



NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company, contain some documents, which are illegible.

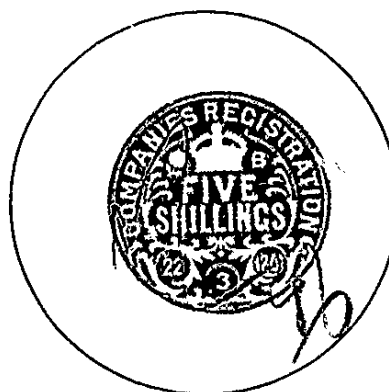
The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

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

No. of
Certificate } ————— 212645

[C.A. I.]
0-7-25.

COMPANIES ACTS, 1908 to 1917.



A 5/-
Companies'
Registration
Fee Stamp
to be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

Act, made pursuant to S. 17 (2) of the Companies (Consolidation)

Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be

registered as W. A. Cox (Evesham)

REGISTERED

209603

Limited.

23 AR 1926

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL AND BIRCHIN LANE LONDON

Presented for filing by

I Leonard Charles Cox
of Evesham in the County of Worcester
Solicitor

(a) Here insert:
"A Solicitor of the
"High Court engaged
"in the formation,"
or
"A director [or
"Secretary] named in
"the Articles of
"Association."

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

of W. A. Cox (Evesham) Limited

Limited, and That all the requirements of the Companies (Consolidation)
Act, 1908, in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at Evesham in the County
of Worcester.

the 19th day of March
one thousand nine hundred and twenty-six

Before me,

Geoffrey New
A Commissioner for Oaths.

Leonard Cox

(No. 834)

212645

[C.A. 30]
14725

No. of Certificate



W. A. Cox (Levesham)

LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp

Act, 1891, as amended by s. 39, Finance Act, 1920. (NOTE.—The Stamp Duty on the

Nominal Capital is Twenty Shillings for every £100 or fraction of £100

REGISTERED

209607

23 MAR 1926

This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL AND BIRCHIN LANE, LONDON.

Presented for filing by



The NOMINAL CAPITAL of W. A. Cox (Evesham)

Limited,

is £ 3000 divided into 3000 shares of £ 1 each.

Signature W. A. Cox

Description Director W. A. Cox (Evesham) LTD

Date 19 day of March 1926

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



212645

THE COMPANIES ACTS, 1908 TO 1917.



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

W. A. COX (EVESHAM), LIMITED.



1. The name of the Company is "W. A. COX (EVESHAM), LIMITED."

23 AR 1926

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 all or any of the following businesses, namely: builders and contractors, timber merchants, builders' merchants, saw millers, plumbers, decorators, undertakers, merchants and dealers in stone, sand, lime, bricks, timber, hardware and other building requisites, and generally to carry on the said businesses in all their branches or any businesses of a character similar or analogous to the foregoing, or any other business or any other works or manufactures which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company or further any of its objects.
- (b) To purchase or otherwise acquire any patents, *brevets d'inventions*, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use 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 and rights so acquired.

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44

- (c) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (d) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
- (e) To enter into partnership or into any arrangement for sharing profits, or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorized to carry on, or any business or transaction capable of being conducted so as to benefit this Company. To take or otherwise acquire and hold shares in 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.
- (f) Generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (g) To sell the undertaking of the Company, or any part thereof, or any agency connected therewith for such consideration as the Company may think fit, and in particular for shares, partly or fully paid up debentures, debenture stock or securities of any other company, whether actually incorporated and existing or proposed to be formed or promoted by the purchaser or otherwise.
- (h) To promote, finance, or assist any other company or companies for the purpose of its or their 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 benefit this Company.

- (i) To raise or borrow or secure the payment of money for the purpose of the Company upon such terms and on such security as may seem to the Company expedient, and in particular, by the issue of debentures or debenture stock, whether perpetual or not, and charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital.
- (j) To make and execute any deed, indenture, agreement, appointment or other legal or notarial act or document which may be necessary, expedient or desirable for effectuating or carrying out any matter or transaction within the powers of the Company, or which may be incidental thereto, or connected therewith, and to draw, accept, endorse, discount, and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial or transferable instruments or securities.
- (k) To pay all preliminary expenses of the Company and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any 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.
- (l) To invest and deal with the moneys of the Company not immediately required, in such manner as may be from time to time determined.
- (m) To lend money to such person and on such terms as may seem expedient and to give any guarantee or indemnity as may seem expedient.
- (n) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property of the Company.
- (o) To distribute by way of dividend or otherwise any of the property of the Company in specie.

(p) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by, or through trustees, agents or otherwise, and either alone or in conjunction with others.

(q) To procure the Company to be registered or recognised, and to establish and maintain local registers, agencies and branch places of business in any colony or dependency, or in any foreign country or place.

(r) To adopt such means of making known the products or the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards, and donations.

(s) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employes or ex-employes of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful objects.

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

4. The liability of the Members is limited.

5. The ^{share} capital of the Company is £3,000, divided into 3,000 Ordinary shares of £1 each.

6. The Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or new capital as Ordinary, Preferred or Deferred shares, and to attach to any class or classes of such shares any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets, or otherwise over any other shares, or to subject the same to any restrictions, limitations or conditions, and to vary the regulations of the Company as far as necessary to give effect to the same and upon the subdivision of a share to apportion the right to participate in profits in any manner as between the shares resulting from such subdivision.

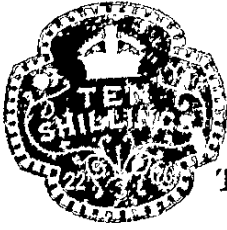
WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Wilfrid Alan Cox</i> <i>The Abbey, Evesham</i> <i>BORDER</i>	1
<i>Leonard Charles Cox</i> <i>Highfield Hall, Hill</i> <i>Evesham Solicitor</i>	1.

Dated the 16th day of March, 1926.

Witness to the above Signatures:—

P. Crisp
 Clerk to Messrs. Byrch Cox & Sons,
 Solicitors,
 2, North Terrace,
 Evesham.



P12845

Handwritten signature/initials

THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES REGISTERED

209509

23 MAR 1926

Articles of Association

OF

W. A. COX (EVESHAM), LIMITED.

PRELIMINARY.

1. Subject as hereinafter provided, the regulations in Table "A" shall apply to this Company.

2. The Company shall be a private company, pursuant to the Companies Acts, 1908 to 1917, and for this purpose the number of the Members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) shall be limited to fifty.

3. The Company shall not issue to the public any invitation to subscribe for any shares or debentures of the Company.

SHARES AND CERTIFICATES.

4. The shares shall be under the control of the Directors who may allot and dispose of the same to such persons, on such terms, and in such manner as they think fit. Shares may be issued at par or at a premium, but no shares shall be issued at a discount.

5. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls, and such calls may be made payable by instalments.

6. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof, and shall not, except as ordered by a Court of competent jurisdiction, be under any obligation to recognise any trust or equity or equitable claim to or interest in such share on the part of any other person, whether or not it shall have express or any other notice thereof.

TRANSFER OF SHARES.

7. Clauses 35 to 40 of Table "A" shall not apply.

8.—(A) No share shall, save as provided by clause (ii) of this Article, be transferred to a person who is not a Member so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership is willing to purchase the same at the fair value.

(B) In order to ascertain whether any Member or person selected as aforesaid is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any Member of the Company, or person selected as aforesaid, at the price so fixed, or at the option of the purchaser at the fair value to be fixed by the Auditor in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(C) If the Company shall within the space of twenty-eight days after being served with such notice find a Member or person willing to purchase the share (hereinafter called "the purchasing Member") and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value to transfer the share to the purchasing Member.

(D) In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

- (x) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (F) If the Company shall not within the space of twenty-eight days after being served with the transfer notice find a Member willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to clause (1) of this Article, to sell and transfer the shares or those not placed to any person and at any price.
- (G) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any notice served on the Company pursuant to clause (F) of this Article shall be offered to the Members, and as to their rights in regard to the purchase thereof, and in particular may give any Member or class of Members a preferential right to purchase the same.
- (H) Any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, widow or widower, brother or sister of such deceased Member, and clause (A) of this Article shall not apply to any transfer authorized by this clause.
- (I) The Directors may refuse to register any transfer of a share (a) where the Company has a lien on the share; (b) where it is not proved to their satisfaction that the proposed transferee is a responsible person; (c) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to Membership. But paragraphs (b) and (c) of this clause shall not apply where the proposed transferee is already a Member, nor to a transfer made pursuant to clause (H) of this Article.

MEETINGS.

9. Whenever it is intended to pass a Special Resolution, the two Meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second Meeting contingently on the Resolution being passed by the requisite majority at the first Meeting.

10. An instrument appointing a proxy may appoint several persons in the alternative, and clause 67 of Table "A" shall be modified accordingly.

11. Two Members personally present at a General Meeting of the Company shall be a quorum, and clause 51 of Table "A" shall be modified accordingly.

DIRECTORS.

12. Clauses 78 and 86 of Table "A" shall not apply to permanent Directors.

13. The Directors, including permanent Directors, shall not be less than two nor more than five.

14. The Company in General Meeting shall have power to appoint permanent and ordinary Directors and to fix their remuneration and qualification.

MANAGING DIRECTORS.

15. The Directors may from time to time appoint any one or more of their body to be a Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may vest in such Managing Director or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit, and such powers may be made exercisable for such period or periods, and upon such conditions, and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of a Managing Director may be by way of salary or commission, or participation in profits, or by any or all of those modes.

16. Unless otherwise determined by the Directors, two shall form a quorum at a Meeting of Directors.

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

18. Clauses 68 and 70 of Table "A" shall not apply.

SEAL.

19. The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors and in the presence of at least two Directors, and those two Directors shall sign every instrument to which the Seal of the Company is so affixed in their presence. Clause 76 of Table "A" shall not apply.

DISQUALIFICATION OF DIRECTORS.

20. The office of a Director shall be vacated:—

- (A) If he become bankrupt or insolvent or compound with his creditors.
- (B) If he become of unsound mind or be found a lunatic.
- (C) If he absent himself from the Meetings of the Directors for a period of six months, except through illness, without special leave of absence from the other Directors.
- (D) If he give the Directors one month's notice in writing that he resigns his office.

Clause 77 of Table "A" shall not apply.

21. A Director may enter into contracts or arrangements, or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party, or in which he is interested, by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Board, at or before the time when such contract, arrangement or dealing is determined upon, his interest therein, or if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest.

22. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship, and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

WINDING UP.

23. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company, including any shares in other companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

INDEMNITY.

24. Every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims.

NAMES. ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Wilfrid Alan Cox
 The Abbey, Evesham
BUILDER

Leonard Charles Cox Highfield
 Greenhill Evesham Solicitor

Dated the 16th day of March, 1928.

Witness to the above Signatures:—

T. Crisp.
 Clerk to Messrs. Byrch Cox & Sons,
 Solicitors,
 2 North Terrace,
 Evesham.

No. 212615



Certificate of Incorporation

I Hereby Certify, That the

A. COX (EVESHAM), LIMITED

is this day Incorporated under the Companies Acts, 1903 to 1917, and that the Company is
Limited.

Given under my hand at London this twenty-third day of March One

Thousand Nine Hundred and twenty-six

Fees and Deed Stamps £4. 10. 0

Stamp Duty on Capital £ 30.

A. E. Campbell, Jr.,
Registrar of Joint Stock Companies.

Dr. med. Dr. h. c. h. Prof. Dr. Mathieu's Ins. Ltd.
London = all Dec 27/31