

number of }
company }

424704

REGISTERED

21/10/1926

[Form No. 41.]

"THE COMPANIES ACT, 1929."

Declaration of Compliance



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

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

WISBECH PLANT COMPANY

LIMITED.

Telegrams: "Certificate, Strand, London."

Telephone No.: Holborn 0434

JORDAN & SONS, LIMITED,
Company Registration Agents, Printers, and Publishers,
116 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C.2.

acted by

LARKING, LARKING & WHITING,
H. A. JUST & CO.,
15, PORTUGAL STREET,
LINCOLN'S INN, W.C. 2.
THE CRESCENT,

WISBECH.

WILLEM EVERARDUS TYTERTMAN,
of **WALTON ROAD, WISBECH, CAMBS.**

*Here insert-
"A Solicitor
of the Su-
preme Court
(or in Scotland
"an Enrolled
Law Agent")
engaged 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
WISBECH PLANT COMPANY

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 Declarations Act, 1835.

Declared at *1, York Road.*

W. R. Tyttertman
Secretary of Cambs. Co.

the *20th* day of *November*

One thousand nine hundred and *forty six*

before me,

[Signature]

A Commissioner for Oaths.†

† or Notary Public or Justice of the Peace.

NOTE.—This margin is reserved for binding, and must not be written across.

Number of
Certificate

424704

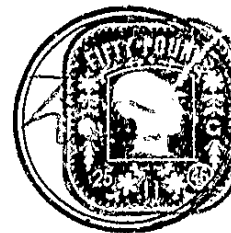
REGISTERED

22ND 1936

[Form No. 25.]

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

COMPANY LIMITED BY SHARES.



Duty at the
rate of 10s.
for every
£100 must
be impressed
here

Statement of the Nominal Capital

OF

WISEECH PLANT COMPANY,

LIMITED,

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

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

110-53320

Telegram: "CERTIFICATE, ESTRAND, LONDON."

Telephone No. 1 HOLBORN 0434.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,
116 CHANCERY LANE, LONDON, W.C. 2
and 13 BROAD STREET PLACE, E.C.2.

Presented by

LARKING, LARKING & WHITING,

H. A. JUST & Co.
15, PORTUGAL STREET, LONDON, W.C. 2.
LINCOLN'S INN CH.

THE NOMINAL CAPITAL

OF

WISBECH PLANT COMPANY

LIMITED,

is... TEN THOUSAND

Pounds,

divided into TEN THOUSAND

Shares

of ONE POUND

each.

Signature *W. E. Fyfe*

Description DIRECTOR.

Dated the *Twentieth* day

of... NOVEMBER, 1916.

NOTE.—This margin is reserved for binding, and must not be written across.

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



REGISTERED

29 NOV 1946

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



Memorandum of Association

— OF —

Wisbech Plant Company Limited



1. The name of the Company is :- "WISBECH PLANT COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are :-

- (a) To carry on business as nurserymen, horticulturists, bulb growers and dealers, market gardeners, farmers, florists, landscape gardeners, vegetable and fruit growers, gardeners, seedsmen, bee-keepers, greengrocers, grocers and provision dealers, builders, painters, decorators, potters, brick and tile makers, sculptors, stone masons, ironfounders, engineers, metal and alloy makers, refiners and workers, joiners and woodworkers, garage proprietors, and carriers, cab proprietors, jobmasters, ironmongers and hardware dealers.
- (b) To carry on business as manufacturers of, and dealers in, artificial flowers, bouquets and decorations of every description, fertilising materials, flower baskets, and other flower receptacles and containers, garden furniture and ornaments, huts, sheds, summer houses, and agricultural and horticultural machinery, tools and utensils.

- (c) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
- (g) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interest in, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.

- (i) To lend money to such persons, upon such terms and/or security and subject to such conditions as may be desirable.
- (j) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interests, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular, by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable documents.
- (m) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

- 4.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
 - (q) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons and to grant pensions and allowances to any such persons.
 - (r) To distribute any property of the Company in specie among the members.
 - (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be solely subsidiary to the objects contained in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is £10,000 divided into 10,000 shares of £1 each, with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise, as the Articles of Association may from time to time prescribe.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS of SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>William Everardus Tijsterman Walter Rd Wisbech nurseryman Karel Koks Mount Drive Wisbech Cambs nurseryman</i>	<p><i>one</i></p> <p><i>one</i></p>

DATED this 20th day of November 1946.

WITNESS to the above signatures :-

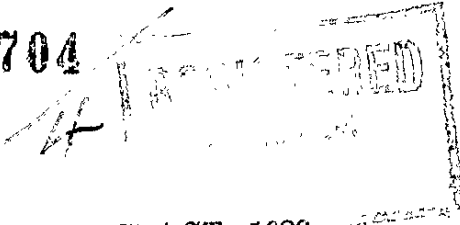
Thomson & Co

Chartered Accountants

Wisbech



424704



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

Wisbech Plant Company Limited

PRELIMINARY.

1. Subject as hereinafter provided the Regulations set out in Table "A" in the First Schedule to the Companies Act, 1929 shall apply to this Company.

2. The following clauses of the said Table "A" shall not apply to this Company videlicet :- 45, 54, 64, 66, 69, 72, 101 and 107.

PRIVATE COMPANY.

3. The Company is a Private Company within the meaning of the Companies Act, 1929 and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the members of the Company, not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of that employment to be members of the Company shall be limited to fifty provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this provision, be treated as a single member; and (3) the transfer of the shares of the Company shall be restricted in manner hereinafter appearing.

SHARES.

4. The Directors may allot or otherwise dispose of the shares of the Company to such persons and for such consideration, and upon such terms and conditions as they may determine, but so that, except as provided by the Statutes, no shares shall be issued at a discount.

5. The Company may 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 at such a rate as shall not exceed ten per cent of the price at which such shares shall be issued and such commission may be satisfied in cash or fully paid shares in the capital of the Company or partly in one mode and partly in another.

6. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or recognise any equitable, contingent, future, or partial interest in any share or any interest in any fractional part of a share, or (except as expressly provided to that effect by these articles) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

TRANSFER AND TRANSMISSION OF SHARES.

7. No member shall be entitled to transfer any shares otherwise than in accordance with the following provisions :-

(A) No share or shares shall be transferred to any person other than a member of the Company so long as any member of the Company is willing to purchase the same in the manner and at the sale price as hereinafter provided, or at the price as defined in subsection 1 of this Article.

(B) A member desirous of selling his shares (hereinafter called the "Selling Member") shall give a notice (hereinafter called "the notice of sale") to the Secretary of the Company containing an offer to sell the same, and station the number of shares which he desires to sell and the price he is willing to accept for such shares.

(C) In order to ascertain whether any member is willing to purchase the share or shares offered for sale, the Secretary shall send to each of the other members of the Company a circular containing the same

particulars notifying that offers to purchase will be received within fourteen days after the receipt by him of the notice of sale. The shares offered for sale shall be offered in equal proportions to the members of the Company, and if any member shall not purchase the shares offered to him those shares shall be offered to the remaining members in equal proportions. If on or before the expiration of the period mentioned above offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the Company by the Secretary, he shall, as agent for the selling member and the proposing purchaser or purchasers, declare a contract or contracts of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.

(D) The selling Member and the purchasers of shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price as hereinafter provided.

(E) If within twenty-eight days after the service of the notice of sale on the Secretary the Company fails to find a Member willing to purchase the share or shares, and the selling member has not received a notice that his offer to sell has been accepted either at the price specified in the offer, or at a price as defined in sub-section (1) of this Article, on behalf of some member or members of the Company, he shall be entitled to dispose of the shares referred to in the notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the Company, to any other person subject to the restrictions in Article 3, sub-Article (2) hereof.

(F) If any person shall become entitled to any share or shares by reason of the death or bankruptcy of any member, he shall be bound forthwith to offer the same for sale to the members of the Company at a price as hereinafter provided.

(G) Any person or trustee who shall become entitled to any share or shares by reason of the death or bankruptcy of any member shall forthwith give to the Secretary a notice of sale in the manner hereinbefore provided, and if he make default in so doing the Directors may give such notice of sale on his behalf, and the same procedure shall follow as in the case of a notice of sale voluntarily given.

(H) Where in the event of death or bankruptcy or from any other cause, either of the original subscribers ceases to be a member of the Company, the remaining original subscriber shall have the first

option of purchase of the whole or part of the shares held in the name of the outgoing or deceased member, and the value of such share or shares shall be determined as hereafter provided.

(I) The value of shares which shall be sold shall be such a price as shall be fixed by agreement between the selling member and the purchasing member or, in the event of disagreement, such a sum as the Company's Auditor shall certify in writing to be, in his opinion, the fair value thereof, and the Auditor shall be bound so to certify on the application of any of the parties interested.

(J) Any member may, with the consent of the Directors, transfer or by Will bequeath any share held by him to a member or members of his family as hereinafter defined, and in such case the foregoing provisions shall not apply, and in the case of such bequest the Executors of the Will of the deceased member may transfer the shares so bequeathed to the Legatee or Legatees. For the purpose hereof "a member of the family" of any member shall include a husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, or other direct issue of such member, or a father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, nephew or niece of the deceased member, but no other person.

(K) Where any shares are held upon the trusts of any Deed or Will a transfer thereof may be made upon any change or new appointment of trustees, but the Directors may require evidence to satisfy themselves of the facts in relation to such transfer.

8. The Directors may refuse to register any transfer of shares made or expressed to be made in contravention of the provisions of the last preceding Article; and clauses 19 and 21 of Table "A" shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS.

9. A Meeting may, with the consent of all the members, be convened by a shorter notice than that required by Clause 42 of Table "A" and in such manner as the members think fit.

10. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided by the regulations of the Company, two members present in person or by proxy shall form a quorum.

VOTES OF MEMBERS.

11. On a show of hands every member present shall have one vote and upon a poll every member present in person or by proxy shall have one vote for each share of which he is the registered holder.

DIRECTORS.

12. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than three but need not exceed one.

13. The qualification of every Director shall be the holding in his own right and as sole holder of shares of the Company to the nominal value of not less than £100. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

14. The Directors shall be entitled to be repaid all travelling and hotel expenses incurred by them in respect of the Company's business.

POWERS AND DUTIES OF DIRECTORS.

15. The powers of the Company shall be exercisable by the Directors who shall be at liberty to raise or borrow for the purposes of the Company's business, such sum or sums of money as they shall think fit, and in connection therewith may mortgage or charge the whole or any part of the property and assets of the Company, present and future, including uncalled or un-issued capital, and to create and issue bonds or debentures, or debenture stock. The first Directors of the Company shall be Karā Kok and William Everardus Tysterman. The said Karā Kok and William Everardus Tysterman shall each be a permanent Director of the Company and each of them shall be entitled to hold such office so long as he shall live unless he become disqualified from any of the causes specified in Article 16 hereof and accordingly Clauses 75 to 77 and Clause 80 of Table A shall not apply to any permanent Director.

DISQUALIFICATION OF DIRECTORS.

16. The office of a Director shall be vacated:

- (a) If by one calendar month's notice in writing to the Company he resigns the office of

Director, subject to the provisions of any service contract with the Company.

(b) If he becomes bankrupt.

(c) If (save for illness or other indisposition) he shall absent himself from Board Meetings continuously for six months without the consent of the Board.

(d) If he is found lunatic or becomes of unsound mind.

(e) If he becomes prohibited from being a Director by reason of any order made under Sections 217 or 275 of the Companies Act, 1929.

17. Subject to the provisions of the Companies Act, 1929, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company. A general disclosure that a Director is interested in transactions with any particular firm or company shall be sufficient disclosure for this purpose.

PROCEEDINGS OF DIRECTORS.

18. A written Resolution signed by every member of the Board shall be effective as a Resolution of the Board at a meeting duly convened and constituted.

MANAGING DIRECTOR.

19. Any Managing Director or Manager may from time to time be vested by the Board with all or any of the powers of the Directors (except the power to make calls, borrow money, issue debentures or forfeit shares) as such Board may think fit.

ALTERNATE DIRECTOR.

20. Any Director being or residing abroad may in writing, appoint some other person to be his alternate or substitute Director during his absence, such alternate Director having in all respects the same rights and powers as the Appointor.

INDEMNITY.

21. Every Director, officer, or official of the Company, shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, save where this indemnity would conflict with the provisions of the Companies Act, 1929.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.
<i>William Everardus</i> <i>Tijtemann</i> <i>"Soleil" Walton Rd</i> <i>Wobech</i> <i>murserman</i> <i>Karel Kolk</i> <i>Woonus Dine</i> <i>Wisch</i> <i>Caras</i> <i>murserman</i>

DATED 20th November 1946.
 Witness to above signature

Francis A. Bopar

Chartered Accountant
 Wobech.

DUPLICATE FOR THE FILE.

No. 424704



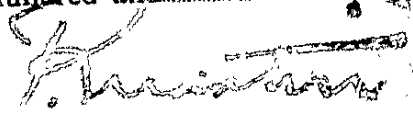
Certificate of Incorporation

I Hereby Certify, That

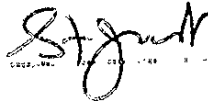
WISBECH PLANT COMPANY LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited,

Given under my hand at London this Twenty-ninth day of November One Thousand Nine Hundred and Forty-six.


Registrar of Companies

Certificate
received by



Date

2/12/46

COMPANIES
REGISTRATION
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to s. 141 (2))

OF

WISBECH PLANT COMPANY LIMITED

Passed 21st March, 1966

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 12/13, The Crescent, Wisbech on the 21st day of March, 1966, the sub-joined *Special Resolutions* were duly passed, viz.:—

RESOLUTIONS

1. THAT the capital of the Company which is at present £10,000 divided into 10,000 Ordinary Shares of £1 each (of which 2,000 Ordinary Shares and no more have been issued and are fully paid) be reorganised so as to comprise 1,000 'A' Ordinary Shares of £1 each, 1,000 'B' Ordinary Shares of £1 each and 8,000 Unclassified Shares of £1 each and such reorganisation be effected by converting

- (a) the 1,000 Ordinary Shares registered in the name of Willem Everardus Tysterman into 1,000 Ordinary Shares of £1 each
- (b) the 1,000 Ordinary Shares registered in the name of Karel Kok into 1,000 'B' Ordinary Shares of £1 each
- (c) the 8,000 Ordinary Shares into 8,000 Unclassified Shares of £1 each

The 'A' Ordinary Shares and the 'B' Ordinary Shares shall subject to the special provisions contained in the Articles of Association of the Company as intended to be amended by the next resolution hereof rank *pari passu* in all respects.

2. THAT the Articles of Association of the Company be amended

- (a) by inserting in Article 2 the figure "52" immediately after the figure 45 the figure "68" immediately after the figure 66 and the words and figures "to 80 inclusive 82, 83" immediately after the figure 72.
- (b) by deleting the words "with the consent of the Directors" from the first and second line of Article 7 (J).
- (c) by deleting Articles 12 and 13 and substituting the following new Articles therefor

"12(i) The Directors shall be two in number. The Directors at the date of the adoption of this Article are Willem Everardus Tysterman and Karel Kok. Of the said Directors, the said Willem Everardus Tysterman and any Director hereafter appointed in his place shall be regarded as representing the holders of the 'A' Ordinary Shares and shall be called the 'A' Director and the said Karel Kok and any Director hereafter appointed in his place shall be regarded as representing the holders of the 'B' Ordinary Shares and shall be called the 'B' Director.

(ii) The holders of the 'A' Ordinary Shares or of the 'B' Ordinary Shares respectively for the time being issued may at any time, either by writing under the hands of the holders of a majority of the issued shares of the class left at the Registered Office or by resolution passed at a Separate General Meeting of the holders of shares of such class, remove any 'A' Director or 'B' Director respectively from office, and may at any time by like writing or the like resolution appoint any person to the office of an 'A' Director or 'B' Director respectively in the place of any 'A' Director or 'B' Director respectively so removed or dying, resigning or otherwise vacating office.

(iii) Save as hereinbefore provided and subject to the provisions of the Statute, the Director of the Company shall be appointed or removed from office and the Company in General Meeting shall have no power of appointing or removing Directors but each of the above named Directors and every other Director hereinafter appointed shall hold office until he is either removed in manner provided by these Articles or he dies resigns or otherwise vacates office under the provisions hereinafter contained.

13 (i) The quorum necessary for the transaction of the business of the directors shall be two.

- (ii) In clause 81 of Table A the words "In case of an equality of votes the chairman shall have a second or casting vote" shall be omitted

(d) by deleting Article 19 and substituting the following new article therefor

"19 The said Willem Everardus Tysterman and Karel Kok shall so long as they remain Directors be also the joint Managing Directors of the Company and as such shall have full control over the day to day Management of the Company's affairs. No other person shall be appointed Managing Director of the Company so long as Willem Everardus Tysterman and Karel Kok either of them shall hold that office."



Number of Company: 424704 / 45

form No. 50

THE COMPANIES ACTS 1948 TO 1967

[COPY]

special resolution(s)

of WISBECH PLANT CO. Limited

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at 12/13, THE CRESCENT, WISBECH, CAMBS.

on the 29th day of NOVEMBER, 1977,

the following SPECIAL RESOLUTION(S) was/~~were~~ duly passed:—

THAT:—

Clause 13 of the Articles of Association of the Company
be amended as follows:—

That for the figures "£100" (One Hundred Pounds) expressed therein there shall be substituted therefor the figures "£10" (Ten Pounds).

NOTES:

- (1) This copy Resolution may be continued on the reverse side of this form if necessary and it should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd. for that purpose.

Jordan & Sons Limited

International Law Agents, Consultants and Publishers
Jordan House, 47 Brunswick Place, London N1 6EE
Telephone 01-253 3030 Telex 261010