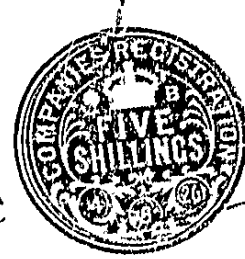


213635

"THE COMPANIES ACTS, 1908 to 1917."

# Declaration of Compliance



A Companies Fee Stamp of 5s. should be impressed here.

WITH THE

## REQUIREMENTS OF THE COMPANIES (CONSOLIDATION) ACT, 1908,

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

*Frederick's Parkers*

**LIMITED.**

(See Page 2 of this Form.)

REGISTERED  
214769  
5 MAY 1926

82203

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 434 (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.

resented for filing by



211



I Cecil Dushwood Lord  
of Town Hall Square Leicester

Do solemnly and sincerely Declare that I am\* a Solicitor of the  
High Court engaged in the formation of

\*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."

Frederick Parker — 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  
Leicester

the 24<sup>th</sup> day of April

One thousand nine hundred and twenty six

before me,

*Robert Simpson*

A Commissioner for Oaths.

*Cecil Dushwood Lord*

written cross.

NOT: This margin is reserved for binding, and must not

Number of  
Certificate )

213635

[Form No. 25.

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



\_\_\_\_\_  
**COMPANY LIMITED BY SHARES.**  
\_\_\_\_\_

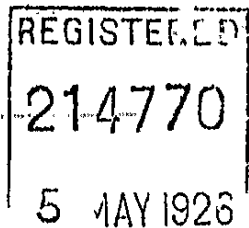


Duty at the  
rate of £1  
for every  
£100 should  
be impressed  
here.

Statement of the Nominal Capital

OF

*Frederick Parker*



**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.

ct. 1236

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 484 (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.

nted for filing by

# THE NOMINAL CAPITAL

OF

*Frederick Parker* LIMITED,

is *Twenty Thousand* Pounds,

divided into *Twenty Thousand* Shares

of *One Pound* each.

Signature *Frederick Parker*

Description *Director of the Company*

Dated the *24<sup>th</sup>* day

of *April*, 19*24*

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

NO. 1.—This margin is reserved for binding, and must not be written across.

213635 / 3

"THE COMPANIES ACTS, 1908 to 1917."

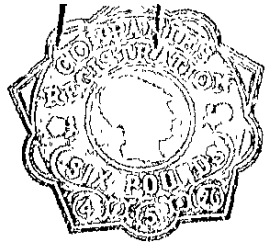
COMPANY LIMITED BY SHARES.

Memorandum of Association  
OF  
**FREDERICK PARKER  
LIMITED.**

1. The Name of the Company is "FREDERICK PARKER 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 acquire and take over as a going concern and carry on the business or businesses Engineer and Iron-founder now carried on by Mr. Frederic Parker at "Viaduct Works," Catherine Street, Leicester, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed and is expressed to be made between the said Frederick Parker of the one part and the Company of the other part, a Copy whereof has for the purpose of identification been signed by two of the subscribers hereto.

(B) To carry on the Business or Businesses of Engineers and ironfounders, Manufacturers of Road Construction Plant, Stone Crushing and Dressing Plant, Quarrying and Screening Machinery, Concrete Mixers, Stone Crushers and all kinds of Machines, Appliances, Tools, and Plant for obtaining, winning, getting, preparing, Road Making Material and Constructing Roads, Mining Machinery, Rollers of all kinds, Cranes, Hoists, Lifts and all kinds of Machines and Appliances of a Mechanical nature whether made of metal or any other material, Pattern Makers, Quarry Proprietors and Merchants of and Dealers in all kinds of Machinery.



REGISTERED  
214771  
5 MAY 1926

Entered for filing by:-



(c) 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 the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(d) To purchase or by any other means 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, and any buildings, factories, mills, works, machinery, engines, stock, plant, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

(e) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, machinery, engines, walls or fences, 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 apply for, 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, 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 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, 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 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 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 surety for any such persons.

(k) To borrow and 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 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.

(n) 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.

(o) To remunerate any person, firm, or company rendering services to this Company, whether 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.

(p) 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, Debenture Stock, or Securities of this Company.

(Q) 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 person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

(R) To promote any other company for the purpose of acquiring all or any of the 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.

(S) 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.

(T) 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.

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

#### 4. The Liability of the Members is Limited.

5. The Share Capital of the Company is £20,000, divided into 20,000 Shares of £1 each. The Company has power from time to time to increase or reduce its Capital and to issue any Shares in the original or increased Capital as Ordinary, Preferred, or Deferred Shares and to attach to any class or classes of such Shares any preferences, rights, privileges or conditions, or to subject the same to any restrictions or limitations: Provided always that if and when the Capital of the Company is divided into different Classes of Shares the rights and privileges of any class shall not be modified or varied except in the manner following, namely:—Any such modification



or variation may be effected when sanctioned by an extraordinary Resolution of the holders of the Shares of such class passed at a separate meeting of such holders at which there shall be present in person or represented by proxy the holders of not less than one-third of the issued Shares of such class.

5

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>Frederick Parker  Rosemount  Uppingham Rd  Leicester  Engineer</p>	<p>One Share</p>
<p>Ida Vernon Parker  Rosemount  Uppingham Rd  Leicester  Married Woman</p>	<p>one share</p>

Dated the 24<sup>th</sup> day of April, 1926.

Witness to the above Signatures—

P. Daskwood Lord  
Solicitor & Notary  
Leicester

213635/pt.<sup>9</sup>

"THE COMPANIES ACTS, 1908 to 1917"

COMPANY LIMITED BY SHARES.

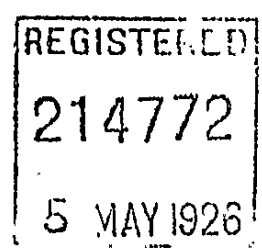


*St. G.  
10/1/26*

# Articles of Association

OF

# FREDERICK PARKER LIMITED.



## PRELIMINARY.

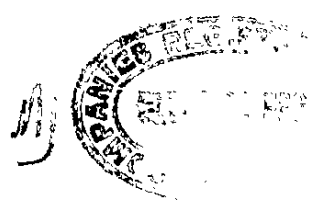
1. The Regulations contained in Table A in the First Schedule to the Companies (Consolidation) Act, 1908 (such Table being hereinafter called Table "A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 2, 5, 24, 29, 35 to 40 (both inclusive), 46, 47, 68, 69, 70, 73, 77, 84, 85, 88, 98, 111, and 114 shall not apply to this Company; but in lieu thereof and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company to any amount not exceeding One Shilling per Share.

3. The Company shall not offer any of its Shares or Debentures to the public for subscription.



*10/1/26*



4. The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) shall not at any time exceed fifty.

5. The Company shall be entitled to treat the person whose name appears upon the Register 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.

#### SHARE CAPITAL.

6. The original Share Capital of the Company is £20,000, divided into 20,000 Shares of £1 each.

#### CALLS ON SHARES.

7. A Call may be made payable by instalments.

8. No Call upon any Share shall be made payable within one calendar month after the date when the last instalment of the last preceding Call shall have been payable, and Clause 12 of Table A shall be modified accordingly.

9. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was made.

10. If by the conditions of allotment any amount is payable in respect of any Shares by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

#### FORFEITURE OF SHARES AND LIEN.

11. If any member fail to pay any Call or instalment of a Call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the Call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the Call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such nonpayment.

12. The notice mentioned in the last preceding Article hereof shall state the place at which the payment required by such notice is to be made, and Clause 25 of Table A shall be modified accordingly.

13. 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 Shares so forfeited shall have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

14. The lien conferred by Clause 9 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

15. An entry in the 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, shall be sufficient evidence, as against all persons entitled to such Shares, that the said Shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such Shares, shall constitute a good title to such Shares, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a Certificate of Title to the Shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of the former Holder of such Shares, and of any person claiming under or through him, shall be against the Company and in damages only.

#### TRANSFER OF SHARES.

16. The Directors may at any time in their absolute and uncontrolled discretion, and without giving any reason, refuse to register any proposed transfer of Shares; and Clause 20 of Table A shall be modified accordingly.

17. Any Share may (subject to Article 16 hereof) be transferred or bequeathed by an original Member to any Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandchild or other issue of such original Member, or may by such original Member's Will be directed to be held in trust by his Personal Representatives, and in such case the following provisions shall not apply.

18. No Share shall in any circumstances be issued or transferred to any infant, bankrupt, or person of unsound mind.

19. Save as hereinbefore otherwise provided, no Share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

20. In order to ascertain whether any Member is willing to purchase any Shares at the fair value, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter

called the "selling Member") shall give notice in writing (hereinafter called "the Notice of Sale") to the Company that he desires to sell the same. Every Notice of Sale shall specify the denoting numbers of the Shares which the Selling Member desires to sell, and shall constitute the Company the Agent of the Selling Member for the sale of such Shares to any Member of the Company at the fair value, together with such sum as shall at the time of the Notice of Sale be the proportion of Dividend due thereon. The rate of Dividend shall be deemed to be the average for the three last preceding years or in the case of a sale before the expiration of three years from the date of the incorporation of the Company, the average of the Dividends paid thereon. No Notice of Sale when once given shall be withdrawn without the sanction of the Directors.

21. The Company shall thereupon offer the said Shares for sale by notice in writing to the Members other than the selling Member, naming a day (being 28 days after the receipt by the Company of the notice of sale) on or before which offers to purchase the same will be received, and if offers to purchase all or any of the said Shares at the fair value shall be received by the Company from the Members before the expiration of the period aforesaid the Company shall, as agent for the selling Member and the proposing purchaser or purchasers, declare a contract of sale to be concluded, and give notice thereof to the selling Member and the purchaser or purchasers.

22. If there shall be offers to purchase more Shares than are offered for sale the Shares offered for sale shall, as nearly as circumstances admit, be allotted to the proposing purchasers in proportion to the Shares already held by them respectively; provided that no proposing purchaser shall be liable to take more Shares than he has offered to purchase. Any Shares which cannot be so allotted without creating fractions shall be apportioned by lot amongst the proposing purchasers.

23. If in any case the selling Member makes default in transferring the Shares comprised in the notice of sale the Company may receive the purchase money, and shall hold the same for the selling Member, and thereupon the name of the purchaser shall be entered in the Register as the Holder of the same Shares. The purchaser shall be entitled to a Certificate of Title to the said Shares, and shall not be bound to see to the application of the purchase money.

24. If through no default of the selling Member the purchase of any Shares in respect of which such last-mentioned notice shall be given shall not be completed within seven days after the expiration of such notice, or if the Company shall not within 28 days after the receipt of the notice of sale find a purchaser for the Shares comprised therein, or any part thereof, the selling Member shall be at liberty at any time within six calendar months thereafter (subject to Article 16 hereof) to sell and transfer the Shares comprised in the Notice of Sale (or such of them as shall not have been transferred to a purchasing Member) to any person and at any price, provided that he shall

not sell any of the said Shares at a lower price than the fair value without first offering them to the Members at such lower price.

25. If any person shall become entitled to any Share or Shares by reason of the death otherwise than as provided by Article 1 or bankruptcy of a Member, or any Assignment, Charge, or Court, such person shall be bound within three months after becoming so entitled to give to the Company a Notice of Sale in manner hereinbefore provided, and the same results shall follow as in the case of a Notice of Sale voluntarily given. If such person shall fail to give such notice the Company as his agent may give the same for him.

26. The fair value of the Shares of the Company shall be fixed by the Auditor of the Company at the time of completing the annual audit of the accounts of the Company, and the value when so fixed shall be deemed to be the fair value until the same shall be again fixed by the Auditor of the Company at the time of completing the next annual audit of the accounts of the Company. Until the first audit of the accounts of the Company the fair value shall be deemed to be par.

### BORROWING POWERS

27. 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 Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged.

28. 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 inspection by the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may 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.

### GENERAL MEETINGS.

29. A General Meeting of the Company shall be held once in each year at such time 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. The aforesaid General Meetings shall be called "Ordinary" Meetings; all other General Meetings shall be called "Extraordinary."

30. The accidental omission to give notice of a General Meeting to any Member shall not invalidate the proceedings at such Meeting

## VOTES OF MEMBERS.

31. A poll shall be taken whenever directed by the Chairman or demanded by two or more Members entitled to vote and together holding or representing by proxy not less than one-tenth of the Capital of the Company for the time being issued; and Clause 56 of Table A shall be modified accordingly.

## DIRECTORS.

32. The number of Directors shall not be less than two nor more than five.

*F.P. Jarvis*

33. The following persons shall be the first Directors of the Company:—Frederick Parker, of <sup>Perseus</sup> ~~Uppingham~~ Uppingham Road, Leicester, and Ida Vernon Parker, his wife, of the same address. The said Frederick Parker shall be a Permanent Director of the Company and shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any cause specified in Article 39 hereof and accordingly Clauses 78 to 86 of Table A shall not apply to him. The said Frederick Parker shall also be Chairman of the Company and he shall be entitled at any time during his life while he is a Director of the Company or if he is a Director up to the time of his decease, by his Will to nominate some other person to be a Permanent Director of the Company.

34. The Directors shall have power at any time and from time to time to appoint any other qualified person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number hereinbefore fixed. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

35. The qualification of every Director shall be the holding in his own right and as sole Holder of Five Hundred Shares of the Company. A Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company and pay for so many Shares as shall be necessary to make up with the Shares (if any) which he then holds the amount of his said qualification, and his name shall be entered in the Register of Members accordingly.

36. The remuneration of the Directors shall be such sum as the Company may decide, and such sum shall be divided among them in such proportions and in such manner as they shall agree. Provided that any Director who shall not have served during the whole period for which the remuneration is payable shall receive only an amount proportioned to the time served by him. Any resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors.



37. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two, and any resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

### RESOLUTIONS.

38. Every Resolution of the Company signed by all the Shareholders shall be as valid and effectual as if passed at a Meeting of the Directors duly called and constituted and likewise every Resolution of the Directors signed by all the Directors.

### DISQUALIFICATION OF DIRECTORS.

39. The office of a Director shall be vacated.

- (a) If he become bankrupt or insolvent or compound with his creditors.
- (b) If he becomes of unsound mind or be found a lunatic.
- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary Share qualification or do not obtain the same within one month from the date of his appointment.
- (e) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors.
- (f) If he give the Directors one calendar month's notice in writing that he resigns his office.

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.

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

## DIVIDENDS.

41. The net profits of the Company shall be applied: First in creating such Reserves or Reserve Funds as the Directors may in their own absolute and uncontrolled discretion determine, and the balance shall be distributed by way of Dividend among all the Holders of the Shares in proportion to the amounts paid up or credited as paid up for the time being on such Shares respectively.

42. The Company in General Meeting may from time to time pass a Resolution to the effect that it is desirable to capitalise the whole or any part of the undivided profit of the Company, standing to the credit of the Company's Reserve Fund or Funds, and accordingly that that sum be distributed as a Bonus in proportion to the Shares held by them respectively, and that the Directors be authorised to distribute amongst them the unissued Shares in like proportions.

43. When such Resolution has been passed, the Directors may allot and issue the unissued Shares credited as fully paid up to the Holders of the outstanding Shares in satisfaction of the said Bonus, and as nearly as may be in proportion to the Shares held by them respectively, with full power to make such provision by the issue of fractional certificates or otherwise as they may think expedient for the case of fractions, and prior to such allotment, the Directors may authorise any person on behalf of Holders of such Shares to enter into any Agreement with the Company providing for the allotment to them of such Shares credited as fully paid up and in satisfaction as aforesaid, and any Agreement made under such authority shall be effective.

## INDEMNITY.

44. Every Director, Auditor and other Officer 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 Director may incur or become liable to by reason of any contract entered into or act or thing done by him as such Director or Officer or otherwise in the discharge of his duties. 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 the sake of conformity or for any loss or expense resulting to the Company through the insufficiency or deficiency of any security in or upon which any of the moneys of the Company may be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any of the moneys, securities or effects of the Company may have been deposited or for any loss occasioned by any error of judgment or oversight on his part, or for any loss damage or misfortune whatsoever which may have happened in the execution of the duties of his office or in relation thereto, unless the same shall have happened through his own culpable negligence or dishonesty.

## BALANCE SHEET.

45. A copy of the Balance Sheet shall be deposited at the Registered Office of the Company seven days previously to a General

DUPLICATE FOR THE FILE.

No. 213635



# Certificate of Incorporation

I Hereby Certify, That the

*Frederick Parker 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 *Fifth* day of *May* One

Thousand Nine Hundred and *Twenty-six*.

*H. Whittle*

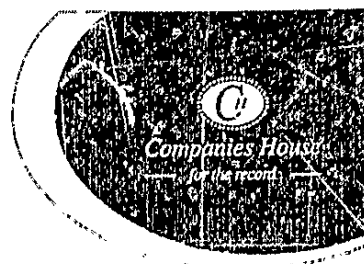
Fees and Deed Stamps £ *10.- 5/-*

Stamp Duty on Capital £ *2.00*

Assistant Registrar of Joint Stock Companies.

Certificate received by

Date



Grown Way Cardiff CF14 3UZ  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

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

### COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.