

de la Oriental Café

~~COMPANY, LIMITED.~~

19240

21 JUN 1894

STATEMENT of the Nominal Capital made pursuant to 511 of 51 Vict.,

8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the

inal Capital is Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,

the Company is registered.

nted for registration by

CH Hodges

12 New Court Carey St ~

The NOMINAL CAPITAL of the Woods' Great Lakes Paper

Company, Limited,

is £ 5000, divided into 5000 shares of £ 1

each.

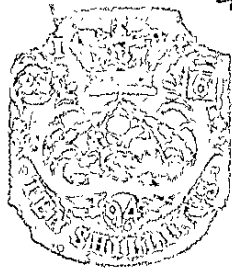
Signature C. H. Hodges

Agent for

Description the Solos of the Co.

Date 20 June 1894

This statement should be signed by an Officer of the Company.



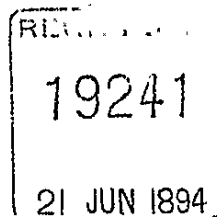
41420 (N) 40430



The Companies' Acts, 1862 to 1893.

COMPANY LIMITED BY SHARES.

Memorandum of Association



OF

LLOYD'S ORIENTAL CAFÉ
LIMITED.

1. The name of the Company is "Lloyd's Oriental Café, 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 in Bristol or elsewhere the business of Refreshment House Keepers, Shopkeepers, Confectioners, Coffee Roasters, and Wholesale and Retail Dealers in Tea, Coffee, Tobacco and Cigars, and any Trade or Business ancillary thereto, or which the Directors may think can be conveniently carried on in connection with such businesses or any of them.

b. To acquire, construct, maintain, alter, and improve offices, buildings, premises and machinery necessary or convenient for the purpose of carrying on the business of the Company.

c. To apply for, purchase, obtain licenses for, or otherwise acquire any patents, registered designs, copyrights, trade marks, licenses, concessions, and the like, conferring any exclusive, or non-exclusive, or limited right to use, or any secret or other information as to any invention, which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit this Company, and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property rights or information so acquired.

d. 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 profitable any of the Company's property or rights.

e. To acquire and undertake the whole or any part of the business, property and liabilities of any person or Company, carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

f. To enter into partnership or into any arrangement for sharing profits, union of interests, or co-operation, with any other person or Company, in relation to any business or undertaking which the Company is authorised to engage in, or capable of being conducted so as directly or indirectly to benefit this Company.

g. To sell, or dispose of the property and undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.

h. To promote any Company for the purpose of acquiring, all or any, of the property and liabilities of this Company, or for any other purpose which may seem directly, or indirectly, calculated to benefit this Company.

i. Generally to purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

k. To invest and deal with the moneys of the Company not immediately required, upon such securities, and in such manner, as may from time to time be determined.

l. To borrow or raise or secure the payment of money in such other manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, including its uncalled capital.

m. To remunerate any person or Company, for services rendered, or to be rendered in placing or assisting to place, shares in, or any debentures, or other securities of the Company, or in or about the formation, promotion, and registration of the Company, or the conduct of its business, and to pay any expenses of and incidental to the formation, promotion, and registration of the Company.

n. To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.

o. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, hire, turn to account, or otherwise deal with, all or any part of the property and rights of the Company.

p. To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.

q. To do all such other things as are incidental, or as the Company may think conducive to, the attainment of any of the above objects.

4. The liability of the members is limited.

5. The capital of the Company is £5,000, divided into 5,000 shares of £1 each, with power to increase or reduce such capital. The whole or any part of such original capital, may be issued by the Directors, at any such time and times, and in such sums, and in such series, and on such conditions, and on such terms as regards preference and guarantee privileges (whether as to capital or dividend) or otherwise as may be determined by or in accordance with the regulations of the Company.

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 opposite our respective names.

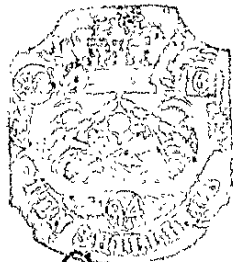
Names, Addresses, and Description of Subscribers.	Number of Shares.
<i>Frederick James Alder</i> <i>49 Broad St. Bristol</i> <i>Auctioneer & Valuer</i>	one
<i>Philip James Lloyd. 7 Redland Park</i> <i>Bristol. Sea Merchant</i>	one
<i>Geo. Nicholas Esq. 49. Broad St. Bristol</i> <i>Auctioneer & Valuer</i>	one
<i>Arthur Lloyd 45. Kingsdown Parade.</i> <i>Bristol Sea Merchant.</i>	one.
<i>Frederick George Salisbury 24 Broad</i> <i>Street Bristol Solicitor</i>	One
<i>Leah & Co. Esq. 22</i> <i>41 Fota St. Bristol</i> <i>Solicitor</i>	one
<i>Robert-Dunn</i> <i>24 High St Bristol</i> <i>Clothier</i>	one

Dated the 11th day of June 1894

Witness to all the above signatures

Martin Griffiths
Solicitor

Bristol



41420CM/40435.



The Companies' Acts, 1862 to 1893.

Articles of Association

OF

LLOYD'S ORIENTAL CAFÉ LIMITED.

RECEIVED
19242
21 JUN 1894

PRELIMINARY.

1. The regulations contained in the Table marked A, in the first Schedule to the Companies' Act, 1862, shall not apply to the Company.

2. In these presents, unless there be something in the subject or context inconsistent therewith,

"The Company," means Lloyd's Oriental Café, Limited.

"The Office," means the Registered Office for the time being of the Company.

"The Register," means the Register of Members to be kept pursuant to section 25 of the Companies' Act, 1862.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned to them respectively by the Companies' Act, 1862, sections 51 and 129.

"Month," means Calendar Month.

"The Seal," means the Common Seal of the Company.

"The Directors," means the Directors for the time being.

*New
Arts
All done
245
F Vol 2.
by [signature]*



"In Writing," means written or printed, or partly written and partly printed.

Words importing the singular only include the plural number, and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include Corporations.

3. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors, in their absolute discretion shall think fit, and notwithstanding that part only of the shares may have been taken.

SHARES.

4. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms, at such times, and with such preference or priority in the distribution of assets or in respect of dividend or both and with either cumulative or non-cumulative preference dividends and with any special privileges to the holders of such shares whether as to priority of payment of capital or dividend or otherwise as the Directors may think fit and with and subject to such conditions as they may think proper. And as to all or any shares to be issued whether as preference shares or ordinary shares and whether or not subject to any special privileges or conditions the Directors may issue or allot the same upon such terms and conditions as they may think proper as to payment by way of deposit or call and as to the amount of call and the time of payment thereof. Provided always that no share shall be issued with any preference or priority without the consent of a General Meeting.

5. If by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

6. The joint holders of a share shall be severally, as well as jointly liable for the payment of all instalments and calls due in respect of such share.

7. In case of the death of any one or more of the joint registered holders of any share, the survivors shall be the only persons recognised by the Company, as having any title to, or interest in such shares.

8. The Company may exercise the powers given by the Companies' Seals Act, 1864.

CERTIFICATES.

9. The certificates of title to shares shall be issued under the seal of the Company, and signed by two Directors, and countersigned by the Secretary.

10. Every member shall be entitled to one certificate for all the shares registered in his name, or to several certificates each for a part of such shares. Every certificate of shares shall specify the number of the shares in respect of which it is issued, and the amount paid up thereon.

11. If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors or in default of proof on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

12. The sum of 2s. 6d., or such smaller sum as the Directors may determine, shall be paid to the Company for every certificate issued.

13. The certificates of shares, registered in the names of two or more persons, shall be delivered to the person first named on the register in respect thereof.

CALLS.

14. The Directors may from time to time make such calls as they think fit upon the members, in respect of all monies unpaid on the shares held by them, and not by the conditions of allotment thereof made payable at fixed times; and each member shall pay the amount of every call so made on him, to the persons, and at the time and place appointed by the Directors. A call may be made payable either in one sum or by two or more instalments.

15. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

16. One month's notice at the least of any call shall be given, specifying the time and place of payment, and to whom such call shall be paid.

17. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of £10 per cent. per annum, from the day appointed for payment thereof to the time of the actual payment. But the Directors may, where they think fit, remit altogether or in part any sum becoming payable as interest under this clause.

18. The Directors may receive from any member, willing to advance the same, and upon such terms and conditions as they think fit, all or any part of the monies due upon the shares held by such member beyond the sums paid up or payable thereon, and in particular such monies may be received upon the terms that interest shall be paid thereon, or on so much thereof as for the time being exceeds the amount called up.

TRANSFER & TRANSMISSION OF SHARES.

19. Shares shall be transferable subject to the following provisions. The instrument of transfer shall be signed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the shares until the name of the transferee is entered in the register in respect thereof.

20. The instrument of transfer of any share shall be in the following form, or as near thereto as circumstances will admit.

I, A.B. of _____ in consideration of the sum of _____
 paid to me by C.D. of _____ (hereinafter called
 the said transferee) do hereby transfer to the said transferee the share (or
 shares) numbered _____ standing in my name in the books of
 Lloyd's Oriental Café, Limited. To hold, unto the said transferee, his executors,
 administrators, and assigns, subject to the several conditions on which I held the
 same at the time of the execution hereof. And I, the said transferee, do hereby
 agree to take the said share (or shares) subject to the same conditions.

As witness our hands the

day of

21. The Directors may decline to register any transfer of shares or stock.

1st. Where the Company has a lien thereon.

2nd. Where the shares are not fully paid up, and it is not proved to their satisfaction that the proposed transferee is a responsible person.

3rd. Where they or a majority of them are of opinion that the proposed transferee is not a desirable person to admit to membership, or to be permitted to increase his holding, and so that they shall not be under any obligation to assign any reason for such opinion.

22. Every instrument of transfer shall be delivered to the Company for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the Directors may require to prove the title of the transferor, or his right to transfer the shares.

23. All instruments of transfer which shall be registered, shall be retained by the Company, but any instrument of transfer which the Directors may decline to register, shall be returned to the person depositing the same.

24. A fee of 2s 6d., or such smaller sum as the Directors may determine, may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof. The transfer book may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

25. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member.

26. Any guardian of an infant, and any committee of a lunatic member, and any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any member, or the marriage of any female member, upon producing such evidence that sustains the character, in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may with the consent of the Directors be registered himself as a member in respect of such shares, or subject to the regulations as to transfer, hereinbefore contained, may transfer the same to some other person.

FORFEITURE AND LIEN.

27. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member, requiring him to pay the same together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

28. The notice shall name a day, (not being less than fourteen days from the date of notice) and a place or places on and at which, such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state, that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.

29. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect.

30. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of, the same in such manner as they think fit.

31. Any member whose shares have been forfeited shall notwithstanding be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest and expenses owing upon or in respect of such shares, at the time of the forfeiture, together with interest thereon from the time of forfeiture, until payment, at the rate of £10 per cent. per annum, and the Directors may enforce the payment of such monies or any part thereof if they think fit, but shall not be under any obligation so to do.

32. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

33. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) for his debts, liabilities, and engagements solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not.

34. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto, in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators and default shall have been made by him, or them in payment, fulfilment, or discharge of such debts, liabilities or engagements for seven days after such notice.

35. The net proceeds of any such sale shall be applied, in or towards satisfaction of the debts, liabilities or engagements, of and the residue (if any) paid to, such member or his executors, administrators or assigns.

36. Upon any sale in purported exercise of the powers given by clauses 30 and 34 hereof respectively, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or the application of the purchase money, and after his name has been entered in the register, in respect of such shares, the sale shall not, as against him, be impeached by the former holder of the shares, or any other person, and the remedy of any member or person aggrieved by such sales shall be in damages only, against the Company exclusively.

INCREASE AND REDUCTION OF CAPITAL.

37. The Company (in General Meeting) may from time to time increase the capital by the creation of new shares, of such amount as may be deemed expedient.

38. The New Shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof shall direct, and if no direction be given as the Directors shall determine, and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

39. Subject to any direction to the contrary that may be given by the Meeting sanctioning an increase of capital, all new shares shall be offered to the members in proportion to 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 will be deemed to be declined, and after the expiration of such time, or on the receipt of any intimation from the member to whom such notice is given, that he declines to accept the shares offered, such shares will become subject to clause 4 hereof.

40. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new share, shall be considered part of the original capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender or otherwise.

41. If at any time, the capital, by reason of the issue of preference shares, or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution passed at a General Meeting of the holders of shares of that class. And all the provisions hereinafter contained as to General Meetings, shall *mutatis mutandis* apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy two-thirds of the nominal amount of the issued shares of the class

42. The Company may from time to time reduce its capital, and may consolidate or sub-divide any of its shares, and may cancel any shares which have not been taken, or agreed to be taken by any person. Paid up capital may be returned upon the footing that the amount may be called up again in the same manner as if it had never been paid up.

43. The Directors may accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares, or any part thereof.

BORROWING POWERS.

44 The Directors may from time to time, at their discretion, borrow from the Directors, or other persons, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing shall not without the sanction of the Company in General Meeting exceed the nominal capital for the time being of the Company.

45. The Directors may raise or secure the re-payment of such moneys in such manner and upon such terms and conditions in all respects, as they think fit, and in particular by the issue of debentures of the Company, charged upon the property and rights of the Company (both present and future) including the uncalled capital, or by accepting or endorsing on behalf of the Company, any promissory notes or bills of exchange.

46. Every debenture, or other instrument for securing the payment of the money issued by the Company, may be so framed, that the monies thereby secured, shall be assignable free from any equities between the Company and the person to whom the same may be issued. Any debentures, bonds, or other instruments, or securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, right to attend and vote at meetings of the Company or otherwise.

47. The Directors shall cause a proper register to be kept in accordance with section 43 of the Companies' Act, 1862, of all mortgages and charges specifically affecting the property of the Company.

48. If any uncalled capital of the Company is included in, or charged by any mortgage or other security, the Directors may delegate to any person, as trustee for the person in whose favour such mortgage or security is executed, the power to make calls on the members in respect of such uncalled capital, and to sue in the name of the Company, or otherwise, for the recovery of moneys becoming due in respect of calls so made, and to give valid receipts for such moneys, and the powers so delegated shall subsist, during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable.

GENERAL MEETINGS.

49. The first General Meeting shall be held at such time, not being more than four months after the registration of the Memorandum of Association of the Company, and at such place, as the Directors may determine.

50. Subsequent General Meetings shall be held after seven clear days' notice, at such time and place as may be prescribed by the Company in General Meeting; and if no other time or place is proscribed, a General Meeting shall be held in the month of October in every year, at such time and place, as may be determined by the Directors.

51. The General Meetings mentioned in the last preceding clause, shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

52. The Directors may whenever they think fit, and they shall upon a requisition made in writing by three members holding not less than one-fifth of the nominal amount of the issued capital, convene an Extraordinary Meeting.

53. Any such requisition shall specify the object of the meeting required, and shall be signed by the members making the same, and shall be deposited at the office.

54. In case the Directors, for seven days after such deposit, fail to convene an Extraordinary Meeting to be held within twenty-one days after such deposit, the requisitionists, or any other members holding the like proportion of the capital, may themselves convene a meeting at any time within six weeks after such deposit.

5/ 55. Seven clear days' notice at the least, specifying the place, day and hour of meeting, and in case of an Extraordinary Meeting the purpose for which it is to be held, shall be given, either by advertisement or by notice sent by post or otherwise served, as hereinafter provided. Whenever any meeting is adjourned for fourteen days or more, at least five days' notice of the place and hour of meeting of such adjourned meeting shall be given in like manner.

56. The accidental omission to give any such notice to any of the members, shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS OF GENERAL MEETINGS.

57. The business of any Ordinary Meeting, shall be to receive and consider the statements and reports of the Directors and Auditors, to elect Directors and other Officers in the place of those retiring by rotation or otherwise, to declare dividends and to transact any other business, which under these presents ought to be transacted at any Ordinary Meeting. All other business shall be deemed Special, and shall be transacted at an Extraordinary Meeting.

58. Two members personally present, shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be two members personally present, holding or representing by proxy not less than one-fifth of the nominal amount of the issued Capital of the Company. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

59. The Chairman of the Directors, if any (and in his absence the Deputy-Chairman, if any) shall be entitled to take the chair at every General Meeting. If such officers have not been appointed, or if neither of them be present at a meeting within fifteen minutes after the time appointed for holding such meeting, the Directors present, or in default the members present, shall choose a Director as Chairman, and if no Director be present, or if all the Directors present decline to preside, then the members present shall choose one of the number to be Chairman.

60. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

61. Every question submitted to a meeting shall (unless unanimously decided) be decided in the first instance by a show of hands, and in the case of an equality of votes, the Chairman shall both on show of hands and at the poll have a casting vote, in addition to the vote or votes to which he is entitled as a member.

62. At any General Meeting (unless a poll is demanded by at least three members, or by a member or members holding or representing by proxy, or entitled to vote in respect of at least one-tenth of the nominal amount of the capital represented at the meeting) a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution,

63. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place, and either immediately, or after an interval, or adjournment not exceeding seven days, as the Chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

64. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and place to place, but no business shall be transacted at any adjourned meeting, other than the business left unfinished, at the meeting from which the adjournment took place.

65. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

66. Every member shall have one vote for every share held by him.

67. Any guardian, or other person entitled under clause 26 hereof to transfer any shares, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least, before the time of holding the meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, or that the Directors shall previously to such meeting have admitted his right to vote thereat in respect of such shares.

68. Where there are joint registered holders of any shares any one of such persons may vote at any meeting, either personally or by proxy, in respect of such shares as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present, whose name stands first in the register in respect of such shares, shall alone be entitled to speak and vote in respect thereof.

69. No poll shall be demanded on the election of a chairman of a meeting, but if a poll is demanded on any question of adjournment it shall be taken at the meeting, and without adjournment.

70. Votes may be given personally or by proxy. The instrument appointing a proxy shall be in writing, under the hand of the appointor, or if such appointor is a corporation, under its common seal, and shall be attested by one or more witness or witnesses. No person shall be appointed a proxy who is not a member of the Company and qualified to vote.

71 The instrument appointing a proxy, shall be deposited at the registered office of the Company not less than twenty-four hours before the time for holding the meeting at which the person named in such instrument proposes to vote; but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

72. A vote given in accordance with the term of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the appointment, unless notice in writing of the death or revocation shall have been received at the the office of the Company twenty-four hours at the least before the meeting.

73. The instrument of proxy for a specified meeting shall be in the form or to the effect following:

TO LLOYD'S ORIENTAL CAFE LIMITED.

I, _____ of _____ in the County of _____
being a member of the above-named Company,
hereby appoint _____ of _____ (or failing him _____ of _____
or failing him _____ of _____) as my proxy
to vote for me and on my behalf at the Ordinary (or Extraordinary as the case
may be) General Meeting of the Company, to be held on the
day of _____ and at any adjournment thereof.
As witness my hand this _____ day of _____
Signed by the said _____ in the presence of _____

74. No member shall be entitled to be present or to vote on any question, either personally, or as proxy for another member, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present, or to vote in respect of any share that he has acquired by transfer, at any meeting held after the

expiration of two months from the registration of the Company, unless he has been possessed of the share in respect of which he claims to vote for at least two months previously to the time fixed for holding the meeting at which he proposes to vote (or if such Meeting be an Adjourned Meeting) to the time originally fixed for holding the same.

75. Any resolution passed by the Directors, notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given, and which shall within one month after it shall have so passed, be ratified, and confirmed in writing by members entitled in the aggregate to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting; but this clause shall not apply to a resolution for winding up the Company, or to a resolution passed in respect of any matter which, by the statutes or these presents, ought to be dealt with by special or extraordinary resolution.

DIRECTORS.

76. The number of Directors shall not be less than two or more than four,

77. The following persons shall be the first Directors, namely:—PHILIP JAMES LLOYD, 7, Redland Park, Bristol, Tea Merchant; FREDERICK JAMES ALDER, Elton Road, Tyndall's Park, Bristol, Auctioneer; and each of them shall be entitled to retain office until the Ordinary General Meeting to be held in the year 1896. The said PHILIP JAMES LLOYD shall be the first Managing Director.

78. The salary of the Managing Director shall be fixed by the Directors, either for a term or from time to time. Subject to this the remuneration of the Directors for their services shall be such sum as the Company in General Meeting may from time to time determine, and may be by way of salary or commission, payable to each of them periodically, and such salary or remuneration may, or may not, be made to vary with the profits.

79. The Directors shall have power from time to time to appoint any other persons to be Directors, but so that the total number shall not at any time exceed the maximum fixed by article 76.

80. The Remuneration of the Directors shall be paid out of the funds of the Company.

81. The qualification of a Director shall be the holding of shares of the Company of the nominal value of £100 at the least. Any Director may act before acquiring the qualification shares.

82. The continuing Directors, or Director may act, notwithstanding any vacancy in their body.

83. The Office of Director shall be vacated—

- a. If he become bankrupt, or suspend payment, or file a petition for liquidation of his affairs, or compound with his creditors
- b. If he be found lunatic, or a person of unsound mind.
- c. If he shall absent himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors, but this clause (c) shall not apply to the first Managing Director.
- d. If he cease to hold his qualification shares or do not acquire the same within three months after election or appointment.
- e. If by notice in writing to the Company, he resign his Office.

84. A Director (without being accountable for profits) may make contracts with the Company upon such terms as his Co-Director or Directors think fit, and may, with the sanction of his Co-Director or Directors, engage in any transaction (within the Company's objects) in partnership, or otherwise, in conjunction with the Company, upon such terms as may be agreed on by the parties to such transaction, but he shall not vote in respect of such matter.

85. Any Company, or firm, of which a Director is a member, may make contracts with the Company upon such terms as the Directors may think fit, provided that the fact of such Director being a member thereof, be disclosed at the meeting of the Directors at which the contract is determined on, or at some previous meeting; but he shall not vote in respect of any such contract. A Director shall not be accountable for the profits of any contract so made.

ROTATION OF DIRECTORS.

86. At the Ordinary General Meeting to be held in the year 1896, and at the Ordinary General Meeting in each succeeding year, one-half of the Directors shall retire, but this clause is subject to any contract between the Company and any Director.

87. The one-half, or other nearest number, to retire at the Ordinary Meeting to be held in the year 1836, shall, unless the Directors agree among themselves be determined by ballot. In every subsequent year the one-half or other nearest number, who have been longest in office, shall retire. As between two or more Directors who have been in office for the same length of time, the Director to retire shall, in default of agreement among them, be determined by ballot. For the purposes of this clause, the length of time a Director has been in office shall be computed from the date of his last election or appointment. A retiring Director shall be eligible for ~~re-election~~ *re-election*

88. The Company, at any General Meeting at which any Directors retire in manner aforesaid, shall fill up the vacated offices by electing a like number of persons to be Directors.

89. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall continue in office until the Ordinary Meeting in the next year, and so on from year to year, until their places are filled up, unless it shall be determined at such General Meeting to reduce the number of Directors.

90. The Company, in General Meeting, may from time to time increase or reduce the number of Directors, and alter their qualifications, and may also determine in what manner or rotation such increased or reduced number is to go out of office.

91. The Company may, by Extraordinary Resolution, subject to the provisions of any such contract as aforesaid, remove any Director before the expiration of his period of office, and, if thought fit, may by like resolution, appoint another person in his place, and the person so appointed shall hold office during such time only as the Director, in whose place he is appointed, would have held the same if he had not been removed.

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92. No person not being a Director shall, unless recommended by the Directors for election, be eligible as a Director at any General Meeting, unless he, or some other member intending to propose him, has at least seven clear

days before the meeting left at the office of the Company a notice in writing under his hand, signifying his candidature for the office or the intention of such member to propose him.

MANAGING DIRECTOR.

93. The Directors may from time to time appoint one of their body to be Managing Director of the Company, either for a fixed term or without any limitation as to the period for which he is to hold such office, and may, subject to any contract between him and the Company and from time to time, remove or dismiss him from office and appoint another in his place.

94. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director, from any cause, he shall *ipso facto* and immediately cease to be a Managing Director.

95. The Directors may from time to time entrust to and confer upon a Managing Director for the time being, such of the powers exercisable under these presents by the Directors as they think fit, and may confer such powers for such time, and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and may from time to time revoke, withdraw, or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS.

96. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, and may determine the quorum necessary for the transaction of business and until otherwise determined two Directors shall be a quorum. A Director may, and the Secretary, upon the direction of any Director, shall, at any time, summon a meeting of the Directors.

97. Questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of equality of votes, the Chairman shall have a second or casting vote.

98. The Directors may elect a Chairman and Deputy Chairman of their meetings, and may determine the period for which such officers shall respectively hold such office. In the absence of the Chairman (if any) the Deputy Chairman (if any) shall preside. If such officers have not been appointed, or if neither be present at the time appointed for a meeting, the Directors present shall choose some one of their number to be Chairman of such meeting.

99. A meeting of Directors, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions, by or under those presents, vested in or exercisable by the Directors generally.

100. The Directors may delegate any of their powers to committees, consisting of such member or members as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.

101. The meetings and proceedings of any such committee, shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by, the express terms of the appointment of the committee, or by such regulations as aforesaid.

102. All acts done at any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Director.

103. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

104. If any of the Directors shall be called upon to perform extra services, or to make any special exertions for any of the purposes of the Company, or the business thereof, the Company shall remunerate the Director or Directors so doing, either by a fixed sum, or by a per centage of the profits, or otherwise as may be determined, and such remuneration may be either in addition to, or in substitution for, his or their share in the remuneration provided by clause 78 hereof.

105. A Director may hold any other office under the Company in conjunction with his office of Director.

POWERS OF DIRECTORS.

106. The management of the business, and the control of the Company, shall be vested in the Directors, who in addition to the powers and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby, or by the statutes expressly directed or required to be exercised or done by the Company in General Meeting, but subject, nevertheless, to such regulations, not being inconsistent with these presents, as may from time to time be made by extraordinary resolution, but no regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

107. Without prejudice to the general powers conferred by the last preceding clause, and to the other powers and authorities conferred as aforesaid, it is hereby expressly declared that the Directors shall be entrusted with the following powers:—namely, power

1st. To pay the costs, charges and expenses, preliminary and incidental to the formation and establishment of the Company.

2nd. To purchase or otherwise acquire for the Company any property, rights or privileges, which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.

3rd At their discretion to pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in cash, or in shares, bonds debentures or other securities of the Company, and any such shares may be either issued as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debentures or other securities, may be either specifically charged upon all or any part of the property and rights of the Company (including its uncalled capital) or not so charged.

4th. To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property and rights of the Company (including its uncalled capital) for the time being, or in such other manner as they may think fit.

5th. To appoint and at their discretion remove or suspend, such managers, secretaries, travellers, officers, clerks, agents, workmen, apprentices, servants, for permanent, temporary or special services, as they may from time to time think fit, and to invest them with such powers as they may think expedient, and so to determine their duties and fix their salaries, wages or emoluments, and to require security in such instances and to such amount, as they think fit.

6th. To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company, such condition as to transfer thereof as they think fit.

7th. To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, and to execute and do all such deeds and things as may be requisite to vest the same in such person or persons.

8th To execute in the name and on behalf of the Company such mortgages, charges and other securities, on the Company's property (present and future) including its uncalled capital, as they think fit, in favour of any Director or Directors of the Company who may incur or be about to incur any personal liability, whether as principal or surety, or to pledge his property, for the benefit of the Company and any such instrument may contain a power of sale and such other powers, covenants and provisions, as may be agreed upon.

9th. To insure the Company against loss by fire or accidents to workmen.

10th. To contribute to any charitable or public object.

11th. To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.

12th. To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

13th. To make and give receipts, releases and other discharges, for money payable to the Company, and for the claims and demands of the Company.

14th. To act on behalf of the Company in all matters relating to bankrupts and insolvents.

15th. To invest any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.

16th. To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such interest, commission or share of profits, shall be treated as part of the working expenses of the Company; and to pay commissions and make allowances to any persons introducing business to the Company, or otherwise promoting the interests thereof.

17th. Before recommending any dividend, to set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies or for equalising dividends, or repairing, improving and maintaining any of the property of the Company, and for such other purposes as the Directors shall, in their absolute discretion, think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they

think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit.

18th. From time to time make, vary and repeal, rules and bye-laws for the regulation of the business of the Company, its officers and servants.

19th. To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things, in the name and on behalf of the Company as they may consider it expedient for, or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

DIVIDENDS.

108. Subject to the rights of members entitled to shares issued upon special conditions, the profits of the Company shall be divisible among the members in proportion to the amount paid up on the shares held by them respectively.

109. The Company in General Meeting may declare a dividend, to be paid to the members according to their rights and interests in the profits.

110. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

111. No dividend shall be payable except out of the profits arising from the business of the Company. The declaration of the Directors as to the amount of the profits of the Company shall be conclusive.

112. The Directors may, from time to time, pay to the members on account of the next forthcoming dividend, such interim dividends as, in their judgment, the position of the Company justifies.

113. The Directors may deduct from the dividends payable to any member, all such sums of money as may be due and payable by him to the Company on account of calls, instalments or otherwise.

114. The Directors may retain the dividends payable on registered shares in respect of which any person is under clause 26 hereof entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect of such share, or shall duly transfer the same.

115. In case several persons are registered as the joint holders of any shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

116. Notice of declaration of any dividend, whether interim or otherwise, shall be given to the registered holders of shares in manner hereinafter provided.

117. The Company shall not be responsible for the loss of any Cheque, Dividend Warrant or Post Office Order, which shall be sent by post to any member in respect of dividends.

118. All dividends unclaimed for one year after having been declared, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No dividend shall bear interest as against the Company.

ACCOUNTS.

119. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and all matters in respect of which such receipt and expenditure take place, and of the assets, credits and liabilities of the Company.

120. The books of account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors think fit.

121. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account, or book, or document of the Company, except as conferred by Statute, or authorised by the Directors, or by a resolution of the Company in General Meeting.

122. At the Ordinary Meeting in every year the Directors shall lay before the Company a Profit and Loss Account and a Balance Sheet, containing a summary of the property and liabilities of the Company, made up to a date, not more than four months before the meeting, from the time when the last preceding Statement and Balance Sheet were made, or in the first case from the incorporation of the Company.

123. Every such Balance Sheet shall be accompanied by a Report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to the Reserve Fund according to the provisions hereinbefore contained—and the Account, Report and Balance Sheet shall be signed by two Directors and the Secretary.

AUDIT.

124. The books and accounts of the Company shall be audited in such manner and by such Auditor or Auditors as the Company in General Meeting shall direct or appoint, and failing such direction or appointment, as the Directors shall decide, but the report of the Auditor or Auditors shall be read at the Ordinary General Meeting when the report of the Directors is presented.

125. The first Auditors shall be appointed by the Directors; subsequent Auditors shall be appointed by the Company at the at the Ordinary Meeting in each year. The remuneration of the Auditor or Auditors shall be fixed by the Company in General Meeting. Any Auditor on quitting office shall be eligible for re-election.

126. If one Auditor only is appointed, all the provisions herein contained relating to Auditors shall apply to him.

127. The Auditors may be members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a member of the Company in any transaction thereof, and no Director or other officer shall be eligible as Auditor during his continuation in office.

128. If any casual vacancy occurs in the office of Auditors, the Directors shall, as soon as conveniently may be, fill up the same

129. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

130. A notice may be served by the Company upon any member whose registered place of address is in the United Kingdom, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered place of address.

131. A member whose registered place of address is not in the United Kingdom shall from time to time notify in writing to the Company some place in England to be called his address for service, and any notice may be served by the Company upon such member by sending it through the post in a prepaid letter addressed to him at his address for service. Until such notification shall have been given, the registered office of the Company shall be deemed to be the address of such member.

132. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement, and any notice required to be, or which may be, given by advertisement shall be advertised once in two Bristol daily newspapers.

133. All notices with respect to shares standing in the names of joint holders shall be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

134. Any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the post office.

135. Any person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any share, shall be bound by every notice

in respect of such share which, previously to his name and address being entered in the register shall be duly given to the person from whom he derives title to such share.

136. Any notice or document delivered or sent by post to, or left at, the registered address of any member in pursuance of these presents, shall notwithstanding such member be then deceased, and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons, by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall, for all purposes of these presents, be deemed a sufficient service for such notice or document on his or her heirs, executors or administrators, and all persons (if any) interested with him or her in any such share.

137. When a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

WINDING UP.

138. In case the Company shall be wound up, the surplus assets shall be applied, in the first place, in repaying, *pari passu*, the paid-up capital; and secondly, the balance shall be divided among the shareholders, *pari passu*, in proportion to the amount of the capital actually paid up on their shares. But the provisions contained in this clause shall be without prejudice to the rights of the holders of shares issued under special conditions.

139. If the Company shall be wound up, the liquidators, whether voluntary or official, may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories as the liquidators with the like sanction shall think fit.

140. If at any time the liquidators of the Company shall make any sale or enter into any arrangement, pursuant to section 161 of the Companies' Act, 1862, a dissentient member, within the meaning of that section, shall not have the rights thereby given to him, but instead thereof, he may by notice in

writing (addressed to the liquidators and left at the office not later than fourteen days after the meeting at which the special resolution authorising such sale or arrangement was passed) require the liquidators to sell the share, stocks or other benefits to which, under the said sale or arrangement, he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the liquidators think fit.

ARBITRATION.

141. Whenever any difference arises between the Company on the one hand, and any of the members, their executors or administrators, on the other hand, touching the true intent or construction, or the incidents or consequences of these presents, or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these presents, or touching any breach or alleged breach of these presents, or otherwise relating to the premises or any of the affairs of the Company, every such difference shall be referred to the decision of an arbitrator, to be appointed by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed by the Company and the other by the other party in difference, whether consisting of one or more than one person.

142. The costs of, and incident to, any such reference and award, shall be in the discretion of the arbitrator, arbitrators or umpire respectively, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or otherwise, and may award by whom and in what manner the same shall be borne and paid.

143. The submission to arbitration shall be made an order of the High Court of Justice upon the application of either party, and such party may instruct Counsel to consent thereto for the other party.

INDEMNITY TO OFFICERS.

144. Every Director, Manager, Secretary and other officer or servant of the Company, shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses, which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or deed done by him, as such officer or servant, or in any way in the discharge of his duties.

145. No Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults, of any other Director or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company; or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested; or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited; or for any loss, damage or misfortune whatever, which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same shall happen through his own wilful act or default.

Frederick James Elder
49 Broad St. Bristol
Auctioneer & Valuer

Philip James Lloyd. 7 Redland Park Bristol. Tea Merchant

George L. & S. 49 Broad St. Bristol, auctioneer & Valuer

Arthur Lloyd 45 Kingsdown Parade Bristol Tea Merchant

Frederick George Salisbury 24 Broad Street Bristol Solicitor

Henry Baldwin 41 Corn St. Bristol Solicitor

Robert Owen 24 High St Bristol Clothier

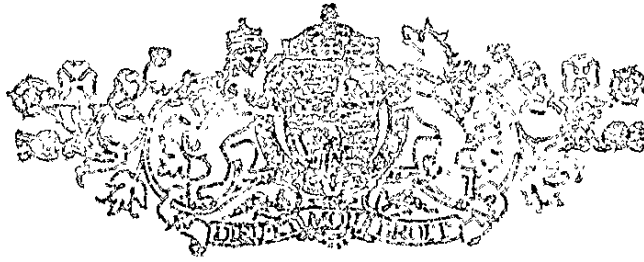
Dated the 11th day of June 1894

Witness to all the above signatures

Martin Giffiths
Solicitor

Bristol

DUPLICATE FOR THE FILE.



No. 41420

N.I. 40435

Certificate of Incorporation

OF THE

Lloyd's Oriental Café, Limited

I hereby Certify, That the

Lloyd's Oriental Café, Limited.

is this day Incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

Given under my hand at London this Twenty-first day of June One

Thousand Eight Hundred and Ninety Four.

Fees and Deed Stamps £ 6-5-

Stamp Duty on Capital £ 5-

Registrar of Joint Stock Companies.

Certificate received by

Thos Wilson

12 New Court

Canary St

Date

23 June 1894

[SEE BACK].