

"THE COMPANIES ACT, 1929."

Declaration of Compliance



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

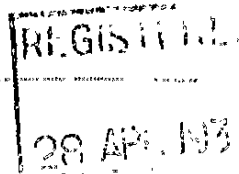
WITH THE

**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

**WINDLES (WATERFOOT)
LIMITED.**

(See Page 2 of this Form.)



72895-33

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

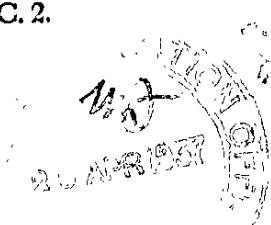
TELEPHONE: HOLBORN 0434 (3 LINES).

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.

Presented by

Harry Hoyle, Solicitor,

604 Bacon Road, Waterfoot, Rossendale, Lancs.



HARRY HOYLE

of 604 Bacup Road, Waterfoot, Rossendale, in the County
of Lancaster

*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

WINDLES (WATERFOOT)

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

*Bacup in the County of
Lancaster.*

the *seventeenth* day of *April*

One thousand nine hundred and thirty seven.

before me,

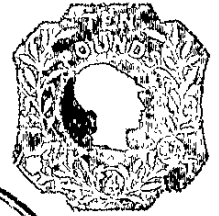
Arthur Wood

A Commissioner for Oaths. †

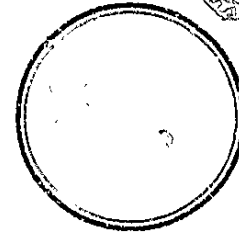
† or Notary Public or Justice of the Peace.

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

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



COMPANY LIMITED BY SHARES.



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

Statement of the Nominal Capital
OF

WINDLES (WATERFOOT)

LIMITED,

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

(See Page 2 of this Form.)

REGISTERED

28 APR 1937

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

70033-34

TELEGRAMS: "CERTIFICATE, ESTRAND, LONDON."

TELEPHONE NO.: HOLBORN 0434 (3 LINES).

JORDAN & SONS, LIMITED,

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

Presented by

Harry Hoyle, Solicitor.

604 Bacup Road, Waterfoot, Rossendale, Lancs.



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THE NOMINAL CAPITAL

OF

WINDLES (WATERFOOT) LIMITED,

is Two thousand Pounds,

divided into Two thousand Shares

of one pound each.

Signature

Donald Windle

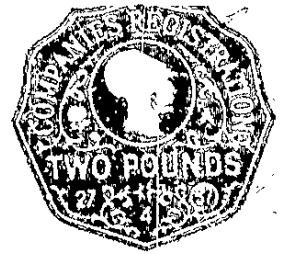
Description Secretary.

Dated the Seventeenth day

of April 19 37

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

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



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THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF

Windles (Waterfoot) Limited

REGISTERED
28 APR 1937

1.—The name of the Company is "WINDLES (Waterfoot) LIMITED."

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

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

- (a) To carry on the business or businesses one more or all of manufacturers of aerated waters, mineral waters, cordials, non-intoxicant beverages, confectioners, sweetmeat manufacturers, sugar boilers, toffee manufacturers, chocolate manufacturers, vendors agents and factors of all classes of confectionery, sweetmeat, toffee and chocolate either wholesale or retail.
- (b) To carry on in conjunction with the above or as a distinct and separate business, the business or businesses of wholesale and retail tobacconists, manufacturers, importers, factors, agents and shippers of tobacco, cigars and cigarettes, carton manufacturers, box manufacturers, wrapping manufacturers, or makers of any class of metal, card or paper container.

Chambers



(c) To conduct in connection with the above or as a distinct and separate business, the business or businesses of carriers, haulage contractors and transport agents and in that connection to deal in all classes of vehicles, equipment, petrols, oils, tyres, and motor or other accessories for horse drawn, mechanically or electrically propelled vehicles.

(d) To acquire and take over the whole or any part of the business, property and liabilities, of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.

*the
sew
B.C.*

(e) To take or otherwise acquire and hold ~~the~~ shares, stock, debentures or other interests in any other Company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(f) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(g) To apply for and take out, purchase, or otherwise acquire patents, copyrights, patent rights, inventions, licences, secret processes, registered designs, trade marks, protections, concessions or privileges, which the Company may deem useful for the Company's objects, and to grant licences and privileges to use the same.

- (h) To borrow or raise money in such manner as the Company shall think fit, and in particular to secure or guarantee the payment of money or the performance by the Company of any obligation or liability by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (i) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, debenture and other negotiable or transferable instruments.
- (j) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.
- (k) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures or debenture stock or securities of any other Company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (l) 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 employees, 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 have served the Company, or to the wives, children or other relatives of such persons ; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

- (m) To enter into and carry into effect any arrangement for joint working in business or for sharing of profits, or for amalgamation with any other company or any partnership or person carrying on business within the objects of the Company.
- (n) To distribute any of the Company's property among the members of the Company in kind.
- (o) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4.—The liability of the members is limited.

5.—The Share Capital of the Company is £2,000 divided into 2,000 shares of £1 each. The Company has power from time to time to increase its capital, and to issue any shares in the original or increased Capital as ordinary, preferred or deferred shares, and to attach to any class or classes of such shares any preferences, rights, privileges, or conditions, or to subject the same to any restrictions or limitations that may be determined before the issue of the shares affected thereby.

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>David Goodwin Windle</i> <i>Hollin House</i> <i>Acourt Bottom</i> <i>Waterfoot</i>	<i>one</i>
<i>Donald Winder</i> <i>Wholesale Confectioner</i> <i>Nordale Newchurch Rd.</i> <i>Commercial Traveller</i> <i>Newcastle</i>	<i>one</i>
<i>Benjamin Grosdale</i> <i>489 Burnley Rd.</i> <i>Waterfoot</i> <i>Rosendale</i> <i>Commercial Traveller</i>	<i>one</i>

Dated this 17th day of April, 1937.

WITNESS to the above Signatures :—

Harry H. H.
Waterfoot



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REGISTERED

23 APR 1937

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association
OF
Windles (Waterfoot) Limited

1.—The regulations contained in Table "A" in the First Schedule of "The Companies Act, 1929" (hereinafter called "Table 'A'"), shall apply to this Company save in so far as they are excluded or varied hereby, and if there shall be any inconsistency between these Articles and any Article in Table A not hereby expressly excluded the provisions of these Articles shall prevail.

2.—The regulations of Table A numbered 35, 69, 71, 72, 101 and 104 shall not apply to this Company.

3.—It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company to any amount not exceeding One shilling per share.

4.—The Company shall not offer any of its shares or Debentures to the Public for subscription.



5.—In Clause 2 of Table A, the words "extraordinary resolution" shall be substituted for the words "special resolution."

6.—The number of 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 not at any time exceed fifty.

7.—Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of Share Capital, all new Shares shall, before issue, be offered to such persons as may be selected by the Directors, and if such offer is declined the Directors may dispose of the same in such manner as they think most beneficial to the Company.

8.—No member shall be entitled to transfer any share otherwise than in accordance with the following provisions :—

- (a) A member desirous of selling all or any of his shares (hereinafter called "The Selling Member") shall give a Notice (hereinafter called "The Notice of Sale") to the Secretary of the Company containing an offer to sell the same, and stating the number of shares which he desires to sell and the price which he is willing to accept for such shares. The Secretary shall thereupon send to each of the other members of the Company a circular containing the same particulars, and naming a day (not less than seven, or more than fourteen days from the date of sending out such circular) on or before which, offers to purchase same will be received. If on or before the day so named offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the Company by the Secretary, he shall, as agent for the selling member and the proposing purchaser or purchasers, declare a contract of sale to be concluded, and shall give notice thereof to the

W. S. W. B. L.
 selling member and the purchaser or purchasers and so that if the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale, the Shares offered for sale shall be divided among the proposing purchasers in the proportions as nearly as possible in which they already hold shares in the Company, provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and that any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the members declared to be the Purchasers of Shares, shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price.

- (b) If within twenty-one days after the service of the Notice of Sale on the Secretary, the selling member shall not receive notice that his offer to sell is accepted on behalf of some member or members of the Company, he may, within three calendar months from the date of serving the Notice of Sale sell or dispose of the Shares referred to in such Notice of Sale, or so many of them as shall not have been agreed to be purchased by a member or members of the Company, to any other person subject as hereinafter mentioned, provided that such sale or disposal be at a price not less than that named in the Notice of Sale.
- (c) A Notice of Sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of twenty-one days from the time of service thereof on the Secretary.
- (d) If any person shall become entitled to any share by reason of the bankruptcy or insolvency of any member,

he shall be bound forthwith to offer the same for sale to the members of the Company at a fair price, such fair price to be determined by the Directors, and so soon as the said fair price shall have been determined the said person shall give to the Secretary a Notice of Sale in the manner hereinbefore mentioned, containing as the price which he is willing to accept, the said fair price and the same results shall follow as in the case of a Notice of Sale voluntarily given. If the said person shall fail to give such Notice of Sale the Directors may, as his Agents, give the same.

- (e) Any member may transfer or by Will bequeath, or the executors or administrators of any deceased member on a division or a distribution of his estate, or in pursuance of a bequest may transfer any share held by him to a member or members of the family of such member as hereinafter defined. For the purposes hereof "a Member of the Family" of any member shall include a husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, or other direct issue of such member, or a father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, nephew or niece of such member, but no other person.
- (f) Where any shares are held upon the trusts of any deed or Will, a transfer thereof may be made upon any change or new appointment of Trustees, but the Directors may require evidence to satisfy themselves of the facts in relation of such transfer.
- (g) The Directors may refuse to register any transfer of a Share: (a) where the Company has a lien on the share; or (b) where the Directors are not of opinion that it is desirable to admit the proposed transferee to membership. But sub-clause (b) of this clause shall not apply to a transfer to a member, pursuant to clause (a) or to clause (d) of this article or to a transfer pursuant to clause (e) or to clause (f) of this article.

9.—The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors, and those two Directors shall sign every instrument to which the Seal of the Company is so affixed in their presence.

10.—No person engaged or interested in any business or businesses, either carried on in competition with any business for the time being carried on or intended to be carried on by the Company, or likely in the opinion of the Directors to compete with or injure any business of the Company, shall be entitled to be registered as a member of the Company, and any such person being a member shall be bound at the request of the Directors, to tender any Share held by him for sale as provided by Article 8 Clause (d) as though he had become entitled thereto by reason of the bankruptcy, or insolvency of a member. The decision of the Directors upon any question arising under this Article shall be binding and conclusive upon all parties.

11.—The number of Directors shall not be less than two nor more than six.

12.—The office of Director shall be vacated if the Director :—

- (a) Ceases to be a Director by virtue of Section 141 of the Companies Act, 1929 ; or
- (b) Becomes bankrupt or compounds or makes a private arrangement with his creditors ;
- (c) Is found lunatic or becomes of unsound mind ;
- (d) Without leave of absence from the other Directors either absents himself from the meetings of the Directors for a period of three months, or fails to attend at least one-half of the meetings of Directors held in each year ;
- (e) Gives the Company notice in writing that he resigns his office ;

- (f) Is concerned or participates in the profits of any contract with the Company other than a Contract of service with the Company. Provided however, that no Director shall vacate his office by reason of his being a member of any Company which has entered into contracts with or done any work for the Company of which he is a Director, but a Director shall not vote in respect of any such contract or work, and if he does so vote his vote shall not be counted.

13.—Every Statement of Account, Balance Sheet, or Report presented to the members of the Company at any meeting shall, at the Registered Office of the Company, be open to the inspection of any member, but no member shall be entitled to receive or make any copy thereof or extracts therefrom.

14.—No member shall be entitled to require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company beyond such information as to the Accounts and business of the Company, as is by or under the Company's Articles or by Statute directed to be laid before the Company in General Meeting, and no member shall be entitled to inspection of any of the books, papers, correspondence or documents of the Company, except so far as such inspection is expressly required by Statute, or by or under these Articles.

15.—As regards those members who have no registered place of address in the United Kingdom, and have not supplied to the Company an address within the United Kingdom for the delivering of notices to them, a notice posted up in the office shall be deemed to be well served on them after the expiration of twenty-four hours after it has been so posted up.

Names, Addresses and Descriptions of Subscribers.

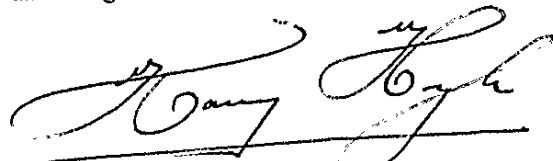
David Goodwin Windle
Hollin House Waterfoot
Scout Bottom Wholesale Confectioner

Donald Winder
Nordale Newchurch Rd
Rawtenstall
Commercial Traveller

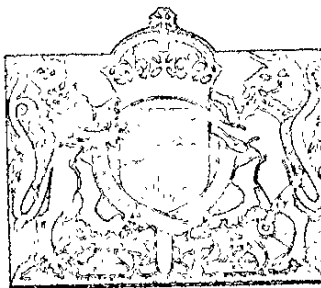
Benjamin Crossdale
489 Burnley Rd
Waterfoot
Rossendale
Commercial Traveller.

DATED this 17th day of April, 1937.

WITNESS to the above Signatures:—


Solely
Waterfoot

No. 327331



Certificate of Incorporation

I Hereby Certify,

That

WINDLES (WASHWOOD) LIMITED

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

Given under my hand at London this twenty-eighth day of April One
Thousand Nine Hundred and thirty-seven.

W A McKenna

Registrar of Companies.

Certificate
received by

Post

Date 3-5-37