

Number of  
Certificate

239893

Form No. 41.

# THE COMPANIES ACTS 1908 to 1917.



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

DECLARATION of Compliance with the requirements of the Companies

(Consolidation) Act 1908, on behalf of a Company proposed to be

registered as.....

T U C K E T T S

LIMITED.

REGISTERED  
26 MAY 1920

Pursuant to Section 17 (2) of the Companies (Consolidation) Act 1908.

*Presented for filing by*

Bond Pearce & Co.,

Solicitors,

16 Princess Square, Plymouth

The Solicitors' Law Stationery Society, Limited, 22 Chancery Lane, W.C.2, 27 & 28, Walbrook, E.C.4,  
40 Bedford Row, W.C.1, 8 Victoria Street, S.W.1, 15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool,  
and 65 St. Vincent Street, Glasgow.  
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

2. JOHN OLIVER MAYO MORIARTY

of No. 16 Princess Square in the City of Plymouth

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 Solicitor  
of the High Court engaged in the formation

of Tucketts

Limited, and that all and every 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 Plymouth in the County  
of Devon

the 22<sup>nd</sup> day of May

One thousand nine hundred and twenty nine

Before me,

*Richard Sanett*

A Commissioner for Oaths.

*John Oliver Mayo Moriarty*

279893

# THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

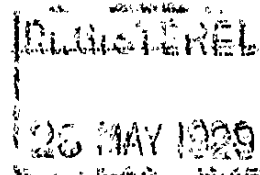
COMPANY LIMITED BY SHARES.

## Statement of the Nominal Capital OF



T U C K E T T S

LIMITED.



Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, and by Section 39 of the Finance Act 1920.

*NOTE.—The Stamp Duty on the Nominal Capital is Twenty Shillings for every £100 or fraction of £100.*

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

*Presented for filing by*

Bond Pearce & Co.,  
Solicitors,  
16 Princess Square, Plymouth

The Solicitors' Law Stationery Society, Limited, 22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria St., S.W.1, 15 Hanover St., W.1, 66 St. Vincent Street, Glasgow, and 19 & 21 North John St., Liverpool.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

# THE NOMINAL CAPITAL

OF

T U C K E T T S

\_\_\_\_\_, Limited,

is £ 90,000 \_\_\_\_\_, divided into 90,000 \_\_\_\_\_

Shares of One pound \_\_\_\_\_ each. of which 30,000 are  
preference shares and 60,000 are ordinary shares.

Signature \_\_\_\_\_

Officer \_\_\_\_\_ Permanent Director

Dated the 21<sup>st</sup> \_\_\_\_\_ day of

May \_\_\_\_\_ 1922.

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



239893/3



The Companies Acts 1908 to 1917.

COMPANY LIMITED BY SHARES.



# Memorandum of Association OF TUCKETTS LIMITED.

1. The name of the Company is "TUCKETTS LIMITED."
2. The registered office of the Company <sup>will</sup> ~~shall~~ be situate in England.

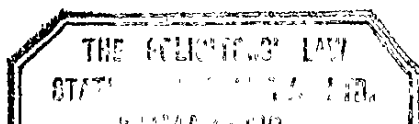


3. The objects for which the Company is established are—

(A) To acquire and take over as a going concern the business or businesses of wholesale and retail confectioners now carried on by Reginald Lang, William Lockwood Lang and John Grason Lang at Millbay, in the City of Plymouth, and elsewhere in the County of Devon, under the style of "Tucketts," and all or any of the assets and liabilities of the said business or businesses, and with a view thereto to enter into an agreement with the said Reginald Lang, William Lockwood Lang and John Grason Lang for the acquisition thereof, and to carry any such agreement into effect with or without modification, and to carry on, develop, extend and turn to account the said business or businesses and the assets thereof.

(B) To carry on the trades or businesses of manufacturing wholesale and retail confectioners, sweet and sweet-meat manufacturers, sugar boilers, chocolate manufacturers, biscuit manufacturers, sugar refiners, dealers in spices, essences, flavourings and sugar and

REGISTER  
25 MAY 19



all other goods, ingredients and articles used in the confectionery and kindred trades, and importers and exporters of all or any of such goods, ingredients and articles, manufacturers of and dealers in mineral and aerated waters, non-excisable wines, cordials, liquors or foods specially suitable or deemed to be suitable for invalids and convalescents, dealers in fancy goods, fruit growers, jam makers, preserved fruit dealers and makers, jelly makers, manufacturers of and dealers in boxes, wrappers and papers of all kinds, importers and exporters of all or any of such goods and articles, and of any contributory or component part thereof, restaurant, café and refreshment-house keepers, public caterers and contractors, and any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with or as ancillary to any of the above businesses or the general business of the Company or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights, and to buy, sell, manufacture and deal in (wholesale and retail), repair, alter, exchange, let on hire, import and export all kinds of articles and things which may be required for the purposes of the said businesses or any of them or commonly supplied or dealt in by persons engaged in such businesses or any of them or which may seem capable of being conveniently dealt in in relation to the business or businesses of the Company, and to establish factories and works for manufacturing goods for the above business or businesses.

- (C) 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, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or businesses or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings,

works, 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.

- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company by mortgage or by issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and to issue at par or at a premium or discount and for such consideration and with such rights, powers and privileges as may be thought fit debentures, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and for all or any of the foregoing purposes to collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) 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 obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) 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.
- (I) To make advances to customers and others, with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (J) To grant pensions, allowances, gratuities and bonuses to employes or ex-employes of the Company or its predecessors in business, or the dependents of such persons, and to establish and support or to support

or subscribe to any charitable funds or other institutions, clubs, societies or funds, the support of which may, in the opinion of the Directors, be calculated, directly or indirectly, to benefit the Company, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.

- (K) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments or securities, and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (N) To accept payment for any property or rights sold or otherwise 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 guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages 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 to hold, dispose of, or otherwise deal with any shares, stock or securities so acquired.
- (O) To enter into any partnership or joint-purse arrangement or arrangements for sharing profits, union of interests or co-operation with any person or persons, firm or corporation carrying on or interested or proposing to carry on or be interested in any business within or similar to the objects of this



Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of shares, stock, debentures or other securities of or interests in any such company, and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock, debentures or other securities of and to subsidise or otherwise assist any such company.

- (P) To establish or promote, or concur in establishing or promoting, any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person or persons, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company, or to advance its interests or possessed of property or rights suitable for the purposes of the Company.
- (R) 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 undertaking 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.
- (S) To amalgamate with any other company or companies whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of

this or any such other company or companies as aforesaid, or by partnership or any arrangement of the nature of partnership, or in any other manner.

- (T) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (V) To pay all or any part of the expenses of and incident to the formation and establishment of 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 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.
- (W) To procure the Company to be registered or recognised in any foreign country or place.
- (X) To adopt such means of making known the business and products of 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, by publication of books and periodicals and by granting prizes, rewards and donations.
- (Y) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause:

Provided that nothing herein contained shall empower the Company to carry on the business of assurance or to grant annuities within the meaning of the Assurance Companies Act 1909, as

extended by the Industrial Assurance Act 1923, or to re-insure any risks under any class of assurance business to which those Acts apply.

And it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain and Northern Ireland or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company, 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.

4. The liability of the members is limited.

5. The share capital of the Company is £90,000, divided into 90,000 shares of £1 each, of which 30,000 are preference shares, with a right to a fixed cumulative preferential dividend at the rate of £7 10s. per cent. per annum, and 60,000 are ordinary shares; and the Company shall have power from time to time to increase or reduce its capital. Subject as hereinafter mentioned, the holders of the said preference shares are to be entitled to the rights and privileges attached thereto by the Articles of Association registered herewith, but no further or other rights. Subject and without prejudice to any special rights or privileges for the time being attached to the said preference shares, or to any other class of shares for the time being carrying special rights, any of the shares in the capital for the time being unissued, and any new shares from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms and subject to such conditions and provisions as the Company may from time to time determine, and the Company shall have power to sub-divide or consolidate any existing shares.

All or any of the rights or privileges of the holders of the said preference shares or of any other class of shares for the time being forming part of the capital of the Company may be modified, affected, varied, extended or surrendered with such consent or sanction as provided by the Articles of Association registered herewith, but not further or otherwise.

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.

William Lockwood Nap "Moon Quay" Saltash Cornwall (Manufacturing Confectioners)	one ordinary
John Graeme Lang "Windy Bush" Saltash Cornwall Manufacturing Confectioners	one ordinary

Dated this 21<sup>st</sup> day of May 1929.

Witness to the above Signatures—

*Witness*  
*Witness*  
*Witness*  
*Witness*  
*Witness*

239893 / *u*

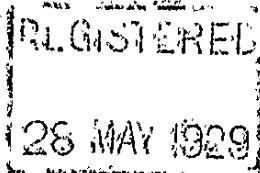
*The Companies Acts 1908 to 1917.*

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# TUCKETTS LIMITED.



### TABLE A EXCLUDED.

1. The regulations in Table A in the First Schedule to the Companies (Consolidation) Act 1908 shall not apply to the Company, except so far as the same are repeated or contained in these Articles. Table A excluded

### INTERPRETATION.

2. In the construction of these Articles the following words shall have the respective meanings hereby assigned to them, unless there be something in the context inconsistent therewith:— Interpretation clause

“The Statutes” mean the Companies Acts 1908 to 1917, and every other Act for the time being in force concerning joint stock companies and affecting the Company. Definitions

“The Company” and “this Company” both mean “TUCKETTS LIMITED.”

“The capital” means the capital for the time being of the Company.

“Shares” means shares in the Company.

“Dividend” includes bonus.

“The office” means the registered office for the time being of the Company.

“Member” means a member of the Company.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by Section 64 of the Companies (Consolidation) Act 1908.

"The register" means the register of members to be kept pursuant to Section 25 of the Companies (Consolidation) Act 1908.

"These Articles" shall mean the Articles of Association and regulations of the Company from time to time in force.

"Month" means calendar month.

"The seal" means the common seal of the Company.

"In writing" means written or printed, or partly written and partly printed, lithography and other usual substitutes for writing.

Words importing the singular number only include the plural number.

Words importing the plural only include the singular.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

"The Board," or "the Directors" shall mean a quorum of the Directors for the time being assembled at any place in accordance with the regulations.

"Paid up" shall include credited as paid up.

Expression in  
Statutes to have  
same meaning in  
Articles

3. Subject to the last preceding Article, any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

Company to enter  
into agreement.

4. The business of the Company shall include the several objects mentioned in or within the scope and meaning of the Memorandum of Association and all incidental matters. The Company shall forthwith enter into an agreement with Reginald Lang, William Lockwood Lang and John Grason Lang for the purpose of acquiring and taking over as a going concern the business or businesses of wholesale and retail confectioners now carried on by the said Reginald Lang, William Lockwood Lang and John Grason Lang at Millbay in the City of Plymouth and elsewhere in the County of Devon under the style of "Tucketts" and all or any of the assets and liabilities of the said business, and after any such agreement is entered into the Company shall

forthwith carry the same into effect, with full power nevertheless from time to time to agree to any modification of the terms thereof either before or after the execution thereof. The basis on which the Company is established is that the Company shall acquire the aforesaid business or businesses, and that the said Reginald Lang, William Lockwood Lang and John Grason Lang shall be permanent Directors of the Company, and accordingly no objection shall be taken to any such agreement or any matter arising thereout, or to any such modification thereof as aforesaid, nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under any such agreement by reason of any promoters or Directors of the Company being (as the fact is) a vendor to the Company or otherwise interested in the said agreement or stands in a fiduciary relation to the Company, or by reason of the purchase consideration being or having been fixed by the vendors and agreed to by the Company without any independent valuation having been made, or that the Directors of the Company or some or any of them are or is in any way interested in the formation of the Company, and do not under the circumstances constitute an independent Board, and every member of the Company both present and future is to be deemed to join the Company on this basis.

#### PRIVATE COMPANY.

5. The Company is a "Private Company" within the meaning of the Companies Acts 1908 to 1917, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures or debenture stock of the Company; (2) 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, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing. Private Company

6. The office shall be at such place in England as the Board shall from time to time appoint. Office in England

7. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors in their discretion may see fit. Commencement of business

8. The initial capital of the Company is £99,000, divided into 30,000 preference shares of £1 each and 69,000 ordinary shares of £1 each. The holders of the said preference shares will be entitled to a fixed cumulative preferential dividend at the rate of 10% per cent. per annum on the capital for the time being paid up or credited as paid up thereon payable in priority to any dividend on any other class of shares, and in a winding up to repayment of capital, together with all arrears or accruals of the said preferential dividend down to the date of such repayment, whether declared or not, and whether or not there shall have been profits available for the payment thereof before any return of capital is made to the holders of any other shares for the time being forming part of the capital of the Company, but to no further right of participation either in profits or assets. Subject as aforesaid and otherwise to the provisions of these Articles, the shares shall be under the control of the Directors, who may allot, issue or otherwise dispose of the same (subject always to Articles 5 and 55 hereof) to such persons at such times and on such terms and conditions as the Directors think proper.

Commission on  
subscription of  
shares.

9. The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company: Provided that such commission shall not exceed 10% per cent. of the nominal amount of such shares or an amount equivalent to such percentage; and the requirements of Sections 26, 89 and 90 of the Companies (Consolidation) Act 1906 shall be observed.

Interest on shares  
issued during  
construction.

10. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 91 of the Companies (Consolidation) Act 1906, and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

Receipts of joint  
holders of shares.

11. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

Receipts of  
trustees.

12. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of



any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by statute required or pursuant to any order of Court.

13. Every member shall be entitled, without payment, to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one certificate under the seal for all the shares registered in his name, specifying the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon: Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

Registered member  
entitled to share  
certificate

14. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding one shilling as the Directors may from time to time require.

New certificate  
may be issued

#### LIEN.

15. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

Company to have  
lien on shares and  
dividends

16. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons

Lien may be  
enforced by sale  
of shares

(if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

Application of  
proceeds of sale

17. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares so sold.

Directors may  
enter purchaser's  
name in share  
register

18. Upon any such sale as aforesaid, the Directors may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Member not  
entitled to  
privileges of  
membership until  
all calls paid

19. No member shall be entitled to receive any dividend or to exercise any privileges as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

#### CALLS ON SHARES.

Directors may  
make calls

Fourteen days'  
notice to be given

20. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call, and each member shall be liable to pay the amount of every call so made upon him to the persons, by the instalments (if any), and at the times and places appointed by the Directors.

When call deemed  
made

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

Liability of joint  
holders

22. The joint holders of a share shall be jointly and severally liable to the payment of all calls and instalments in respect thereof.

Interest on unpaid  
call

23. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding 10 per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

Sums payable on  
allotment deemed  
a call

24. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on

account of the amount of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

25. The Directors may, from time to time, 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. Differences in calls

26. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed upon between them and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. Calls may be paid in advance

#### TRANSFER OF SHARES.

27. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. Shares to be transferable

28. Any share may be transferred at any time by a member to his father or mother, or to any lineal descendant of such father or mother, or to his or her wife or husband; and any share of a deceased member may be transferred by his executors or administrators to the widow or widower of any such relative as aforesaid of such deceased member, being a *cestui que* trust or specific legatee thereof, and shares standing in the names of any deceased member may be transferred to or placed in the name of the executors or trustees of his will, and upon any change of trustees may be transferred to the trustees for the time being of such will. A share may at any time be transferred to any member of the Company. Transfer of shares to members of family

29. No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind. Persons under disability

Shares to be offered  
to members

30. Save as hereby otherwise provided, no share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

Notice of desire  
to sell

31. In order to ascertain whether any member is willing to purchase a share at the fair value, the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring member desires to sell, and shall constitute the Company the agent of the retiring member for the sale of such shares to any member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

Company to find  
purchaser

32. If the Company shall within fifty-six days after service of a sale notice find a member willing to purchase any share comprised therein (hereinafter described as a "purchasing member") and shall give notice thereof to the retiring member, the retiring member shall be bound, upon payment of the fair value, to transfer the share to such purchasing member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice. The Directors may, with a view to finding a purchasing member, offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer, if not accepted, will be deemed to be declined; and the Directors shall make such arrangements as regards the finding of a purchasing member for any shares not accepted by a member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

Sale price to be  
fixed by Company

33. At the Ordinary General Meeting in each year the Company shall by resolution fix the price at which the shares of each class for the time being forming part of the capital of the Company may be purchased in pursuance of a sale notice. In fixing such price regard shall be had to the dividends declared by the Company in the three last preceding years, or such less period as shall have elapsed since the first issue of any shares of that class, and to the reasonable future prospects of the Company. The sum fixed as aforesaid at the Ordinary General Meeting last preceding the service of a sale notice shall, for the purposes of Articles 30, 31 and 32, be deemed to be the fair value of any share comprised in such notice.

34. In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may execute a transfer in his name and may give a good receipt for the purchase price of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

Company may complete sale if retiring member make default

35. If the Directors shall not, within the space of fifty-six days after service of a sale notice, find a purchasing member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring member shall, at any time within six months thereafter, be at liberty, subject to Article 38 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price.

If Company does not find purchaser member may sell as he pleases within six months

36. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Transfers to be executed by both parties

37. The Company shall provide a book to be called the "Register of Transfers," which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

Company to provide and Secretary to keep register

38. The Directors may, in their discretion, and without assigning any reason, refuse to register a transfer of any share to any person whom it shall, in their opinion, be undesirable in the interests of the Company to admit to membership, but such right of refusal shall not be exercisable in the case of any transfer made pursuant to Article 28, except for the purpose of ensuring that the number of members does not exceed the limit prescribed by Article 5. The Directors may refuse to register any transfer of shares on which the Company has a lien.

Directors may refuse to register in certain cases

Transfer fee

39. Such fee, not exceeding two shillings and sixpence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

Register of transfers may be closed

40. The register of transfers may be closed during the fourteen days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

### TRANSMISSION OF SHARES.

On death of member, survivor or executor only recognised

41. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

Persons becoming entitled on death or bankruptcy of member may be registered

42. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

Person entitled may receive dividends without being registered as member, but may not vote

43. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member, unless and until he shall become a member in respect of the share.

### FORFEITURE OF SHARES.

Directors may require payment of call with interest and expenses

44. If any member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding 10 per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

45. The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

Notice requiring payment to contain certain particulars

46. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

On non-compliance with notice shares forfeited on resolution of Directors

47. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Notice of forfeiture to be given and entered in register of members

48. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

Directors may allow forfeited share to be redeemed

49. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or sold or re-allotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit.

Shares forfeited belong to Company

50. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any)

Former holders of forfeited shares liable for call made before forfeiture

the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

Consequences of  
forfeiture

51. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the statutes given or imposed in the case of past members.

Title to forfeited  
share

52. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### ALTERATIONS OF CAPITAL.

Company may alter  
its capital in  
certain ways

53. The Company may so far alter the conditions of its Memorandum of Association as by Ordinary Resolution—

- (A) To consolidate and divide its share capital into shares of larger amount than its existing shares, or
- (B) To cancel any shares not taken or agreed to be taken by any person ;

and by Special Resolution—

- (C) To divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association, by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the statutes, and so that as between



the resulting shares, one or more of such shares may by the resolution by which such sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others, or any other of such shares, or

- (D) To reduce its capital in any manner authorised and subject to any conditions prescribed by the statutes.

#### INCREASE OF CAPITAL.

54. The Company in General Meeting may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any), or to be subject to such conditions or restrictions (if any), in regard to dividend, return of capital, voting or otherwise, as the General Meeting resolving upon such increase directs.

Company may increase its capital

55. Unless otherwise determined by the Company in General Meeting, any original shares for the time being unissued, and any new shares from time to time to be created, shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice, specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot, in the opinion of the Directors, be conveniently offered in manner hereinbefore provided.

Unissued and new shares to be first offered to members unless otherwise determined

56. Except so far as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of the original ordinary share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

New shares to be ordinary capital unless otherwise provided

## MODIFICATION OF CLASS RIGHTS.

Rights of  
shareholders may  
be altered

57. All or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him.

## GENERAL MEETINGS.

Statutory  
Meeting

58. The Statutory General Meeting shall be held at such time within not less than one month nor more than three months from the incorporation of the Company, and at such place as the Directors may determine. The provisions of Section 65 of the Companies (Consolidation) Act 1908 in relation to such meeting (so far as they affect the Company) shall be observed by the Directors.

Subsequent General  
Meetings

59. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors, but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.

Ordinary and  
Extraordinary  
Meetings

60. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.

Directors may call  
Extraordinary  
Meeting

61. The Directors may call an Extraordinary Meeting whenever they think fit.

Members may  
requisition  
Directors to call  
Extraordinary  
Meeting

62. The Directors shall call an Extraordinary Meeting whenever a requisition in writing, signed by members of the Company holding in the aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office. Such a requisition may consist of several documents in like form, each signed by one or more requisitionists.

63. If the Directors do not proceed to convene a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.

If Directors neglect to call meeting requisitionists may call it

64. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution and, if thought fit, of confirming it as a Special Resolution and if the Directors do not convene such further meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting. All meetings convened by requisitionists under this or the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

Directors must convene confirmatory meeting or requisitionists may call it in case of neglect

65. Seven days' notice at the least, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such members as are under the provisions of these Articles entitled to receive notices from the Company: Provided that the accidental omission to give such notice to, or the non-receipt of such notice by, any such member shall not invalidate any resolution passed or proceeding had at any such meeting, and, with the consent of all the members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice and in such manner as such members may approve. Whenever a Special Resolution is proposed to be submitted, the two meetings may be convened by a single notice, and the second meeting may be thereby convened conditionally on the resolution being passed by the requisite majority at the first meeting.

Notice of meeting

#### PROCEEDINGS AT GENERAL MEETINGS.

66. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheets and the ordinary reports of the Directors and Auditors, and the fixing of the remuneration of the Auditors.

Special business

67. Any member entitled to be present and vote at a meeting may submit to any General Meeting any resolution which is relevant to the objects for which the meeting is convened, provided

Members may submit resolution to meeting on giving notice to Company

that within the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution, and stating his intention to submit the same. The prescribed time above mentioned shall be such that, between the date on which the notice is served or deemed to be served, and the day appointed for the meeting, there shall not be less than four nor more than fourteen intervening days.

Secretary to give  
notice to members

68. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting, and shall in any other case issue as quickly as possible to the members entitled to notice of the meeting, notice that such resolution will be proposed.

No business to be  
transacted unless  
quorum present

How quorum to be  
ascertained

69. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be members personally present, not being less than two, and holding or representing by proxy not less than one twentieth part of the issued share capital of the Company.

If quorum not  
present meeting  
adjourned or  
dissolved

70. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

Chairman of Board  
to preside at all  
meetings

71. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.

Notice of  
adjournment to  
be given

72. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of

an adjournment or of the business to be transacted at an adjourned meeting. Except as provided by the statutes in the case of the Statutory Meeting, no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

73. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman (being a person entitled to vote) or by at least two persons present and entitled to vote, or by the holder or holders in person or by proxy of at least one twentieth part of the issued share capital of the Company, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

How resolution decided

74. If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Poll to be taken as Chairman shall direct

75. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

No poll in certain cases

76. In the case of an equality of votes, either on a show of hands or at the poll, the Chairman of the meeting shall be entitled to a further or casting vote.

Chairman to have casting vote

77. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.

Business to be continued if poll demanded

#### VOTES OF MEMBERS.

78. Subject and without prejudice to any special privileges or restrictions for the time being attached to any special class of shares for the time being forming part of the capital of the Company, every member shall have one vote on a show of hands, and in case of a poll shall have one vote for every share of which he is the holder. If and so long as the Company shall not have failed to pay in full the dividends accrued due upon the preference shares six months prior to the date of a meeting of the Company, the holders of the preference shares shall not be entitled to receive any notice

Members to have one vote or one vote for every share, but holders of preference shares only in certain cases

of or to attend or vote at such meeting, either in person or by proxy, unless such meeting be convened for the purpose of altering the regulations of the Company in any manner directly affecting the rights or privileges of the preference shareholders as a separate class, or of winding up or of sanctioning a sale of the undertaking of the Company or reducing the capital of the Company, nor to convene or requisition the convening of a meeting. For the purposes of this provision the dividends on the preference shares shall be deemed to accrue due on the 29th day of September and the 25th day of March in every year.

Votes of lunatic member

79. If any member be a lunatic, idiot or *non compos mentis*, he may vote by his committee, receiver, *curator bonis* or other legal curator, and such last-mentioned persons may give their votes either personally or by proxy.

Votes of joint holders of shares

80. If two or more persons are jointly entitled to a share, then in voting upon any question the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

Only members not indebted to Company in respect of shares entitled to vote

81. Save as herein expressly provided, no person other than a member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another member, or to be reckoned in a quorum, at any General Meeting.

How votes may be given and who can act as proxy

82. Votes may be given either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. No person shall act as a proxy, except for a corporation, who is not entitled to be present and vote in his own right.

Instrument appointing proxy to be in writing

83. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or concur in demanding a poll on behalf of the appointor.

Instrument appointing a proxy to be left at Company's office

84. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting

or adjourned meeting at which the person named in such instrument proposes to vote ; otherwise the person so named shall not be entitled to vote in respect thereof.

85. Any instrument appointing a proxy shall be in the <sup>Form of proxy</sup> following form or as near thereto as circumstances will admit—

" TUCKETTS LIMITED.

" I, ,  
 " of ,  
 " a member of TUCKETTS LIMITED, and entitled to  
 " votes, hereby appoint  
 "  
 " of ,  
 " another member of the Company, and failing him,  
 "  
 " of ,  
 " another member of the Company to vote for me  
 " and on my behalf at the [Statutory, Ordinary,  
 " Extraordinary or Adjourned, as the case may be]  
 " General Meeting of the Company, to be held on the  
 " day of 19 , and at every  
 " adjournment thereof.

" As witness my hand this day of 19 ."

#### DIRECTORS.

86. Until otherwise determined by a General Meeting, the <sup>Appointment and number of Directors</sup> number of Directors shall be not less than two nor more than seven. The first Directors shall be the said Reginald Lang, William Lockwood Lang, John Grason Lang, and William Selleck, of No. 12 St. Dunstan's Terrace, Plymouth, Works Manager, and Charles Henry Cheeseworth, of No. 7 Peverell Park Road, Plymouth, Assistant Works Manager. The said Reginald Lang, William Lockwood Lang and John Grason Lang, and each of them, shall, subject to Article 91, be entitled to hold office so long as he lives and is the registered holder of not less than 1,000 ordinary shares in the Company, and shall be called a " permanent Director." Every Director may act before acquiring his qualification, but shall acquire the same within two months after the registration of the Company.

87. The Directors shall have power from time to time and at any time to appoint additional Directors, provided that the total number of Directors shall not exceed the prescribed maximum. Any Director so appointed shall retire from office at the next Ordinary Meeting, but shall be eligible for re-election. <sup>Power to add to Directors</sup>

88. The qualification of a Director, not being a permanent <sup>Director's qualification</sup> Director (hereinafter called an " ordinary Director ") shall be the

holding in his own right alone, and not jointly with any other person, of one share in the Company, whether preference or ordinary, and this qualification shall be acquired within two months after appointment.

Permanent  
Director when to  
become ordinary  
Director

89. Any permanent Director who ceases to be such through ceasing to hold the prescribed number of shares shall, if qualified as an ordinary Director, thereupon become and be an ordinary Director.

Directors'  
remuneration

90. The remuneration of the Directors shall be decided by the Company in General Meeting. If by arrangement with the other Directors any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.

Office of Director  
vacated in certain  
cases

91. Subject as herein otherwise provided, or to the terms of any subsisting agreement, the office of a Director shall be vacated—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (B) If he be found lunatic or become of unsound mind.
- (C) If he ceases to be a Director under the provisions of the statutes as to the acquiring and holding by Directors of their qualifications.
- (D) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated his office.
- (E) If by notice in writing given to the Company he resigns his office.

A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and on such terms as to remuneration and otherwise as the Directors shall arrange.

#### MANAGING DIRECTORS.

Directors may  
appoint Managing  
Directors

92. The Directors may from time to time appoint any one or more of their body to be 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.

93. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director he shall *ipso facto* and immediately cease to be a Managing Director.

Special position of  
Managing Director

#### POWERS AND DUTIES OF DIRECTORS.

94. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Business of  
Company to be  
managed by  
Directors

95. The amount for the time being remaining undischarged of moneys borrowed or raised by the Directors for the purposes of the Company (otherwise than by the issue of share capital) shall not at any time exceed the nominal amount of the issued share capital for the time being of the Company without the sanction of the Company in General Meeting; but no lender shall be bound to see that this limit is observed: Provided that the Directors shall not raise or borrow any moneys (except banker's loans or overdrafts in the ordinary course for meeting the requirements of the business of the Company or the whole or any part of the purchase price of any specific freehold or leasehold property other than property comprised in the assets to be acquired by the Company pursuant to the agreement mentioned in Article 4 on the acquisition thereof) without the consent of an Extraordinary Resolution passed at a separate meeting of the holders of the preference shares for the time being in the capital of the Company.

Limit to  
Directors' borrowing  
powers

Continuing  
Directors may act  
to fill vacancies or  
summon meetings

96. The continuing Directors may act at any time notwithstanding any vacancy in their body: Provided always that in case the Directors shall at any time be reduced in number to one, it shall be lawful for him to act as Director for the purpose of filling up vacancies in the Directorate, or of summoning a General Meeting of the Company, but not for any other purpose.

All moneys to be  
paid into banking  
account

Cheques to be  
signed by one  
Director and  
Secretary

Directors to appoint  
bankers

97. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, until otherwise from time to time resolved upon by the Directors, shall be signed by at least one Director and countersigned by the Secretary. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

Directors to comply  
with the statutes

98. The Directors shall duly comply with the provisions of the statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the register of members, keeping a register of Directors and sending a copy thereof or a notification of any changes therein to the Registrar of Companies, and sending to such Registrar an annual list of members and summary, together with the certificates required by Section 1, Sub-section (3), of the Companies Act 1913, the particulars required by the Companies (Particulars as to Directors) Act 1917, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of Special and Extraordinary Resolutions and other particulars connected with the above.

Director may  
contract with  
Company

99. A Director may contract with and be interested in any contract or arrangement made with the Company, and shall not be liable to account for any profit made by him by reason of any such contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at the first Board Meeting after such interest is acquired. Except as regards the agreement mentioned in Article 4 hereof or any matter arising thereout, no Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, but this prohibition shall not apply to any contract or arrangement for giving to a Director security for any advance made or guarantee given by him to or for the benefit of the Company, or to any allotment or proposed allotment of shares or debentures to a Director, and it may at any time be suspended or relaxed by the Company in General Meeting.

## ROTATION OF DIRECTORS.

100. Subject to the provisions of these Articles, one of the ordinary Directors for the time being (if any) shall retire from office at the Ordinary General Meeting in 1930 and in every subsequent year.

One ordinary  
Director to retire  
at Ordinary  
Meeting

101. The Director to retire shall be the Director who has been longest in office since his last election. As between Directors of equal seniority, the Director to retire shall, in the absence of agreement, be selected from among them by lot. A retiring Director shall be eligible for re-election, and shall act as a Director throughout the meeting at which he retires.

Senior Director to  
retire.

Retiring Director  
re-eligible

102. Subject as hereinafter provided, the Company shall, at the meeting at which any Director shall retire in manner aforesaid, fill up the vacated office by electing a person thereto, and may, without notice in that behalf, fill up any other vacancies.

Office to be filled at  
meeting at which  
Director retires

103. No person, not being a Director retiring at the meeting, shall, unless recommended by the Directors for election, be eligible for the office of Director at any General Meeting, unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that between the date when the notice is served or deemed to be served and the day appointed for the meeting, there shall be not less than seven nor more than fourteen intervening days.

Members eligible  
for office of Director  
if prescribed notice  
and consent lodged  
at office

104. Subject as herein provided, if at any meeting at which an election of a Director ought to take place, the place of the retiring Director is not filled up, the retiring Director shall, if willing to act, be deemed to have been re-elected.

If place not filled  
up retiring  
Director deemed  
re-elected

105. The Company may from time to time in General Meeting increase or reduce the number of Directors, and determine in what rotation such increased or reduced number shall go out of office, and may make any appointments necessary for effecting any such increase as aforesaid.

Number of Directors  
may be increased  
or reduced

106. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

Casual vacancy in  
Board to be filled  
by Directors

Ordinary  
Director may be  
removed by  
Extraordinary  
Resolution

107. The Company may by Extraordinary Resolution remove any ordinary Director before the expiration of his period of office, and may, if thought fit, by Ordinary Resolution appoint another ordinary Director in his stead; but any person so appointed shall retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

### PROCEEDINGS OF DIRECTORS.

Meetings of  
Directors

Quorum

Casting vote of  
Chairman

Director may call  
meeting of Board

Chairman of  
Directors

108. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

109. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors.

110. The Directors may from time to time elect a Chairman, who shall preside at meetings of the Directors, and determine the period for which he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Power for Directors  
to appoint  
committees

111. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

Chairman of  
committees

112. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

Meetings of  
committees

113. A committee may meet and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.

All acts done by  
Directors to be  
valid

114. All acts bona fide done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that

there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

115. The Directors shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers, and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and all business transacted at such meetings; and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

Minutes to be made and when signed by Chairman to be conclusive evidence

116. A resolution in writing signed by all the permanent Directors for the time being, or by the only permanent Director if there shall be only one such, shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

Resolution signed by permanent Directors to be valid

#### THE SEAL.

117. The seal 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 one Director and of the Secretary, and such Director and the Secretary shall sign every instrument to which the seal shall be affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. The Company may exercise the powers of Section 79 of the Companies (Consolidation) Act 1908, and such powers are accordingly hereby vested in the Directors.

Seal to be affixed by authority of resolution of Board and in the presence of one Director and Secretary

Foreign seal

#### SECRETARY.

118. Harold Richard Down, of Bishops Place, Millbay, Plymouth, shall be the first Secretary of the Company. The Directors may from time to time, by resolution, appoint a temporary substitute for the Secretary, who shall be deemed to be the Secretary during the term of his appointment.

Secretary

#### DIVIDENDS AND RESERVE FUND.

119. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of

Application of profits

dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively, otherwise than in advance of calls.

Declaration of dividends

120. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company. The Directors may, if they think fit, from time to time declare and pay to the members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors and the declaration of the Directors as to the amount of the net profits shall be conclusive.

Directors may form reserve fund and invest

121. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds, which shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for repairing or maintaining any works connected with the business of the Company, or shall, with the sanction of the Company in General Meeting be, as to the whole or in part, applicable for equalising dividends, or for distribution by way of special dividend or bonus, or may be applied for such other purposes for which the profits of the Company may lawfully be applied as the Directors may think expedient in the interests of the Company, and pending such application the Directors may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

Dividend warrants to be sent to members by post

122. Every dividend warrant may be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the register of members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

Unpaid dividends not to bear interest

#### CAPITALISATION OF RESERVES, ETC.

123. The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (A) for the time being standing to the credit of any reserve

fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company on behalf of the ordinary shareholders aforesaid, and appropriate such shares and distribute the same credited as fully paid up amongst such shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such shareholders, or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of the shares to be distributed as aforesaid shall be filed in accordance with Section 88 of the Companies (Consolidation) Act 1908, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

#### ACCOUNTS.

124. The Directors shall cause true accounts to be kept—

Accounts to be kept

- (A) Of the assets and liabilities of the Company, and
- (B) Of all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the permanent Directors shall think fit, and shall always be open to the inspection of the permanent Directors.

Books to be kept at registered office

Accounts and books  
may be inspected by  
members

125. The permanent Directors shall from time to time determine whether, in any particular case or class of cases, or generally, and to what extent, and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a permanent Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the permanent Directors, or by a resolution of the Company in General Meeting.

Profit and loss  
account to be  
made up and laid  
before Company

Balance sheet to  
be made out  
yearly

126. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company, made up to a date not more than three months before such meeting. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than three months before such meeting. The balance sheet shall have attached thereto the Auditors' report and shall be accompanied by a report of the permanent Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to any reserve fund. The Auditors' report shall be read before the Company in General Meeting as required by Section 113 of the Companies (Consolidation) Act 1908.

#### AUDIT.

Accounts to be  
audited

127. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 112 and 113 of the Companies (Consolidation) Act 1908 in regard to audit and Auditors shall be observed.

#### NOTICES.

Service of notices  
by Company

128. A notice or any other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members.

How joint holders  
of shares may be  
served

129. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register of members, and any notice so given shall be sufficient notice to the holders of such share.



130. Any member described in the register of members by an address not within Great Britain, who shall from time to time give the Company an address within Great Britain at which notices may be served upon him, shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles, but, save as aforesaid, no member other than a member described in the register of members by an address within Great Britain shall be entitled to receive any notice from the Company.

Members abroad not entitled to notices unless they give address

131. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt member, at the address (if any) in Great Britain supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

Notices in case of death or bankruptcy

132. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter.

When service effected

133. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

How time to be counted

#### INDEMNITY.

134. The Directors, Auditors, Secretary and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own dishonesty or wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee, or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects

Directors and other officers to be indemnified against all damages except such as they may incur by wilful neglect and default

belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust unless the same shall happen through the dishonesty or wilful neglect or default of such officer or trustee.

#### WINDING UP.

Distribution of  
assets in specie

135. If the Company shall be wound up, the Liquidators may, with the sanction of an Extraordinary Resolution, divide among the members in specie any part of the assets of the Company, and any such division may be otherwise than in accordance with the existing rights of the members, but so that if any division is resolved on otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 192 of the Companies (Consolidation) Act 1908. A Special Resolution sanctioning a sale to another company duly passed pursuant to the said section may in like manner determine that any shares or other consideration receivable by the Liquidators be distributed amongst the members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the members, subject to the right of dissent and consequential rights conferred by the said section.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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William Lockwood Corp  
 'Moon Quay' Saltash Cornwall  
 (Manufacturing Confectioners)

John Green Lang  
 Windy Bush, Saltash, Cornwall.  
 Manufacturing Confectioners.

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Dated this 9<sup>th</sup> day of May 1929.

Witness to the above Signatures—

*Thomas*  
*Thomas Green,*  
*Representative*  
*Witness*

No. 239893



# Certificate of Incorporation

I Hereby Certify,

TUCKETTS LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this twenty-eighth day of May One Thousand Nine Hundred and twenty-nine.

Registrar of Joint Stock Companies.

*W. J. L. L. L.*

Certificate  
received by

*22, Chancery Lane, W.C.2. Date 28/5/29*