

Number of
Company }

245345

[Form No. 41.]

"THE COMPANIES ACT, 1929."

Declaration of Compliance



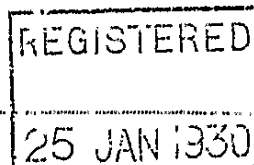
A
Companies
Registration
Fee Stamp
of 5s.
must be
impressed
here.

WITH THE

**REQUIREMENTS OF THE COMPANIES
ACT, 1929,**

Made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,
on behalf of a Company proposed to be Registered as

THE RYVITA COMPANY



LIMITED.

(See Page 2 of this Form.)

OL 9104 413

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0484 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

resented by

Messrs Hott & Parkes

24 Theobalds Road, W.C. 1.

J

JAMES WILLIAM PARKES

of 24 Theobalds Road in the County of London

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

*Here insert—
"A Solicitor
of the Su-
preme Court
or in Scotland
"an Enrolled
Law Agent")
engaged in
the formation
of" or "A
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

Do solemnly and sincerely Declare that I am* a Solicitor of the
Supreme Court engaged in the formation of the Ryvita
Company

LIMITED,

and That all the requirements of The Companies Act, 1929, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true, and by virtue of the provisions
of The Statutory Declarations Act, 1835.

Declared at No. 26 Theobalds Road
in the County of London.

the 16th day of January

One thousand nine hundred and thirty

before me,

C. F. Richardson

A Commissioner for Oaths.†

James William Parkes

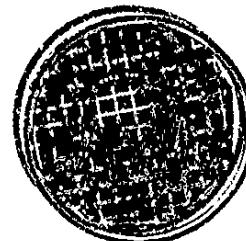
Number of
Certificate }

245215/2

[Form No. 25.

THE STAMP ACT, 1891; THE FINANCE ACT, 1899;
and THE FINANCE ACT, 1920.

COMPANY LIMITED BY SHARES.

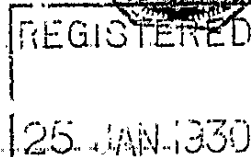


Duty at the
rate of £1
for every
£100 must
be impressed
here.

Statement of the Nominal Capital
OF



THE RYVITA COMPANY



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.

(See Page 2 of this Form.)

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

CL. 9009

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0434 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

entered by

Messrs Mott & Parkes

24 Theobalds Road, W.C. 1.

THE NOMINAL CAPITAL

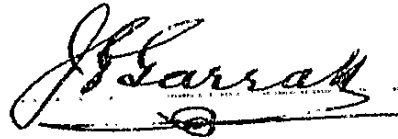
OF

THE RYVITA COMPANY

LIMITED,

is Ten thousand Pounds,
divided into Ten thousand Shares
of One pound each.

Signature



Description Governing Director.

Dated the 15th day

of January 19 30.

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

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

245345



REGISTERED

"The Companies Act, 1929"

25 JAN 1930



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

THE PYVITA COMPANY, LIMITED.



1. The Name of the Company is "THE RYVITA COMPANY, LIMITED."

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

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

(A) To acquire and take over as a going concern and carry on the business of an Importer, Manufacturer, and Dealer in Foodstuffs now carried on by JOHN EDWIN GARRATT at 96, Southwark Street, in the County of London, under the style or firm of "THE RYVITA COMPANY," together with all or any of the real and personal property and assets of the proprietor of that business used in connection therewith or belonging thereto and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said JOHN EDWIN GARRATT of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by JAMES WILLIAM PARKES.

*Just. J.S.
P.C.G.*

including Parkes who is the Registrar and Clerk "Ryvita"

(B) To carry on, either as principals or agents and either in connection with the business aforesaid or as

distinct and separate businesses, the business or businesses of Manufacturing and Wholesale Bakers, Grocers, Chemists and Druggists, Manufacturers and Importers of and Dealers in Proprietary Articles of all kinds, and of and in Foodstuffs, Pharmaceutical, Medicinal, Chemical, Toilet, Industrial, and other Preparations, Compounds, and Articles.

- (c) To buy, sell, manufacture, refine, manipulate, import, export, and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses or commonly supplied or dealt in by the persons engaged therein, or which may seem capable of being profitably dealt with in connection with any such businesses.
- (d) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (e) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (f) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.

- (G) To apply for, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, registered designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (H) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- (I) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (J) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.

- (K) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers and other ~~shaving~~ dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.

*✓ J.H.
D.C.G.*

- (L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (M) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.

- (K) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.

Handwritten:
J. H. G.
J. H. G.

- (L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (M) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.

- (P) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (Q) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (R) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures Debenture Stock, or securities of this Company.
- (S) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employés, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (T) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of

for
J.H.
D.C.S.

the shares or securities of any such company as aforesaid.

- (u) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (v) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (w) To procure the Company to be registered or recognised in any Dominion, Mandated Territory, or Dependency and in any Foreign Country or Place.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Ten Thousand Pounds, divided into Ten Thousand Shares of One Pound each.

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75

Wit

We the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber.
<i>John Edwin Garratt</i> <i>Melwerley, St George's Hill</i> <i>Weybridge</i> <i>Surfey</i> <i>Merchant & Manufacturer</i>	one
<i>Vertue Thomas Campbell Garratt</i> <i>75, Old Lodge Lane,</i> <i>Putney,</i> <i>Surrey.</i> <i>Business Manager</i>	One

Dated the 15th day of January, 1930.

Witness to the above Signatures—

J. W. P. Jones
 24 Theobalds Road
 London W.C.
 Solicitor



245345 / 4

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.



Articles of Association

OF

REGISTERED

25 JAN 1930

THE RYVITA COMPANY, LIMITED.

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 35, 64, 66, 69, 72, 78, 79, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said Agreement by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendor without any independent valuation having been made, or of the Board of Directors not being in the circumstances an

independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

(A) The Company shall not offer any of its Shares or Debentures to the public for subscription.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

(C) The transfer of Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARE CAPITAL AND SHARES.

6. The original Share Capital of the Company is Ten Thousand Pounds, divided into Ten Thousand Shares of One Pound each.

7. Subject to the provisions of the Agreement referred to in Article 2 hereof, the Shares (including all new Shares) shall be

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

8. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed, and an entry of a Minute to that effect in the Book of Proceedings of the Directors shall be sufficient evidence of a Call having been made. The words "Provided that" to and including the words "from the last Call" shall be deemed to be omitted from Clause 11 of Table A.

9. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

10. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of several joint Holders.

11. (A) Whenever any Member or the representative of any Member proposes to transfer any Share or Shares he must give notice in writing to the Company specifying the Share or Shares he desires to transfer, and at any time within two calendar months after the receipt of such notice the Company may on his behalf agree to sell such Share or Shares, or any of them, to any person or persons at the fair value. Notice of any such agreement for sale shall be given to the owner of the Share or Shares, and he shall be bound forthwith, on payment of the fair value, to transfer the Share or Shares to the purchaser, and if he makes default the Company may authorise one of its Directors to make the transfer on behalf of the owner, and a transfer made pursuant to such authority shall be effective. The receipt of the

Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person. The Company shall hold the purchase money in trust for the proposing transferor. In case of difference between the owner and the purchaser as to the fair value the Company's Auditor or Auditors shall, on the application of either party, certify in writing the sum which in his or their opinion is the fair value, and the sum so certified shall be deemed to be the fair value, and in so certifying the Auditor or Auditors shall be considered to be acting as an expert or experts and not as an arbitrator or arbitrators; and accordingly The Arbitration Act, 1889, shall not apply. The Directors may (subject to any rules which the Company in General Meeting may from time to time make) exercise the powers of the Company under this Article, and no Director shall be precluded from purchasing Shares which the Company has power to sell under this Article. If within two calendar months after the receipt of such notice as aforesaid the Company does not effect a sale, or effects a sale of part only of the Shares specified in the notice, the Company's authority under this Article arising out of the proposed transfer shall lapse, and the proposing transferor shall be at liberty within two calendar months from the date of such lapse to carry out his proposed transfer, subject to the powers of the Directors under Clause 19 of Table A, which shall apply and be read for all purposes as if the words "not being fully paid Shares" were omitted therefrom, and with the addition immediately after the word "approve" of the words "without giving any reason for their decision." The Directors may in any case they shall think fit register a transfer of Shares notwithstanding that the restrictions in this Article have not been complied with. The Governing Director shall have the right of purchasing all Shares included in any notice to transfer under this Article.

- (B) In the event of the death, lunacy, or bankruptcy of any Member of the Company holding any Shares, or in the event of any Member of the Company who is a Director or who is employed by the Company in any capacity ceasing to be a Director or to be so employed (whether by resignation, dismissal, or otherwise), the Directors may at any time thereafter resolve that such Member do retire, and thereupon he or his personal or other representative or representatives shall, as on the date of such resolution, be deemed to have served the Company with a transfer notice in accordance with Sub-Article (A) of this Article. Notice of the passing of any such resolution shall be given to the Member affected thereby or to his personal or other representative or representatives. This Sub-Article shall not apply to a Governing Director or his personal representatives or the trustees or trustee of his Will.

BORROWING POWERS.

12. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued Capital, or by the issue, at such price as they may think fit, of Bonds or Debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

13. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

14. The latter part of Clause 41 of Table A commencing with the words "If at any time" shall not apply.

15. The quorum for a General Meeting shall be one or more Members present personally or by proxy and holding or representing by proxy not less than one half part of the issued Capital of the Company; and Clauses 45 and 46 of Table A shall be read as varied accordingly. In Clause 46 the words "it shall be adjourned *sine die*" shall be substituted for the words "the Members present shall be a quorum." If only one Member be present a Minute signed by him or his proxy in his name shall (if he holds the aforesaid qualification) have all the force and effect of and shall be deemed for all purposes a resolution of the Meeting.

16. The Governing Director (if any) shall preside as Chairman at every General Meeting of the Company, or if he is present not personally but by proxy, his proxy may nominate a Chairman and may nominate himself, although not a Member of the Company; and Clauses 47 and 48 of Table A shall be read subject to the provisions of this Article.

VOTES OF MEMBERS.

17. The Chairman of a General Meeting may demand a poll. The words "Thirty per cent." shall be substituted for the words "Fifteen per cent." in Clause 50 of Table A.

18. On a show of hands every Member present in person or by proxy shall have one vote; and Clause 54 of Table A shall be modified accordingly.

19. An instrument appointing a proxy may appoint several persons in the alternative, and may be "to vote at any Meeting of the Company which may be held in the year 19 . ." The

words "twenty-four" shall be substituted for the words "forty-eight" in Clause 60 of Table A.

GOVERNING DIRECTOR.

20. The following provisions shall have effect:—

- (A) JOHN EDWIN GARRATT shall be the only first Director of the Company, and shall be the Governing Director of the Company, and, subject as hereinafter provided, the Governing Director for the time being shall hold that office for life or until he ceases to hold a special qualification, and whilst he holds the said office the government and control of the Company shall be vested in him, and he shall have authority to exercise all the powers, authorities, and discretions vested in the Directors generally, and a Minute signed by him shall have all the force and effect of a resolution of Directors, and all the other Directors (if any) for the time being of the Company shall be under his control, and shall be bound to conform to his directions in regard to the Company's business.
- (B) The Governing Director for the time being may from time to time and at any time appoint any other person or persons to be a Director or Directors of the Company, and may define, limit, and restrict his or their powers, and may fix and determine his or their remuneration and duties, and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment or removal must be in writing under the hand of the Governing Director.
- (C) If the said JOHN EDWIN GARRATT shall resign the office of Governing Director whilst holding a special qualification he may appoint some other person to be the Governing Director in his place, subject as next hereinafter provided.
- (D) If the said JOHN EDWIN GARRATT shall resign office and appoint a successor as aforesaid he may, whilst

holding a special qualification, by notice in writing to the Company declare that he resumes the office of Governing Director, and he shall thereupon, to the exclusion of his appointee (if still living) again become the Governing Director, and the above provision in this Sub-Article shall apply as often as the said JOHN EDWIN GARRATT resumes office as aforesaid.

- (E) Notice of an appointment under Sub-Article (c) hereof must be served on the Company within two calendar months after the resignation of the said JOHN EDWIN GARRATT, and the notice must be accompanied by the consent in writing of the appointee to act, and the appointment shall only take effect on the service of such notice and in the event of the same being served within such period.
- (F) The following provisions as to a Governing Director shall also have effect:—
 - (i) He shall vacate the office of Governing Director if and when he ceases to hold a special qualification as hereinafter defined.
 - (ii) If he shall resign the office of Governing Director without having appointed a successor under the provisions of Sub-Article (c) of this Article he may before resigning such office nominate any other persons to be Ordinary Directors of the Company to hold office according to the provisions of Table A applicable to Ordinary Directors.
 - (iii) If he shall die whilst holding the office of Governing Director his legal personal representatives or the trustees of his Will (if and so long as they hold a special qualification) may exercise the powers vested in a Governing Director by Sub-Article (B) hereof, and may appoint all or any of themselves as Directors or Director.
 - (iv) For the purpose of this Article any person appointed a Governing Director under Sub-Article (c) aforesaid shall be deemed to hold

a special qualification if and during such time as a special qualification is registered in his name or in the name of the said JOHN EDWIN GARRATT or in the names of the legal personal representatives of the said JOHN EDWIN GARRATT or the trustees of his Will, and no person appointed a Director under Sub-Article (B) or Sub-Article (F) (iii) hereof shall require any qualification if and so long as the person or persons appointing such Director hold a special qualification.

- (v) The remuneration of a Governing Director shall be such as the Company in General Meeting shall from time to time determine.
- (vi) For the purpose of this Article a special qualification aforesaid means Shares in the Capital of the Company to the nominal value of Five Thousand Pounds.
- (vii) The Clauses in Table A as to rotation of Directors and proceedings of Directors shall, whilst there shall be a Governing Director, be subject in all respects to this Article, and shall only apply if and so far as the same are applicable.

21. If and when the said JOHN EDWIN GARRATT shall cease to hold the office of Governing Director by reason of his resignation or of his ceasing to hold a special qualification, but in the case of his resigning then only in the event of his not appointing a successor under the provisions of Sub-Article (c) of Article 20, then he shall be entitled to hold office as a Permanent Director so long as he shall live, unless he shall become disqualified from any of the causes specified in Article 26 hereof. And if the said JOHN EDWIN GARRATT dies whilst he holds the office of Permanent Director his legal personal representatives or the trustees or trustee for the time being of his Will (so long as they shall have the necessary Share qualification specified in Article 24) may appoint from time to time any person (including one of themselves) to be a Permanent Director, and may remove any person so appointed. Every such appointment or removal must be in writing under the hand of the person making the same. Any

person so appointed shall not require any qualification if and so long as the necessary Share qualification specified in Article 24 is held by the legal personal representatives of the said JOHN EDWIN GARRATT or the trustee or trustees of his Will. The remuneration of the said JOHN EDWIN GARRATT whilst he holds the office of Permanent Director and the remuneration of any person appointed to be a Permanent Director by his legal personal representatives or the trustees or trustee of his Will under the provisions of this Article shall be such as the Company in General Meeting shall from time to time determine. Clauses 73 to 77 and Clause 80 of Table A shall not apply to a Permanent Director.

DIRECTORS.

22. Subject to the powers hereinbefore conferred on the said JOHN EDWIN GARRATT and his legal personal representatives or the trustees or trustee for the time being of his Will, the Company, when there shall cease to be a Governing Director, may in General Meeting appoint any persons to be Directors of the Company, and fix the maximum and minimum number of Directors and the ~~qualification and~~ remuneration of Directors, ~~and the number to form a quorum~~, and a General Meeting shall forthwith be convened for the purpose, and such Meeting shall be convened by the said JOHN EDWIN GARRATT if living, or if he is dead or does not convene the same within seven days after he ceases to be Governing Director then the Meeting shall be convened by the Directors or Director (if any) in office, and if there are none, or if they or he do not convene the Meeting within seven days after the power so to do arises, then any Member may convene the Meeting.

23. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

24. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company

*For
J.E.G.
J.E.G.
J.E.G.
J.E.G.*

to the nominal value of not less than One Hundred Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

25. A memorandum in writing signed by the Governing Director or by all the Directors for the time being shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

26. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors;
- (B) If he become of unsound mind or be found a lunatic;
- (C) If he cease to hold the necessary Share qualification or do not obtain the same within one calendar month from the date of his appointment;
- (D) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (E) If he give the Directors one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

27. The Governing Director or any other Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to

which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

28. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

29. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

SECRETARY.

30. The first Secretary of the Company shall be GLADYS MILBRO SHORT, of 53, Felixstowe Road, Kensal Rise, London, N.W. 10. The Directors may appoint a temporary substitute for the Secretary who shall for the purpose of these presents and Table A be deemed to be the Secretary.

SEAL.

31. The Seal of the Company may be affixed to any instrument by the Governing Director or any other Director who may be authorised for that purpose by the Governing Director, and the Governing Director or such other Director shall sign every instrument to which the Seal is affixed by him, and no other signature or formality shall be necessary to any such instrument; and Clause 71 of Table A shall, whilst there is a Governing Director, be read subject to this Article.

NOTICES.

32. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

33. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Members the amounts paid up or credited as paid up on the Shares held by them respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

John Edwin Garratt
Melverley, St George's Hill
Weybridge
Surrey.
Merchant & Manufacturer

Terence Thomas Campbell Garratt,
75, Old Lodge Lane,
Purley,
Surrey.

Business Manager.

Dated the 15th day of January, 1930.

Witness to the above Signatures—

J. H. Parkes
24 Theobalds Road
London, W.C. 1
Solicitor

DUPLICATE FOR THE FILE.

No. 245345



Certificate of Incorporation

I Hereby Certify,

THE RYVITA COMPANY, LIMITED

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

Given under my hand at London this twenty-fifth day of January

Thousand Nine Hundred and thirty

[Signature]
For Registrar of Companies

Certificate
received by

William G. Marsh for Mott & Parker, 24 Theobalds Road
Date *28th January, 1930*