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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

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396388

[Form No. 41.]

21 JUL 1945

"THE COMPANIES ACT, 1929."



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

Declaration of Compliance

WITH THE

REQUIREMENTS OF THE COMPANIES ACT, 1929.

made pursuant to Section 15, Sub-Section 2, of the Companies Act, 1929,
on behalf of a Company proposed to be registered as

POCHIN (CONTRACTORS)
Limited.

HUTTON, HARTLEY & Co. Ltd.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,
Relief Stampers and Account Book Makers,

Palatine House, 62 Victoria Street,

MANCHESTER 3.

FORM No. 1
No. 8801/2.
(Lined)

signed by

MANCHESTER, 21 JUL 1945

10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

I Granie William Taylor Pochin

1. The Haven.

Hale Ches.

"Here insert
"A Solicitor of
the Supreme
Court or in
Scotland "an
Enrolled Law
Agent" en-
gaged in the
formation of"
or "A person
named in the
Articles of
Association
as a
Director (or
Secretary) of."

Do solemnly and sincerely Declare that I am* a person named in the

Articles of Association as a Director of

Pochin (Continental)

31

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 Declaration Act, 1835.

Declared at Albionham in the
County of Chester

the 12 day of June 1945

One thousand nine hundred and forty five

before me,

John G. Hall

A Commissioner for Oaths †

CW T Pochin

† (or Solicitor, Notary or other person authorized by law)

NOTE: This document is reserved for Livery.

or of
icate) 396388

[Form No. 25.]

THE STAMP ACT, 1891 AND THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.



Duty at the
rate of 10/-
for every
£100 must
be impressed
here

Statement of the Nominal Capital
OF

POCHIN (CONTRACTORS.)

Limited,

Pursuant to Section 112 of the Stamp Act, 1891;
as amended by Section 41 of the Finance Act, 1933.

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

HUTTON, HARTLEY & Co. Ltd.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,
Relief Stampers and Account Book Makers,

Palatine House, 62 Victoria Street,

MANCHESTER. 3.

HONE NO. 1
1895 9801/2.
(LINES)

nted by

LINGARD, WILSON & Co.,

10, MARK LANE, LONDON, E.C. 3.

10, MARK LANE, LONDON, E.C. 3.

16 JUN 1933

THE NOMINAL CAPITAL

OF



Pochin (Contractors)

LIMITED,

is *Five thousand* Pounds

divided into *Five thousand* Shares

of *One pound* each.

Signature

CW Pochin

Description

Director

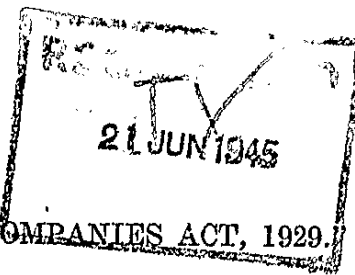
Dated the *twelfth* day

of *June* 19*45*.

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

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

396388



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

POCHIN (CONTRACTORS) LIMITED.

1. The name of the Company is "POCHIN (CONTRACTORS) 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 the business or businesses of builders and contractors, joiners, carpenters, joinery manufacturers, general and constructional engineers, public works contractors, timber merchants, builders' merchants, property repairers and jobbers, shop fitters, manufacturers and erectors of portable or pre-fabricated buildings of all kinds, wood and metal workers, wood carvers, wheelwrights, blacksmiths, bricklayers, stone-masons, glaziers, plumbers, decorators, plasterers, french polishers, steel manufacturers, ironfounders, non-ferrous metal founders, machine makers, tool makers, electricians, sanitary and general engineers, road makers, drainers, packing case makers, pattern makers, public saw mill, furniture manufacturers and dealers, furnishers, coach and lorry builders, motor car body builders, manufacturers of and dealers in aeroplanes and component parts thereof, carriers, general contractors and manufacturers of and dealers and merchants in any articles and things used in or in connection with any of the above businesses.

- (b) 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.
- (c) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any options, rights, privileges, or easements over or in respect of any land or property, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels, 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.
- (d) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, shops, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same, or join with others in so doing.
- (e) 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.

- (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, and the like conferring any exclusive or non-exclusive right to use any secret or information 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 improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, dispose of, turn to account, transfer, grant or otherwise deal with, all or any part of the property, rights, or options of the Company.
- (H) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.
- (I) 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 security for any such persons.
- (J) 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.
- (K) 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.

- (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 enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or persons 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.
- (N) To procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or place.
- (O) 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.
- (P) 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.
- (Q) 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.
- (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.
- (v) 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 £5,000 divided into 5,000 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 with preferred, deferred, or other special rights, or such restrictions, whether in regard to Dividend, voting, return of Capital, or otherwise, as the Company may from time to time by Special Resolution determine.

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>C.W.T. Pochin 1 The Haven Graylands Road Hale, Cheshire. Timber Merchant</p>	<p>One.</p>
<p>Kershaw. 41, Cranleigh Drive Brooklands, Cheshire. Surveyor</p>	<p>One.</p>

Dated the 11th day of June 1945.

Witness to the above Signatures—

J.A. Lister.
"Graycounke"
7 Kirkby Drive,
Sale, Cheshire.
Surveyor

396388



14
"THE COMPANIES ACT, 1929"
21 JUN 1945



COMPANY LIMITED BY SHARES.

CRP
GWS

Articles of Association
OF
**POCHIN (CONTRACTORS)
LIMITED.**

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to the Companies Act, 1929 (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 11, 13, 28, 39, 40, 54, 64, 66, 69, 72, 82, 101 and 104 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. The Company shall not offer any of its Shares or Debentures to the public for subscription.

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

4. 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 in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company, to any amount not exceeding ten per cent. of the price at which the Shares are issued.

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.

CALLS ON SHARES.

6. The Directors may from time to time make Calls upon the Members in respect of all moneys paid 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.

7. A Call may be made payable by instalments.

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

9. If the Call payable in respect of any Share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest for the same at such rate, not exceeding ten pounds per centum per annum, as the Directors shall determine from the day appointed for the payment of such Call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

10. If by the terms of the issue of any Shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, every such amount or instalment shall be payable as if it were a Call duly made by the Directors, and of which due notice had been given; and all the provisions hereof with respect to the payment of Calls and interest thereon, or to the forfeiture of Shares for non-payment of Calls, shall apply to such amount or instalments and the Shares in respect of which they are payable.

11. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled or unpaid upon any Shares held by him.

FORFEITURE OF SHARES.

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 Shares 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.

TRANSFER OF SHARES.

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. 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 28 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 Act, 1889, shall not apply.

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 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.

20. If the Company shall not within the space of 28 days after being served with a transfer notice, find a Member willing to purchase the Shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty to transfer the Shares or those not placed to any person and at any price.

BORROWING POWERS.

21. The Directors may at their discretion raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage lien 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, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued.

22. The Register of Mortgages shall be open to inspection by any Creditor or Member of the Company without payment and by any other person on payment of the sum of One Shilling for each inspection.

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

24. Any Debentures, Bonds, or other securities may be issued at a discount or otherwise.

GENERAL MEETINGS.

25. 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.

26. 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.

27. 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.

VOTES OF MEMBERS.

28. A poll shall be taken whenever demanded by one or more Members holding or representing by proxy not less than one-tenth of the Capital of the Company for the time being issued; and Clause 50 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

29. Upon a show of hands every Member present in person shall have one vote only. Upon a poll every Member present in person or by proxy shall have one vote for every Share held by him, upon which there are no Calls in arrear.

DIRECTORS.

30. The number of Directors shall not be less than two or more than five.

31. The following persons shall be the first Directors of the Company :—

CEDRIC WILLIAM TAYLOR. POCHIN.

ARTHUR CAMM POCHIN.

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

33. The words " and every Director " in Clause 70 of Table A and all subsequent words shall not apply.

34. No Share qualification shall be required of a Director.

DISQUALIFICATION OF DIRECTORS.

35. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors.
- (B) If he become of unsound mind or be found a lunatic.
- (C) If he be convicted of an indictable offence.
- (D) If he cease to hold the necessary qualification in Shares 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 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.

36. 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 Director may vote in respect of such contracts.

MANAGING DIRECTORS.

37. The Directors may from time to time appoint one or more of their body 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.

38. The Directors may from time to time confer upon and entrust to the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked, or varied.

CAPITALISATION.

39. A General Meeting may at any time and from time to time when no dividend on any Preference Shares is in arrear, direct the capitalisation of the whole or any of the profits for the time being of the Company, or any accumulations of profits carried to reserve, or any sum carried to reserve as the result of a sale or revaluation of the assets or goodwill of the Company or any part thereof, or any sum received by way of premium on the issue of any Shares, debentures or debenture stock of the Company or (subject to the provisions of Section 46 of the Companies Act, 1929), the whole or

part of the Capital redemption reserve fund (if any) by the appropriation of the same to the holders of the Ordinary Shares of the Company in proportion to the amounts paid or credited as paid thereon (otherwise than in advance of calls) on the footing that the same be not paid in cash but be applied in payment in full at par of Shares, debentures, debenture stock, or other obligations of the Company to be distributed credited as fully paid amongst the holders of the Ordinary Shares of the Company in the proportion aforesaid and the Board shall give effect to such resolution and shall apply such portion of the profits or reserve fund as aforesaid as may be required for the purpose of making payment in full at par for the Shares, debentures, debenture stock or other obligations of the Company to be so distributed, provided that no such distribution shall be made unless recommended by the Board. Where any difficulty arises with regard to the distribution, the Board may settle the same as they think expedient, and in particular may issue fractional certificates, and generally may make such arrangements for the allotment, acceptance and sale of such Shares, debentures, debenture stock or other obligations of the Company or fractional certificates, and otherwise as they think fit. The Board may appoint any person to sign a contract on behalf of the holders of the Ordinary Shares participating in such distribution and such appointment shall be effective, and the contract may provide for the acceptance by such holders of the shares, debentures, debenture stock or other obligations to be allotted to them respectively in satisfaction of their claims in respect of the sum so capitalised, and where required such contract shall be delivered for registration in accordance with the provisions of the Statutes. For the purposes of this Article, the fixed preferential dividend on any Preference Shares shall be deemed to be in arrear if not paid on the fixed dates for payment thereof mentioned in the conditions of issue. This Article is subject to any special conditions which may be attached to any Shares hereafter issued.

NOTICES.

40. 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.

WINDING UP.

41. 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.

42. The assets of the Company available for distribution among the Members shall be applied—First, in repaying to the holders of Preference Shares (if any) the amounts paid up or credited as paid up on such Preference Shares respectively; Secondly, in repaying to the holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among all the holders of Ordinary Shares in the Company in proportion to the number of shares held by them ~~respectfully~~. **RESPECTIVELY**

CEWED. Sh
HALL

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

W. Pochin Hale, Ches.

*1 The Haven
Graysards Road
Hale, Cheshire
Timber Merchant.*

*R. Kershaw 41, Brantleigh Drive.
Brooklands, Cheshire.
Surveyor*

Dated the *11th* day of *June*. 1945.

Witness to the above Signatures—

J. A. L. Jones

"Beauchamps"

*7 Kirkby Drive,
Sale, Cheshire*

Surveyor

CERTIFICATE OF INCORPORATION

No. **396388**

[Duplicate for the File]

I HEREBY CERTIFY, that

POCHIN (CONTRACTORS) LIMITED

is this day incorporated under the Companies Act, 1929, and that the
Company is limited.

Given under my hand and seal this **twenty-first** day of **June**
One
Thousand Nine Hundred **forty-five**.

P. R. S. S.

Registrar of Companies.

Certificate
received by } *Regd. Post*
25 JUN 1945

[178]

all