

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

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Name of company

* <u>GROVELL HARMONICS AND PLANT LIGHTING LIMITED</u>

* Insert full
name of Company

I, JUSTIN HENRY
of 18 MINSTER ROAD
COUNDON
COVENTRY CV1 3AF

† delete as CST
appropriate

do solemnly and sincerely declare that I am a ~~{Solicitor engaged in the formation of the company}†~~
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 Coventry

Declarant to sign below

the Twentyeighth day of September
One thousand nine hundred and ninety three
before me Christine Taylor

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

CHRISTINE TAYLOR
Solicitor

Presentor's name address and
reference (if any):For official Use
New Companies Section

Post room





COMPANIES HOUSE



10

**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

Company name (in full)

CN

For official use ☐

GROWELL HONORABLES AND PLANT LIGHTING
LIMITED.

Registered office of the company on
incorporation.

RO

131 HUMBER AVENUE,
STOKE,

Post town COVENTRY.

County/Region WEST MIDLANDS

Postcode CV1 2AU.

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☐

Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

131 HUMBER AVENUE [JUSTIN HENRY]

STOKE

COVENTRY

Postcode CV1 2AU

Telephone 0203 - 631090

Extension

Company Secretary (See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS	MR
JUSTIN	
HENRY	
AD	18 MINSTER ROAD
COUNDON	
Post town COVENTRY	
County/Region WEST MIDLANDS	
Postcode CV1 3AF	
Country ENGLAND	
I consent to act as secretary of the company named on page 1	
Signed	Justin Henry
Date	28-9-93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD	MR
JUSTIN	
HENRY	
AD	18 MINSTER ROAD
COUNDON	
Post town COVENTRY	
County/Region WEST MIDLANDS	
Postcode CV1 3AF	
Country	
DO	06/12/68
NA	BRITISH
OC	MARKETER
OD	
I consent to act as director of the company named on page 1	
Signed	Justin Henry
Date	28-9-93

Directors (continued)
(See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

Delete if the form
is signed by the
subscribers.

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

CD	Mr
	IAN KENN
	REYNOLDS
AD	131 HUMBER AVENUE,
	STOKE,
Post town	COVENTRY
County/Region	WEST MIDLANDS
Postcode	CV1 2AU
Country	ENGLAND
DO	15 08 61
Nationality	NA BRITISH
OC	ENGINEER
OD	
I consent to act as director of the company named on page 1	
Signed	I. K. Reynolds
Date	28-9-93

Signature of agent on behalf of all subscribers	Date
---	------

Signed	I. K. Reynolds	Date	28-9-93
Signed	I. K. Reynolds	Date	28-9-93
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

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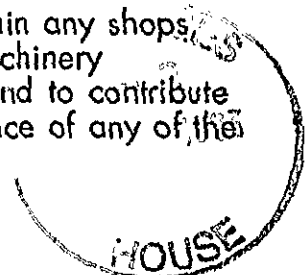
THE COMPANIES ACT 1989
COMPANY LIMITED BY SHARES



**MEMORANDUM OF ASSOCIATION OF
GROWELL HYDROPONICS AND PLANT LIGHTING LTD.**

1. The name of the Company (hereinafter called "the Company") is:
Growell Hydroponics and Plant Lighting Ltd.
2. The registered office of the Company will be situated in England.
3. The Company is a worker co-operative.
4. The objects for which the Company is established are:
 - A. To manufacture, supply and sell hydroculture systems and plant lighting and a comprehensive range of associated products and services and to educate and further the use and awareness of hydroculture.
 - B. To foster and support the principles and concept of co-operation, employee-ownership and democratic management in its own affairs and in industry and commerce generally and to increase the number of co-operative enterprises and jobs and in particular to support the Coventry Co-operative Development Agency and the Industrial Common Ownership Movement Limited.
 - C. To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the company or enhance the value of or render profitable any of the Company's property or rights or is required by an customers of or persons dealing with the Company.
 - D. To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings easements, rights, privileges, concessions, patent rights, licences, secret processes, property or any kind necessary or convenient for the purpose of or in connection with the Company's business or any branch or department thereof.
 - E. To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

157044



- F. To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purpose of and in connection with the borrowing or raising of money by the Company to become a member of any building society.
- G. To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and to issue at part or at a premium or discount, and for such consideration as may be thought fit, debentures and debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- H. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.
- I. To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of customers and others.
- J. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- K. To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- L. To accept payment of any property or rights sold or other wise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend payment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgage or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and so hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- M. To enter into any partnership or joint-purse arrangement or arrangement of sharing profits, union of interest or co-operation or amalgamate with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock, or securities of any such company, and to guarantee the contracts or liabilities of, or payment of dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- N. To establish or promote or concur in establishing or promoting any company the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- O. To make any donation for social or charitable purposes either in cash or assets which the Company may deem expedient.
- P. To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- Q. To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertakings and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- R. To obtain, acquire and purchase all necessary permits, licences or trade marks required for the purpose of enabling the Company to carry on its said business upon such terms and conditions as it may think fit.

In carrying out the aforesaid objects the Company shall have regard to promoting the physical, mental and spiritual well-being of the community and especially those who participate in the activities of the Company by reason of employment in or purchasing from or selling to the Company to promote and develop working practices which combat discrimination against people on grounds of gender, race, age, sexual identity, disability, class or religion and to assisting people in need by any means whatsoever.

And it is hereby declared that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

- 5. The income and property of the Company whencesoever derived shall be applied solely toward the promotion of the objects of the Company as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Company except by way of payment of interest on money lent or dividends on shares purchased or by way of payment at a price not to exceed the fair market price therefor for any shares of any members bought in by the company or by way of payment in good faith of reasonable and proper wages, bonuses and repayment of expenses to any members in return for any service actually rendered to the Company or reasonable rent on premises let to the Company by any member or by way of payment to members upon dissolution of the company after settlement of all debts and liabilities.

6. In accordance with co-operative principles the rate of dividends on share or interest on loan capital shall not exceed a rate necessary to obtain and retain the capital required to carry out the objects of the Company.
7. The liability of the members is limited.
8. The Company's Share Capital is £10,000 divided into 100 Co-operative Shares of £1 each and 9,900 Investment Shares of £1 each. The rights attached to the two classes of shares are set out in Articles 4 and 5 of the Articles of Association and shall have effect as if the provisions were repeated herein. The Company shall be prohibited from making any alteration to Article 5 of the Articles of Association.
9. In the event of winding up or dissolution the Liquidator shall first, according to law, use the assets of the Company to satisfy its debts and liabilities. Any balance of assets remaining will be used towards the repayment of the Co-operative and Investment Shares at a price not to exceed the fair market price therefor. Any balance of assets remaining may be distributed equally amongst those persons who have been employee members for at least one year and were employee members at any time during the year preceding the winding up of the company. If such employee member is deceased at the time of dissolution their portion of the assets will be transferred to their personal representative. If for any reason the balance of assets remaining cannot or are not distributed in the manner specified in this clause, they shall be transferred to the Coventry Co-operative Development Agency Limited or to another worker co-operative with objectives similar to those of the Company or to other entities which promote worker co-operatives.

We, the several persons whose names, addresses, signatures and description are below described, wish to form a company in pursuance of this Memorandum of Association.

NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF SUBSCRIBERS:

Name..	JUSTIN.....HENRY.....	Address..	18 MINSTER ROAD.....
Signature..	<i>Justin Henry</i>	.....	COUNDON.....COVENTRY.....
Occupation..	MARKETER.....	.....	CV1 3AF.....
Name..	IAN KEITH REYNOLDS.....	Address..	131 HUNGER AVENUE.....
Signature..	<i>I. K. Reynolds</i>	.....	SPAKE, COVENTRY.....
Occupation..	ENGINEER.....	.....	CV1 2AU.....
Name.....	.....	Address.....	.....
Signature.....	.....	.....	.....
Occupation.....	.....	.....	.....
Name.....	.....	Address.....	.....
Signature.....	.....	.....	.....
Occupation.....	.....	.....	.....
Name.....	.....	Address.....	.....
Signature.....	.....	.....	.....
Occupation.....	.....	.....	.....

WITNESS TO THE ABOVE SIGNATURES:

Name..	Tammy Lyn Matanky.....	Address..	Unit 15, The Arches.....
Signature..	<i>Tammy Matanky</i>	.....	Industrial Estate.....
Occupation..	Business Developer.....	.....	Spoken End Coventry CV1 3JQ.....

THE COMPANIES ACT 1989
COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
GROWELL HYDROPONICS AND PLANT LIGHTING LTD.**

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company except insofar as they are amended by these Articles and in any regulation so incorporated "these regulations" shall be taken to include these Articles.

INTERPRETATIONS

2. In these Articles:-

"the Act"	means the Companies Act 1985 and any amendments from time to time in force.
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company.
"the United Kingdom"	means Great Britain and Northern Ireland.
"employee"	means a person for the time being employed by the Company or any subsidiary of the Company or any holding company of the Company.
"the Board"	means the Board of Directors of the Company.
"the Company"	shall mean this Company.
"Employee Member"	shall mean any employee of the Company who has been issued a share certificate and whose name appears in the Register of Members as a holder of a Co-operative Share in the Company.

"Investment Shareholder"

shall mean a person who has been issued a share certificate and whose name appears in the Register of Members as a holder of at least one Investment Share .

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography and other modes of representing or reproducing words in visible form.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

PRIVATE COMPANY

3. The Company is a private company and accordingly shall not offer to the public any shares in or debentures of the Company nor shall it allot or agree to allot such shares or debentures with a view to their being offered for sale to the public.

SHARE CAPITAL

4. (1) The Company's Share Capital is £10,000 divided into 100 Co-operative Shares of £1 each and 9,900 non-voting Investment Shares of £1 each.
- (2) The Co-operative Shares ("Co-operative Shares") may only be held by employees of the Company. An employee shall not be entitled to hold more than one Co-operative share in the Company except as nominee. The Co-operative Shares shall carry the right to vote at General Meetings of the Company. Bonuses and other distributions (including a distribution upon winding up) may be made to holders of Co-operative shares in accordance with the Memorandum of Association. Co-operative shares may only be transferred to the Company, a nominee of the Company or a new employee of the Company. If a Co-operative share is transferred to a nominee of the Company, the nominee shall not be entitled to vote at General Meetings of the Company by virtue of holding such share as nominee. If a Co-operative share is transferred to a nominee of the Company in accordance with Article 4(3) hereof, the nominee, on the instruction of the board, may transfer the share to a new Employee Member. The holder of a Co-operative Share shall in a poll have only one vote.

- 3) No person shall be admitted as an Employee Member unless and until s/he shall have signed an application in the following terms:

"ToLimited,
I.....of..... wish to become a member of the Company and request that you enter my name in the Register of members accordingly, subject to your Memorandum and Articles of Association. I agree to take up one Co-operative Share in the Company which I agree to resell to the Secretary as nominee at a price of £1, in the event of the termination of my employment with the Company. Dated thisday of..... Signature....."

In the event of the Employee Member ceasing to be an employee of the Company the Co-operative Share will be transferred to the Secretary as nominee for the Company. The Secretary, or such other persons as the Board shall decide, shall hold the Share as nominee for the Company. Within 21 days of the date of cessation of employment, the ex-employee shall deliver to the Secretary a signed stock transfer form in respect of the Co-operative Share. If on the expiration of the 21 day period no Stock Transfer Form has been received from the ex-employee, 2 members of the Board will be deemed to be duly appointed attorney of the ex-employee and shall execute a stock transfer form on his/ her behalf and deliver it to the Secretary.

- 4) Non-voting Investment Shares ("the Investment Shares") may be held by any person. They shall carry no rights to vote at meetings of the Company, except meetings of the Investment Shareholders. A dividend may be paid to the holders of the shares. The Company shall have the right to redeem the shares and on a winding up the holders of the shares shall be entitled to receive a sum not to exceed the fair market value therefor but shall not otherwise participate in any distribution of any surplus assets of the Company. At meetings of Investment Shareholders the holder of these Shares shall on a poll have only one vote regardless of the number of shares held. Investment Shares may be transferred in accordance with Article 9.
5. (1) The Company is prohibited from making any alterations to the rights attached by the Memorandum of Association to Co-operative Shares.
- (2) The rights attached to the Investment Shares may, subject to paragraph (3) of this Article, only be varied or abrogated with the consent in writing of three quarters of the Employee Members for the time being in addition to the consent in writing of three quarters of the Investment Shareholders or with the sanction of an Extraordinary Resolution passed at a separate meeting of the Investment Shareholders, but not otherwise. To every such separate meeting, all the provisions of these Articles relating to General Meetings of the Company and their proceedings shall apply except that the necessary quorum shall (where applicable) be two persons holding Investment Shares.
- (3) The Company is prohibited from making any variation to the Investment Shares which would have the effect of:-

- (a) enabling the Investment Shareholders to have the right to participate in a distribution of the net assets of the Company other than in accordance with the Memorandum of Association of the Company;
- (b) enabling the Investment Shareholders to have the right to vote at General Meetings of the Company (other than meetings of the Investment Shareholders);
- (c) prevent the Company from redeeming the Investment Shares.

ISSUE OF SHARES

- 6. (1) Subject to the provisions of Chapter VII of the Act and Article 4 any shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company in General Meeting before the issue of the shares determines.
- (2) Subject to the provisions of Chapter VII the Company may purchase any of its own fully paid shares, and being a private company, the Company may make any payment in respect of such shares in any manner authorised under the provisions of Sections 171 to 173 inclusive of the Act.
- 7. Subject as otherwise provided in these Articles and to any direction or authority contained in the resolution of the Company creating or authorising the same, the Board Members are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot grant options rights of subscription or otherwise deal with or dispose of any relevant securities to such persons, at such times and on such terms and conditions as they think proper provided however that the general authority hereby granted to the Board Members:-
 - (1) shall extend only to all relevant securities of the Company unissued on the date of incorporation of the Company.
 - (2) shall expire not more than five years from the date of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

In accordance with Section 91 of the Act sub-section 89(1) and sub-sections (1) to (6) of Section 90 shall be excluded from applying to the Company.

- 8. (1) The Board may allot Investment Shares to such persons as they think fit without the authorisation of the Company in General Meeting.
- (2) b) All employees on taking up employment with the Company or any subsidiary of the Company shall be admitted to membership of the Company, as a holder of a Co-operative Share, subject only to Article 8(2)(b) .

- c) Any employee under the age of majority shall be excluded from membership. The Board may also decide to exclude from membership a newly appointed employee during a probationary period not exceeding 6 months.
- (3) The Company in General Meeting may, by Ordinary Resolution, revoke the authority conferred on the Board Members by paragraph (1) or (2) of this Article or from time to time may renew that authority for a period not exceeding five years from the date on which the renewed authority will expire and shall state the date on which the renewed authority will expire and shall state or restate the number of shares which the Board may allot or, as the case may be, which remain to be allotted under that authority.

TRANSFER OF SHARES

- 9 Co-operative Shares may only be transferred in accordance with Article 4. No transfer of Investment Shares in the Company shall have effect without the prior approval of the Board. The Board shall be entitled, in its absolute discretion to approve and refuse any transfer of Investment Shares in the Company. If it shall refuse a transfer, the Board may nominate another transferee to purchase the shares or may authorise the Company to acquire the shares in accordance with the Act, provided that in all such cases the shares to be transferred may only be acquired by the Company at their par value.

GENERAL MEETINGS

- 10. Unless it has passed an elective resolution to dispense with the holding of Annual General Meetings, the Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation. In accordance with
- 11. 1) The Board or ten percent of the employee members for the time being may whenever they think fit convene an Extraordinary General Meeting of the Company. The notice of such a meeting must be given in accordance with Article 13 below and must state the objects of the meeting.
- 2) An Annual General Meeting, an Ordinary General Meeting or an Extraordinary General Meeting shall constitute a General Meeting of the Company.

12. Decisions at General Meetings shall be made by passing resolutions. The decisions involving an alteration to the Memorandum and Articles of Association of the Company and other decisions required from time to time by statute shall be made by special resolution.

A special resolution is one passed by a majority of not less than three-fourths of members attending and voting at a General Meeting being entitled to do so. All other decisions shall be made by ordinary resolution requiring a simple majority.

NOTICES

13. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice. Any other General Meeting shall be called by fourteen days' notice at least.
14. Notice of all general meetings shall be given in writing to every member of the Company and to such persons who are entitled to receive notice by virtue of statute or Article 15 below and shall be given personally or by sending it by post to him/her at his/her registered address or any address given by him/her for this purpose within the United Kingdom.
15. The auditors of the Company shall receive notice of all General Meetings.
16. The Company in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Company.
17. Notice shall be exclusive of the day on which it is served or given and shall specify the place and exact time of the meeting and the general nature of the business to be raised there at.
18. Where notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and posting the notice and to have been effected at the expiration of forty-eight hours after notice has been posted.
19. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

20. Every Member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
21. No business shall be transacted at a General Meeting unless a quorum of Members is present. 50% of the Employee Members shall be the quorum.

22. If within half an hour from the time appointed for the meeting a quorum is not present it shall stand adjourned to the same day in the next week at the same time and same place or otherwise as the Company in General Meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Employee Members present shall be a quorum.
23. Each General Meeting shall elect a Chairperson whose function will be to conduct the business of the meeting in an orderly manner.
24. The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
25. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by:-
 - (a) the Chairperson; or
 - (b) at least 3 members present in person.

Unless a poll be so demanded, a declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

26. If a poll is duly demanded it shall be taken in such manner as the Chairperson of the meeting directs and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
27. Subject to the provisions of the Act a resolution in writing signed by all the Employee Members for the time being shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form, each signed by one or more members.
28. Votes may only be given personally. Proxy voting is not permitted.

THE BOARD OF DIRECTORS

29. Unless otherwise determined by Company in General Meeting the number of members of the Board shall not be less than two or more than twenty.
30. The initial members of the Board from incorporation until the first Annual General Meeting shall be determined in writing by the subscribers of the Memorandum of Association.
31. A person shall not be a member of the Board unless he/she is an Employee member.

32. A member of the Board shall, subject to Article 36 below, hold office until the next Annual General Meeting following his/her appointment.
33. New Board members shall be elected individually at the Annual General Meeting by the members present. However the Board may at any time appoint any Employee Member to be a Board Member to fill any vacancy on the Board.
34. On expiration of the period of office for which he/she was elected a Board member shall be eligible for re-election.
35. A Board member shall not vote in respect of any contract in which he/she is directly or indirectly interested or any matter arising there from and if he/she does so vote his/her vote shall not be counted except that nothing in this Article shall prevent a member of the Board voting in respect of his/her own contract of employment or in respect of any payments to Employee Members or in respect of any borrowings of the Company secured by any personal guarantee given by any employee of the Company.
36. The office of a member of the Board shall be vacated if:
 - (a) he/she resigns his/her office in writing to the Company; or
 - (b) he/she ceases to be an employee of Company for any reason whatsoever; or
 - (c) he/she fails to declare his/her interest in any contract as referred to in Article 35 ; or
 - (d) he/she is absent from three successive meetings of the Board without the permission of the Board and the Board resolves by a majority that the office is to be vacated; or
 - (e) he/she becomes bankrupt or of unsound mind; or
 - (f) he/she is removed from office by resolution of the Company in General Meeting (in accordance with section 303 of the Act).

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

37. The business of the Company shall be managed by the Board who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
38. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid had that regulation not been made.
39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Board shall from time to time determine.
40. Without prejudice to its general powers the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF THE BOARD OF DIRECTORS

41. Members of the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Board shall refer the matter to a General Meeting.
42. A Board member may and the Secretary shall on the requisition of a Board member summon a meeting of the Board at any reasonable time.
43. The quorum necessary for the transaction of business of the Board shall be two.
44. If the Board shall at any time be reduced in number to less than the minimum prescribed in these Articles, it may act as the Board for the purpose of filling vacancies in their body or summoning a General meeting of Company but for no other purpose.
45. The Board shall choose one of their number present to be Chairperson for that meeting.
46. The Board shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Board and of any sub-committee and all business transacted at such meetings. All such minutes shall be open to inspection by any member of the Company during his/her normal working hours and by any other person authorised by the Company in General Meeting.

47. A resolution in writing signed by all Board members for the time being who are entitled to vote shall be as valid and effective as if it had been passed at a meeting of the Board and may consist of several documents in like form signed by one or more Board members.
48. The Board may delegate any of its powers to sub-committees consisting of such members of Company as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board.

SECRETARY

49. The Secretary shall be appointed or removed by the Board.
50. Anything which has to be done by or to a Board member and the Secretary shall not be done by one person acting in both capacities.

ACCOUNTS

51. The Board shall cause proper books of accounts to be kept with respect to:-
 - (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

Proper books shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

52. The books of account shall be kept at the registered office of the Company or at such other places as the Board think fit, and shall always be open to the inspection of all members of the Company during their working hours and by such other persons authorised by the Company in General Meeting.
53. The Board shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
54. In addition the Board shall prepare and present the members with such regular trading accounts showing so far as is possible the current financial results of the Company as the Company in General Meeting shall require to be laid before them.

55. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with the Auditor's report, shall not less than twenty-one days before the date of the meeting be sent or delivered to every member, the Auditors and every holder of loan stock or debentures of the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture.

AUDIT

56. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
57. Auditors shall be appointed and their duties regulated in accordance with Section 384 to 392 of the Act, the Board Members being treated as the directors mentioned therein.

PROFIT OF THE COMPANY

58. The profits of the Company shall be applied as follows, in such proportion and in such a manner as the General Meeting shall decide from time to time:-
- (a) Firstly, to a general reserve for the continuation and development of the Company.
 - (b) Secondly, on the recommendation of the Board by way of distribution to Co-operative or Investment or both Shareholders of the Company as payment of interest on their investment in the Company in accordance with Co-operative principles as set out in the Memorandum of Association.
 - (c) Thirdly, to a bonus to employees.
 - (d) Fourthly, to make payments for social and charitable objects as provided in Clause 4 of the Memorandum of Association.

WAGES AND WELFARE

59. The terms and conditions of the contract of employment of employees of the company shall be determined by the Board.

INDEMNITY

60. Subject to section 310 of the Act every member or auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:-
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or

(b) negligence; or

(c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

We, the several persons whose names, addresses, signatures and description are below described, wish to form a company in pursuance of these Articles of Association.

NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF SUBSCRIBERS:

Name.....	JUSTIN HENRY	Address.....	18 MINSTER ROAD
Signature.....	<i>Justin Henry</i>	.....	COVENTRY COVENTRY
Occupation.....	MARKETER	.....	CUI 3AF
Name.....	SAUL KENNEDY	Address.....	131 HUNGER AVENUE,
Signature.....	<i>Saul Kennedy</i>	.....	STAKE, COVENTRY
Occupation.....	ENGINEER	.....	CUI 2AU
Name.....		Address.....	
Signature.....			
Occupation.....			
Name.....		Address.....	
Signature.....			
Occupation.....			
Name.....		Address.....	
Signature.....			
Occupation.....			

WITNESS TO THE ABOVE SIGNATURES:

Name.....	Tammy Lyn Matalley	Address.....	Unit 15, The Arches
Signature.....	<i>Tammy Lyn Matalley</i>	.....	Industrial Estate
Occupation.....	Business Developer	.....	Spenn End, Coventry CUI 3TQ

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2862671

I hereby certify that

**GROWELL HYDROPONICS AND PLANT LIGHTING
LTD.**

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 15 OCTOBER 1993

P. Bevan
P. BEVAN

an authorised officer