29. The quorum necessary for the transaction of business at a Directors' meeting may be fixed by the Directors, and unless so fixed, shall be two, and any Director may at any time convene a meeting of the Directors.

30. The qualification of a Director shall be the holding of shares in the Company of the nominal value of £50. A Director may act before acquiring his qualification but must acquire the same within two months after his appointment or election.

31. 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 (other than and except an offence arising out of or connected with the ownership or driving of a motor or other vehicle or an offence connected with any such vehicle or in anywise relating thereto).
- (D) If he absent himself from the meetings of Directors for a period of six months without special leave of absence from the other Directors (but this shall not apply to the said Annie Eccles).
- (E) If he cease to hold the number of shares (if any) required to qualify him for office or fail to acquire the same within two months after his election or appointment.
- (F) If he resign his office by notice in writing to the Company.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior to the doing of such act written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

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

33. 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. A General Notice that a Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transactions with such firm or company, shall be sufficient disclosure under this clause, and after such General Notice it shall not be necessary to give any Special Notice relating to any particular transaction with such firm or company. A Director may vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout.

34. A resolution as a resolution passed may consist of so the Directors

35. Any Director (not disapproved by an alternate Director) so appointed shall not be entitled to vote at any meetings of the Board, nor shall he be present at any meeting at which the absence of the Director is required. An alternate Director appointed by the Board and shall cease to hold office if he ceases for any reason to be a Director. This Article shall not apply to an alternate Director appointed by the Board and left at the Board's discretion.

36. The Director may or may not be a Managing Director by way of salary and partly in and not, while holding into account in appointment shall any cause to be that his tenure of

37. A mem
has not supplied
the giving of no
the Company.

38. The Company may, from time to time, pass a resolution of any fixed period of credit of any amount received on the issue of (a) being undivided and that such sum shall be paid to the holders in the proportion such had been of such manner as to and the Directors paying up in full at the discretion any un- shareholdes afore- and distribute the same in the proportions as the shareholdes afore- which shall for the time being shall by such resolution. Where the Directors may set off any fractional of

34. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors.

35. Any Director may from time to time and at any time appoint any person (not disapproved by a majority of the other Directors for the time being) to be an alternate Director of the Company, and may at any time remove the alternate Director so appointed by him from office. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company nor be required to hold any qualification, but shall be entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not present and generally in the absence of the appointor to perform all the functions of his appointor as a Director. An alternate Director may be removed from office by resolution of the Board and shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors made by any Director in pursuance of the provisions of this Article shall be in writing under the hand of the Director making the same and left at the Registered Office of the Company.

MANAGING DIRECTORS

36. The Directors may from time to time appoint one or more of their body or any person whether a member of the Company or not, to the office of Managing Director or Manager for such time and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding such office be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be subject to determination *ipso facto* if he shall cease from any cause to be a Director, or if the Company in General Meeting shall resolve that his tenure of such office be determined.

NOTICES.

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

CAPITALISATION OF PROFITS.

38. The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of the Company be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the proportions in which they would have been entitled thereto, if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company or at their discretion any unissued debentures or debenture stock on behalf of the ordinary shareholders aforesaid, and appropriate such shares, debentures or debenture stock and distribute the same credited as fully paid up amongst such shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any issued ordinary shares which shall for the time being be unpaid in respect of any issued ordinary shares held by such shareholders or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid up

shares, debentures or debenture stock, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights and vest any such shares, debentures or debenture stock in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of shares to be distributed as aforesaid shall be filed in accordance with Section 42 of the Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

WINDING UP.

39. 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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Ernest Leonard Barker
 Dr. Harn
 Baldy Road Baldy
 Cheshire
 Market Gardener
 Charles Lindley Kemp Kemp
 25 Rockdale Road Road
 West Kirby Kirk
 Cheshire Cheshire
 Chartered Accountant

Dated this 6th day of July, 1944.

Witness to the above Signatures—

Signature Martin
 Address 14 Birch Rd.
Needs. Winal.
 Occupation Insurance Official.

CERTIFICATE OF INCORPORATION

[Duplicate for the File]

No. **388724**

I HEREBY CERTIFY, that

E. L. BARKER & CO. LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company
is LIMITED.

Given under my hand and seal this **fourteenth** day of **July**
One **xxxx**
Thousand Five Hundred and **Forty-four**.

P. R. Smith

Registrar of Companies.

Certificate received by... *Jordan T. Sons Ltd.*
Date... *14th July 1964*

NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company contains some data which is illegible.

The poor quality has been noted but unfortunately the steps taken to improve the quality have been unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.