



NOTICE OF ILLEGIBLE PAGES

Companies House regrets that documents in this company's record have pages which are illegible.

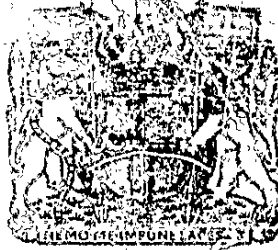
The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause



(DUPLICATE FOR THE FILE)

No. 1127



Certificate of Incorporation.

I hereby certify that

this day incorporated under the Companies Act, 1948, and that this Company is Limited.

at London by me at Edinburgh, this _____ day of _____ 19____.

One Member of the Council and

Secretary of Companies.

THE COMPANIES ACT, 1948.



Company
Registration
Fee Stamp
must be
expressed
here

DECLARATION of compliance with the requirements of the Companies
Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

WATSON BROTHERS (GLASGOW) LIMITED.

Name
of
Company

Presented by -

Breckin, Welsh & Aisk,
Solicitors,
George Square,
GLASGOW, W.2.

24 DEC 1956
Presented by JOHN GAWARD & SON (Incorporated in Scotland) Ltd and
6 North St. David Street, Glasgow G1 2

REGISTERED
21 DEC 1956
Glasgow

of 24 George Square, Glasgow, G.2.

"A person named
"An enrolled Law
"Agent named in
"the Statute."

"A person named
"in the Articles of
"Association as
"a Director or
"Secretary."

I do solemnly and sincerely declare I am an Enrolled Law Agent

engaged in the formation

of WATSON BROTHERS (GLASGOW)

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

Declared at

Glasgow

the 24th day of December

1950 and one hundred and fifty six.

Witness my

Robert Watson

Robert Watson

*12 George Square
Glasgow*

No. 12.

James Walsh

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

WATSON BROTHERS (GLASGOW) LIMITED.

1. The name of the Company is "WATSON BROTHERS (GLASGOW) LIMITED".
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
 - (1) To carry on in Scotland and elsewhere the businesses of:-
 - (a) Merchants, Producers and Importers for the Distributive Food Trades.
 - (b) Producers, Importers and Wholesalers of sausage skins, sausage fillings and Condiments used in the manufacture of sausages, of preserved meats and of food delicacies, home and foreign in any dried or preserved form.
 - (c) Outfitters, Engineers and Merchants for all the distributive trades including Butchers, Fishmongers & Poulterers, Meat and Sausage Factories, and for all Catering Trades including Hotels, Canteens and Restaurants.
 - (d) General Manufacturers, Maintenance Engineers and Suppliers of all kinds of tools, machines and equipment.
 - (e) Refrigerating Engineers.
 - (f) Shopfitters and
 - (g) General Ironmongers.
 - (2) To carry on any other similar businesses which may be conveniently carried on in connection with any of the Company's objects or may be calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties, assets, rights or interests.

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- (3) To acquire by purchase or otherwise, and undertake for cash or shares or otherwise, and carry on all or any part of the business or property of any company, firm or person carrying on any business which this company is authorised to carry on, or possessed of property suitable for the purposes of this Company, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such company, firm or person.
- (4) To purchase, feu, lease, exchange or otherwise acquire any heritable property, rights or privileges for the purposes of the business of the Company, and to construct, maintain, extend and alter any buildings, roads and other works and plant of every kind or description necessary or convenient for said business.
- (5) To acquire by purchase, licence or otherwise, to apply for and obtain, and to exercise and use or to grant licences to others to exercise and use, in any part of the world, patents, patent rights, copyrights, registered designs, unregistered designs, trade marks protection, or the like, of any kind or description, likely to benefit the Company in its business, and to disclaim, alter or modify the same.
- (6) To acquire an interest in, amalgamate with, or enter into any partnership or arrangement for sharing profits, union of interest, co-operation, joint adventure, limiting competition, or mutual assistance with any company, firm or person whose objects are within the objects of the Company, and to give or accept by way of consideration for any of the acts or things aforesaid, or for any property acquired, any shares, debentures or securities that may be agreed upon.
- (7) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares of the Company, with or without special rights as to dividend or repayment of capital, or by means of any security which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as may be agreed upon.
- (8) To borrow or raise and secure the payment of money in any way, and in particular by bond and disposition in security, assignation or conveyance ex facie absolute, or by the issue of debentures or adventure notes, perpetual or otherwise, charged upon all or any of the Company's property, including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (9) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (10) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may seem best to the directors.
- (11) To sell, convey and to do whatever may be necessary for the carrying on of the business of the Company, and in particular to do all such things as may be necessary for the carrying on of the business of the Company.

firms or persons owning or engaged in any business similar to that of the Company or to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such person.

- (12) 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 employees or may be connected with any town or place where the Company carries on business; and 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; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (13) To promote or concur in establishing or promoting any other company for the purpose of acquiring all or any part of the business or property or rights of this Company, and undertaking all or any of its liabilities, or of undertaking any business or operations which may appear likely to benefit this Company, or to enhance the value of the business or any property 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.
- (14) To sell or otherwise dispose of the business, property, rights and assets of the Company, or any branch or part thereof, for such consideration, payable in cash or in the shares, stock, debentures or securities of any other company, as may be deemed proper; and to distribute the price howsoever paid or satisfied among the members in or towards satisfaction of their interests in the assets of the Company.
- (15) To distribute any of the property of the Company among the members in specie but so that no distribution amounting to a reduction of capital shall be made without such sanction as may be required by law.
- (16) To do all or any of the above things in any part of the world, as principals, agents, contractors, trustees, or otherwise, and by or through trustees or otherwise, and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the objects of the Company or any of them.

Declaring that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere; and that the objects specified in each paragraph of this Clause shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is £50,000, divided into 50,000 Shares of £1 each.

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 Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>John Brown Watson</i> <i>Sheffield 99 Grosvenor Building</i> <i>Butcher's Assistant</i>	<i>One</i>
<i>George Robertson Watson</i> <i>26 Rankine Glen Road</i> <i>Giffnock Glasgow</i> <i>Butcher's Assistant</i>	<i>one.</i>
<i>Thomas Robertson Watson</i> <i>Blechnon</i> <i>Whitesnigs</i> <i>Giffnock</i> <i>Butcher's Assistant</i>	<i>one</i>

Dated the *Twenty first* day of *December*, 195*6*

Witness to the above Signatures:-

James Welsh
Director.
24 George Square
Glasgow C.2.

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

ARTICLES of ASSOCIATION
of
WATSON BROTHERS (GLASGOW) LIMITED.

I. PRELIMINARY.

1. The Regulations contained in or made applicable by Part II (embodying Part I with certain exceptions) of Table A of the First Schedule to the Companies Act, 1948, shall apply to this Company except in so far as they are herein-after modified and varied.

2. Articles 24, 53, 55, 56, 75, 77, 79, 84, 86, 88, 135 and 136 of Part I of the said Table A as made applicable by Part II thereof and Article 3 of said Part II shall not apply to the Company and the following articles contained in Part I thereof shall be modified:-

Article 11 so that the words "(other than fully paid shares)" shall be held to be delete.

3. The company is a private company and accordingly:-

- (a) The right to transfer shares is restricted in manner hereinafter prescribed;
- (b) the number of 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) is limited to fifty. Provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- (d) the company shall not have power to issue share warrants to bearer.

REGISTERED

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II. CAPITAL AND SHARES.

4. The original Share Capital of the Company shall be £50,000, divided into 50,000 Shares of £1 each.

III. TRANSFER OF SHARES.

5. In place of Article 3 of Part II of the said Table A the following restrictions shall apply:-

- (a) The Directors may suspend the registration of transfers during the fourteen days immediately preceding an Ordinary General Meeting in each year.
- (b) Any Member desiring to sell shares in the Company shall by notice in writing addressed to each of the Directors of the Company (hereinafter called a "transfer notice") intimate the number of shares he proposes to transfer and the identity of the proposed transferee. In the event of the Board of Directors failing, within thirty days of the receipt of such notice, to indicate their approval of the proposed transfer, the Seller shall be entitled by a second transfer notice, given within thirty days thereafter to request the Directors to purchase either on their own behalf or on behalf of their nominees, the shares, which he wishes to sell, at a price to be agreed between such member and the Board of Directors or, failing such agreement within a period of thirty days after receipt of the second transfer notice, at a price to be fixed, at the request of the Seller, by the Auditor for the time being of the Company or his nominee and such of the Directors as may be willing to do so, shall be entitled, on payment of such price at any time within a period of three months after it shall have been agreed or fixed as aforesaid, to purchase the whole but not less than the whole, number of such shares offered on their own behalf and that, failing agreement, in proportion to the number of shares then held by them respectively or otherwise by agreement among them or on behalf of a nominee or nominees approved by all Directors. In the event of the whole number of shares comprised in a transfer notice not being purchased and paid for within the said period of three months the Directors shall register a transfer or transfers of the said shares or any of them in favour of the said transferee, intimated to them by the said first transfer notice provided it is lodged for registration within one month thereafter.
- (c) If any member by whom a transfer notice is given in terms of the immediately preceding clause of this Article makes default in transferring any of the shares purchased in terms of that Article, the Directors may receive the purchase money and authorise one of their number or some other person to execute a transfer of such shares in favour of the purchaser, and, on that being done, the Directors shall cause such transfer to be registered and the name of the purchaser to be entered in the Register of Members as the holder of the shares and shall hold the purchase money in trust for the seller. The receipt of the Directors or any of them for the purchase money shall be a good discharge to the purchaser and after it has been entered in the Register of Members no purported exercise of the aforesaid power for the validity of the proceedings shall not be questioned by any person.

() The Directors shall be bound to register as members, the executors or testamentary trustees of any member, in respect of any shares that may be held by such member at the time of his death, and the provisions of Article 31 in Part I of the said Table A shall be modified accordingly. In the event of the Executors or testamentary trustees of a deceased member having received from the Directors a notice in terms of the proviso to Article 32 in Part I of the said Table A and of their failing for any reason to comply timeously with such notice, or in the event of the bankruptcy or liquidation (except for the purpose of reconstruction or amalgamation) of any member, or of reconstruction or amalgamation of any member, or in the event of the employment with the Company of any member, other than a director, being terminated otherwise than by the death of such member, the Directors shall be entitled at any time within six months after the expiry of the period of ninety days referred to in the proviso to Article 32 in Part I of the said Table A, or after bankruptcy, liquidation or termination of employment as the case may be, by notice in writing to require such member or the executors, testamentary trustees, trustee in bankruptcy or liquidator, as the case may be of such member to give a transfer notice in terms of the preceding clauses of this Article as regards all or any of the shares which were held by him or them and, in the event of such transfer notice not being received within the period of fourteen days after such notice given by the Directors, the Directors shall be entitled to proceed as if such transfer notice has actually been received by them on the last of such fourteen days. The powers of the Directors in terms of this Article as regards shares of a deceased member shall be effective notwithstanding that after the expiry of the said period of ninety days but before exercise of such powers, his executors or testamentary trustees may have complied with the notice received by them from the Directors in terms of the proviso to Article 32 in Part I of the said Table A, and

(e) The Directors may in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of shares upon which the Company has a lien or any transfer of shares which has not been negotiated in terms of the foregoing Clauses of this Article.

IV. GENERAL MEETINGS.

6. In place of Articles 55 and 56 of Part I of the said Table A the following shall apply:-

The Chairman of the Board of Directors shall preside at every General Meeting, but if at any Meeting he shall not be present within fifteen minutes of the time appointed for holding the same, or shall be unwilling to act as Chairman, the members and proxies present shall choose some Director, or, if no Director is present, or, if all the Directors present decline to take the Chair, they shall choose some Member or proxy present to be the Chair.

7. At every General Meeting, a majority of the vote of the meeting shall be decided by a show of hands unless a poll is demanded before the declaration of the result of the show of

(a) by the chairman; or

(b) by at least two members present in person or by proxy; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to or less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes 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.

The demand for a poll may be withdrawn.

8. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

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

V. DIRECTORS.

10. Unless otherwise determined by a General Meeting Article 75 in Part I of said Table A shall be modified to the effect that the number of Directors shall be determined by General Meeting.

11. In place of Article 76 in Part I of the said Table A the following shall be inserted, namely:-

"The Directors' fee shall be determined by the Company in general meeting and shall be deemed to accrue from day to day. If any director be called upon at any time to perform any special or extraordinary services, beyond the ordinary duties of a director, he shall be entitled to such additional remuneration in respect thereof, as the Board may determine. The Directors shall be entitled to all travelling and other reasonable expenses they may incur in or about the business of the Company, including all expenses incurred in attending the meetings of Directors".

12. In place of Articles 81 and 82 of Part I of said Table A the following provision shall apply:-

(1) No Director shall be disqualified by his office from contracting with the Company, either as employee, vendor, purchaser, or otherwise, nor shall any such contract or arrangement be enforceable by or on behalf of the Company, provided that a Director shall be in any way interested, he shall not be liable to account to the Company.

for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and he shall be entitled to vote in respect of such contract or arrangement. A Director shall not vacate office by reason of holding any appointment under the Company except that of Auditor, although he receives remuneration therefor. A General Notice that a Director is a member of any specified company or firm and is to be regarded as interested in any transaction with such Company or firm shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such Company or firm as aforesaid.

- (2) The office of director shall be vacated if he be found lunatic or become insane; if he becomes bankrupt or declared insolvent; if he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or if, by notice in writing to the Company, he resigns his office.

13. No person shall be disqualified from being appointed a director in accordance with the provisions of these Articles by reason of having attained the age of 70 years or any other age, nor shall special notice or other special formality be required on that account. No director shall vacate office by reason only of age.

14. The directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committee of the directors and
- (c) of all resolutions and proceedings of all meetings of the company and of the directors and of committees of directors.

15. A resolution in writing, signed by all the directors shall be as valid and effect as if it had been passed at a meeting of the directors duly convened and held.

VII. DIVIDENDS AND PROFITS.

16. The directors may from time to time at their discretion, resolve to pay dividends to the holders of the shares of the said Table A the

the directors may from time to time at their discretion, resolve to pay dividends to the holders of the shares of the said Table A the

Directors may draw, accept or endorse any bills or promissory notes on behalf of and in name of the Company or mortgage or pledge all or any part of the Company's property both present and future including uncalled capital.

VII. RESERVES.

17. The Directors may establish a reserve to be called the "Capital Reserve Fund". All moneys realised on the sale of any investments or heritable property of the Company in excess of the book price thereof, and all other moneys in the nature of accretion of capital, whether on sale of investments or heritable property shall be capital moneys and shall be treated for all purposes as such and not as profits available for dividend. The directors may either from time to time carry to the credit of such Capital Reserve Fund all such capital moneys, or apply the same in providing for depreciation or contingencies. Any losses realised on the sale of investments or other property or assets of the Company may be carried to the debit of the Capital Reserve Fund unless the directors shall determine to make good such losses out of other funds of the Company.

18. Moneys carried to the Capital Reserve Fund may be invested in such investments (other than shares of the company) as the Directors may think fit and they may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve funds into such special funds as they think fit, and employ the assets constituting the reserve funds in the business of the Company, without being bound to keep the same separate from the other assets.

VIII. INDEMNITY

19. Every Director, Manager, Secretary, Auditor 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 in any way in the discharge of his duties. No director or 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 moneys of the company shall be invested, or for any loss or damage arising from the bankruptcy or insolvency 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 office or in connection therewith, unless the same shall happen through his own willful act or default. But this article shall only have effect in so far as its provisions are not avoided by Section 403 of the Companies Act, 1929.

IX. SEAL

20. The Directors shall provide for the safe custody of the seal which shall only be used by the authority of the directors or a committee of the directors authorised by the directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a director and shall be counter-

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signed by the Secretary or by a second director or by some other person appointed by the directors for the purpose.

X. WINDING-UP.

24. In the event of winding-up the surplus assets shall be distributed among the holders of shares in the company in proportion to the amount paid up or deemed to be paid up thereon: but this Article shall be without prejudice to the rights of the holders of shares issued with special rights attached thereto.

Names, Addresses and Descriptions of Subscribers.

John Gordon Watson "Blackfield" 98 1/2 acres R
Butcher Outfitter
George Robertson Watson
26 Ryeburn Road, Hiffmich, Glasgow.
Butcher Outfitter
Thomas Robertson Watson
Blackburn, Deramore av, Whitecraig
Butcher Outfitter

Dated the Twenty first day of December, 1956

Witness to the above Signatures:-

James Walsh
Solicitor.
24 George Street
Glasgow C2.

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No. of Certificate 31729.....

Form No. 25

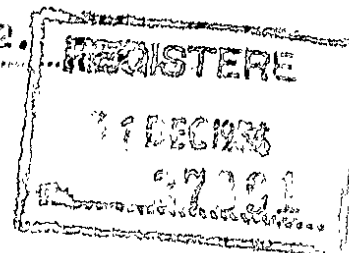
WATSON BROTHERS (GLASGOW) LIMITED.

STATEMENT of the Nominal Capital made pursuant to S. 112 of the Stamp Act, 1891, as amended by S. 7 of the Finance Act, 1899, and S. 39 of the Finance Act, 1920, and S. 1 of the Finance Act (Northern Ireland), 1933.
(NOTE.—The Stamp Duty of the Nominal Capital is Ten shillings for every £100 or fraction of £100.)

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

Presented for registration by

Breckin, Wilson & Clark,
Solicitors,
24 George Square,
GLASGOW, C.2.



24 DEC 1936
WATSON BROTHERS (GLASGOW) LTD.



The NOMINAL CAPITAL of

WATSON BROTHERS (GLASGOW) Limited,

is £50,000, divided into 50,000 shares of £1

each.

Signature

Geo. Watson

Description Director.

Date

21st Dec. 1952

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