

"THE COMPANIES ACTS, 1908 to 1917."

Declaration of Compliance



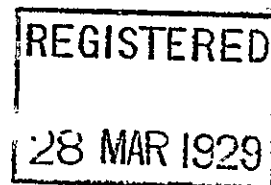
A
Companies
Registration
Fee Stamp
of 5s.
must be
impressed
here.

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

**J.K.NICKOLS & CO
LIMITED.**



(See Page 2 of this Form.)

CL. 6785

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0434 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

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

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

Presented for filing by



J

ERNEST FARRINGTON

of 100/106 Corn Exchange Buildings Cathedral Street Manchester
in the County of Lancaster

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

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

J.N.NICHOLS & CO 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.

Declared at Manchester
in the County of Lancaster

the 22nd day of March, 1929

One thousand nine hundred and twentynine

before me,

W. H. Holstun
A Commissioner for Oaths.

Ernest Farrington

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

DECLARATION OF COMPLIANCE

WITH THE

REQUIREMENTS

OF

THE COMPANIES (CONSOLIDATION)

ACT, 1908.

2

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

COMPANY LIMITED BY SHARES.



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

Statement of the Nominal Capital

OF



.....
J.N.NICHOLS & CO.



LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as amended by Section 7 of The Finance Act, 1899; and by Section 39 of The Finance Act, 1920.

(See Page 2 of this Form.)

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

CL 6932

TELEGRAMS: "CERTIFICATE, FLEET, LONDON"

TELEPHONE: HOLBORN 0434 (2 LINES)

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

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

and 15 BROAD STREET PLACE, E.C. 2.

Presented for filing by



THE NOMINAL CAPITAL

OF

J.N.NICHOLS & CO. LIMITED,

is Forty Thousand ----- Pounds,

divided into Forty Thousand ----- Shares

of One Pound each.

Signature

J.N. Nichols

Description

Director

Dated the *27* day

of *March* 1929

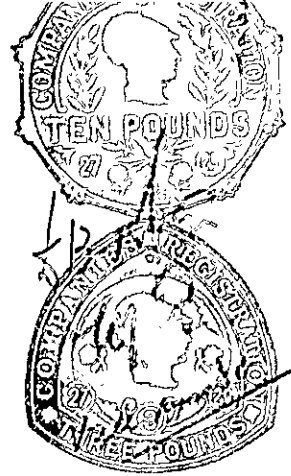
*** This Statement should be signed by an Officer of the Company*

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



238303

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"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

J. N. NICHOLS & CO., LIMITED.



1. The Name of the Company is "J. N. NICHOLS & CO., LIMITED."

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

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

(a) To acquire and take over as a going concern and carry on the business of a Manufacturing Chemist, Drug Merchant, and Essence Distiller now carried on by JOHN NOEL NICHOLS at Britannic Works, Ayres Road, Manchester, in the County of Lancaster, under the style or firm of "J. N. NICHOLS & Co." together with all or any of the real and personal property and assets of the proprietor of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said JOHN NOEL NICHOLS of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.

REGISTERED
28 MAR 1929

Presented for filing by:-



- (b) To carry on in any part of the world, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of Manufacturing Chemists, Rectifiers, Distillers, Oil Refiners, Wholesale Druggists, Drysalters, Importers and Manufacturers of and Dealers in Pharmaceutical, Medicinal, Chemical, Industrial, and other Preparations and Articles, Manufacturers of Essences and Essential Oils, Perfumers, Manufacturers of Ingredients for Aerated, Mineral, and Artificial Waters and other Drinks, Brewers, Chemists, Spice Merchants, Soap and Cosmetic Manufacturers, Biscuit and Cake Manufacturers, Manufacturers of Artificial Products for Perfumery and Flavouring and all Raw Materials for Perfumery, Makers of and Dealers in Patent or Proprietary Articles of all kinds, and of Electrical, Photographical, Surgical, and Scientific Apparatus and Materials, and as Vendors, Purchasers, Manufacturers and Retailers of and Agents for Goods, Stores, Materials, and Effects of all kinds, whether included in the above particular descriptions or not, and in any of their cognate branches, and any business of any kind auxiliary or ancillary thereto.
- (c) To acquire by purchase or otherwise any patent or other rights for the making, using, exercising, or vending in any part of the world of any inventions or articles in any way relating to or which can be used in connection with such businesses aforesaid, and to sell the same or grant licences to any person or company to manufacture or sell any of such inventions or articles as aforesaid.
- (d) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals, and by granting prizes, rewards, and donations, and to carry on and conduct prize

and competition schemes or any scheme or arrangement of any kind either alone or in conjunction with any other person, firm, or company whereby the above businesses or any of them may be promoted or developed or whereby the Company's products may be more extensively advertised and made known.

- (e) To print and publish, edit, buy, sell, and dispose of books, magazines, and every other sort of publication relating to chemical, medical, surgical, and health matters, and to acquire, purchase, register, or obtain any interest in the copyright of any book, paper, pamphlet, composition, or treatise.
- (f) To establish and provide all kinds of conveniences and attractions for customers and others, and in particular reading, writing, and smoking rooms, lockers and safe deposits, telephones, telegraphs, clubs, stores, shops, lodgings, and lavatories.
- (g) 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.
- (h) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, 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.
- (i) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences,

banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.

- (j) 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 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.
- (k) 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.
- (l) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (m) To invest and deal with the moneys of the Company not immediately required in such Shares or upon such securities and in such manner as may from time to time be determined.
- (n) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (o) 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.
- (p) 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.
- (q) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (r) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority,

corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

- (s) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (l) 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.
- (u) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (v) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.
- (w) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments

towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

- (*v*) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (*y*) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (*z*) 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.
- (*aa*) To procure the Company to be registered or recognised in any Dominion or Dependancy and in any Foreign Country or Place.
- (*bb*) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

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

4. The liability of the Members is Limited. ✓

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

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>John Noel Nichols Britanne Works Ayres Road Manchester. S.W. Manufacturing Chemist</p>	<p>one</p>
<p>John Stewart Smith & Co John Dalton Street Manchester Cotton Chemist</p>	<p>One.</p>

Dated the 22nd day of March, 1929.

Witness to the above Signatures—

Arthur J. L. L. L. L.
 Solicitor,
 100/106, Corn Exchange Buildings,
 Manchester



238303

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Handwritten signature or initials.

"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

Articles of Association

OF

J. N. NICHOLS & CO., LIMITED.

REGISTERED
28 MAR 1929

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, 24, 29, 35 to 40, 46, 47, 68, 70, 73, 77, 84, 85, 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.

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2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (a), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said Agreement by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendor without any independent valuation having been made,



Handwritten mark or signature.

or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding fifteen per cent. of the nominal amount of the Shares subscribed or agreed to be subscribed, or the subscription whereof is procured or agreed to be procured.

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

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

(b) The number of the Members of the Company (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.

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

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

SHARE CAPITAL AND SHARES.

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

7. Subject to the provisions of the Agreement referred to in Article 2 hereof, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit. Shares may be issued at par or at a premium.

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

10. If any Member fail to pay any Call or instalment of a Call on the day appointed for payment thereof the Directors may, at any time thereafter during such time as any part of the Call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the Call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such nonpayment.

11. The notice mentioned in the last preceding Article hereof shall state the place at which the payment required by such notice is to be made; and Clause 25 of Table A shall be modified accordingly.

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

13. The lien conferred by Clause 9 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of several joint Holders.

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 claiming to be 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 not be bound to see to the application of the purchase money, nor shall his title to the said Shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or sale. 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.

15. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 20 of Table A shall be modified accordingly.

BORROWING POWERS.

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

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

GENERAL MEETINGS.

18. A General Meeting of the Company shall be held once in each year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary" Meetings; all other General Meetings shall be called "Extraordinary."

19. The accidental omission to give notice of a General Meeting to any Member shall not invalidate the proceedings at such Meeting.

20. A General Meeting may, with the written consent of all the Members, be convened by less than seven days' notice and in such manner as the Members may think fit; and Clause 49 of Table A shall be modified accordingly.

21. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 51 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

22. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 56 of Table A shall be modified accordingly.

DIRECTORS.

23. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

24. The following persons shall be the first Directors of the Company: JOHN NOEL NICHOLS, of Britannic Works, Ayres Road, Manchester, S.W., Manufacturing Chemist, and JOHN STEWART SMITH, of 44 John Dalton Street, Manchester, Chartered Accountant. The said JOHN NOEL NICHOLS shall be a Permanent Director of the Company, and shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 29 hereof; and accordingly Clauses 7S to 83 and Clause 86 of Table A shall not apply to him.

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

26. The qualification of every 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 One Hundred Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

27. A memorandum in writing signed by all the Directors for the time being and pasted in or attached to the Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

28. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.

DISQUALIFICATION OF DIRECTORS.

29. 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 Share qualification or do not obtain the same within one calendar month from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of six calendar 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.

30. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the 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. Any Director may vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout.

MANAGING DIRECTOR.

31. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing

Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

NOTICES.

32. 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.

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

WINDING UP.

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

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

John Noel Hulsh
Britannic Works
Ayres Road
Manchester S.W.
Manufacturing Chemist.

John Stewart Smith
44 John Dalton Street
Manchester.
Chartered Chemist.

Dated the 22nd day of March, 1929.

Witness to the above Signatures—

Walter Farrington
Solicitor,
100/106, Corn Exchange Buildings,
Manchester.

N. 238303



Certificate of Incorporation

I Hereby Certify, That

J. N. NICHOLS & CO., 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 twenty-eighth day of March One Thousand Nine Hundred and twenty-nine.

Registrar of Joint Stock Companies.

Certificate received by



Date