

"THE COMPANIES ACT, 1948."



A Co.  
Companies  
Registration  
Fee Stamp  
must be  
affixed  
here.

## Declaration of Compliance

the requirements of the Companies Act, 1948, made pursuant to S. 15 (2) of the said

on behalf of a Company proposed to be registered as

William Clarke (Greengrocers) LIMITED.

Edward Sympson Wood

solely and sincerely declare that I am "a person named in  
the Articles of Association as  
Secretary  
William Clarke (Greengrocers)

(\*) Here insert  
either: "Solicitor  
of the Supreme  
Court engaged in  
the formation," or  
"A person named  
in the Articles of  
Association  
as a Director (or  
Secretary) which-  
ever the case."

Limited,

That all the requirements of the Companies Act, 1948, in respect of matters precedent  
to the registration of the said Company and incidental thereto have been complied with.

I make this solemn Declaration conscientiously believing the same to be true and by  
virtue of the provisions of the "Statutory Declarations Act, 1835."

Subscribed at Weymouth  
on the 12 day of February  
1948 and nine hundred and sixty  
two (T.L. COOK)  
Commissioner for Oaths.

E. S. Wood

Forwarded for registration by

SHAW & BLAKE, LIMITED,  
8, BELL YARD, TEMPLE BAR, LONDON, W.C.2

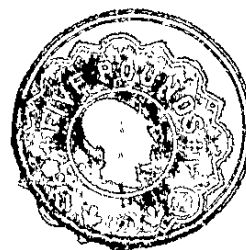
SHAW &amp; BLAKE, LIMITED,

Company Registration Agents, Printers &amp; Stationers,

8, Bell Yard, Temple Bar, London, W.C.2

No. of Certificate 659153 /2

Form No. 25.



## Statement of the Nominal Capital

made pursuant to s. 112 of the Stamp Act, 1891, as amended by the Finance Acts of 1899, 1920 and 1933. (NOTE.—The Stamp Duty on the Nominal Capital to be impressed above is Ten Shillings for every £100 or fraction of £100.)

THE NOMINAL CAPITAL OF.....  
William Cable (Overseas) LIMITED,  
is one thousand Pounds, divided  
into one thousand Shares of one pound each.

Signature.....E. S. Wood.....

Description.....Secretary.....  
(State whether Director or Secretary)

Dated the - 5 FEB 1960 day of.....19.....

Presented for registration by.....

TELEPHONE: HOLBORN 3855 (3 lines).

TELEGRAMS: "DUNDEE TIME, ESTAND, LONDON."

**SHAW & BLAKE, LIMITED,**  
Company Registration Agents, Printers & Stationers,  
8, Bell Yard, Temple Bar, London, W.C. 2



650153 / 3

## THE COMPANIES ACT, 1948



## COMPANY LIMITED BY SHARES.

22 FEB 1960

## Memorandum of Association

OF

WILLIAM CLARKE (GREENGROCERS) LIMITED

1. The name of the Company is "WILLIAM CLARKE (GREENGROCERS) 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 business as Retailers, Wholesalers, Merchants, Growers and Manufacturers of Green-groceries, Fruit, Vegetables, Tinned Goods, Preserved foods, Groceries, Poultry, Dairy Produce, Provisions, Beverages, Butchers, Meat, Fish, Flowers and all kinds of Food Chandlery, Chemicals, Furnishings, Domestic Requisites and as Agricultural, Motor Vehicle, Factory and General Engineers and Contractors; Amusement and General Caterers, Building Contractors and Repairers, Chemists, Drapers and Outfitters, Farmers, Forwarding Agents, Glaziers, Hauliers, Joiners, Machinists, Plumbers, Restaurateurs, Stationers, Storekeepers, Warehousemen, Watermen and Wharfingers.

(b) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.

(c) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property,

5494

real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.

- (d) To amalgamate with or to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.
- (e) Generally to purchase, build, maintain, alter, enlarge, pull down, remove, replace, take on lease or in exchange, hire or otherwise acquire any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- (f) To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, 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.
- (g) 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 businesses 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 partnership or 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, 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.
- (h) To improve, manage, cultivate, 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.

- (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (j) To lend and advance money or give credit to such persons, firms 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, firms or companies.
- (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, raised or owing, 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 apply for, promote and obtain any Act of Parliament, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (n) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any companies, firms or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government, authority, company, firm or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (o) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.

- (p) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (q) 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 as may be thought expedient.
- (r) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such company, firm or person.
- (s) 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 employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children or other relatives or dependents.
- (t) To form, promote, subsidise and assist in the promotion of any other companies, syndicates or partnerships for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or 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.
- (u) To sell or otherwise dispose of the whole or any part of the business or property 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.
- (v) To distribute among the members of the Company according to their rights 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 power of disposing.

- (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 remunerate in money and/or shares stock and debentures any company, firm or person for services rendered in the promotion of the Company or the issue or placing or guaranteeing the placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (y) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
- (z) To procure the Company to be registered or recognised in any country or place abroad.
- (aa) To perform all such acts or things as in the opinion of the Company may be deemed to be incidental or conducive to the attainment of any of the objects of the Company.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the members is limited.

5. The share capital of the Company is £1,000 divided into 1,000 shares of £1 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
<i>Peter Middlehurst</i> <i>95 Buxleigh Road South</i> <i>Liverpool 5</i> <i>Greenwood</i>	<i>One</i>
<i>Peter Joseph Middlehurst.</i> <i>95 Buxleigh Road South</i> <i>Liverpool 5</i> <i>Greenwood</i>	<i>One.</i>

DATED this *2nd* day of *February* 19*60*

WITNESS to the above signatures :-

*R. C. Johnston*

R. C. JOHNSTON & CO.  
 Chartered Accountants  
 21 FENWICK STREET,  
 LIVERPOOL 2





650153 / 4

THE COMPANIES ACT, 1948



COMPANY LIMITED BY SHARES.

## Articles of Association

22 FEB 1960

OF

WILLIAM CLARKE (GREENGROCERS) LIMITED

### PRELIMINARY

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Regulation 1 of Part I of Table A shall apply to the construction of these Articles.

2. Regulations 2, 3, 24, 40 to 43 (inclusive), 53, 66, 75, 79, 84, 88, 107, 108, 110 and 134 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company.

### CAPITAL

3. The initial share capital of the Company is £1,000 divided into 1,000 shares of £1 each.

4. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

5. Subject to the provisions of Section 58 of the Act any Preference Shares may be issued on the terms

that they are, or at the option of the Company are 1-8000 to be redeemed.

6. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.

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

8. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each member shall (subject to receiving at least three days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

9. Regulation 38 of Part I of Table A of the Companies Act, 1948 shall apply to this Company except that the words "a statutory declaration in writing that the declarant is a director or the secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration" shall be deleted, and the words "an entry in the Shareholders Minute Book of the Company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the Company on the date stated in the Minute".

#### VARIATION OF RIGHTS

10. If any such separate general meeting as is referred to in Regulation 4 of Part I of Table A shall be adjourned by reason of there being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holders of shares of the class present shall be a quorum.

#### TRANSMISSION OF SHARES

11. (a) Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a Settlement created by a deceased member may be transferred upon any change of trustees to the trustees for

the time being of such Will or Settlement or to a person to whom the deceased member would have been entitled to transfer the same during his life.

(b) A share may be transferred by a member or other person entitled to transfer to any person but the Directors may in their absolute discretion decline to register any transfer of a share which is not fully paid or one which is to be transferred to any person whose membership of the Company is considered by the Directors to be prejudicial to the best interests of the Company.

(c) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share the Auditor of the Company 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.

(d) In ascertaining the fair value to be placed on any share the Auditor of the Company shall not take into account the value of the goodwill of the Company's business.

(e) A member who shall be desirous of transferring any share or shares with the intention or in contemplation of entering into or taking part in any business which in the opinion of the Directors shall be of a nature calculated to compete with the business or any part or parts of the business carried on by the Company shall in no case be entitled to receive more than the allotment value of any share under the foregoing provisions but in any such case it shall be competent for the Auditor to fix on any value equal to or less than par as the fair value of any share: Provided that nothing in this Article shall affect the provision to the effect that the value of goodwill shall not be taken into account in ascertaining the fair value.

(f) 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.

(g) If the Company shall not within the space of 56 days after being served with the transfer notice, find a member or person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty to sell and transfer the

shares or those not placed to any person and at any price subject to the power of the Directors to decline to register any transfer of shares to a competitor or person whose Membership of the Company would be detrimental to the best interests of the Company.

(h) The Company in general meeting may make and from time to time vary rules as to the mode in which any shares specified in the transfer notice 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, each member shall be at liberty to make a tender in writing delivered at the Registered Office for the shares specified in the transfer notice or any of them, and the shares shall be offered to the members so making tenders, and in the event of more shares being tendered for than are specified in the transfer notice, the shares shall (as nearly as may be) be offered to the tendering members in proportion to the capital already held by them respectively. The Directors shall decide by lot or otherwise any difficulty or question arising as to offering such shares.

12. The proviso to Regulation 32 of Part I of Table A shall not apply to the Company.

#### BORROWING POWERS

13. The Directors may <sup>ie.</sup> raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled capital, or by the issue, at such price as they may think fit, of bonds, debentures or debenture stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

#### DIRECTORS

14. The number of Directors shall not be less than one nor more than twenty and the first Directors of the Company shall be PETER MIDDLEHURST and MARGARET MIDDLEHURST.

15. The qualification of every Director shall be the holding in his own right and as sole holder of shares of the Company to the nominal value of not less than £1. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

#### POWERS AND DUTIES OF DIRECTORS

16. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest

in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

17. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

18. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.

19. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. In addition to their remuneration the Directors shall be repaid such reasonable expenses as they may incur in or about the business of the Company.

#### ALTERNATE DIRECTORS

20. Any Director shall have the right to appoint any person to represent him as, and the Board may at the request of any other Director appoint any person approved by such Director and by the Board to be an alternate Director to represent any such Director, and any such appointment as aforesaid shall have effect, and such appointee while he holds office as an alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director whom he represents to attend and vote thereat accordingly, but he shall not require any qualification, and he shall ipso facto vacate office if and when the Director whom he represents vacates office as Director or the alternate Director is removed from office at the request of the Director whom he represents; and any appointment or removal under this Article shall be effected by the Board upon the request in writing to the Company under the hand of the Director whom the alternate Director is to represent or represents.

21. Every person acting as an alternate Director shall be an officer of the Company, and he shall not be deemed to be the Agent of the Director whom he represents. The remuneration of any alternate Director shall be payable out of the remuneration payable to a Director whom he represents and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director whom he represents.

22. The office of Director shall be vacated if the Director :-

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company.
- (f) Is convicted of an indictable offence not being an offence under the Road Traffic Acts, 1930 and 1934 and any subsequent statutory amendments thereof.
- (g) If he shall absent himself from Board Meetings continuously for three months without the consent of the Board of Directors.

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 Company 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.

#### MANAGING DIRECTORS AND MANAGERS

23. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors, but his appointment shall be subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

24. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

25. Any member intending to propose the election of a Director (other than a retiring Director) shall give to the Company five days' notice in writing (exclusive of the day on which the notice is served, but inclusive of the day for which notice is given) of his intention to do so and of the full name, address and occupation of the proposed Director.

26. Any Director may, and on the request of any Director the Secretary shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being out of the United Kingdom. At least 24 hours notice of Directors' Meetings shall be given unless all the Directors in the United Kingdom waive this period of notice.

27. One or more Directors may be appointed who may be vested with more than one vote including fractional votes available for their use at Directors Meetings. Such votes shall be determined on election or re-election but by agreement with the particular Director concerned the number of votes may be varied during their terms of office. Directors may be elected for a period of less than three years and shall not be liable to retirement under the operation of Regulations 89 and 90 of Part I of Table A but their number shall be counted in determining "one third".

28. Any Director may by Special Resolution be elected as a permanent Director during his life and he shall therefore not be liable to re-election nor shall he count as a Director in determining the order of election of other Directors but any such Permanent Director shall vacate office if falling within the disqualification provisions of Article 22 hereof.

#### SECRETARY

29. The Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary. The first Secretary shall be Edward Symes Wood.

#### NOTICES

30. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them. Members shall be deemed to have no registered address if correspondence and/or notices addressed to the last registered address are returned by the Post Office as undeliverable.

#### WINDING UP

31. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the members the amounts

paid up or credited as paid up on the shares held by them respectively; and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

32. Any reference to "share(s)" shall apply to an amount of stock or unit of stock when such reference is applicable and when an issue of stock has been made.



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Peter Middlehurst  
95 Burleigh Road South,  
Liverpool, 5.

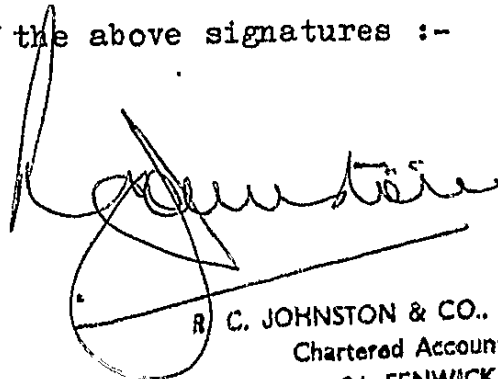
Peanutgrocer  
Peter Joseph Middlehurst.

~~As ABOVE~~  
95 Burleigh Road South  
Liverpool 5

Peanutgrocer

DATED this 2nd day of February 1960

WITNESS to the above signatures :-



R. C. JOHNSTON & CO..  
Chartered Accountants  
24, FENWICK STREET,  
LIVERPOOL, 2.

COMPANY LIMITED BY SHARES.

---

Memorandum  
AND  
Articles of Association  
OF  
William Clarke (Greengrocers)  
Limited

---

MEMO & ARTS. OF ASSN.  
PRINTED BY LITHOGRAPHIC  
PRESS  
13 JAN 1960

SHAW & BLAKE LTD.

*Shaw & Blake*

DUPLICATE FOR THE FILE

No. 650153



## Certificate of Incorporation

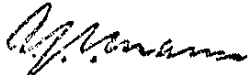
I Hereby Certify, that

**WILLIAM CLARKE (GREENGROCERS) LIMITED**

is this day Incorporated under the Companies Act, 1948, and that the  
Company is Limited.

Given under my hand at London this **Twenty-second** day of

**February** One Thousand Nine Hundred and **Sixty.**

  
ASSISTANT Registrar of Companies.

Certificate  
received by }

Date 22/2/60

CHANCERY HOUSE  
PARADISE ST  
LIVERPOOL  
L1 5BA

The Registrar of Companies,  
Companies House,  
Crown Way,  
Maindy,  
Cardiff,  
CF4 3UZ.

Dear Sir,

WM...CLARKE (GREEN & ROGERS) LTD

Company Number 650153.....

In accordance with new S.392(3) CA 1985 we write to advise you of the resignation of our auditors Hodgson Impey with effect from 30th April 1990 and enclose a copy of their letter of resignation.

Yours faithfully,

*B. Middlehurst*



**HODGSON  
IMPEY & Co**  
CHARTERED ACCOUNTANTS

30th April 1990

The Directors,

*W. - Glavin (Groceries) Ltd*

Chancery House  
Paradise Street  
Liverpool L1 5BA  
Telephone 051-708 7773  
Fax 051-708 0325

Dear Sirs,

**Resignation of Hodgson Impey  
as auditors to your company**

As already advised the Liverpool and Moreton offices of Hodgson Impey are merging with the Liverpool office of Pannell Kerr Forster with effect from 1st May 1990 and will practice under the name of Pannell Kerr Forster from that date. Also with effect from 1st May the firm of Hodgson Impey is merging with another firm and will no longer exist. It is therefore necessary for us to resign as auditors to your company.

Accordingly, we should be grateful if you would treat this letter as formal notice of our resignation as auditors with effect from today's date. In connection with our resignation there are no circumstances which we consider should be brought to the attention of either the members or creditors of the company.

As noted above we shall be practising as Pannell Kerr Forster in future and shall be pleased to accept appointment as auditors under our new name from 1st May 1990.

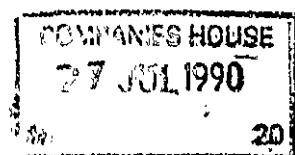
Yours faithfully,

*Hodgson Impey*

Offices at Aberdeen Beverley Birmingham Boston Chelmsford  
Chester Coventry Dublin Edinburgh Glasgow Grimsby Hereford  
Horsham Hull Leeds Lerpwell Liverpool London Spalding Worcester

A list of partners is available for inspection at the above address  
and Spectrum House 20-26 Cursitor Street London EC4A 3FF

Authorised by the Institute of Chartered Accountants  
in England and Wales to carry on investment business



**PANNELL  
KERR  
FORSTER**

CHARTERED ACCOUNTANTS

MR P MIDDLEHURST  
WILLIAM CLARKE (GREENGROCERS)  
31 SOUTH MEADE  
GREEN PARK  
MAGHULL L31 8EG

52 Mount Pleasant  
Liverpool L3 5UN  
Telephone 051-708 8232  
(Fax 051-708 8169)

1 August 1991

Our ref: JHHM/ACC

Dear Sirs

WILLIAM CLARKE (GREENGROCERS)  
REGISTRATION NUMBER: 650153

Following the withdrawal of Ian Hamilton-Burke and Odette P Dufau from the Partnership of Pannell Kerr Forster on the 30 April 1991 and your wish to nominate the new firm Hamilton-Burke Dufau as your auditors, we hereby resign our appointment.

We confirm that there are no circumstances that require to be brought to the notice of the shareholders and creditors on this change.

Yours faithfully

*Pannell Kerr Forster*

PANNELL KERR FORSTER

c.c. Companies House