



## **NOTICE OF MISSING PAGES FROM THE MICROFICHE RECORD**

Companies House regrets that pages are missing from documents on this company's microfiche record.

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.

Number of  
Company |

1163012 |

Form No. 41  
(No registration fee payable)

## THE COMPANIES ACTS 1948 to 1967

### Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the  
Name of the  
Company {

*Officer*  
~~J. H. MOORE (WHOLESALE)~~ LARGE & CO. LIMITED

Presented by

Presentor's Reference.....NS.....

H. B. Wedlake, Saint & Co. ....

420 Seven Sisters Road, .....

London N4 2ND. ....



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F20402 16.3.72

Companies 6C

[P.T.O.]

I, NICHOLAS WAKELIN SAINT

of 420 Seven Sisters Road, Finsbury Park, London N4 2ND

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland "a  
Solicitor") engaged  
"in the formation"  
or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary".

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

of

~~J. H. MOORE (WHOLESALE)~~ LARGE & CO. Limited

and 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. 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 140 High  
Street Edgware  
Middlesex  
the 28 day of February  
one thousand nine hundred and  
seventy four

*Nicholas W. Saint*

Before me,

*Keith C. Perryman*  
KEITH C. PERRYMAN

A Commissioner for Oaths (b)

(b) Or  
Notary Public or  
Justice of the  
Peace, as the case  
may be.

1163012

CW/2/71.

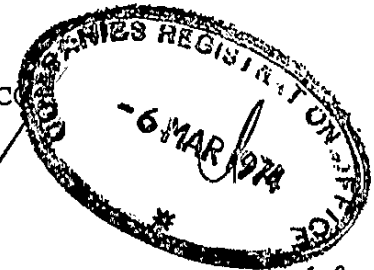
THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

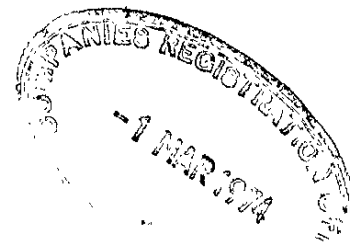
Memorandum of Association

- OF -

~~J. H. MOORE (WHOLESALE)~~ LARGE & CO.  
LIMITED



1. The name of the Company is "MOORE LARGE & CO. ~~J. H. MOORE (WHOLESALE)~~ 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 of retailers, repairers, wholesalers, dealers and manufacturers, cleaners, storers and warehousemen of bicycles, motor cycles, scooters, mopeds, sidecars, motors, carriages, motor cars, van and other conveyances of all descriptions and accessories, spare parts, sundries and all objects and things appertaining thereto.
  - (B) To buy, sell, let on hire, repair, alter and deal in cycles, motor cycles, accessories, component parts and fittings of all kinds, and all articles and things referred to in Clause (A) hereof or used in or capable of being used in connection with the manufacture, maintenance and working thereof, and as garage keepers, suppliers of and dealers in petrol, electricity and other motive powers, mechanical and general engineers, machinists, fitters, saddlers, metallurgists, galvanizers, enamellers, electro platers, painters, woodworkers, packing case makers and general storekeepers, and generally to undertake agencies and commissions of all kinds.



- (C) To carry on any other business which may seem to the Company capable of being conveniently carried on in conjunction 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 acquire by purchase, lease, exchange or otherwise, and to hold land, buildings and hereditaments of any tenure and description and any estate or interest therein and any rights over or connected with land, and to use or turn the same to account as may seem expedient and to prepare building sites and to construct, reconstruct, alter, improve, decorate, furnish and maintain offices, flats, houses, factories, warehouses, shops, wharves, buildings, works and conveniences of all kinds and to consolidate or connect or sub-divide properties and to lease or otherwise dispose of the same.
- (E) To advance and lend money to builders, tenants and others who may be willing to build on or improve any land or buildings in which the Company is interested.
- (F) 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, or for any other purpose whatsoever 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.
- (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 arrangements 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 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 raise money or secure obligations (whether of the Company or any other person) 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 interests 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, brokers or 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, 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

- (P) 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 attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company 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.
- (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 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 are or 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 such persons or of their wives, children or other relatives or dependents.
- (S) To apply for, register, purchase, or otherwise acquire, and to protect, prolong and renew any patents, brevets d'invention, licences, concessions, and the like, conferring any exclusive, or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (T) 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.

- (U) 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.

It is hereby expressly declared that the word "company" in this Clause, when not applied to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether existing or hereafter to be formed, and 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 £25,000 divided into 5,000 ~~Shares of £1 each~~ "A" Ordinary Shares of £1 each and 20,000 "B" Ordinary Shares of £1 each.



WE, the several persons whose names and 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 (In words)
<p>JOHN ARTHUR FREDERICK MOORE 14 CHURCH END RED BOURN. HERTFORDSHIRE CYCLE DEALER <i>John Arthur Frederick Moore</i></p>	<p>ONE "A" SHARE</p>
<p>HARRY CHARLES WEBB 17 PARK WAY, RICKMANSWORTH HERTFORDSHIRE AUDIT CLERK <i>Harry Charles Webb</i></p>	<p>ONE "A" SHARE</p>

D A T E D this 25<sup>TH</sup> day of FEBRUARY 1974.

WITNESS to the above signatures :-

DAVID M. NUNN

*David M. Nunn*

*10 College Road*

*Harrow Middlesex*

*Chartered Accountant.*

## THE COMPANIES ACTS 1948 to 1967

## COMPANY LIMITED BY SHARES

## Articles of Association

- OF -

~~S. H. MOORE (WHOLESALE)~~ LARGE & CO.

LIMITED

PRELIMINARY.

1. In these Articles the expression "Table A" shall mean Table A in the First Schedule to the Companies Act, 1948 as modified by the provisions of section 14 (8) (c) of, and Part III of the Eighth Schedule to the Companies Act, 1967. Subject as hereinafter appears, the Regulations contained in Part I of Table A shall apply to this Company. The Clauses in Part I of Table A numbered 24, 40 to 43 (both numbers inclusive), 53, 60, 75 and 77 shall not apply, but in place of such clauses and in addition to the remaining Clauses in such Part I the following shall be the Articles of Association of the Company.

2. The Company is a private Company, and accordingly Clauses 2 to 6 (both numbers inclusive) in Part II of Table A shall apply to the Company.

SHARE CAPITAL.

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

LIEN.

4. The lien conferred by Clause 11 in Part I 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 is the sole registered holder or one of two or more joint holders.

TRANSFER AND TRANSMISSION OF SHARES.

5. (1) No shares in the Company shall be transferred otherwise than in accordance with the following provisions :-

- (A) If any Member shall desire to transfer any shares such Member (hereinafter called "the transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company stating the number and class of shares which he desires to transfer and containing an offer to sell the same at the fair value thereof as hereinafter defined or at such other price not being greater than the fair value as shall be specified in the transfer notice. A transfer notice shall constitute the Company the Agent of the transferor for the sale of the shares and shall not be revocable without the sanction of the Directors.
- (B) Within seven days after the service of a transfer notice on the Company, the Secretary shall by notice in writing offer the shares comprised therein for sale to all the other members of the Company. Every such notice shall name a day (being twenty one days after the service of the transfer notice) on or before which such offers to purchase the same will be received, and if on or before the day so named the Secretary shall have received from a person or persons to whom the offer was made offers to purchase all the shares comprised in the transfer notice the Secretary shall as agent for the transferor and the purchaser or purchasers declare a contract or contracts of sale to be concluded and give notice thereof to the transferor and to the proposing purchaser or purchasers who shall thereupon perform the contract or contracts.
- (C) If in any case there shall be offers to purchase more shares than are offered for sale, the said shares shall be allotted as nearly as circumstances admit among the proposing purchasers in proportion to the number of shares respectively held by them at the date of the service of the transfer notice on the Company, provided always that no member shall be bound to take more than he has offered to purchase. Any shares which cannot be so allotted without creating fractions shall be apportioned by lot among the proposing purchasers willing to purchase the same.
- (D) If in any case the transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the cash purchase consideration for the same and may authorise some Director of the Company on his behalf to transfer the shares to the purchaser and such transfer shall be effective. The Company shall thereupon cause the name of

the purchaser to be entered in the Register as the holder of the shares and shall hold the purchase money paid in cash in trust for the transferor and shall issue to the purchaser a certificate for any shares to be transferred as aforesaid. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, 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.

- (E) If the Company shall not within the space of twenty eight days after being served with a transfer notice find a person or persons to whom the shares were offered willing to purchase all the shares comprised in such notice and give notice in manner aforesaid, the transferor shall at any time within three calendar months afterwards be at liberty (subject only to the provisions of Clause 3 in Part II of Table A) to sell the shares to any person and at any price not being less than the price specified in the transfer notice.
- (F) If any person (not being one of several joint holders or a personal representative holding in trust for any child or other issue, father, mother, brother, sister, husband or wife of a deceased member) shall become entitled to any shares by reason of the death or bankruptcy of a Member such person shall be bound within two months after becoming so entitled to serve the Company with a transfer notice in respect of all the shares to which he has become so entitled and if he fail to give such notice within the time aforesaid the Directors as his agents may give the same for him and the same results shall follow as in the case of a transfer notice voluntarily given.
- (G) Any shares may be transferred by a member or the personal representative of a deceased Member or be by will bequeathed by a Member to or in trust for any child or other issue, father, mother, brother, sister, husband or wife of such Member, and any shares standing in the names of the trustees of the Will of a deceased Member or in the names of the trustees of any settlement created by a Member may be transferred upon any change of trustees to the new trustee thereof and the restrictions hereinbefore contained shall not apply to any transfer or bequest authorised by this sub-clause. Accordingly the Directors shall not be entitled to decline the registration of any such transfer, and the provisions of Clause 3 in Part II of Table A shall be modified accordingly.

(H) The fair value of the shares shall be such price as in the absence of agreement between the proposing transferor and the purchasing Member or Members shall be certified by the Auditors for the time being of the Company on the application of any transferor or transferee or the Company and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators, and accordingly The Arbitration Act 1950 shall not apply.

(I) The foregoing provisions shall not apply to transfers made by members holding not less than nine-tenths in value of the shares in the Company in connection with a scheme or contract in accordance with Section 209 of the Companies Act, 1948.

(2) Clauses 30, 31 and 32 in Part I of Table A shall be modified accordingly.

#### GENERAL MEETINGS.

6. In every notice calling a meeting of the Company or of any class of members of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy, and that a proxy need not also be a member.

7. In Clause 54 in Part I of Table A there shall be substituted for the words "members present shall be a quorum." the words "meeting shall be dissolved."

#### POLL.

8. One member present in person or by proxy may demand a Poll, and Clause 58 in Part I of Table A shall be read accordingly.

#### DIRECTORATE.

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

10. The Chairman of a meeting of Directors and of a meeting of a committee formed by the Directors shall have no second or casting vote, and Clauses 98 and 104 in Part I of Table A shall be modified accordingly.

11. The first Directors of the Company shall be John Arthur Frederick Moore and Harry Charles Webb.

BORROWING POWERS.

12. Clause 79 in Part I of Table A shall have effect as if the proviso thereto had been omitted.

VOTING BY DIRECTORS.

13. A Director may vote as a Director in regard to any contract, arrangement or dealing, although he may be interested therein, and upon any matter arising thereout; and if he shall so vote his vote shall be counted; and he shall be reckoned for the purpose of calculating a quorum of Directors when any such contract, arrangement, dealing or matter is under consideration. Clause 84 in Part I of Table A shall be modified accordingly.

ALTERNATE DIRECTORS.

14. Each Director shall have power to nominate in writing (1) any other Director, or (2) any person approved for that purpose by the other Directors, to act as alternate Director during his absence, and at his discretion to remove such alternate Director and on such appointment being made the alternative Director shall, except as regards remuneration and the power to appoint an alternative, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. An alternate Director shall ipso facto cease to be an alternate Director if his appointor cease for any reason to be a Director. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate.

MINUTES.

15. A Memorandum in writing signed by all the Directors for the time being entitled to receive notice of a meeting of Directors shall if annexed or attached to the Directors' Minute Book, be as valid and effectual as if it had been a resolution passed at a meeting of the Directors duly called and constituted. Any such memorandum may consist of several documents in like form each signed by one or more of such Directors.

SPECIAL PROVISIONS AS TO

"A" ORDINARY AND "B" ORDINARY SHARES

16. (A) Unless otherwise specified or required by the context any reference in these Articles to a share or shares shall be deemed to refer to both "A" Ordinary Shares and "B" Ordinary Shares.

(B) The holder of a "B" Ordinary Share shall not be entitled to receive notice of or to attend or to vote at any Meeting of the Company but otherwise the equivalent rights shall attach to both classes of shares.

(C) In the event of a Transfer Notice being given under Article 5 (relating to the transfer and transmission of shares) the Company shall offer the shares comprised in the Notice to the holders of both classes of shares.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

JOHN ARTHUR FREDERICK MOORE.

4 CHURCH END

REDBOURN. HERTFORDSHIRE

CYCLE DEALER

*John Arthur Frederick Moore.*

HARRY CHARLES WEBB.

17 PARK WAY

RICKMANSWORTH HERTFORDSHIRE

AUDIT CLERK

*Harry Charles Webb*

D A T E D this 25<sup>TH</sup> day of FEBRUARY 1974.  
WITNESS to the above Signatures :-

DAVID M. NUNN

*David M. Nunn*  
10 College Road  
Harrow Middlesex  
Chartered Accountant.

All amendments to the Memorandum and Articles  
of Association have been made with the full  
knowledge and consent of the Subscribers.

.....

H.B. WEDLAKE, SAINT & CO.

Solicitors Engaged.





## CERTIFICATE OF INCORPORATION

No. 1163012

I hereby certify that

**MOORE LARGE & CO. LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited,

Given under my hand at London the 14th March 1974

A handwritten signature in cursive script, reading 'N Taylor'.

N. TAYLOR

*Assistant Registrar of Companies*