

THE COMPANIES ACTS 1948 TO 1980.

Declaration of compliance with the requirements on application for registration of a company

41a



Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold block lettering

*Insert full name of Company

†Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[] [] [] []

1680259

Name of Company

COUNTER LINE LIMITED

JEAN BROWN
of 13 STONELEIGH AVENUE
SALE, CHESHIRE

do solemnly and sincerely declare that I am A PERSON NAMED AS DIRECTOR OF THE COMPANY
IN THE STATEMENT DELIVERED UNDER SECTION 21 OF THE COMPANIES ACT
of 1976
COUNTER LINE LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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 HALE IN THE COUNTY OF GREATER
MANCHESTER

Signature of Declarant

the 29TH day of OCTOBER
One thousand nine hundred and 82

before me [Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and reference (if any):

For official use New companies section	Post room

Memorandum of Association

THE COMPANIES ACTS, 1948 to 1981

COMPANY LIMITED BY SHARES

1680259

ACCEPT UNSTAMPED £ 50

NC/ET 18902

SIGNED *M. S. O.*

DATE *8/11/82*

OF COUNTER LINE LIMITED ✓

1. The name of the Company is COUNTER LINE 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, wholesalers, retailers and hirers of, and dealers in, all types of catering and vending machines, equipment and apparatus and to carry on all or any of the businesses of caterers and refreshment contractors, proprietors of restaurants, cafes, sandwich bars, shops, kiosks, hotels, motels, casinos, clubs and discotheques, licensed victuallers, distributors of, and dealers in cooked, prepacked and prepared foods, meats, preserves, provisions and comestibles of all kinds, ice creams, wines, spirits, beer, soft drinks, cigars, cigarettes, tobacco, fruit, flowers and other table decorations, fancy goods, novelties and articles of all kinds, manufacturers, wholesalers and retailers of catering equipment, and requisites of every description, bakers, pastry cooks, confectioners, grocers, and provision merchants.

Kesteven
See DE V (2)



- (b) To carry on any other business 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 property or rights of the Company.
- (c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, 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, testing or improving any such patents, inventions or rights.
- (d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.
- (e) To acquire and undertake the whole or any part of the business, goodwill, assets, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.
- (g) To enter into any arrangements with any governments or authorities supreme, local, municipale, or otherwise, or any company or person that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (h) To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- (i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.
- (j) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, debenture stock or other securities of any other company.
- (k) To establish or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (l) To advance and lend money or give credit, with or without security to customers and others, to enter into guarantees, contracts or indemnity and suretyships of all kinds, to receive money on deposit or loans and to become security for any persons, firms or companies.
- (m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect to 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 or other securities of the Company.
- (o) To remunerate any person, firm or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a Director, employee or otherwise, and his family and dependents, to make payments towards insurance, and to establish form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools, and other institutions for the benefit of any such persons aforesaid.

- (q) To distribute among the members of the Company any property of the Company of any kind or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital of the Company be made except with the sanction for the time being required by law.
- (r) To procure the Company to be registered or recognised in any part of the world.
- (s) 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 in any part of the world through or by means of agents, subcontractors or others.
- (t) To improve, develop, manage, grant rights or privileges in respect of, construct, repair, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences, turn to account, grant options in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.
- (u) 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.
- (v) To do all or any of the matters or things aforesaid in any part of the world and to do such matters or things either as principals, agents, contractors or otherwise and by or through agents, contractors, or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

4. The liability of the members is limited. *C*

5. The share capital of the Company is £ 25,000 *C* divided into
25,000 shares of £ 1 each.

We, the several persons, whose names and addresses 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 out opposite our respective names.

Names, Addresses and Descriptions
of Subscribers

Number of Shares taken
by each Subscriber

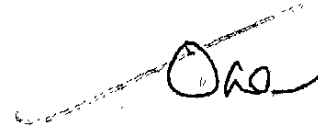
JEAN BROWN

14 Stoneleigh Avenue
Sale
Cheshire

Company Director



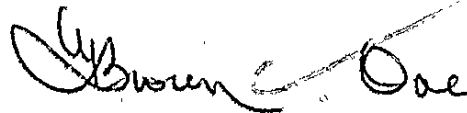
One



GRAHAM BROWN

14 Stoneleigh Avenue
Sale
Cheshire

Company Formation Manager

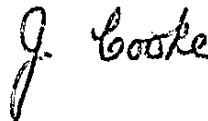


One

Dated the 29th day of October 19 82

Witness to the above Signatures:

JEAN COOKE
14 Abbey Road
Sale
Cheshire



Company Formation Assistant

Articles of Association

THE COMPANIES ACTS, 1948 to 1981

COMPANY LIMITED BY SHARES

1680259 / 4

OF COUNTER LINE LIMITED

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Acts, 1948 to 1981 (hereinafter referred to as "the Acts") and subject as hereinafter provided the regulations contained or incorporated in Part I of Table A in The First Schedule to the Companies Act, 1948 as in force at the date of incorporation of the Company (hereinafter referred to as "Table A, Part I") shall apply to the Company.
2. Regulations 22, 24, 53, 71, 84(2), 84(4), 88, 89, 90, 91, 92 and 99 of Table A, Part I in the said Schedule shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Table A, Part I subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. The Company is a private company limited by shares and, accordingly,
 - (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company, and
 - (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the publicare prohibited
4. The directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit, subject to the provisions of Articles 3 and 5 hereof and provided that no shares shall be issued at a discount.

5. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined, and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company. The provisions of section 17 of the Companies Act 1980 shall have effect only insofar as they are not inconsistent with this Article:

LIEN

6. In Regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

BORROWING POWERS OF DIRECTORS

7. The Proviso to Regulation 79 of Table A, Part I, shall not apply to the Company.

DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting, the number of the directors shall be not less than one nor more than five.
9. The first director or directors of the Company shall be determined in writing by the subscribers to the Memorandum of Association.
10. A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
11. A person may be appointed a director of the Company notwithstanding that he has attained the age of seventy years and no director shall be liable to vacate office by reason only of his having attained that age or any other age.
12. The office of a director shall be vacated if the director:
- (i) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (ii) becomes prohibited from being a director by reasons of any order made under the Acts, or
 - (iii) becomes of unsound mind, or
 - (iv) resigns his office by notice in writing to the Company, or
 - (v) is removed from office by a resolution duly passed in accordance with the Acts.

13. Any director may in writing appoint any person who is approved by the majority of the directors, to be his alternate to act in his place at any meeting of the directors, at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the directors and to attend and vote thereat as a director when the person appointing him is not personally present, and where he is a director to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the director appointing him and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification.

PROCEEDINGS OF DIRECTORS

14. The necessary quorum for the transaction of the business of the directors may be fixed by them and unless so fixed shall, when one director only is in office, be one, and shall, when more than one director is in office, be two.

INDEMNITY

15. Subject to the provisions of the Acts and in addition to such indemnity as is contained in Regulation 136 of Table A, Part I, every director, managing director, agent, auditor, secretary or other officer of the Company, shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

TRANSFER OF SHARES

16. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up the instrument of transfer shall in addition be signed by or on behalf of the transferee.

SECRETARY

17. The first secretary of the Company shall be the person named in the statement delivered to the registrar of companies pursuant to the Acts.

Names, Addresses and Descriptions
of Subscribers

JEAN BROWN
14 Stoneleigh Avenue
Sale
Cheshire

Company Director

Jean Brown

GRAHAM BROWN
14 Stoneleigh Avenue
Sale
Cheshire

Company Formation Manager

Graham Brown

Dated the 29th day of October 1982

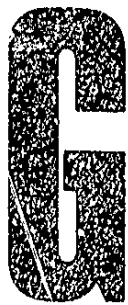
Witness to the above Signatures:

JEAN COOKE
14 Abbey Road
Sale
Cheshire

Company Formation Assistant

J Cooke

1



THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold block lettering

Company number

1680259/5

Name of Company

COUNTER LINE Limited*

* delete if inappropriate

The intended situation of the registered office of the company on incorporation is as stated below

158 ASHLEY ROAD
HALE
CHESHIRE

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

[Empty box for agent's name and address]

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

Presenter's name, address and reference (if any):

For official use
General section

Postroom



The name(s) and particulars of the person who is, or, the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1946. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	JEAN BROWN	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	14 STONELEIGH AVENUE SALE, CHESHIRE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	KESTRIAN REGISTRATIONS (NORTHERN) LIMITED		
I hereby consent to act as director of the company named on page 1			
Signature	<i>Jean Brown</i>	Date	29.10.82

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not write in this binding margin



The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (notes 2 & 7)	GRAHAM BROWN	
Former name(s) (note 3)		
Address (notes 4 & 7)	14 STONELEYS AVENUE. SALE. CHESHIRE	
I hereby consent to act as secretary of the company named on page 1		
Signature		Date 29.10.82

Name (notes 2 & 7)		
Former name(s) (note 3)		
Address (notes 4 & 7)		
I hereby consent to act as secretary of the company named on page 1		
Signature		Date

* as required by section 21(3) of the Companies Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as appropriate

Signature		[Subscriber] [Agent]†	Date	29.10.82
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Signature		[Subscriber] [Agent]†	Date	29.10.82
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FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1680259

I hereby certify that

COUNTER LINE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as a private company and that the Company is limited.

Given under my hand at Cardiff the

22ND NOVEMBER 1982

A handwritten signature in black ink, appearing to read 'R. J. [unclear]', is written over the printed name of the Assistant Registrar.

Assistant Registrar of Companies