

# THE COMPANIES ACTS 1948 to 1967

## Declaration of Compliance

with the requirements of THE COMPANIES ACT 1948,  
when applying for Registration of a Company.

NAME OF  
COMPANY

.....  
.....  
..... PUKKA PIES ..... Limited

( Pursuant to Section 15(2) of the Companies Act 1948 )

PRESENTED BY

..... MESSRS. RICH & CARR, .....

..... 86 CHARLES STREET, .....

..... LEICESTER. ....

BRITISH COMPANY REGISTRATION AGENTS LTD.

38 - 40 FEATHERSTONE STREET

LONDON E.C.1.

..... Presentor's Reference .....



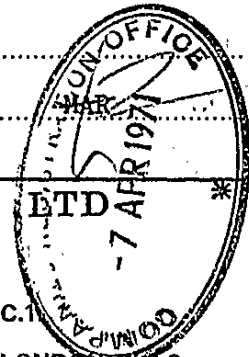
LEWIS, COATES & LUCAS LTD

Law and Company Agents  
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38-40 FEATHERSTONE STREET, LONDON E.C.1.  
and at

AMBERLEY HOUSE, 12 NORFOLK STREET, LONDON W.C.2.

Telephone: 01-253 2977/8/9 and 01-836 1176/7  
Telex 262687 (Lewcoates Ldn)



DECLARATION  
OF COMPLIANCE

[Pursuant to Section 15 (2)  
of the Companies Act 1948]

I, .....MICHAEL ANTHONY RICH.....  
.....  
of .....86, Charles Street in the City of Leicester.....  
.....  
.....

do SOLEMNLY AND SINCERELY DECLARE that I am

(† In Scotland delete of the  
Supreme Court)

(a) Delete the two alternatives  
not applicable.

(a) a Solicitor† of the Supreme Court engaged in the formation

~~(a) a person named in the Articles of Association as a Director~~

~~(a) a person named in the Articles of Association as Secretary~~

of .....  
.....  
.....  
.....

.....Pukka Pies..... Limited

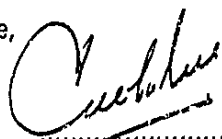
and that all the requirements of the Companies Act 1948  
in respect of matters precedent to the registration of the  
said Company and incidental thereto have been complied  
with, And I make this solemn Declaration conscientiously  
believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

DECLARED at .....Leicester.....  
.....  
.....

the .....1st..... day of .....April.....

19 71.....

Before me,



J. H. DE LA RUE

A Commissioner for Oaths  
(or Notary Public or Justice of the Peace)

THIS MARGIN IS RESERVED FOR BINDING

Company Number

1008747/2

£ 250.00

ccy  
7/15

FORM No. 25



# THE COMPANIES 1948 to 1967

## Statement of the Nominal Capital

NAME OF  
COMPANY

PUKKA PIES

Limited

PRESENTED BY

MESSRS. RICH & CARR,

86 CHARLES STREET,

LEICESTER.

BRITISH COMPANY REGISTRATION AGENTS LTD.

38 - 40 FEATHERSTONE STREET.

LONDON E.C.1.

Presenter's Reference



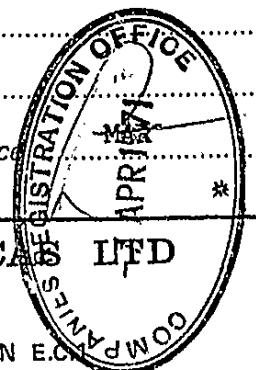
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STATEMENT  
OF THE  
NOMINAL CAPITAL

\_\_\_\_\_

.....

.....

..... PUKKA PIES ..... Limited

THE NOMINAL CAPITAL of the above named Company

is £ ... 50,000 .....

divided into ... 50,000 ..... shares

of ... One pound ..... each

Signed ..... *J. K. Strer* .....

State whether Director or Secretary ..... *Secretary* .....

Dated the ... *1<sup>st</sup>* ... day of ... *April* ... 1971 .....

\_\_\_\_\_  
(The Stamp Duty on the Nominal Capital is Ten Shillings for every  
£100 or fraction of £100.)

THIS MARGIN IS RESERVED FOR BINDING

COMPANY LIMITED BY SHARES

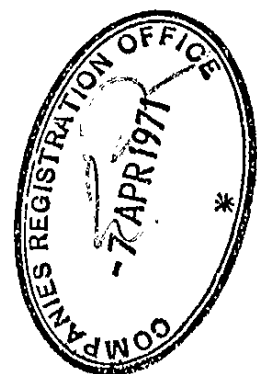
## Memorandum of Association

1008747

PUKKA PIES LIMITED

1. The name of the Company is "PUKKA PIES 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 business as manufacturers and suppliers of meat products, caterers, proprietors of hotels, restaurants, and tea rooms, licensed victuallers, brewers, maltsters, wine and spirit merchants, distillers, mineral and aerated water manufacturers and importers, bakers, confectioners, pastrycooks, sweet manufacturers, tobacconists, ice cream manufacturers, meat salesmen, pork butchers, fishmongers, fruiterers, greengrocers, dairymen, gardeners, farmers, game and poultry dealers, corn dealers, food and provision dealers, cold storage and depository proprietors, garage, cab, coach and omnibus proprietors, carriers, metal and alloy makers, refiners and workers, engineers, electricians, joiners, furniture makers and woodworkers, upholsterers, french polishers, builders, painters, and decorators, builders' merchants, ironmongers and hardware dealers, tailors, clothiers, general outfitters and general storekeepers.



- (b) To carry on any other business, whether subsidiary or not, which can in the opinion of the Company be carried on conveniently or advantageously in connection with the business of the Company.
- (c) To acquire and undertake upon such terms as the Company shall deem expedient the whole or part of the undertaking, assets or liabilities of any person or body owning any business within the objects of the Company, or whose business, or any part of whose business, may conveniently or advantageously be combined with the business of the Company, or any of whose property is suitable for the purposes of the Company.
- (d) To purchase, take on lease, hire or otherwise acquire and hold any lands, hereditaments, buildings, plant, machinery, goods, chattels, or real or personal property of any kind, or any right or interest therein or thereover (and whether in possession or reversion or remainder) which the Company may think desirable in connection with its business.
- (e) To acquire in such manner and upon such terms as the Company shall think fit, secret processes, inventions, patents, copyrights, designs or trade marks or any interest therein, the acquisition of which shall seem beneficial to the Company.
- (f) To construct, alter, remove or replace any buildings, erections, structures, roads, railways, reservoirs, machinery, plant, or tools, or works of any description, or to contribute to the costs thereof, as may seem desirable in the interests of the Company.
- (g) To enter into partnership or amalgamate with any person or body for the purpose of carrying on any business or transaction within the objects of the Company, and to enter into such arrangements for co-operation, sharing profits, losses, mutual assistance, or other working arrangements as may seem desirable.
- (h) To manage, develop, sell, lease, mortgage, grant licences or rights of, in, or over, or otherwise turn to account, any property or assets of the Company.

- (i) To borrow or raise money in such amounts and manner and upon such terms as the Company shall think fit, and, when thought desirable, to execute and issue security of such kind, subject to such conditions, for such amount, and payable in such place and manner, and to such person, as the Company shall think fit, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debentures, debenture stock (perpetual or otherwise), mortgages, charges or securities over the whole or any part of its assets, present or future (including uncalled capital), as the Company shall think fit.
- (j) To receive loans at interest or otherwise, from and to lend money and give credit to, and to guarantee and become or give security for the performance of contracts by, and act as bankers for, any person or company, where the so doing may seem advantageous or desirable in the interests of the Company.
- (k) To invest, lend, or otherwise deal with un-employed moneys, in such manner, and upon such terms, as may be thought fit, and to vary investments.
- (l) To acquire and hold, sell, mortgage, or deal with the shares, stock, bonds, debentures or securities of or in any other company or body (whether such Shares or securities be fully paid or not) where the so doing may seem desirable in the interests of the Company.
- (m) To draw, accept, endorse, issue, or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.
- (n) To promote any company to acquire the whole or any part of the assets or liabilities of this Company, or for any other purpose which may seem desirable in the interests of this Company, and to subscribe, acquire, underwrite, or place, or assist in so doing, the whole or part of the Shares or securities of such Company.

- (o) To pay gratuities or pensions or allowances on retirement to any directors who have held any other salaried office or place of profit with the Company or to their widows or dependants and to make contributions to any fund and to pay premiums for the purchase or provision of any such gratuity, pension or allowance and to promote or assist, financially whether by way of contributions, donations, the payment of premiums or otherwise, any fund or scheme for the benefit, wholly or in part, of directors, ex-directors, or employees, or ex-employees, of the Company, or their dependants or relatives, or for charitable purposes generally.
- (p) To remunerate employees and servants of the Company and others out of or in proportion to the returns or profits of the Company or otherwise as the Company shall think fit; and to promote and give effect to any scheme or arrangement for sharing profits with employees, whether involving the issue of shares or not.
- (q) To pay for any property or assets acquired by the Company by the issue of fully or partly paid Shares of the Company, with or without any preferred or special rights or privileges, or by the issue of debentures or other securities, with or without special rights or privileges.
- (r) To pay the costs and expenses of or incidental to the promotion and establishment of the Company, or to contract for the payment of the same in whole or in part by others.
- (s) To aid, financially or otherwise, any association or body having for an object the promotion of trade or industry.
- (t) To act as or through trustees, agents, secretaries, managers, brokers or sub-contractors, and to perform the duties of any office undertaken by the Company.
- (u) To sell or otherwise dispose of the undertaking and assets of the Company, or any part thereof, for any consideration thought fit, and in particular for Shares, debentures or other securities of other companies.

- (v) To procure the Company to be registered or recognised in any overseas country or place, and to exercise any of the objects or powers aforesaid in any part of the world.
- (w) To distribute among the Members any assets of the Company in specie, but so that no such distribution which would amount to a reduction of capital shall be made without such sanction (if any) as may be required by law.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (y) The objects set forth in any sub-clause of this clause shall not, except where the context so requires, be limited or restricted by reference to or inference from any other sub-clause or by the name of the Company, and none of such sub-clauses shall be deemed to be subsidiary merely to the first or any other sub-clause, but the objects specified in each sub-clause shall, except where the context otherwise requires be deemed to be main objects of the Company.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £ 50,000 divided into 50,000 Shares of £1 each. Subject and without prejudice to any special rights or privileges for the time being attached to any special class of issued shares, any of the shares in the original capital of the Company for the time being unissued, and any new Shares from time to time created, may be issued with any preference, whether in respect of dividend or of repayment of capital, or both, or with any other special privilege or advantage over any other Shares previously issued, or then about to be issued, and with any special or restricted rights or without any right of voting or otherwise, and generally on such terms and subject to such conditions and provisions as may from time to time be determined by the Company, and if at any time the capital of the Company shall be divided into Shares of different classes, the rights attached to any class shall not be varied except in accordance with the provisions of Clause 4 of Part I of Table "A" in the First Schedule to the Companies Act 1948.

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.
<p>Frederic Kenneth Storer 37, Foxhunter Drive Oadby Leics Pie manufacturer</p>	<p>one</p>
<p>Valerie Clayton Storer 37, Foxhunter Drive, Oadby Leics. Secretary.</p>	<p>one</p>

DATED the *2nd* day of *April* 1971

WITNESS to the above Signatures

*M. A. Rich*  
*Solicitor*  
*Leicester*

1008747/4

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

# Articles of Association

— OF —

PUKKA PIES LIMITED

## PRELIMINARY

1. Subject as hereinafter provided, the regulations in Table "A" (Part 1) in the First Schedule to the Companies Act 1948 shall apply to the Company, and such Table is hereinafter referred to as Table "A".

2. The Company is registered as a Private Company within the meaning of Section 28 of the Companies Act 1948, which is hereinafter referred to as "the Act", and accordingly :-

- (A) The right to transfer Shares is restricted in manner hereinafter provided.
- (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 such employment, and have continued after the determination of that employment to be, Members of the Company) is limited to fifty. Provided that where two or more persons hold one or more Shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single person.
- (C) Any invitation to the Public to subscribe for any Shares or debentures of the Company is prohibited.

(D) The Company shall not have power to issue share warrants to bearer.

### SHARES

3. Subject to the provisions of Clause 2 hereof of the Shares of the Company shall be allotted by the Directors to such persons at such times and upon such terms and conditions and either at a premium or at par as they think fit, and with full power to give to any person the call of any Shares either at par or at a premium during such time and for such consideration as the Directors think fit.

### LIEN

4. The Company shall have a lien on every Share, whether fully paid or not, and whether registered in the name of one or more Members, and accordingly in Clause 11 of Table "A" the words "not being a fully paid Share" and "other than fully paid Shares" shall be omitted; and the words "a single person" shall be deleted and the words "any Member, whether alone or jointly with other Members" shall be substituted therefor.

### CALLS ON SHARES

5. In Clause 15 of Table "A" the words "provided that no call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

### TRANSFER AND TRANSMISSION OF SHARES

6. In Clause 22 of Table "A" the words "except as provided by sub-paragraph (4) of paragraph 2 of the Seventh Schedule to the Act" shall be omitted.

7. The following provision shall have effect and shall be added after Clause 23 of Table "A", viz:-

23. (1) Any Member wishing to transfer any Share or Shares to a person who is not already a Member of the Company shall first offer the same to the existing Members of the Company by notice in writing (hereinafter called "the Transfer Notice") to the Directors that he desires to transfer the same. The Transfer Notice shall specify the sum he fixes as the fair value and shall constitute the Directors as Agents for the sale of the Share or Shares. The Transfer Notice shall not be revocable except with the sanction of the Directors. If the Directors shall within one month after being served with the Transfer Notice find either a Member or other person selected by the Directors for admission to Membership who is willing to purchase the Share or Shares specified in the Transfer Notice and shall give notice in writing thereof to the

proposing Transferor, he shall be bound upon payment of the fair value ascertained in accordance with the provisions hereof to transfer the Share or Shares to the purchasing Member or other person selected as aforesaid.

(ii) In case any difference shall arise between the proposing Transferor and the Directors or the Member or other person selected as aforesaid as to the fair value of a Share or Shares the difference shall be referred to a Chartered Accountant to be agreed upon between the parties or in default of agreement to be appointed for the purpose by the Secretary for the time being of the Leicestershire and Northamptonshire Society of Chartered Accountants (or such other Society of Chartered Accountants within whose area the Registered Office of the Company is for the time being situate) who shall certify in writing the fair value of the same which shall be binding on the parties. The cost incurred in connection with such reference shall be borne by the parties in dispute in equal shares.

(iii) If the Directors shall not within the space of one month after being served with the Transfer Notice find a Member or other person willing to purchase the Share or Shares the Member desirous of selling the same shall be at liberty for a period not exceeding two months to sell and transfer the Share or Shares to any person at a price not less than that which he may have fixed as a fair value in the before mentioned notice.

8. Clauses 30, 31 and 32 of Table "A" shall not apply and the following clause shall be substituted therefor:-

30. Upon the death or bankruptcy of a Member the legal Personal Representatives or Trustee in Bankruptcy of the Member shall within two months of the Grant of Probate or Letters of Administration or the Adjudication Order give to the Directors a Transfer Notice in accordance with Article 7 hereof. If no such Transfer Notice shall be given within the said period of two months the Directors may at any time thereafter give to the Legal Personal Representatives or Trustee in Bankruptcy (as the case may be) not less than seven days notice in writing upon the expiry of which the Legal Personal Representatives or Trustee in Bankruptcy (as the case may be) shall be deemed to have given a Transfer Notice in respect of the whole of the deceased or bankrupt Members holding and the provisions of Article 7 hereof shall apply accordingly.

9. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of Shares, whether fully paid or not, not being a transfer to a person who is already a Member of the Company or to a transferee under Clause 7 hereof. Clause 24 of Table "A" shall not apply.

#### CONVERSION OF SHARES INTO STOCK

10. Clauses 40 to 43 inclusive of Table "A" shall not apply.

#### GENERAL MEETINGS

11. In Clause 49 of Table "A" the words "one Member" shall be substituted for the words "two Members".

#### PROCEEDINGS AT GENERAL MEETINGS

12. Two Members present in person or by proxy shall form a quorum and Clause 53 of Table "A" shall be modified accordingly.

13. One Member present in person or by proxy may demand a poll and Clause 58 of Table "A" shall be deemed to be altered and modified accordingly.

14. Subject to the provisions of the Act a Resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

#### POWERS AND DUTIES OF DIRECTORS

15. Clause 79 of Table "A" shall not apply, and the following Clause shall be substituted therefor:-

79. The Directors may at their own discretion and upon such terms in all respects as they think fit raise or borrow money for the purposes of the Company's business and may mortgage or charge the whole or any part of the assets and property of the Company (present or future) including its uncalled or unissued capital, and may issue debentures, debenture stock, mortgages or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

16. Clause 84 of Table "A" shall not apply and the following clause shall be substituted therefor:-

84. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance

with Section 199 of the Companies Act 1948 but he may be counted in the Quorum present at any meeting of the Directors whereof such contract or proposed contract is considered or entered into and he may as a Director vote in respect of such contract or proposed contract.

#### DISQUALIFICATIONS OF DIRECTORS

17. Clause 88 of Table "A" shall not apply, and the following Clause shall be substituted therefor:-

88. The office of Director shall be vacated if the Director:-

- (A) Fails to obtain his qualification (if any) within one month from the date of his appointment or thereafter ceases at any time to hold his qualification.
- (B) Becomes bankrupt or suspends payment or compounds with his creditors.
- (C) Becomes prohibited from being a Director by reason of any Order made under Section 188 of the Companies Act 1948.
- (D) Is found lunatic or becomes of unsound mind.
- (E) Is absent from Directors' meetings for six calendar months without reasonable excuse and without the consent of the other Directors and they resolve that he vacate office.
- (F) Resigns his office by notice in writing to the Company.

#### ROTATION OF DIRECTORS

18. Clauses 89 to 92 inclusive of Table "A" shall not apply hereto.

#### PROCEEDINGS OF DIRECTORS

19. Clause 106 of Table "A" shall not apply, and the following Clause shall be substituted therefor:-

106. A resolution determined on without any meeting of Directors and evidenced by writing signed by all the Directors for the time being entitled to receive notice of a meeting of Directors, or all the members of a Committee shall be as valid and effectual as a resolution duly passed at a meeting of the Directors or of such Committee, as the case may be.

INDEMNITY

20. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is referred to in Section 205 of the Companies Act, 1948) which he may sanction or incur in or about the execution of his duties of office or otherwise in relation thereto, 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. This Article shall only have effect so far as its provisions are not avoided by the said Section.

ACCOUNTS

21. In Clause 126 of Table "A" after the words "157 of the Act" shall be added the words "and sections 16 to 22 inclusive of the Companies Act 1967".

AUDIT

22. In Clause 130 of Table "A" the words "162 of the Act" shall be deleted and the words "161 of the Act and Sections 13 and 14 of the Companies Act 1967" shall be substituted therefor.

Names, Addresses and Descriptions of Subscribers.

Levor Kenneth Storer

37, Foxhunter Drive Oakby Leics  
Pie manufacturer.

Valerie Clayton Storer.

37, Foxhunter Drive; Oakby.  
Leics.

Secretary.

DATED the *First* day of *April* 19*71*

WITNESS to the above Signatures

*Max Rich*  
*Solicitor*  
*Leicester*



## CERTIFICATE OF INCORPORATION

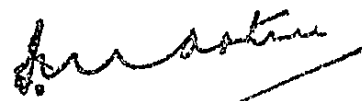
No. 1008747

I hereby certify that

**PUKKA PIES LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 22ND APRIL, 1971.

  
P. E. MARTIN

*Assistant Registrar of Companies*