

Please do nat write in this binding margin



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

*Insert full name of Company

tPlease inclicate whather you are a Salicitor of the Supreme Court for in Scotland 'a Solicitor's engaged in the formation of the company, or a person named as director or secretary of the company; in the statement delivered under saction 21 of the Companies Act 1978

THE COMPANIES ACTS 1948 TO 1980

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



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

Name of Company	For official use	Company number
D		LIMPTED
Baitannia Wo	ODDOORKING	
, KATHLEEN SUSAN KEPPE		
of 41, Brunswick Place		
London, N.1 6EE		
	, , , , , , , , , , , , , , , , , , ,	
do solemnly and sincerely declare that I an Supreme Cou.t of Judicature e	nt a solicitor of the ngaged in the formation	
		1
DELTANDIA LOS	oproperine.	LIMITED
and of matters precedent and incidental the And I make this solemn Declaration conscitute same to be true and by virtue of the presentations of the presentation of the presentat	Signature Signature Anti-Tup. Inc or Justice of the	of Declarant S. C. Marker
Presentor's name, address and reference (if any):	For official usi News, ampanies section	Post room
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Jordan & Sons Limited Legal and Information Services, Printers and Publishers,
Jordan House, 47 Brunswick Place, Lowion N1 6EE. Teraphone. 01 253 3030 Telex: 261010

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF



BRITANNIA WOODWORKING HMITED

- 1. The name of the Company is BRITANNIA WOODWORKING
- 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 all or any of the businesses of joiners, manufacturers, importers, exporters, producers, distributors, agents for and dealers in joinery, woodwork, veneers and mouldings of every description, carpenters, sawmillers and timber merchants, cabinet makers, wood turners, carvers and general woodworkers, manufacturers of and dealers in prefabricated buildings and structures of all kinds, window and door frames, building materials, household, domestic, garden, rustic, artistic and general woodware of every description, shop fitters and designers, manufacturers of and dealers in iron, steel and general metal products of every description, and of and in agricultural and garden implements, utensils, tools and supplies of all kinds, welders, metal workers, ironmongers, hardware merchants, builders' merchants, french polishers, builders, general contractors for the erection, repair and decoration of buildings and properties of all kinds, plumbers, glaziers, sanitary, gas, electrical, hot water and general engineers, haulage and removal contractors, depository owners, furniture storers and removers, insurance agents, general property dealers, house, land and estate agents; to manufacture, buy, sell, import, export and deal in plant, machinery, tools, apparatus, materials, articles and things of all kinds capable of being advantageously dealt with in connection with the foregoing businesses or any of them, or likely to be required by any of the customers of the Company.

JORDAN & SONS LTD. JORDAN HOUSE.

47 BRUNSWICK PLACE. LONDON NI GEE TEL. 01 263 3030 TELEX 261010

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- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such perso., firm or company, or to acquire an interest im, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities to received.
- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, murtgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the maneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the

whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other * rpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (I) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative. technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (0) To premote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benef. of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, ammulties, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the henefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (\forall) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or

otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

 (\times) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. 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.

- 4. The How-Hity of the Members is limited.
- 5. The share capital of the Company is £100 into 100 shares of £1- each.

divided

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

Michael Richard Counsell, 15, Pembroke Road, Bristol. BS99 70X

Commercial Manager.

Christopher Charles Hadler,

15, Pembroke Road Biristol. BS99 7DX Commercial Manager.

December 1982

Witness to the above Signatures:-

Errol Sandiford 15, Pembroke Road Bristol. BS99 7DX

Clerk.

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

BRITANNIA WOODWORKING LINITED

PRELIMINARY

The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the requiations of the Company.

ALLOTMENT OF SHARES

(a) After the imitial allotment of shares by the Directors any further shares proposed to be issued shall first be offered to the Members in proportion as mearly as may be to the number of the existing shares held by them respectively unless the Company swell by Special Resolution otherwise direct. The offer shall be made by motice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or furtifier offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

(b) Subject to the preceding paragraph (a) of this Article the Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act, 1980, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time be renewed or varied by Ordinary Resolution.

SHARES

- 3. The lien conferred by Clause 11 in Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 11 in Table A shall be modified accordingly.
- 4. The power of the Directors to make calls conferred by Clause 15 im Table A shall be modified by deleting from such Clause the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call".
- 5. The liability of any Mamber in default in respect of a call shall be increased by the addition at the end of Clause 33 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

- 6. Every motice convening a General Meeting shall comply with the provisions of Section 135(2) of the Companies Act 1948 as to giving imformation to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.
- 7. Clause 54 in Table A shall be read and construed as if the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end.
- 8. 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. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members.

Clause 73A in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

- 9. (a) Clause 75 in Table A shall not apply to the Company.
- (b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally and Clause 99 in Table A shall be modified accordingly.
- (c) The Directors shall not be required to retire by rotation and accordingly
- (i) Clauses 89, 90, 91, 92 and 94 in Table A shall not apply to the Company; and
- (iii) Clause 95 in Table A shall be ended at the words "shall them be eligible for re-election" and the succeeding words shall not apply to the Company; and
- (iiii) Clause 97 in Table A shall be ended at the words "additional director" and the sucreeding sentence shall not apply to the Company.

BORROWING POWERS

- 10. (a) The Directors may exercise all the powers of the Company to borrow maney without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 14 of the Companies Act 1950 to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (b) Accordingly, Clause 79 in Table A shall not apply to the Company.

ALTERNATE DIRECTORS

1. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the

appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.

- (b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
- (c) An alternate Director snall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.
- (d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.
- (e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

POWERS OF DIRECTORS

- 12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Table A shall be modified accordingly.
- 13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Accordingly, Clause 87 in Table A shall not apply to the Company.
- 14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Clause 86 in Table A shall be modified accordingly.

- 15. Clause 88 in Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".
- 16. A resolution in writing pursuant to Clause 106 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to and the said Clause 106 shall be modified accordingly. The said Clause 106, committee of Directors.

INDEMNITY

- 17. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 or Section 36 of the Companies Act 1980, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortume which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.
- (b) Accordingly, Clause 136 in Table A shall not apply to the Company.

ADDITIONAL POWERS

- 18. Subject to the provisions of Part IIII of the Companies Act 1981 the Company may
- (a) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder;
- (b) purchase its own shares (including any redeemable shares);
- (c) make a payment in respect of the redemption or purchase, under Section 45 or (as the case may be) Section 46 of the Companies Act 1981 and the relevant power (a) or (b) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 54 of the Companies Act 1981.

Clause 3 im Table A shall not apply to the Company.

TRANSFER OF SHARES

19. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 in Table A shall be modified accordingly.

20. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

Names, addresses and descriptions of Subscribers

Michael Richard Counsell, 15, Pembroke Road,

Bristol. BS99 7DX. Commercial Manager.

Christopher Charles Hadler,

15, Pembroke Road, Bristol. 8599 7DX.

Commercial Manager.

Dated 10th December 1982

Witness to the above Signatures:-

Errol Sandiford, 15, Pembroke Road,

Bristol. BS99 7DX.

Clerk.

Please do not write in this binding margin,

THE COMPANIES ACTS 1948 TO 1980

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

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





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	WAKE			
	WEST	YORKSHIRE		
	<u> </u>			H.
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	47 BRIMSY	HUROPHY HOUSE.	P	
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The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Name (note 2) (NILL LOSS CONTACTOR OCTOR IN CO.	Business occupation
WILLIAM EDWARD BOWLING	- DIRECTOR
Former name(s) (note 3)	Nationality
Address (note 4) WEB HOUSE	BRITISH
, , , , , ,	Date of birth (where applicable)
SO. OUZLEWELL GREEN. 1 OFTHOUSE WAKEFIELD.	(note 6)
Particulars of other directorships (note 5)	
CLAYTON BOWMORE LTD.	
DERWENT LEISURE LTD.	
CBM HOMES (NORTHERN) LTD.	
BRITANNIA WOODWORKING LID	
I hereby consent to act as directly of the company named on pag	ge 1
Signature /// (/ Y/)//	Date 8/12/82
	<u> </u>
Name (note 2) BRIAN CLAYTON	Business occupation
	DIRECTOR
Former name(s) (note3)	Nationality
Address (note4) 2A. THE MOUNT	BRITISH
PONTEFRACT.	Date of birth (where applicable) (note 6)
M YORKS.	
Particulars of other directorships (notes)	
Clayton rowmere ltd	
DERIMENT LEISURE LTD.	
Com homes (morthern) Ltd.	
BRITANNIA WOODWAKING LTD.	
I hereby consent to act as directer of the company named on page	/ /
Signature 65 (Cay)	Date 8/12/82
Hame(niez) Tochne que en more	Rusinasa sasu atian
TREADE ALFRID MORK.	Business occupation
Former mame(s) (m.te3)	<u> </u>
Address (cote 4) CROFT ANG	<u> </u>
MORMANTAN,	Date of birth (where applicable)
id Yorks-	(note 6)
Particulais of other directorships (notes)	
CLAYTON BELLIORE LID	
DERWENT LEISURG LTD.	
CEM HOMES (BIORTHERY) LTD	
Brithly woodworking Lid	/
I hereby consent to ad as director of the company named on page	ge 1
Signature (1) NA	Date 8/12/82
Milla	

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Important Import

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Important
The particulars
to be given are

to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1943. Please read the cates on page 4 before companies up this past of the form

* as required by ser on 21(2) or the Companier Act 1816

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

Name (notes 2 & 7)	WILLIAM EDWARD BOWLING
Former name(s)	(note 3)
Address (notes 4 &	7) Web House.
	80, OUZLEWELL GREEN
	LOFTHOUSE WAKEFIELD
I hereby consent	to act as secretary of the company named on page 1
Signature	11/100 Date 8/12/82
Name(rotes287)	
Former name(s)(
Address (notes 4 & 1	ZD
Signature	Oate
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gmed by or on be gmetite	Shall of the subscribers of the memorandum. Shall of the subscribers of the memorandum. Shall of the subscribers of the memorandum. Shall of the subscribers of the memorandum.

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1690631

I hereby certify that

BRITANNIA WOODWORKING LIMITED

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

Given under my hand at Cardiff the

12TH JANUARY 1983

Assistant Registrar of Companies

No. of Company: 1690631

form No. C.A. 51

THE COMPANIES ACTS 1948 TO 1980

(COPY)

resolution (1) ORDINARY

pursuant to section 141 of the Companies Act 194	8
of	l imitar
BRITANNIA WOODWORKING Passed theNINETEENTH day of	MARCH 19.84
At an Extraordinary General Meeting of the me convened and held at .BRITANNIA .MORKS,ASHGA	mbers of the above-named company, duly P. LANE.,NORMANTON
on theNINETEENTH day of	19.04.

IT WAS RESOLVED

That the Nominal Share Capital of the Company be increased to £25,000 by the creation of a further 24,900 Ordinary Shares of £I each. These Shares to rank pari passu, in all respects, with the existing Shares.



NOTES:
(1) Insert "Special" or "Extraordinary" as the case may be.
(2) This copy Resolution must be signed by the Chairman of the Meeting or a Director or the Secretary of the Company, and
(2) This copy Resolution must be signed by the Chairman of the Meeting or a Director or the Secretary of the Company, and
then be filed with the Registrar of Companies within 15 days after being passed and can be sent to Jordan & Sons Ltd. for that purpose.



. THE COMPANIES ACTS 1948 TO 1980

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948



Please do not write in this binding margin			
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Please complete legibly, proferably in black type, or	To the Registrar of Companies	For official use	Company number 1690631
bold block lettering	Name of Company		
delete if	BRITA	ANNIA WOODWORKING	Limite
	hereby gives you notice in accorda [extraordinary] [special]† resolution	ance with section 63 of the Companie on of the company dated19TH My has been increased by the addition	ARCH 1984
Note		beyond the registered capital of £	
delete as appropriate Note This notice and a printed copy of the resolution authorising the increase must be forwarded to the Registrar of Companies within 15 days		thorising the increase is forwarded b	
forwarded to the Registrar of Companies within 15 days	Number of shares	Class of share	Nominal amount of each sha
alter the passing of the resolution •	24,900	ORDINARY	£1
	The conditions (eg. voting rights, of shares have been or are to be issued.)		c.) subject to which the new
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> Presentor's name, address and reference (if any): AE/JE/B18/H

JOLLIFFE CORK & CU 6 WEST PARADE **WAKEFIELD** WF1 1LX



Signed 🏋

Printed & Supplied by:larden & Some I imited I and and Information Services Printers and Publishers.

For official use General section

[Director] [Secretary] Date



C "11.8T

Form 3.10

The Insolvency Act 1988 Administrative Receiver's Report 5.48(1)

Receiver's Report
Pursuant to section 48(1) of the Insolvency
Act 1936 and Rule 3,8(3) of the Insolvency
Rules 1986

	To the	Registrar of Companies	For official use
			Company Number
	Name	of Company	· · ·
insent full name of company		eritatiia woodworking	Limited
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	of .	KPHG PEAT HARWICK	
	ه لوکيسا	1 The Embankment, Neville Stre	er
	•	Leeds, 151 40%	
CONTRACTOR OF THE STATE OF THE	CH COLL	strative receiver(s) of the company at its and a copy of the statement of affairs	Dated 28th 1913
IAR10	Signe	1_3&	Dated As MAX (C)
Presenter's name, address and reference (if any)		Inso	For Official Use

Britannia Woodworking Limited (In Administrative Receivership)

Report of the Joint Administrative Receivers Pursuant to Section 48 of the Insolvency Act 1986

1 Introduction

In accordance with Section 48 of the Insolvency Act 1986, I set out below my report on the receivership of Britannia Woodworking Limited ("Britannia") following the appointment of Martin Shaw and myself as Joint Administrative Receivers of the Company on 27 January 1993.

2: Statutory information

Company number:

1690631

Date of incorporation:

12 January 1983

Regimered office:

I The Embankment

Nevilla Street

LEEDS LSI 4DW

Trading address:

Britannia Works

Asigap Lane NORMANTON WFG 2DT

Business

Contract follows to the building industry

Directors

W E Bowling B Rhodes A I Rushfonh G I Manhews

Anthorized shore capitals

25,000 £1 ordinary shares

ksood share capital:

Clayton Boxmore Group Holdings PLC

W E Bowling & Clayton Bowmore

Group Holdings PLC

24,999

1

25,000

3 Events leading up to receivership

The principal activity of Britannia was the manufacture of joinery products for the construction industry. The majority of the Britannia's sales were to fellow group company CBM Construction Limited which along with Britannia is a wholly owned subsidiary of Clayton Bowmore Group Holdings PLC.

The downturn in construction activity due to the recession together with a high fixed overhead cost base of the group meant that the group could not operate within its overdraft facility. As a result in January the directors of Britannia invited the Bank to appoint an administrative receiver. On 27 January 1993 my partner and I were appointed Joint Administrative Receivers of Britannia under powers contained in a mostgage debenture containing fixed and floating charges granted in favour of the Bank dated 17 January 1934.

4 Statement of affairs

A sworm statement of affairs has been submitted to me by the directors and a summary of it is attached to this report.

5 Action taken since appointment

Following my appointment on 21 January 1993 the husiness was advertised for sale as a going concurr. Regulably, a going concern sale has not been achieved.

In order to maximize stock and book debt realizations I allowed the Company's business to continue in the short term to complete work in progress on hand at the date of my appointment. Trading has now ceased and an assison is being prepared for a sale of the Company's available chattel assets.

6 Defeature holder

The amount owing to Mational Westminster Bank FLC, at the date of appointment, include amounts due under guarantees given by Britannia on 15 August 1991 for the amount of Clayton Bowmone Group Holdings PLC and totals £1,852,640.

7 Preferential creditors

My estimate of preferencial creditors are as follows:

	£'000
Paye & Nic	10
Arrears of pay & holiday pay	12
Pension scheme	
	24

Given the level of anticipated floating charge realisations the preferential creditors should be paid in full.

8 Unsecured creditors

Until the remaining assets of Britannia and other group companies are sold, it is not possible to advise whether there will be any dividend payable to unsecured creditors.

J R Whale Joint Administrative Receiver

7 April 1993

Statement o	
atement as to affa	airs of Britannia Woodworking LTD
n the 87 JANUARY	1993 the date of the Administrative Receiver's Appointment
iffidavit his affidavit must aths when you ha	be swom or affirmed before a Solicitor or Commissioner of ve completed the rest of this form.
WICHARY	FOWERD LOWILING
	1 78/80 OUZ LAHRLE GARRA, LOFTANO
test of my knowled	the several pages attached marked <u>JAP9A/A/9B</u> are to the fige and belief a full, true and complete statement as the affairs to company as at <u>JATSHAY/99</u> the date of the appointment are receiver and that the said company carned on business as
Swarm/ affirmed at	-21A LITTER WASTERTH, WANKFIRED, WILL
Dato	23 AP FASAVONY 1993
Signatures Before me	1. A. Herling:
mandla ma	
	1. Enterton of Commissioner of Oaths

The Solicitor or Commissioner is particularly requested, before swearing/ affirming the affidavit, to make sure that the full name, address and description of the Deponent are stated, and to initial any crossings-out or other alterations in the printed form. A deficiency in the affidavit in any of the above respects will mean that it is refused by the court, and will necessitate its being re-sworn/re-affirmed.



A—Summary of Assets

ssets		Book Value	Estimated to Realise
Assets specifically pwiged:—		٤	ε
TRADE DEBIORS		363238	17906
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	."		D #
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RECHISTRACTOM		275	-
STOCK AND WORK IN PROSPESS	П	33136	30000
			v
Sumaren toral assers available for oreferennal creditors	£	472662	73923
SignatureCate	~ ~		

A1-Summary of Liabilities

•			Estimated to realise £
Estimated total assets available for preferential creditors (carried from page A)		£	73923
Liabilities:			
Preferential creditors:	ε .		
vat National Insurance	689 3273		
Paye: Enproyees wages	3783 14000		21056
Esti tred deficiency/surplus as regards preferential creditors		٤	52867
Debts secured by a floating charge:—	.	11 12 14 16	
- -		2) 11) 27 27	
Estimated deficiency/surplus of assets available for non-preferential creditors		£ 55	52867
Nan-preferentral clairms:—		11	
· · · · · · · · · · · · · · · · · · ·	E		
TRADE CREDITORS	52677		
		j	52677
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	25000	ย ส #	25000
stimated total deficiency/surplus 29 regards members		٤	(24810)
Signature Date			

COMPANY CHEDITOUS

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Date security given							25 (Table 1) (Ta			i.							
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COMPANY CREDITORS

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COMPANY CREDITORS

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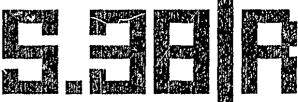
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The Insolvency Act 1986

Receiver or Manager or Administrative Receiver's Abstract of Receipts and Payments



	Pursuant to Insolvency Rule 3.32(1986	Act 1986	38 of the Insolvency	Rulos					
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1 The Embanhment Neville Street Leeds ISI 4DW

Ref: BRITGO1/AMB/JCT/EW

For Official Use Insolvency Sect RABI

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the
total amounts
receiver since he was
appointed

Ī	RECEIPTS	£
	Brought forward from previous Abstract (if any)	0.00
đ	Receivers Trading Book Debts Interest Receivable Corporation Tax Flant & Machinery VAT Payable	42784.36 49505.65 51.47 20720.75 67144.55 19241.08
ti i		
!	Carried forward to *continuation sheet/next Abstract Physiks	199447.86 £
	Brought forward from previous Abstract (if any)	0.00
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161686.61

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Certificate Number: M017482

The Insolvency Act 1986, Bankruptcy (Scotland) Act 1985

Delete as appropriate

Pursuant to Rules 12 and 13 of the Insolvency Practitioners Regulations 1986

Authorised Insolvency Practitioners Certificate of Specific Panalty

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Nature of Appointm	eni	30	oint Admir	nistrat	ive Receiver
Name of Surety/Ca and Address of Isou		34- Lon	al Insurance (U) 36 Lame Street don 3M 7JE		
Bond Number/Rene	wall Data				31st March 1993
Full Name of Principal Office Hold and Address	en M A Shaw KFMS Peat M The Embar Neville Str Leeds 151 400	nkment	r®sr € 1 kom hl kiron	1.2. monutativ Skriptiving, a	
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aspect of the abov	e-amendoned raction of	rzii be im the sumh			
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Certificate Number: Md

The Insolvency Act 1986, Bankruptcy (Scotland) Act 1985

Pursuant to Rules 12 and 13 of the Insolvency Practitioners Regulations 1986

Authorised Insolvency Practitioners Certificate of Specific Penalty

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		For	Official Use	
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Brittania Woo	dworking Limited			
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රූපදා සියි	or religion or the disposition of termina	១ ៩៤៣		
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		Insolvency S	ji Ji promin	Post Room

Delete as appropriate NOTE: FILING INSTRUCTIONS ARE ON THE BACK OF THIS FORM

M

Rule 3.32 The Insolvency Act 1986

Receiver or Manager or Administrative Receiver's Abstract of Receipts and Payments S.38/R

Pursuant to section 38 of the Insolvency Act 1986 Rule 3.32(1) of the Insolvency Rules 1986

	To the Registrar of Companies	For official use
*Administrative	*To the company	Company Number
Receivers asly	*To the members of the creditors' committee	8
	*To the appointor of administrative receiver	1690631
	Name of Company	
Insent full name of	BRITANNIA WOODWORKING LIMITED	
уйварт		Limited
	N/WeR WHATE A M.A SHAW	
	of the embassment	
	GEVILLE STREET	
	LLEDS, ISI 4DW	
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l'assan d'ate	27 JANUARY 1993	
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	27 Jaszzaky 1994	
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	m.a.va	2 Date 6.2.95
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o f anyd	1 THE EMBAYKAZIMI	olvenr -
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Note

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed.

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Abstract

Receipts		
Brought forward from previous Abstract (if any)	£	р
	199447	86
BANK INTEREST GROSS	408	5!
wages & Salaries	136	90
		1
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		1 1
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Payments		
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