

Number of }
Company; }

Form No. 41.

THE COMPANIES ACT, 1929.



A 5/-
Companies'
Registration
Fee Stamp
must be
impressed
here

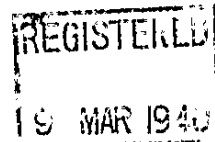
DECLARATION of Compliance with the requirements of The Companies Act,
1929, on application for registration of a Company.

Pursuant to Section 15(2).

Name of Company

Ben Curtis

LIMITED.



Presented by

Gubb Lof

Manager Company

London

H. HOWES & CO., LTD.,

Company Printers, Publishers & Law Stationers

BELL YARD (next to Law Society), TEMPLE BAR, W.C.2.

Telephone—HOLBORN 3073.

56, OLD BROAD STREET, LONDON, E.C.2.

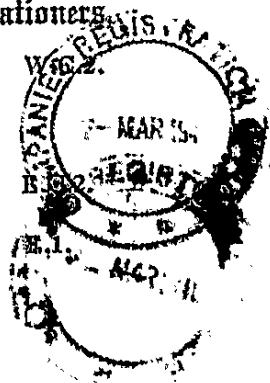
Telephone—LONDON WALL 2237.

27 & 28, OLD JEWRY, CHEAPSIDE, LONDON, E.C.3.

Telephone—METROPOLITAN 4879.

Works—53 & 55, MANSELL STREET, LONDON, E.1.

Telephone—ROYAL 4894.



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

I Ben Curtis
of Mill Cottage
St. Margarets Road
Lowesloft.

Do solemnly and sincerely declare that I am (a) a
person named in the Articles of
Association as Secretary
of 39

Ben Curtis
Limited, and That all the requirements of the Companies Act,
1929, 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."

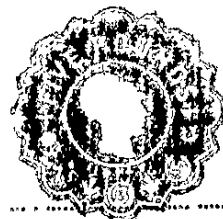
Declared at Lowesloft
the 5th day of March
One thousand nine hundred and forty
thirty

Ben Curtis

Before me,
[Signature]

(b) A Commissioner for Oaths.

(a) "A Solicitor of the Supreme Court" (or in Scotland "an Enrolled Law-Agent")
"engaged in the formation," or "A person named in the Articles of Association
"as a Director or Secretary."
(b) or Notary Public or Justice of the Peace.

12 ✓Ben CurtisLIMITED.

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. (NOTE.—The Stamp duty on 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.

REGISTERED
9 MAR 1940

Presented by

Tubbs & CoMarkus Graham, Lawer**H. HOWES & CO., LTD.,**

Law & Company Printers, Publishers & Stationers,

BELL YARD (East Side of Law Courts), TEMPLE BAR, W.C.2.

Telephone—HOLBORN 3073.

56, OLD BROAD STREET, - - LONDON, E.C.2.

Telephone—LONDON WALL 2237.

27 & 28, OLD JEWRY, CHEAPSIDE, LONDON, E.C.2.

Telephone—METROPOLITAN 4879.

Works — 53 & 55, MANSELL STREET, LONDON, E.C.1.

Telephone—ROYAL 4094.



The NOMINAL CAPITAL of

Ben Curtis

Limited,

is £ *1000*, divided into *One Thousand Shares*
of £1 each.

Signature

Ben Curtis

Description

Secretary

Dated

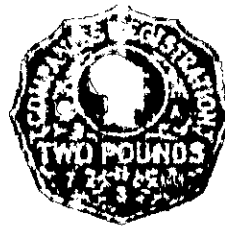
5th March

1940.

This Margin is reserved for binding and must not be written across.



THE COMPANIES ACT, 1929



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

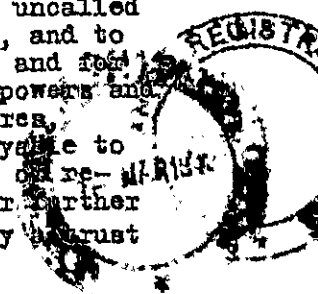
BEN CURTIS, LIMITED

REGISTERED

-O-O-O-O-O-O-O-

19 MAR 1940

1. The name of the Company is "BEN CURTIS, 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 the business of manufacturing, importing, dealing in, buying, selling, repairing and letting out on hire radio apparatus, wireless and television sets, gramophones, electrical apparatus, pianos, musical instruments of all kinds, sheet music, gramophone records, cycles, toys, component parts and accessories and installations.
 - (b) To carry on business as wool dealers, hosiers, childrens and general outfitters, purveyors of cigarettes, tobacco, cigars, chocolates, confectionery, caterers, and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on or otherwise calculated, directly or indirectly, to enhance the value of any of the Company's property and rights for the time being.
 - (c) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business in any such manner as the Company shall think fit.
 - (d) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or otherwise to secure any securities of the Company by trust deed or other assurance.



- (e) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company.
- (f) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the debts and contracts of customers and others.
- (g) To make advances to customers and others with or without security, and upon such terms as the Company may approve and generally to act as bankers for customers and others.
- (h) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or of the dependents of such persons, and to establish and support, or to aid in the establishment and support, of any schools and educational, scientific, literary, religious or charitable institutions or trade societies whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company, to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (i) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
- (j) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such securities and in such manner as may from time to time be determined.
- (k) To remunerate any person, firm or Company rendering services to this Company, and to pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (l) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interest or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company.
- (m) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities

and transactions of any person, firm or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company, or to promote any company or companies for the above purpose.

- (a) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (o) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise), of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (p) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (q) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock or securities of this Company.
- (r) To do all or any of the above things in any part of the world, either as principals, agents, trustees, contractors, sub-contractors, or otherwise, and either by or through agents, sub-contractors, trustees or otherwise, and to do all other things as are incidental or conducive to the above objects or any of them. And it is hereby declared that the word "Company" in this clause shall be deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and 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 £1,000, divided into One Thousand Shares of One Pound each.

The Shares in the original Capital or any new shares from time to time to be created may from time to time be issued with any such guarantee or any such rights or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Extraordinary Resolution determine.

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 to our respective names.

Names, Addresses & Description of Subscribers.	Number of Shares taken by each Subscriber.
<i>Benjamin Curtis</i> <i>The Mill Cottage</i> <i>St. Margaret's Rd., Lowestoft.</i> <i>Music, Radio Dealer.</i>	<i>One.</i>
<i>Emma Jane Curtis,</i> <i>The Mill Cottage</i> <i>St. Margaret's Rd.</i> <i>Lowestoft.</i> <i>Married.</i>	<i>One</i>

Dated this *Twelfth* day of *March* 1940.

Witness to the above signatures:-

W. H. H. H.
W. H. H. H.
W. H. H. H.





64
The Companies Act, 1929.



COMPANY LIMITED BY SHARES.

Articles of Association
OF
Ben Curtis, Limited.

PRELIMINARY.



1. The regulations contained in Table "A" in the First Schedule to the Companies Act, 1929 (hereinafter called Table "A") shall apply to the Company except so far as the same are excluded or varied by these presents.

2. The following clauses of Table A shall not apply to the Company, namely those marked 7, 19, 30 to 33 inclusive, 64 to 66 inclusive, 69, 72, 93, 101 and 104.

INTERPRETATION.

3. Unless excluded by the subject or context the expression "these presents" means the regulations of the Company for the time being in force, and the provisions as to interpretation contained in Clause 1 of Table "A" shall apply to these presents with the additions that the word "month" shall mean calendar month and the word "year" year from the 1st January to the 31st December inclusive.

COMPANY TO BE A PRIVATE COMPANY.

4. The Company is a Private Company and accordingly:—

- (i) The right to transfer shares in the Company is restricted as provided by the provisions of these presents relating to transfer and transmission of shares.



(ii) 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) shall be limited to fifty, provided that for the purposes of this provision where two or more persons hold one or more shares jointly they shall be treated as single member.

(iii) No invitation shall at any time be made to the public to subscribe for any shares, debentures, or debenture stock of the Company.

(iv) The powers of the Company and of the Directors respectively as to the issue, allotment, disposal and sale of shares, debentures, and debenture stock in or of the Company shall take effect and be exercisable only subject to the provisions of sub-clause (iii) of this Article, and as regards shares, to the provisions of sub-clauses (i) and (ii) of this Article also.

5. Nothing contained in these presents shall prevent the Company from turning itself into a Public Company by fulfilling the statutory requirements in that behalf.

SHARES.

6. Subject to any directions which may be given by the Company in General Meeting the shares shall be at the disposal of the Directors, who may allot or otherwise dispose of them to such persons at such times and on such terms as they think proper, subject to the provisions of Article 4.

7. If two or more persons are registered as joint holders of a share any one of such persons may give effectual receipts for any dividend, bonus or other money payable in respect of such share.

8. No person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or recognize any equitable contingent future or partial interest in any share.

9. In Clause 2 of Table A the words "Extraordinary Resolution" shall be substituted for the words "Special Resolution."

LIEN.

10. The Company shall have a first and paramount lien and charge on all shares registered in the name of a Member (whether solely or jointly with others) for all money owing to the Company from him or his estate, either alone or jointly with any other person, whether a member or not, and whether such money is presently payable or not. The Company's lien if any on a share shall extend to all dividends and bonuses thereon and to all money or property payable or distributable in respect thereof.

TRANSFER AND TRANSMISSION OF SHARES.

11. Subject to the restrictions of these presents any member may transfer his shares or any of them, but every transfer must be left at the registered office of the Company, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

12. The Directors may refuse to register a transfer of a share in either of the following cases :—

(i) When they are of opinion that the proposed transferee should not be admitted a member of the Company, but it shall not be incumbent on them to assign any reason for their refusal.

(ii) When the Company has a lien on the share.

13. So long as the Company remains a private Company the Directors shall refuse to register any transfer which if registered would have the effect of increasing the number of members beyond the limit prescribed by Article 4.

PROCEEDINGS AT GENERAL MEETINGS.

14. With the consent in writing of all the members for the time being a General Meeting may be convened on a shorter notice than seven days and in such manner as they may think fit.

15. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one-tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table "A" shall be modified accordingly.

16. A poll may be demanded by three or more members present in person or by proxy, or by a member or members so present and holding (if more than one between them) not less than one-tenth of the share capital for the time being issued, and Clause 50 of Table A shall be modified accordingly. And in the same clause the words "or not carried by a particular majority" shall be inserted immediately after the word "lost."

DIRECTORS.

17. The Directors shall be not less than two or more than seven in number.

18. The qualification of a Director shall be the holding in his or her own name alone of ordinary share capital of the Company to the nominal amount of £50 at least.

19. Each Director shall receive general or special (or both) remuneration for his services as the Board of Directors shall amongst themselves determine and they shall settle agree and vote the amount and mode of payment which once determined and voted shall become a debt due from the Company.

20. If any Director shall be called upon to perform extra or special services of any kind, or to travel, or to go or reside abroad for any of the purposes of the Company, he may receive an extra remuneration to be fixed by the Directors either as a fixed sum or a percentage of profits or otherwise.

21. The Directors shall be entitled to be repaid by the Company all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board Meetings.

POWERS AND DUTIES OF DIRECTORS.

22. All Cheques on the Company's Account shall be signed by at least one Director and countersigned by the Secretary or acting Secretary.

23. The following words shall be inserted at the end of Clause 70 of Table A, namely:—

"And any such Minute if purporting to be signed by the Chairman of the Meeting at which such appointments were made or such Directors were present or such

resolutions were passed or proceedings held (as the case may be) or by the Chairman of the next succeeding Meeting of the Company or Directors or Committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated."

24. No Director shall be disqualified by his office from entering into any contract or arrangement with the Company as Vendor, Purchaser or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of any such Director holding that office or of the fiduciary relation thereby established, but the nature of his interests (unless apparent from the nature of the contract or arrangement) must be disclosed by him at the Meeting of Directors at which the contract or arrangement is determined upon if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest; provided nevertheless that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted.

DISQUALIFICATION OF DIRECTORS.

25. The office of Director shall be vacated upon the happening of any of the following events:—

- (1) If by notice in writing served on the Company he resign his office.
- (2) If he cease to hold the prescribed qualification or do not acquire the same within two months after his appointment.
- (3) If he become lunatic, or of unsound mind, or physically or mentally incapable of performing the functions of a Director, and the Directors shall resolve that he is disqualified.
- (4) If he become a bankrupt or suspend payment or compound with his creditors.

PROCEEDINGS OF DIRECTORS.

26. A Director who is not in the United Kingdom shall not be entitled to notice of any Meeting of Directors.

27. A resolution in writing, signed by all the Directors for the time being, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

28. The Directors may before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve fund, which may at the discretion of the Directors be employed for meeting contingencies for the liquidation, reduction or extinction of any debt, liability or obligation of the Company (including any debentures, debenture stock or other securities) for repairing or maintaining the plant and machinery of the Company, or any works or buildings of the Company, or with the sanction of the Company in General Meeting for equalizing dividends, or for distribution by way of bonus among the members of the Company for the time being, on such terms and in such manner as the Company in General Meeting shall from time to time determine.

29. The sum for the time being standing to the credit of reserve, or any part thereof, may be employed in the business of the Company without being kept separate from the other assets of the Company, or may be invested in such manner as the Directors may from time to time determine.

30. Such sum shall be carried forward at the end of each financial year as the Directors may think expedient.

ACCOUNTS.

31. Subject to the rights of inspection and obtaining copies conferred by statute, copies of every annual profit and loss account and balance sheet and of the reports of the Directors and Auditors shall be kept at the registered office of the Company for seven days previously to the Meeting to which they are to be submitted, open to the inspection of Members, but the same shall not be circulated.

32. The first Secretary to the Company shall be BEN CURTIS.

NOTICES.

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

WINDING UP.

34. In a winding up the Liquidator or Liquidators may with the sanction of an Extraordinary Resolution distribute all or any of the Assets of the Company in specie among the contributories in accordance with their rights.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Benjamin Curtis
The Mill Cottage,
St. Margaret's Road,
Lower St.
Music and Radio Dealer.

Emma Jane Curtis
The Mill Cottage
St. Margaret's Rd.
Lower St.

Married.

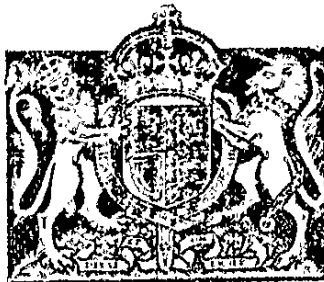
Dated this *Fourth* day of *March*, *1940*

Witness to the above Signatures—

W. H. Harris
24 Upper St.
Lower St.
Accompanied

DUPLICATE FOR THE FILE.

No.
359776.



Certificate of Incorporation

I Hereby Certify, That

BEN CURTIS, LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is
Limited.

Given under my hand at London this ninth day of March One

Thousand Nine Hundred and forty.

J. W. Rouston

~~Assistant~~ Registrar of Companies.

Certificate
received by

Rege Post.

14/3/40

Date