

No. 345735 / 88

13

S.K.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

DAINTEE CHOCOLATE CONFECTIONERY  
COMPANY (BLACKPOOL) LIMITED

(Adopted by Special Resolution passed on September 1986)

PRELIMINARY

1. In these Articles:-

"the Act"

means the Companies Act 1985  
(and any statutory amendment or  
replacement thereof)

"Table A"

means Table A in the Companies  
(Tables A to F) Regulations  
1985 as amended and in force at  
the date of adoption of these  
Articles

2. Save in so far as they are excluded or varied hereby  
the Regulations contained in Table A shall apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of adoption  
of this Article is £1,000,000 divided into 479,000 8.4%  
Cumulative Preference Shares of £1 each (in these Articles

2000.1.86

referred to as "Preference Shares") and 521,000 Ordinary Shares of £1 each (in these Articles referred to as "Ordinary Shares"). The rights attaching to the respective classes of shares as regards income and as regards capital shall be as follows:-

(1) As Regards Income

- (a) The Preference Shares shall entitle the holders to receive, in priority to the payment of dividend on any other class of shares of the Company, out of the profits of the Company available for distribution and determined to be distributed a fixed cumulative preferential dividend at the rate of 8.4 per cent per annum (exclusive of the imputed tax credit available to shareholders) on the capital for the time being paid up thereon. The fixed dividends will be payable half yearly on 30th June and 31st December in every year.
- (b) The Ordinary Shares shall entitle the holders to receive out of the profits of the Company available for distribution and determined to be distributed and after payment or deduction of the fixed cumulative preferential dividends a dividend which shall be distributed pro rata according to the amounts paid up or credited as paid up on the number of shares held by them respectively.

(2) As Regards Capital

On a return of assets on liquidation or otherwise, the holders of the Preference Shares shall be entitled to have the surplus assets applied first in paying off the

capital paid up on the Preference Shares held by them respectively together with a sum equal to any arrears deficiency or accruals of the dividends on the Preference Shares calculated down to the date of the return of capital and payable irrespective of whether such dividend has been declared or earned or not and second in paying off the capital paid up on the Ordinary Shares in the capital of the Company.

#### ALLOTMENT OF SHARES

4. (1) Save as otherwise provided in any particular case by Special Resolution no shares (whether in the original or any increased share capital of the Company) shall be issued unless both Preference Shares and Ordinary Shares shall be issued in the same proportion as nearly as may be as the Preference Shares and Ordinary Shares already in issue bear to one another.
- (2) Save as otherwise provided in any particular case by Special Resolution the Preference Shares in the original or any increased capital of the Company shall on issue be offered to such persons who as at the date of the offer are registered as the holders of the Preference Shares pro rata in proportion as nearly as possible to the nominal value of the existing 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. Any such offer shall contain provisions for the application ("an excess application") by a member for any shares not taken

up by the other members ("the excess shares") and any excess shares shall be issued to those members making excess applications up to the number of shares specified in such excess applications. In case of competition the excess shares shall be issue pro rata to the number of shares specified in such excess applications.

(3) Save as otherwise provided in any particular case by Special Resolution the Ordinary Shares in the original or any increased capital of the Company shall on issue be offered to such persons who as at the date of the offer are registered as the holders of the Ordinary Shares pro rata in proportion as nearly as possible to the nominal value of the existing 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. Any such offer shall contain provisions for the application ("an excess application") by a member for any shares not taken up by the other members ("the excess shares") and any excess shares shall be issued to those members making excess applications up to the number of shares specified in such excess applications. In case of competition the excess shares shall be issued pro rata to the number of shares specified in such excess applications.

(4) Any Preference Shares not accepted in accordance with the foregoing provisions of this Article or not capable of being offered as aforesaid except by way of fractions and any Preference Shares released from the provisions of

this Article by a Special Resolution of the Company shall be offered for subscription to such persons who as at the date of the offer are registered as the holders of the Ordinary Shares pro rata in proportion to the nominal value of the Ordinary Shares held by them respectively at the date of such offer. 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. Any such offer shall contain provisions for the application ("an excess application") by a member for any shares not taken up by the other members ("the excess shares") and any excess shares shall be issued to those members making excess applications up to the number of shares specified in such excess applications. In case of competition the excess shares shall be issued pro rata to the number of shares specified in such excess applications.

- (5) Any Ordinary Shares not accepted in accordance with the foregoing provisions of this Article or not capable of being offered as aforesaid except by way of fractions and any Ordinary Shares released from the provisions of this Article by a Special Resolution of the Company shall be offered for subscription to such persons who as at the date of the offer are registered as the holders of the Preference Shares pro rata in proportion to the nominal value of the Preference Shares held by them respectively at the date of such offer. 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. Any such offer shall contain provisions for the application ("an excess application") by a member for any shares not taken up by the other members ("the excess shares") and any excess shares shall be issued to those members making excess applications up to the number of shares specified in such excess applications. In case of competition the excess shares shall be issued pro rata to the number of shares specified in such excess applications.

- (6) Subject to Section 80 of the Companies Act 1985 any shares not accepted in accordance with the foregoing provisions of this Article or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be at the disposal of the Directors who may allot grant options over or otherwise dispose of the same to such persons at such times and on such terms as they think fit Provided that the Directors shall not dispose of any such shares not accepted as aforesaid on terms more favourable to the subscribers therefor than those offered to the members.

- (7) By virtue of Section 91 of the Act Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company. .

#### CLASS RIGHTS

5. (1) Whenever the capital of the Company is divided into

different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three fourths of the issued shares of that class, or with the sanction of any Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

- (2) Without prejudice to the generality of this Article and other rights of the holders of the Preference Shares, whether express or implied, the consent of the holders of the Preference Shares as a class shall be required for, and accordingly the special rights attached to the Preference Shares shall be deemed to be varied by:-
- (a) The creation or issue of any other shares ranking as regards participation in the profits or assets of the Company in priority to or *pari passu* with the Preference Shares;

- (b) any issue of shares or debentures of the Company by way of capitalisation of profits or reserves;
- (c) the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company.

#### TRANSFER OF SHARES

6. (1) The instrument of transfer of a share shall be signed by or on behalf of the transferor and (in the case of a share other than a fully paid share) by or on behalf of the transferee. 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. All instruments of transfer when registered may be retained by the Company. Regulation 23 of Table A shall not apply to the Company.
- (2) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share other than any transfer in accordance with the provisions of the following paragraphs of this Article. Regulation 24 of Table A shall not apply to the Company.
- (3) No share in the Company nor any interest in such a share shall save as provided in paragraph (2) of this Article be transferred unless and until the rights of pre-emption hereinafter conferred shall be exhausted.
- (4) Every member who desires to transfer any Preference Share or Shares or an interest in any Preference Share or Shares (including any person or person entitled to any



Preference Share or interest therein in consequence of the death or bankruptcy of any person) (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a Transfer Notice"). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Preference Share or Shares specified therein or in respect of which an interest is desired to be transferred (hereinafter called "the Preference Sale Shares") in one or more lots at the discretion of the Directors to the members holding Preference Shares other than the Vendor at a price to be agreed upon by the Vendor and the Directors or in the case of difference at the price which the Auditor of the Company for the time being acting as an expert and not as an arbitrator shall by writing under his hand indicate to be in his opinion the fair value thereof as between a willing seller and a willing buyer. A Transfer Notice may contain a provision that unless all the Preference Sale Shares comprised therein are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.

- (5) If the Auditor is asked to indicate the fair price as aforesaid the Company shall as soon as it receives the Auditor's indication furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within 10 days of the service upon him of the said certified copy to cancel the

Company's authority to sell the Preference Sale Shares. The cost of obtaining the Auditor's indication shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.

- (6) Upon the price being fixed as aforesaid and provided that the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member holding Preference Shares other than the Vendor of the number price and description of the Preference Sale Shares and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Preference Sale Shares (being all or any thereof) as he shall specify in such application.
- (7) If the said members holding Preference Shares shall within the said period of 21 days apply for all or (except where the Transfer Notice provides otherwise) any of the Preference Sale Shares the Directors shall allocate the Preference Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata (as nearly as possible) according to the nominal value of the Preference Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of the Preference Sale Shares specified by him as aforesaid and

the Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Preference Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Preference Sale Shares so allocated shall be completed.

- (8) If the said members holding Preference Shares do not within the said period of 21 days apply for all of the Preference Sale Shares the Directors shall forthwith by notice in writing inform each member holding Ordinary Shares of the number price and description of the Preference Sale Shares and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Preference Sale Shares (being all or any thereof) as he shall specify in such application.
- (9) If the said members holding Ordinary Shares shall within the said period of 21 days apply for all the remaining or (except where the Transfer Notice provides otherwise) any of the Preference Sale Shares the Directors shall allocate the Preference Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata (as nearly as possible) according to the nominal value of the Ordinary Shares in the Company of which they are

registered as holders provided that no applicant shall be obliged to take more than the maximum number of the Preference Sale Shares specified by him as aforesaid and the Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Preference Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Preference Sale Shares so allocated shall be completed.

- (10) The Vendor shall be bound against receipt of the purchase price in respect thereof to transfer the Preference Sale Shares comprised in an Allocation Notice to the Purchaser named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the Preference Sale Shares to the Purchasers thereof against payment of the price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Preference Sale Shares comprised in such

transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.

- (11) During the three months following the expiry of the second period of 21 days referred to in paragraph (8) of this Article the Vendor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under paragraph (4) of this Article) any Preference Sale Share not allocated by the Directors in an Allocation Notice provided that if the Vendor stipulated in his Transfer Notice that unless all the Preference Sale Shares comprised therein were sold pursuant to this Article none should be so sold the Vendor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Preference Sale Shares comprised in his Transfer Notice.
- (12) Every member who desires to transfer any Ordinary Share or Shares or an interest in any Ordinary Share or Shares (including any person or persons entitled to any Ordinary Share or interest therein in consequence of the death or bankruptcy of any person) (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a Transfer Notice"). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Ordinary Share or Shares specified therein or in respect of which an interest is desired to be

transferred (hereinafter called "the Ordinary Sale Shares") in one or more lots at the discretion of the Directors to the members holding Ordinary Shares other than the Vendor at a price to be agreed upon by the Vendor and the Directors or in the case of difference at the price which the Auditor of the Company for the time being acting as an expert and, not as an arbitrator shall by writing under his hand indicate to be in his opinion the fair value thereof as between a willing seller and a willing buyer. A Transfer Notice may contain a provision that unless all the Ordinary Sale Shares comprised therein are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.

- (13) If the Auditor is asked to indicate the fair price as aforesaid the Company shall as soon as it receives the Auditor's indication furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within 10 days of the service upon him of the said certified copy to cancel the Company's authority to sell the Ordinary Sale Shares. The cost of obtaining the Auditor's indication shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- (14) Upon the price being fixed as aforesaid and provided that the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in

writing inform each member holding Ordinary shares other than the Vendor of the number price and description of the Ordinary Sale Shares and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Ordinary Sale Shares, (being all or any thereof) as he shall specify in such application.

- (15) If the said members holding Ordinary Shares shall within the said period of 21 days apply for all or (except where the Transfer Notice provided otherwise) any of the Ordinary Sale Shares the Directors shall allocate the Ordinary Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata (as nearly as possible) according to the nominal value of the Ordinary Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of the Ordinary Sale Shares specified by him as aforesaid and the Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Ordinary Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Ordinary Sale Shares so allocated shall be completed.

- (16) If the said members holding Ordinary Shares do not within the said period of 21 days apply for all of the Ordinary Sale Shares the Directors shall forthwith by notice in writing inform each member holding Preference Shares of the number price and description of the Ordinary Sale Shares and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Ordinary Sale Shares (being all or any thereof) as he shall specify in such application.
- (17) If the said members holding Preference Shares shall within the said period of 21 days apply for all the remaining or (except where the Transfer Notice provides otherwise) any of the Ordinary Sale Shares the Directors shall allocate the Ordinary Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in the case of competition pro rata (as nearly as possible) according to the nominal value of the Preference Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of the Ordinary Sale Shares specified by him as aforesaid and the Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the Ordinary Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the



Allocation Notice) at which the sale of the Ordinary Sale Shares so allocated shall be completed.

- (18) The Vendor shall be bound against receipt of the purchase price in respect thereof to transfer the Ordinary Sale Shares comprised in an Allocation Notice to the Purchaser named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the Ordinary Sale Shares to the Purchasers thereof against payment of the price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Ordinary Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.
- (19) During the three months following the expiry of the second period of 21 days referred to in paragraph (16) of this Article the Vendor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under paragraph (12) of this Article) any Ordinary Sale Share not allocated by the Directors in an

Allocation Notice provided that if the Vendor stipulated in his Transfer Notice that unless all the Ordinary Sale Shares comprised therein were sold pursuant to this Article none should be so sold the Vendor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Ordinary Sale Shares comprised in his Transfer Notice.

#### LIEN

7. The Company shall have a first and paramount lien on every share (whether or not fully paid) registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company; and Regulation 8 of Table A shall be modified accordingly.

#### PROCEEDINGS AT GENERAL MEETINGS

8. (1) Regulation 40 of Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
- (2) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

- (3) Regulation 41 of Table A shall not apply to the Company.
- (4) A poll may be demanded by the Chairman or any member present in person or by proxy and entitled to vote and Regulation 46 of Table A shall be modified accordingly.

DIRECTORS

9. (1) The number of Directors at any time shall not be less than two nor more than ten and Regulation 64 shall not apply to the Company.
- (2) Regulations 65 to 69 inclusive of Table A shall not apply to the Company. Any Director may at any time and from time to time appoint any other Director or appoint any other person who is approved by a majority of the other Directors to be his alternate and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another in his place. An alternate shall not be entitled to receive remuneration from the Company nor to appoint an alternate nor shall it be necessary for him to acquire or hold any shareholding qualification but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the Directors and in the absence of the Director appointing him to attend and vote as a Director at any such Meeting and generally to exercise all the powers rights and authorities of the Director appointing him. An alternate may be removed from office by a resolution of the Board and shall ipso facto cease to be an alternate if his appointor ceases for any reason

to be a Director. Every person acting as an alternate shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office.

- (3) The Directors shall not be subject to retirement by rotation and accordingly:-
  - (a) Regulations 73 to 77 inclusive, the last two sentences of Regulation 79 Regulation 80 and the last sentence of Regulation 84 of Table A shall not apply to the Company; and
  - (b) Regulation 78 shall apply but with the deletion of the words "subject as aforesaid" and the words "and may also determine the rotation in which any additional Directors are to retire".
- (4) Regulations 85, 86 and 94 to 98 inclusive of Table A shall not apply to the Company. A Director, notwithstanding his interest, may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any meeting.
- (5) Regulation 87 of Table A shall not apply to the Company. The Directors may grant or provide retirement pensions or annuities or other gratuities or allowances including allowances on death or any other benefits whatsoever to order any person or to or for the widow or widower of or

dependents of any person in respect of services rendered by him or her to the Company whether as managing director or in any other office or indirectly as an officer or employee of any subsidiary company of the company notwithstanding that he or she may be or may have been a Director of the Company and the Company may make payments towards insurances or trusts for such purposes in respect of any such person and the Company may include rights in respect of such pensions annuities and allowances in the terms of engagement of any such person.

- (6) If the Company shall be or become subject to the provisions of Section 293 of the Act then any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 or any other age.
- (7) Unless the Authority hereby given is previously revoked or varied by the Company in General Meeting the Directors may at any time and from time to time on or before the 31st August 1991, in accordance with Section 80 of the Act exercise generally and unconditionally the power of the Company to allot shares in the capital of the Company and to offer or agree to allot such shares (notwithstanding that such offer or agreement would or might require such shares to be allotted by the Company after the said date) provided that the aggregate nominal value of the shares so allotted or offered or agreed to be allotted shall not when aggregated with the nominal

value of shares in the capital of the Company agreed to be taken by the subscribers to the Memorandum of Association of the Company exceed the sum of £1,000,000. Save as provided by the preceding provisions of this Article or as permitted by Section 80 of the Act no shares in the capital of the Company shall be allotted or offered or agreed to be allotted except by authority of the Company in General Meeting in accordance with Section 80 of the Act.

#### BORROWING POWERS

10. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### INDEMNITY

11. (1) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with

any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

- (2) Regulation 118 of Table A shall not apply to the Company.

101

Company Number 345735/90.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

DAINTEE CHOCOLATE CONFECTIONERY COMPANY  
(BLACKPOOL) LIMITED

At an Extraordinary General Meeting of the Company held on the 15th October 1986 the following resolution was passed as a Special Resolution.

SPECIAL RESOLUTION

That the Memorandum of Association of the Company be and is hereby altered by the deletion of Clause 3(I) thereof and the substitution therefor of the following:-

"(I) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions upon such terms and for such consideration (if any) as the Company may think fit".

  
Chairman

