

DUPLICATE FOR THE FILE.

No. 193800



# Certificate of Incorporation

I Hereby Certify, That the

ERNEST MELLING LIMITED

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

Given under my hand at London this Sixteenth day of November

One Thousand Nine Hundred and Twenty-three.

Fees and Deed Stamps £ 9.

Stamp Duty on Capital £ 150.

*D. C. Campbell - Taylor*  
Assistant Registrar of Joint Stock Companies.

Certificate received by

*N. East*

*J. J. & Sons, Ltd.*

*W. C.*

Date 19-11-23

No. of Company 193800

Name of Company Ernest Mulling Limited

THE UNDERMENTIONED DOCUMENTS ARE STORED AWAY FROM  
BUSY HOUSE BUT ARE AVAILABLE FOR INSPECTION ON REQUEST  
WITHOUT PAYMENT OF AN ADDITIONAL FEE. THESE DOCUMENTS  
WILL NOT BE AVAILABLE UNTIL THE WORKING DAY FOLLOWING  
THE APPLICATION.

ANNUAL RETURN

Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year
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1	11	1924						
	12	25						
	13	26						
	14	27						
	15	28						
	17	29						
	18	30						
	19	31						
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	32	42						
	33	43						
	34	44						
	35	45						
	36	46						
	37	47						
	38	48						
	40	49						

Return of Allotments

Vol. No.	Serial No.	Year
1	9	1924
	10	24

**"THE COMPANIES ACTS, 1908 to 1917."**

**Declaration of Compliance**



A Companies' Fee Stamp must be impressed here.

WITH THE

**REQUIREMENTS OF THE COMPANIES  
(CONSOLIDATION) ACT, 1908,**

Made pursuant to Section 17, Sub-Section 2, of the Companies (Consolidation) Act, 1908, on behalf of a Company proposed to be Registered as

*Ernest Melling*

**Limited,**

(See Page 2 of this Form.)

REGISTERED
170743
16 NOV 1923

**HUTTON, HARTLEY & Co.,**

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,

**MANCHESTER.**

*Presented for filing by*



I John Seddon  
of 26 Bolton Road Farnworth near Bolton  
in the County of Lancaster

\*Here insert  
"A Solicitor  
of the High  
Court en-  
gaged in the  
formation,"  
or "A person  
named in the  
Articles of  
Association  
as a  
Director (or  
Secretary)."

Do solemnly and sincerely Declare that I am\* solicitor of the  
High Court engaged in the formation of  
Ernest Melling

..... LIMITED,

and that all the requirements of The Companies (Consolidation) Act, 1908,  
in respect of matters precedent to the registration of the said Company  
and incidental thereto have been complied with. And I make this solemn  
Declaration conscientiously believing the same to be true, and by virtue  
of the provisions of The Statutory Declarations Act, 1835.

NOTICE - This margin is reserved for binding, and must not be written across.

Declared at Bolton in the  
County of Lancaster

the 15<sup>th</sup> day of November

One thousand nine hundred and twenty three

before me,

W. J. Patten

A Commissioner for Oaths.

John Seddon

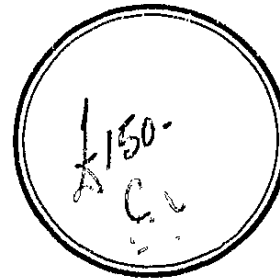
Number of }  
(Certificate)

193500 ✓

[Form No. 25.]

THE STAMP ACT, 1891, AND THE FINANCE ACT, 1899,  
AND SECTION 39 OF THE FINANCE ACT, 1920.

\_\_\_\_\_  
COMPANY LIMITED BY SHARES.  
\_\_\_\_\_



Duty at the rate of 20s. for every £100 should be impressed here.

Statement of the Nominal Capital  
OF

*Ernest Mellings*



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.)

REGISTERED  
170742  
16 NOV 1923

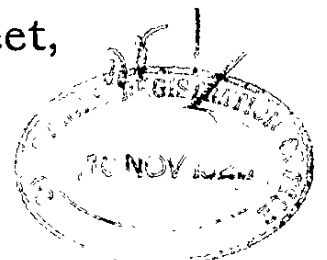
This Statement is to be Lodged with the Memorandum of Association and other Documents when the Registration of the Company is applied for.

HUTTON, HARTLEY & Co.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,  
MANCHESTER.

Presented for filing by



THE NOMINAL CAPITAL

OF

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

.....  
*Ernest Melling* LIMITED,  
.....  
is *Fifteen thousand* \_\_\_\_\_ Pounds  
divided into *Fifteen thousand* \_\_\_\_\_ Shares  
of *One pound* \_\_\_\_\_ each.

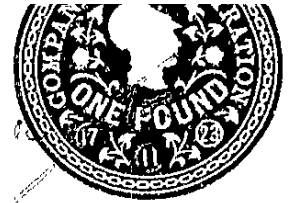
Signature *Ernest Melling*  
Description *Director*

Dated the *fourteenth* day  
of *November* 19*23*.

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



The Companies Acts, 1908



COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# ERNEST MELLING LIMITED.



1. The name of the Company is "ERNEST MELLING 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 the business of a Baker, Confectioner and Flour Merchant now carried on by Ernest Melling at "Lion Bakery" Farnworth in the County of Lancaster and the property, goodwill and stock in trade thereof and with a view thereto to enter into an Agreement therefor and to carry the same into effect with or without modification.
  - (B) To carry on as a Joint Stock Company Limited the business of Bakers and Confectioners and of Millers, Dealers in Flour, Meal and other breadstuffs, Corn Merchants, Caterers and Suppliers of Refreshments, Dealers in Wine, Spirits, Beer, Ales and other liquors, and in aerated and mineral waters, Tea, Coffee, Cocoa, Chocolate and the like and to acquire, erect, take on lease or hire bakehouses, ovens, furnaces, shops, warehouses, offices and other messuages and to open and carry on shops and places of business and to make deliveries of goods dealt in by the Company.
  - (C) 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.

*alr*

REGISTERED  
170744  
16 NOV 1923

Presented for filing by:-

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*f*

- (D) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any options, rights, privileges, or easements over or in respect of any land or property, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead 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.
- (E) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, shops, 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.
- (F) 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.
- (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, protections, and concessions, and the like, conferring any exclusive or non-exclusive right to use any secret or information 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.

- (ii) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, dispose of, turn to account, transfer, grant, or otherwise deal with, all or any part of the property, rights, or options of the Company.
- (i) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.
- (j) To lend and advance money or give credit to such persons 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.
- (k) 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.
- (l) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest 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 conducted so as directly or indirectly to benefit this Company.
- (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 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 procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or Place.
- (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, whether 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.
- (r) To pay all or any expenses incurred in connection with the formation, promotion, 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 promote any other company for the purpose of acquiring all or any of the 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 the shares or securities of any such company as aforesaid.

- (r) To sell or otherwise dispose of the whole or any part of the undertaking 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.
- (s) 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.
- (v) 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 Capital of the Company is £15,000 divided into 15,000 Shares of £1 each. The Company has power from time to time to increase or reduce its Capital, and to issue any Shares in the original or increased Capital, with preferred, deferred, or other special rights, or such restrictions, whether in regard to Dividend, voting, return of Capital, or otherwise, as the Company may from time to time by Special Resolution determine: Provided always that if and whenever the Capital of the Company is divided into Shares of different classes, the rights and privileges of any such class (unless otherwise provided by the terms of issue of the Shares of such class) may be varied with the consent in writing of the Holders of three-fourths of the issued Shares of such class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the Holders of the Shares of that class. At every such separate General Meeting the quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of such class.

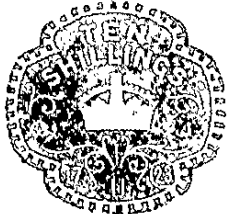
We, the several persons, whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS,	Number of Shares taken by each Subscriber.
<i>Ernest Melling</i> <i>18 Green Lane</i> <i>Bolton</i> <i>Master Baker</i>	<i>one</i>
<i>Sarah Melling</i> <i>18 Green Lane</i> <i>Bolton</i> <i>Wife of Ernest Melling</i>	<i>one</i>

Dated the *14<sup>th</sup>* day of *November* 1923.

Witness to the above Signatures—

*Shubson*  
*Solicitor*  
*Tamworth*



170745



"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# ERNEST MELLING LIMITED.

### PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to the Companies (Consolidation) Act, 1908 (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 2, 5, 12, 21, 22, 23, 29, 35 to 40, 46, 68, 69, 70, 73, 77, 88, 111 and 114 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 may purchase or otherwise acquire and undertake upon such terms and conditions as they think fit, the business of a Baker, Confectioner and Flour Merchant now carried on by Ernest Melling at "Lion Bakery" Farnworth in the County of Lancaster and all or any part of the property, goodwill and liabilities of the said firm in connection with the said business; and with that object to enter into the Agreement mentioned in Clause 3 (A) of the Memorandum of Association.

The basis on which the Company is established is that the Company shall acquire the property, goodwill and liabilities hereinbefore mentioned; and no objection shall be taken to the said Agreement on the ground that the Vendor thereof is to be the first Director of the Company, and accordingly it shall be no objection to the said arrangement that the Vendor as promoter and Director stands in a fiduciary position towards the Company or that the first Directors of the Company do not in the circumstances constitute an independent board and every member of the Company present and future is to be deemed to join the Company on this basis.

Any promoter or Director shall not 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

REGISTERED

170745

16 NOV 1923



being 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 shall not offer any of its Shares or Debentures to the public for subscription.

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

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.

#### CALLS ON SHARES.

6. The Directors may from time to time make Calls upon the Members in respect of all moneys unpaid on their Shares, and each Member shall, subject to receiving notice, specifying the time and place for payment, pay the amount of Calls so made to the persons and at the times and places appointed by the Directors.

7. A Call may be made payable by instalments.

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

9. If the Call payable in respect of any Share or any instalment be not paid before or on the day appointed for payment thereof, the Holder for the time being of such Share shall be liable to pay interest for the same at such rate, not exceeding Ten pounds per centum per annum, as the Directors shall determine from the day appointed for the payment of such Call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

10. If by the terms of the issue of any Shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, every such amount or instalment shall be payable as if it were a Call duly made by the Directors, and of which due notice had been given; and all the provisions hercof with respect to the payment of Calls and interest thereon, or to the forfeiture of Shares for non-payment of Calls, shall apply to such amount or instalments and the Shares in respect of which they are payable.

11. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled or unpaid upon any Shares held by him.

#### FORFEITURE OF SHARES.

12. When any Shares shall have been forfeited, an entry shall forthwith be made in the Register of Members of the Company stating the forfeiture and the date thereof, and so soon as the Shares so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

13. The lien conferred by Clause 9 of Table A shall attach to fully paid 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.

14. An entry in the Minute Book of the Company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons entitled to such shares that the said shares were properly forfeited or sold, and such entry, and the receipt of the Company for the price of such shares shall constitute a good title to such shares and the name of the purchaser shall be entered in the Register as a Member of the Company and he shall be entitled to a Certificate of Title to the shares and shall not be bound to see to the application of the purchase money. The remedy (if any) of the former holder of such shares and of any person claiming under or through him, shall be against the Company, and in damages only

#### TRANSFER OF SHARES.

15. The Directors may, in their absolute and uncontrolled discretion, refuse to register any proposed transfer of Shares; and shall not be called upon to give any reason therefor, and Clause 20 of Table A shall be modified accordingly.

16. No shares in the Company shall be sold or transferred by any Shareholder or trustee in Bankruptcy, or personal representative of any Shareholder, unless and until the right of pre-emption hereinafter conferred shall have been exhausted.

17. Every Shareholder or trustee in bankruptcy who may desire to sell or transfer any Shares in the Company, and every personal representative of a deceased Shareholder who may desire to sell or transfer any Shares of such deceased Shareholder, shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Directors his agents for the sale of such Shares to any Members or Member of the Company at a price to be agreed upon between the party giving such notice and the Directors, and in case of difference, to be determined by the Auditor of the Company, whereupon the Directors shall forthwith give notice to each of the Shareholders (other than the Shareholders desiring to sell or transfer the said Shares) stating the number and price of such Shares, and inviting the person to whom the notice is sent to state in writing, within twenty-one days from the date of such notice, whether he is willing to purchase any, and if so, what maximum number of Shares. At the expiration of such twenty-one days the Directors shall apportion such Shares amongst the Shareholders (if more than one) who shall have expressed their desire to purchase the same, and as far as may be, *pro rata*, according to the number of Shares already held by them respectively, or if there be only one such Shareholder the whole of such Shares shall be sold to him, provided that no Shareholder shall be obliged to take more than the maximum number of such Shares stated in his answer to the said notice. Upon such apportionment being made, or such one Shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such Shares shall be bound, upon payment of the said price, to transfer the Shares to the respective Shareholders or to the single Shareholder who shall have agreed to purchase the same.

#### DIVIDENDS.

18. The Company may at any time pass a resolution declaring that any undivided profits of the Company (including any profits which may have been set aside for depreciation repair and maintenance of buildings and plant when such sums or funds are in excess of the requirements of the Company for those purposes and any sums at any time received as premiums upon the issue of shares) shall be capitalised and upon the passing of such resolution the amount specified in the same shall be deemed to be capitalised in manner provided in this article.



## BORROWING POWERS.

19. The Directors may at their discretion raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage lien or charge upon 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 Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued.

20. The Register of Mortgages shall be open to inspection by any Creditor or Member of the Company without payment, and by any other person on payment of the sum of One Shilling for each inspection.

21. 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 Holder of any such Debentures and of any Holder of Shares in the Company at any time subject to such restrictions as the Company may in General Meeting impose. The Directors may close the said Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

22. Any Debentures, Bonds, or other securities may be issued at a discount or otherwise.

## GENERAL MEETINGS.

23. A General Meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the Directors. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

## VOTES OF MEMBERS.

24. A poll shall be taken whenever demanded by two Members together holding or representing by proxy not less than one-tenth of the Capital of the Company for the time being issued; and Clause 56 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

25. A corporation being a Member of the Company may by minute of its directors, appoint any person to act as its representative at any Meeting of the Company, and such representative shall be entitled to exercise the same functions on behalf of the corporation which he represents as if he had been an individual Member of the Company.

26. Upon a show of hands every Member present in person shall have one vote only. Upon a poll every Member present in person or by proxy shall have one vote for every Share held by him, upon which there are no Calls in arrear.

#### DIRECTORS.

27. The number of Directors shall not be less than two or more than five.

28. The following persons shall be the First Directors of the Company, viz.:—

ERNEST MELLING.

*Sarah Melling.*

There shall be added to Clause 85 of Table A the words "Provided always that the total number of Directors shall not "at any time exceed the maximum hereinbefore mentioned."

29. The qualification of every ordinary Director shall be the holding in his own right and as sole holder, of Shares of the Company to the nominal value of not less than £100. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within two months of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company so many Shares as shall be necessary to make up with the Shares (if any) which he then holds the amount of his said qualification and his name shall be entered in the Register of Members accordingly.

30. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Any resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors. The quorum of Directors for transacting business shall unless otherwise fixed by the Directors be two.

#### DISQUALIFICATION OF DIRECTORS.

31. 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 be convicted of an indictable offence.
- (D) If he cease to hold the necessary qualification in Shares or do not obtain the same within two months from the date of his appointment.
- (E) If he absent himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (F) 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.

32. A Director 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 Board at or before the time when such contract, arrangement or dealing is determined upon his interest therein, or, if such interest is subsequently acquired, provided that he, on the first occasion possible discloses to the Board the fact that he has acquired such interest. But except in respect of the Agreement referred to in Article 2 hereof 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, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration.

#### MANAGING DIRECTORS.

33. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such time and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit and a Director so appointed shall not, while holding such office, be subject to retirement by rotation or be taken into account in determining

the rotation of retirement of Directors, but his appointment shall be subject to determination *ipso facto* if he shall cease from any cause to be a Director, or if the Company in General Meeting shall resolve that his tenure of such office be determined.

34. The Directors may from time to time confer upon and entrust to 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 impose, and the said powers may at any time be withdrawn, revoked, or varied.

#### NOTICES.

35. 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.

36. Where a notice is sent by post it shall be deemed to have been served at the expiration of twenty-four hours after it was posted and Clause 110 of Table A shall be modified accordingly.

#### WINDING UP.

37. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company, including any shares in other companies, may be divided between 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.

38. The assets of the Company available for distribution among the Members shall be applied—First, in repaying to the Holders of Preference Shares (if any) the amounts paid up or credited as paid up on such Preference Shares respectively; Secondly, in repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Holders of Ordinary Shares in the Company in proportion to the number of Shares held by them respectively.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

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Ernest Melling  
18 Green Lane  
Bolton  
Master Baker

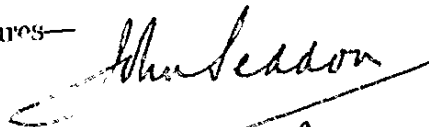
Sarah Melling  
18 Green Lane  
Bolton

Wife of Ernest Melling

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Dated the 14<sup>th</sup> day of November 1923.

Witness to the above Signatures—

  
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Solicitor  
Larnworth

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