

THE COMPANIES ACTS 1948 TO 1980

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

41a

Please do not write in this binding margin



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

\*Insert full name of Company.

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

For official use

Company number

☐ ☐ ☐
☐ 1761497 / 1

Name of Company

MAGICFIELD LIMITED

I, SUNDER MANSUKHANI  
of 183/185 BERMONDSEY STREET  
LONDON SE1 3UW

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

do solemnly and sincerely declare that I am a person named as Director of the Company in the statement delivered under section 21 of the Companies Act 1976

of MAGICFIELD LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at STAPLE INN BUILDINGS  
(SOUTH), STAPLE INN,

LONDON WC1

the 21<sup>st</sup> day of September

One thousand nine hundred and eighty-three

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

Signature of Declarant

[Signature]

A. J. HOOPER

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

STEPHEN COX & CO.  
(LEGAL SERVICES) LIMITED  
183/185 BERMONDSEY STREET  
LONDON S.E.1.  
01-407 5122

For official use  
New companies section

Post room



27.9.83

THE COMPANIES ACTS 1948 to 1981.



1761497

COMPANY LIMITED BY SHARES.



# Memorandum of Association

OF

MAGICFIELD LIMITED

1. The name of the Company is MAGICFIELD LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
  - (A) (1) To carry on business as manufacturers, repairers, servicers and hirers of, renters of and wholesale and retail dealers in radio, electrical and mechanical apparatus of every kind, including radio and television sets, video, high fidelity, stereophonic and cassette equipment, tape recording machines and apparatus, gramophone and all other electrical and mechanical sound and visual reproducing apparatus and equipment, valves, cabinets, components, accessories and domestic appliances of every description, and of and in gramophone and other records, tapes and cassettes, vacuum cleaners and components parts thereof; refrigerators, washing machines, artificial lighting apparatus, electrical plant, machinery, fittings, cooking, heating and ventilating plant, musical instruments and music and to carry on business as electronic, radio and electrical specialists, engineers and contractors.
  - (2) To carry on business as electrical engineers and general electrical and lighting contractors and installers, wireless engineers and service agents, motor, mechanical, power and general engineers, iron-mongers, hardware dealers, joiners, carpenters, builders, decorators, plumbers, furniture manufacturers, house, shop and office furnishers and fitters, carriers and haulage contractors.



Williams + Glyn's  
£500-00 P/10 326102.

(B) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property; whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company.

(D) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid.

(E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be.

(F) To apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired.

(G) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the world.

(H) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and

securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

(I) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient.

(J) To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies.

(K) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(L) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(M) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed.

(N) To establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(O) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.

(P) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company

in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.

(Q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(R) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent or useful object of a public character.

(S) 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, and for such purpose to distinguish and separate capital from profits, 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.

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



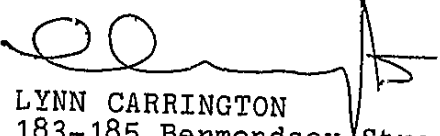

(U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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
 SUNDER MANSUKHANI 183-185 Bermondsey Street, London, SE1 3UW.  Law Stationer.	 ONE
 LYNN CARRINGTON 183-185 Bermondsey Street, London, SE1 3UW.  Secretary.	 ONE

DATED the 18<sup>th</sup> day of September 1983.

WITNESS to the above signatures :-



MANZOOR M. SHAIKH  
183-185 Bermondsey Street,  
London, SE1 3UW.

Law Stationer.

THE COMPANIES ACTS 1948 to 1981.

\_\_\_\_\_  
COMPANY LIMITED BY SHARES.  
\_\_\_\_\_

1761497/4

# Articles of Association

OF

MAGICFIELD LIMITED

## PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948, as in force at the date of incorporation of the Company, (hereinafter referred to as "Table A"), shall apply to the Company.

2. Regulations 11, 24, 75, 77 and 79 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

## SHARES

3. The Company is a private company limited by shares and, accordingly,

- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company, and
- (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

are prohibited.

4. The directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit, subject to the provisions of Articles 3 and 5 hereof and provided that no shares shall be issued at a discount.

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

6. In regulation 3 of Table A for the word "ordinary" there shall be substituted the word "special" and the words from "on such terms" to the end shall be omitted.

7. Subject to the provisions of Part III of the Companies Act 1981, the Company is authorised to purchase its own shares.

#### LIEN

8. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not they are fully paid shares) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the



provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### TRANSFER AND TRANSMISSION OF SHARES

9. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 22 of Table A shall be modified accordingly.

10. Save in the circumstances set out in the next succeeding Article the directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

11. Subject as hereinafter provided

- (a) any share may be transferred to a person who is already a member of the Company;
- (b) any share may be transferred by a member of the Company to any child or remoter issue, parent, brother, sister, or spouse of that member, and any share of a deceased member may be transferred by his personal representatives to any child or remoter issue, parent, brother, sister, widow, or widower of such deceased member and shares standing in the name of a deceased member or his personal representatives may be transferred to the trustees of his will; and
- (c) any share standing in the names of the trustees of the will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

Provided always that nothing hereinbefore in this Article contained shall prevent the directors from declining to register a transfer of a share (i) on which the Company has a lien or (ii) to any infant, bankrupt or person of unsound mind.

12. The proviso to regulation 32 of Table A shall not apply to the Company.

#### GENERAL MEETING

13. Every notice convening a general meeting shall comply with the provisions of section 136(2) of the Act as to giving information 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 auditors for the time being of the Company.

#### DIRECTORS

14. Unless and until the Company in general meeting shall otherwise determine, the number of directors shall be not less than one nor more than seven. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

15. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under section 21 of the Companies Act 1976.

#### BORROWING POWERS

16. The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to section 14 of the Companies Act 1980, 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.

#### POWERS AND DUTIES OF DIRECTORS

17. Paragraphs (2) and (4) of regulation 84 of Table A shall not apply. A director may vote 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 the quorum present at any meeting at which any such contract or arrangement is considered.

18. Any director may appoint any person approved by the board of directors to be an alternate director and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to receive notice of meetings of directors and to attend and vote thereat, but he shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the director appointing him and agreed between the said director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the directors or by an ordinary resolution of the Company in general meeting. Any appointment or revocation made under this Article shall be in writing under the hand of the director making the same.

#### DISQUALIFICATION OF DIRECTORS

19. In regulation 88 of Table A(i) the words "ceases to be a director by virtue of section 182 or 185 of the Act" shall be omitted and in substitution therefor there shall be inserted the words "is removed from office by resolution duly passed under section 184 of the Act" and (ii) all the words after "by notice in writing to the Company" shall be omitted.

#### ROTATION OF DIRECTORS

20. In regulation 89 of Table A after the words "then the number nearest" shall be inserted the words "to but not exceeding".

#### SECRETARY

21. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.

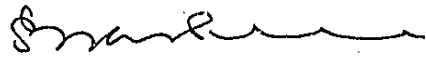
#### NOTICES

22. In regulation 131 of Table A, all the words after the words "letter containing the notice" shall be omitted, and in substitution therefor there shall be inserted the words "and, if posted by pre-paid first-class mail, to have been effected at the expiration of 24 hours after the letter containing the same is posted, and, if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post".

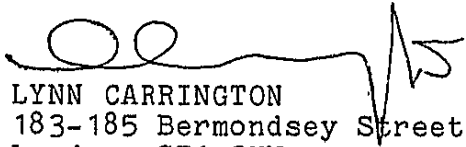
INDEMNITY

23. In addition to the indemnity contained in regulation 136 of Table A and subject to the provisions of section 205 of the Act every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

  
SUNDER MANSUKHANI  
183-185 Bermondsey Street,  
London, SE1 3UW. ✓

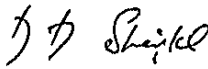
Law Stationer.

  
LYNN CARRINGTON  
183-185 Bermondsey Street,  
London, SE1 3UW. ✓

Secretary.

DATED the 18<sup>th</sup> day of September 1983.

WITNESS to the above signatures :-

  
MANZOOR M. SHAIKH  
183-185 Bermondsey Street,  
London, SE1 3UW. ✓

Law Stationer.



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

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

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

1

Please do not  
write in this  
binding margin

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

Name of Company

Company number

1761497 / S

\* delete if  
inappropriate

MAGICAL	Limited*
---------	----------

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

183/185 BERMONDSEY STREET, LONDON, S.E.1.
--

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

X

STEPHEN COX & CO. (LEGAL SERVICES) LIMITED
183-185 BERMONDSEY STREET
LONDON SE1 3UW

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

Presentor's  
reference (if any):

For official use  
General section

Post room

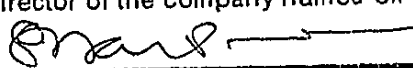


The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



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

Name (note 2)	Business occupation
SUNDER MANSUKHANI	LAW STATIONER
Former name(s) (note 3) NONE	Nationality
Address (note 4)	BRITISH
183-185 BERMONDSEY STREET	Date of birth (where applicable) (note 6)
LONDON SE1 3UW	
Particulars of other directorships (note 5)	
STEPHEN COX & CO. (LEGAL SERVICES) LIMITED	
STEPHEN COX & CO. (LAW AGENTS) LIMITED	
STEPHEN COX & CO. (MICROFILMING) LIMITED	
SOLICITORS & GENERAL TYPEWRITING CO. LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature 	Date 15 SEP 1983

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

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

Please do not  
write in this  
binding margin



**Important**

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

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)	
LYNN CARRINGTON	
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	
183-185 BERMONDSEY STREET	
LONDON SE1 3UW	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 15 SEP 1983


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

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

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

† delete as  
appropriate

Signature  [Subscriber] [Agent]† Date 15 SEP 1983

Signature  [Subscriber] [Agent]† Date 15 SEP 1983



# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1761497

I hereby certify that

MAGICFIELD 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 the Companies Registration Office,

Cardiff the

14TH OCTOBER 1983

*J. L. L. L.*  
J. L. L. L.

an authorised officer

**A****THE COMPANIES ACTS 1948 TO 1976****Notice of accounting reference date**

Pursuant to section 2(1) of the Companies Act 1976

**2**Please do not  
write in this  
binding margin

To the Registrar of Companies

For official use

Company number



Name of company

[ ] [ ] [ ] [ ]

1761497

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

MAGICFIELD

Limited\*

\*delete if  
inappropriate

hereby gives you notice in accordance with subsection (1) of section 2 of the Companies Act 1976 that the accounting reference date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

**Important**  
The accounting  
reference date  
to be entered  
alongside  
should be  
completed as  
in the following  
examples:

Please mark X in the box below if a public company

Day	Month
3	1 0 1

31 March

Day Month

3 1 0 3

5 April

Day Month

0 5 0 4

31 December

Day Month

3 1 1 2

Signed *[Signature]* [Director] [Secretary]† Date 17th February 1984

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

Evershed & Tomkinson  
10 Newhall Street  
Birmingham B3 3LX

Ref: SL/11

For official use

General section

Post room



23/30

£400



24.2.84

Company Number : 1751497

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

MAGNETFIELD LIMITED

AT an Extraordinary General Meeting of the Company held on  
17<sup>th</sup> February 1984 the following Resolution was duly passed as a  
Special Resolution:-

RESOLUTION

THAT the name of the Company be changed to **HURSTWOOD**  
**LIMITED**

*hurbrie*  
Chairman of the Meeting



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1761497

I hereby certify that

*14 15*

MAGICFIELD LIMITED

having by special resolution changed its name, is now  
incorporated under the name of

HURSTWOOD LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 14TH MARCH 1984

*D. G. Blackstock*

D. G. BLACKSTOCK  
an authorised officer

13.

The Companies Acts 1948 to 1981

---

COMPANY LIMITED BY SHARES

---

SPECIAL RESOLUTIONS

of

MAGICFIELD LIMITED

---

AT an Extraordinary General Meeting of the Company held on 17th February 1984 the following Resolutions were passed as Special Resolutions:-

RESOLUTIONS

1. THAT: (1) The authorised share capital of the Company be increased to £100,000 by the creation of an additional 99,900 Ordinary Shares of £1 each such share to rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.
- (2) The Memorandum of Association of the Company be amended by deleting Clause 3 thereof and by substituting therefor the new Clause 3 which is set out in the document marked "A" submitted to this Meeting and for the purposes of identification signed by the Chairman.
- (3) The Regulations contained in the printed document submitted to this Meeting marked "B" and for the purposes of identification signed by the Chairman be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

To certify this document as a true copy of the original.

*Evershed & Tuckman*

Evershed & Tuckman,  
10 Newhall Street, Birmingham. B3 3LX.



(4)

Notwithstanding and in derogation of the provisions of Articles 4 and 5 of the Articles of Association of the Company adopted pursuant to sub-paragraph (3) of this resolution:-

- (a) In accordance with Section 14 of the Companies Act 1980, the Directors be and are hereby generally and unconditionally authorised, for the period commencing on and with effect from the date of adoption of this Resolution and expiring on the fifth anniversary of such date, to allot up to 99,998 Ordinary Shares of £1 each.
- (b) In accordance with Article 5.1 the Directors be and are hereby given power to allot Shares in the capital of the Company pursuant to the authority conferred by sub-paragraph (4) (a) of this Resolution as if Article 5.1 did not apply to such allotment.

2. THAT the name of the Company be changed to HURSTWOOD LIMITED

*Laikizri.*

Chairman of the Meeting

## THE COMPANIES ACTS 1948 TO 1976

## Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in block type, or  
bold block lettering.

To the Registrar of Companies

For official use Company number

14

1761497

Name of Company

MAGICFIELD

Limited

\*delete if  
inappropriate

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by ~~ordinary~~  
~~extraordinary~~ [special] resolution of the company dated 17th February 1984

\*delete as  
appropriate

the nominal capital of the company has been increased by the addition thereto of the sum of  
£ 99,900 beyond the registered capital of £ 100

## Note

This notice and a  
printed copy of  
the resolution  
authorising the  
increase must be  
forwarded to the  
Registrar of  
Companies  
within 15 days  
after the passing  
of the resolution

A printed copy of the resolution authorising the increase is forwarded herewith  
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
99,900	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not)  
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

The new Ordinary Shares rank pari passu  
in all respects with the existing Ordinary  
Shares in the capital of the Company.

Please tick here if  
continued overleaf\*delete as  
appropriate

Signed

Larkin

[Director] [Secretary] Date 17th February 1984.

Presentor's Name and Address:-

EVERSHED & TOMKINSON,  
10, NEWHALL STREET,  
BIRMINGHAM,  
B3 3LX.

REFERENCE: SL/11

For official use  
General section

Post room



Certificate No: 1761497

*16*

The Companies Acts 1948 to 1981

*A. 24/5*

*Charles*

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

*C/N HURS*

MAGICFIELD LIMITED

(As amended by Special Resolution passed on *17<sup>th</sup> February 1984*)

Incorporated on 14th October 1983

Evershed & Tomkinson  
Solicitor  
Birmingham B3 3LX





---

COMPANY LIMITED BY SHARES

---

MEMORANDUM OF ASSOCIATION

-of-

MAGICFIELD LIMITED

(As amended by Special Resolution passed on 17<sup>th</sup> February 1984 )

---

1. The name of the Company is MAGICFIELD LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - 3.1     3.1.1     To acquire the whole of the issued share capital of Choice D.I.Y. Limited.
  - 3.1.2     To act as the co-ordinating and controlling company for the Choice group of companies as from time to time constituted and to control and co-ordinate the policy, activities and administration and to promote the beneficial co-operation of any companies in which the Company is interested with one another and with the Company and with any other person, firm or company carrying on any undertaking which may appear for the time being capable of being carried on so as to benefit the Company, and to make or do or assist in making or doing, such arrangements and things as may be considered desirable with a view to causing the business of any such companies to be carried on economically and profitably and to promote the success thereof.
  - 3.1.3     To carry on all or any of the businesses of proprietors and operators of do-it-yourself and hardware shops, stockists, suppliers, manufacturers, importers, exporters, processors, distributors, producers, and merchants of and wholesale and retail dealers in do-it-yourself equipment and home decorating kits, colouring matters, dyes, stains, varnishes, waxes, polishes, spirits, oils, enamels, distempers, celluloids, plastics and finishes of all kinds, and of, and in brushes, pots, steps, ladders, trestles, scaffolding and other utensils, equipment, apparatus and materials required for or used in connection with decorating and painting trades, domestic

and industrial decorating products, preparations, substances, liquids and supplies of every description, manufacturers of and dealers in paints, wallpapers, friezes, hangings and coverings of all kinds, and of and in tools, hardware, ironmongery and machinery of every description, fancy goods merchants and toy dealers, manufacturers of and dealers in ornamental and decorative products for household or personal use or adornment; timber merchants, carpenters and joiners, manufacturers of and dealers in doors, cabinets, work units and other fabrications of every description, builders and general contractors for the erection, repair and decoration of buildings and properties of all kinds, consultants, advisers and contractors for the painting, decorating and furnishing of homes, factories, workshops, offices, structures, buildings and properties of all kinds, painters', decorators' and builders' merchants, plumbers, glaziers, sanitary, gas, electrical, hot water and general engineers, complete house, shop and office fitters and furnishers, suppliers of furniture, fittings, soft furnishings, carpets, linoleums and floor coverings of every description, haulage and transport contractors, architects, surveyors and general merchants, traders and warehousemen; and 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.

- 3.2 Either directly or indirectly (including, but without prejudice to the generality of the foregoing, through the medium of any one or more subsidiary or associated companies) to enter into, carry on, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, activities and businesses of every description and generally to do all such things whatsoever as, in the opinion of the Directors of the Company, may be advantageously carried on by the Company or are calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- 3.4 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- 3.5 To erect, construct, lay down, maintain, enlarge, alter, pull down, remove or replace all such buildings or other works or plant and machinery as may be necessary or convenient for the Company's business, and to contribute to or subsidise the doing of any such things.
- 3.6 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of and

the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (as defined by Section 154 of the Companies Act 1948) or a subsidiary (as defined by the said Section) of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business.

- 3.7 To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- 3.8 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or 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 subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, or any other securities which the Company has power to issue by way of mortgage and also by way of security for the performance of any contracts or obligations of the Company or other persons or corporations having dealings with the Company or in whose business or undertakings the Company is interested, whether directly or indirectly, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 3.9 To lend, invest and deal with the moneys of the Company upon such securities and in such manner as may from time to time be determined and to advance money or give credit to such persons and on such terms as may seem expedient.
- 3.10 To receive money on deposit or loan upon such terms as the Company may approve and to give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company.
- 3.11 To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or the dependants or connections of any of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions, insurances and other benefits for any such persons as aforesaid, their dependants or connections and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors of the Company, be calculated directly or indirectly to benefit the Company or its officers or employees or the officers or employees of any such holding company or subsidiary as aforesaid and to institute and maintain any club or other establishment or profit sharing or incentive scheme calculated to advance the interests of the Company or its officers or employees or the officers or employees of any such holding company or subsidiary as aforesaid.
- 3.12 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 3.13 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 or special rights or restrictions in respect of dividend, repayment of capital, voting 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.

- 3.14 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 or stock of any company or corporation with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting 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, stock or securities so acquired.
- 3.15 To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- 3.16 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- 3.17 To purchase or otherwise acquire, take over 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 authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of this Company.
- 3.18 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 may be made except with the sanction (if any) for the time being required by law.
- 3.19 To pay all or any of the incorporation and other preliminary expenses of the Company.
- 3.20 To do all or any of the above things in any part of the world and either as principals, agents, trustees, nominees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.21 To do all such 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, except where used in reference to this Company, shall be deemed to include any partnership, Government or any statutory, municipal or public body, any body corporate, association, syndicate 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 of the paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur

or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

#### NOTE

By Special Resolution passed on 1984 the authorised share capital of the Company was increased from £100 to £100,000 by the creation of an additional 99,900 Ordinary Shares of £1 each to rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

---

NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of Shares taken  
by each Subscriber

---

SUNDER MANSUKHANI  
183-185 Bermondsey Street  
London  
SE1 3UW

ONE

Law Stationer

LYNN CARRINGTON  
183-185 Bermondsey Street  
London  
SE1 3UW

ONE

Secretary

---

DATED the 15th day of September 1983

WITNESS to the above signatures:

MANZOOR M. SHAIKH  
183-185 Bermondsey Street  
London  
SE1 3UW

Certificate No.: 1761497

6  
L-242

The Companies Acts 1948 to 1981

---

COMPANY LIMITED BY SHARES

---

NEW  
ARTICLES OF ASSOCIATION

-of-

MAGICFIELD LIMITED

(Adopted by Special Resolution passed on 17<sup>th</sup> February 1984)

---

Incorporated on 14th October 1983

---

Evershed & Tomkinson  
Solicitors  
Birmingham B3 3LX

14.8.84

23 FEB 1984

---

COMPANY LIMITED BY SHARES

---

NEW

ARTICLES OF ASSOCIATION

of

MAGICFIELD LIMITED

(Adopted by Special Resolution passed on 17<sup>th</sup> February 1984)

---

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall constitute the regulations of the Company. In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail.
2. Regulations 2, 4, 22 to 24 (inclusive), 44, 53, 62, 75, 77, 79, 87 to 94 (inclusive), 98, 99, 106 to 109 (inclusive) and 136 of Table A shall not apply to the Company.
3. In regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "regulations" and the sentence "Any reference to any statutory provision shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of such regulation.

SHARE CAPITAL

4. 4.1 The share capital of the Company at the time of the adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each.
- 4.2 Subject to the provisions of Articles 5 and 7 and section 14 of the Companies Act 1980, all the unissued shares for the time being in the



capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as they think proper, provided that no shares shall be issued at a discount.

- 4.3 Pursuant to section 14 of the Companies Act 1980, the Directors are hereby given general authority to allot up to 99,998 Ordinary Shares of £1 each in the capital of the Company in accordance with Article 4.2 in addition to shares shown in the Memorandum of Association to have been taken by the subscribers thereto, such authority to expire on the last day of the period of 12 months commencing on the date of incorporation of the Company.
5.
  - 5.1 Subject to any direction to the contrary which may be given by the Company by Special Resolution and subject and without prejudice to the provisions of regulations 128, 128A and 129 of Table A and Article 5.2 hereof, any shares in the capital of the Company which are for the time being unissued shall be available for issue only as shares identical in all respects to the existing Ordinary Shares of the Company, and shall, before issue, be offered to the members in proportion, as nearly as may be, to the number of shares held by them respectively. The offer, which shall be in writing, shall specify the number of shares offered and the price per share and limit the time (not being less than 7 days after service) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that time, or on the receipt of an intimation from any person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares so declined or deemed to have been declined in like manner to such of the other members as accepted the original offer in full. If any of the shares comprised in such further offer are declined or deemed to be declined the Directors may dispose of those shares in such manner as they think most beneficial to the Company.
  - 5.2 No shares shall be issued to any infant, bankrupt or person of unsound mind.
  - 5.3 The provisions of subsections (1), (6) and (7) of section 17 of the Companies Act 1980 shall not apply to the Company.
6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holder or holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles relating to general meetings shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class but so that, if at any adjourned meeting of such holders a quorum as before defined is not present, the holder or holders of shares of the class present in person or by proxy shall be a quorum and that any holder of shares of the class present in person or by proxy may demand a poll and, on a poll, shall have one vote in respect of every share of the class held by him.
7. The Company is a private company to which section 15 of the Companies Act 1980 applies and accordingly:-

- 7.1 any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
- 7.2 any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

is prohibited.

#### LIEN

8. In regulation 11 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

#### TRANSFER OF SHARES

9. All transfers of shares shall be effected by instrument in writing in any form authorised by the Stock Transfer Act 1963, or in such other form as the Directors may from time to time approve. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of these Articles be deemed a transfer.
10. Except in the case of partly paid shares, when the instrument of transfer thereof shall be signed by or on behalf of the transferor and the transferee, the provisions of the Stock Transfer Act 1963 shall apply to any instrument of transfer and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
11. 11.1 The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares not being fully paid shares to a person of whom they shall not approve, and they may also decline to register any transfer of shares (whether fully paid or not) where the Company has a lien on such shares.
- 11.2 No shares may be transferred to any infant, bankrupt or person of unsound mind.
12. 12.1 Subject to the provisions of Article 11 and regulation 25 of Table A:-
- 12.1.1 any share may be transferred at any time by a member to his spouse or to any issue of that member;
- 12.1.2 and subject and without prejudice to the provisions of regulations 30 and 31 of Table A, any share standing in the name of a deceased member may at any time be (a) transferred by his personal representatives to the widow or widower or any issue of such deceased member or to any other member or (b) transferred to or placed in the names of his personal representatives or of the trustees for the time being of his Will;

12.1.3 and without prejudice to regulation 7 of Table A, any share may be transferred at any time by a member to any persons who are shown to the satisfaction of the Directors to be the trustees of an approved settlement (as hereinafter defined) and receiving such share in that capacity;

12.1.4 and without prejudice to regulation 7 of Table A, any share which pursuant to the foregoing provisions of this Article 12.1 is standing in the names of the personal representatives or trustees for the time being of the Will of a deceased ex-member or standing in the names of the trustees for the time being of an approved settlement may be transferred at any time (a) to any persons who are shown to the satisfaction of the Directors to be new trustees of that Will or of that settlement or (b) to any widow, widower, spouse or issue of that deceased ex-member or of the person who made that settlement or (c) to that person or (d) to any other member.

For the purposes of this Article 12.1, the expression "approved settlement" shall mean a settlement made by a member in favour of himself, his spouse or any of his issue or any one or more of them and the expression "member" shall not include any such personal representatives or trustees as are referred to in the foregoing provisions of this Article 12.1.

12.2 A member being a body corporate may (subject to Article 11) at any time transfer all or any of its shares to a member of the same group. For the purposes of this Article 12.2, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in section 154 of the Act) of the transferor company or a subsidiary (as defined in that section) of the transferor company or of any such holding company.

12.3 The Directors shall register a transfer made in accordance with the foregoing provisions of this Article but, save as aforesaid, and unless in any particular case all the members for the time being shall otherwise agree in writing, none of the shares of the Company shall be transferred except with the approval of the Directors. The Directors shall have an absolute discretion in giving or withholding such approval and need not give any reason for their action.

13. Except in the case of a transfer of shares expressly authorised by Article 12, the right to transfer shares in the Company shall be subject to the following restrictions, namely:-

13.1 Before transferring any interest in any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price (as hereinafter defined) to any members selected in accordance with the following provisions of this Article 13. The proposing transferor may, unless the transfer notice has been given or deemed to have been given pursuant to any of the provisions of Article 14, withdraw the transfer notice within 14 days after any auditors' certificate is issued in connection with the transfer notice under Article 13.6 but save as aforesaid a transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

13.2 All shares mentioned in any transfer notice shall be offered for sale by the Company at the prescribed price to all members (other than (a) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given and (b) any member to whom under the provisions of Article 11.2 shares may not be transferred) on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares. All offers of shares under this Article 13.2 shall be made by notice in writing and every such offer shall limit a time (not being less than 14 days nor more than 28 days) within which the offer must be accepted or in default will lapse.

13.3 13.3.1 If the Company shall within the prescribed period (as hereinafter defined) find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days after the date of such notice or (where necessary) so soon thereafter as the prescribed price shall have been determined. Provided always that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of his shares comprised in the transfer notice the foregoing provisions of this Article 13.3.1 shall not apply unless the Company shall have found purchasers for in aggregate the whole of such shares.

13.3.2 If in any case a proposing transferor after having become bound to transfer any shares to a purchaser shall make default in transferring such shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members as the holder of such shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

13.4 If the Company shall not within the prescribed period find purchasers willing to purchase all the shares and give notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the proposing transferor at any time thereafter up to the expiration of 3 months after the prescribed period shall be at liberty to transfer those shares for which the Company has not given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person and at any price (not being less than the prescribed price) but subject to the provisions of Articles 11 and 12.3.

- 13.5 The expression "the prescribed period" shall mean a period of 3 months from the date on which the transfer notice is given or deemed to be given or from the date of the auditors' certificate if the prescribed price is referred to the auditors in accordance with Article 13.7.
- 13.6 The expression "the prescribed price" shall mean such sum (apportioned per share) as shall be agreed upon between the proposing transferor and the Directors or in default of such agreement (or if the transfer notice has been deemed to have been given pursuant to Article 14.3) as shall be certified in writing pursuant to the provisions of Article 13.7 as being a fair price as between a willing seller and a willing buyer calculated on the basis of a valuation of the Company as a going concern at the date of the transfer notice (after taking into account any contingent liability of the Company for taxation or unrealised capital gains and any other contingent taxation liability of the Company) and multiplying such valuation by the fraction the numerator of which shall be the nominal value of the shares comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date.
- 13.7 If the proposing transferor and the Directors shall be unable to agree the prescribed price within 21 days after the transfer notice has been given (or if the transfer notice has been deemed to have been given pursuant to Article 14.3) the calculation of the prescribed price in accordance with Article 13.6 shall be referred to the Company's auditors acting as experts and not as arbitrators whose decision thereon shall be certified in writing to the proposing transferor and the Directors and be binding on them. The auditors shall be entitled, if thought fit, to obtain professional valuations of any of the Company's assets. The fees and expenses of the auditors (including expenses of any such valuation) shall be borne as to one-half by the proposing transferor and as to the balance amongst the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively or if there are no such purchasers such remaining half shall also be borne by the proposing transferor.
14. 14.1 Notwithstanding the foregoing provisions of Articles 12 and 13 any member who is a Director or employee of the Company or any of its subsidiaries and any member whose interest in any shares derives directly or indirectly from a Director or employee of the Company or any of its subsidiaries shall, upon such Director or employee ceasing to hold office as a Director or to be employed by the Company or any of its subsidiaries and if required by the holders of a majority in nominal value of the Ordinary Shares give a Transfer Notice in respect of all the shares then registered in his or their respective names
- 14.2 14.2.1 Subject to the provisions of Article 12, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.
- 14.2.2 Subject to the provisions of Article 12, a person entitled to a share in consequence of the death of a member shall be bound at any time after the date of such death, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all

the shares then registered in the name of the deceased member.

14.2.3 Subject to the provisions of Article 12, a member which is a body corporate shall be bound at any time after it has gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.

14.3 In any case where a transfer notice has been duly required to be given under this Article 14 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any of such shares in favour of a person to whom they may be transferred pursuant to Article 12 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.

#### TRANSMISSION OF SHARES

15. The proviso to regulation 32 of Table A shall be omitted.

#### ALTERATION OF CAPITAL

16. The Company may from time to time by Special Resolution increase the share capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

#### GENERAL MEETINGS

17. The words and figures "regulation 134 of these regulations" shall be substituted for the words "the regulations of the Company" in regulation 50 of Table A.

18. 18.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members present in person or by proxy shall be a quorum for all purposes.

18.2 In regulation 54 of Table A, 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 member or members present in person or by proxy shall be a quorum and will constitute a valid meeting for all purposes" shall be inserted immediately following the words "as the Directors may determine".

19. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be altered accordingly. Also, the words "or not carried by a particular majority" shall be inserted after the words "or lost" in such regulation 58.

## VOTES OF MEMBERS

20. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who is present in person or by proxy (not being himself a member) shall have one vote and, on a poll, each member shall have one vote for each share of which he is the holder.
21. Any such resolution in writing as is referred to in regulation 73A of Table A may consist of several documents in a like form each signed by one or more of the members (or, being corporations, their duly authorised representatives) referred to in that regulation.

## DIRECTORS

22. The number of the Directors shall not be less than two.
23. A Director shall not require a share qualification but shall be entitled to receive notice of, and to attend and speak at, all general meetings of the Company, and at any separate meeting of the holders of any class of shares in the Company.
24. The words "in general meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A.
25. In addition and without prejudice to regulation 76 of Table A, any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of lump sum, salary, participation in profits or otherwise as the Directors may determine.
26. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
27. In addition and without prejudice to the provisions of section 184 of the Act, the Company may by extraordinary resolution remove any Director from office at any time and may by ordinary resolution appoint another Director in his stead but such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

## BORROWING POWERS

28. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to section 14 of the Companies Act 1980, 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.

## POWERS AND DUTIES OF DIRECTORS

29. Provided a Director declares his interest therein in manner provided by the Act he may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising out of the same, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration and paragraphs (2) and (4) of regulation 84 of Table A shall not apply to the Company.
30. The Directors shall not be required to sign their names in a book kept for the purpose of recording attendances at meetings and regulation 86 of Table A shall be varied accordingly.

## DISQUALIFICATION OF DIRECTORS

31. The office of a Director shall be forthwith vacated:-
- 31.1 If (not being precluded from so doing by the terms of any contract with the Company) by notice in writing to the Company he resigns the office of Director.
- 31.2 If he becomes bankrupt or insolvent or enters into any arrangement with his creditors.
- 31.3 If he becomes of unsound mind.
- 31.4 If he is removed from office by a resolution duly passed pursuant to section 184 of the Act or Article 27.
- 31.5 If he is prohibited from being a Director by any order made under section 188 of the Act, section 9 of the Insolvency Act 1976 or under section 28 of the Companies Act 1976.

## ROTATION OF DIRECTORS

32. The Directors shall not be liable to retirement by rotation and accordingly all the words in regulation 95 of Table A following the words "eligible for re-election" and the second sentence of regulation 97 of Table A shall not apply to the Company.

## PROCEEDINGS OF DIRECTORS

33. 33.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all Directors indicate their willingness to accept shorter notice of a meeting of Directors, at least 3 days' prior notice of the time and place of each meeting of Directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of equality of votes the Chairman of the meeting shall have a second or casting vote.
- 33.2 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of the Directors shall be given to every Director in accordance with the provisions referred to in Article 41, but the non-



at any meeting of the Directors.

34. The quorum necessary for the transaction of the business of the Directors shall be two Directors or their respective alternates present throughout the meeting at which the business is to be transacted. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Director or Directors and/or alternate Director or Directors present shall be a quorum and will constitute a valid meeting for all purposes. It shall not be necessary to give any notice of an adjournment or of the business to be transacted to an adjourned meeting.
35. A resolution in writing signed by all the Directors for the time being entitled to receive notice of meetings of Directors shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents in a like form each signed by one or more of the Directors.

#### MANAGING OR EXECUTIVE DIRECTORS

36. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed to an executive office shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company) if he ceases from any cause to be a Director.
37. The Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a Director) as the Directors may determine.
38. The Directors may entrust to and confer upon a Managing Director, Manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time (subject to the terms of any agreement entered into in any particular case) withdraw, alter or vary all or any of such powers.

#### ALTERNATE DIRECTORS

39. 39.1 Any Director may at any time appoint another Director or any other person approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be by written notice, letter, telegram, cablegram, radiogram, telex message or other form of visible communication from the Director to the Company and shall be effective upon delivery at the registered office of the Company or at a meeting of the Directors.
- 39.2 Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has

been appointed vacates his office as Director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a Director, would cause him to vacate such office.

- 39.3 An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

- 39.4 Any alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration 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.

#### NOTICES

40. In regulation 131 of Table A, the words "by first class post" shall be inserted immediately following the words "prepaying, and posting" and the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted. The provisions of regulation 131 as so varied shall (mutatis mutandis) apply also to notices to Directors.

#### WINDING UP

41. In regulation 135 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how such division" and the word "members" shall be substituted for the word "contributories".

#### INDEMNITY

42. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, 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

Company Number : 1761497

19  
The Companies Act 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

HURSTWOOD LIMITED

AT an Extraordinary General Meeting of the above named Company duly convened and held on 22nd October 1985 the following Resolutions were duly passed as Special Resolutions of the Company:-

RESOLUTIONS

1. That Clause 3 of the Memorandum of Association of the Company be amended by adding the following words at the end of Clause 3.6:-  
  
"and further to guarantee and secure the performance of any person firm or company of any obligation undertaken by such person firm or company and to give such security in support of any such guarantee as may be considered expedient".
2. That the giving of financial assistance (as defined by Section 152 of the Companies Act 1985) by the Company to Chorusbridge Limited consisting of the giving of a Guarantee in favour of National Westminster Bank PLC ("the Bank") to secure the repayment by Chorusbridge Limited of all monies borrowed by Chorusbridge Limited from the Bank for the purpose (inter alia) of the acquisition of 39,000 Ordinary Shares of £1 each in the capital of the Company by Chorusbridge Limited be and it is hereby approved.
3. That the financial assistance details of which are set out in the declaration (Form 59a) made by the Directors of the Company on 22nd October 1985 (and which have been considered by the Meeting together with the Auditor's Report attached thereto) to be given by Choice D.I.Y. Limited to Chorusbridge Limited be approved in accordance with Section 155(5) of the Companies Act 1985.

1985

4.

That the Guarantee in favour of the Bank in the Bank's standard form (which is now produced to the Meeting and initialled by the Chairman for identification) to secure the repayment and discharge of the debts and liabilities of Chorusbridge Limited to the Bank from time to time be given to the Bank that the form of Guarantee be approved and that the Chairman be authorised to sign the same on behalf of the Company.

*Larky*  
.....  
Chairman of the Meeting

Certificate No. 1761497

20

The Companies Acts 1948 to 1981

---

COMPANY LIMITED BY SHARES

---

---

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolution passed on 17th February 1984  
and 22nd October 1985)

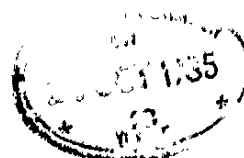
of

HURSTWOOD LIMITED

---

Incorporated 14th October 1983

Evershed & Tomkinson  
Solicitors  
Birmingham B3 3LX



The Companies Acts 1948 to 1981

---

COMPANY LIMITED BY SHARES

---

MEMORANDUM OF ASSOCIATION

of

HURSTWOOD LIMITED

(As amended by Special Resolutions passed on 17th February 1984  
and 22nd October 1985)

- 
1. The name of the Company is HURSTWOOD LIMITED.\*
  2. The registered office of the Company will be situated in England.
  3. The objects for which the Company is established are:-
    - 3.1.1 To acquire the whole of the issued share capital of Choice D.I.Y. Limited.
    - 3.1.2 To act as the co-ordinating and controlling company for the Choice group of companies as from time to time constituted and to control and co-ordinate the policy, activities and administration and to promote the beneficial co-operation of any companies in which the Company is interested with one another and with the Company and with any other person, firm or company carrying on any undertaking which may appear for the time being capable of being carried on so as to benefit the Company, and to make or do or assist in making or doing, such arrangements and things as may be considered desirable with a view to causing the business of any such companies to be carried on economically and profitably and to promote the success thereof.
    - 3.1.3 To carry on all or any of the businesses of proprietors and operators of do-it-yourself and hardware shops, stockists, suppliers, manufacturers, importers, exporters, processors, distributors, producers, and merchants of and wholesale and retail dealers in do-it-yourself

\*Note: Incorporated as Magicfield Limited, the name of the Company was changed to Hurstwood Limited on 14th March 1984

equipment and home decorating kits, colouring matters, dyes, stains, varnishes, waxes, polishes, spirits, oils, enamels, distempers, celluloids, plastics and finishes of all kinds, and of, and in brushes, pots, steps, ladders, trestles, scaffolding and other utensils, equipment, apparatus and materials required for or used in connection with decorating and painting trades, domestic and industrial decorating products, preparations, substances, liquids and supplies of every description, manufacturers of and dealers in paints, wallpapers, friezes, hangings and coverings of all kinds, and of and in tools, hardware, ironmongery and machinery of every description, fancy goods merchants and toy dealers, manufacturers of and dealers in ornamental and decorative products for household or personal use or adornment; timber merchants, carpenters and joiners, manufacturers of and dealers in doors, cabinets, work units and other fabrications of every description, builders and general contractors for the erection, repair and decoration of buildings and properties of all kinds, consultants, advisers and contractors for the painting, decorating and furnishing of homes, factories, workshops, offices, structures, buildings and properties of all kinds, painters', decorators' and builders' merchants, plumbers, glaziers, sanitary, gas, electrical, hot water and general engineers, complete house, shop and office fitters and furnishers, suppliers of furniture, fittings, soft furnishings, carpets, linoleums and floor coverings of every description, haulage and transport contractors, architects, surveyors and general merchants, traders and warehousemen; and 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.

- 3.2 Either directly or indirectly (including, but without prejudice to the generality of the foregoing, through the medium of any one or more subsidiary or associated companies) to enter into, carry on, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, activities and businesses of every description and generally to do all such things whatsoever as, in the opinion of the Directors of the Company, may be advantageously carried on by the Company or are calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes,

machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

- 3.4 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- 3.5 To erect, construct, let down, maintain, enlarge, alter, pull down, remove or replace all such buildings or other works or plant and machinery as may be necessary or convenient for the Company's business, and to contribute to or subsidise the doing of any such things.
- 3.6 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (as defined by Section 154 of the Companies Act 1948) or a subsidiary (as defined by the said Section) of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business and further to guarantee and secure the performance of any person firm or company of any obligation undertaken by such person firm or company and to give such security in support of any such guarantee as may be considered expedient.
- 3.7 To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- 3.8 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or 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 subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, or any other securities which the Company has power to issue by way of mortgage and also by way of security for the performance of any contracts or obligations of the company or other persons or corporations having dealings with the Company or in whose business or undertakings the Company is interested, whether directly or indirectly, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 3.9 To lend, invest and deal with the moneys of the Company upon such securities and in such manner as may from time to time



be determined and to advance money or give credit to such persons and on such terms as may seem expedient.

- 3.10 To receive money on deposit or loan upon such terms as the Company may approve and to give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company.
- 3.11 To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or the dependants or connections of any of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions, insurances and other benefits for any such persons as aforesaid, their dependants or connections and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors of the Company, be calculated directly or indirectly to benefit the Company or its officers or employees or the officers or employees of any such holding company or subsidiary as aforesaid and to institute and maintain any club or other establishment or profit sharing or incentive scheme calculated to advance the interests of the Company or its officers or employees or the officers or employees of any such holding company or subsidiary as aforesaid.
- 3.12 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 3.13 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 or special rights or restrictions in respect of dividend, repayment of capital, voting 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.
- 3.14 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 or stock of any company or corporation with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting 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, stock or securities so acquired.
- 3.15 To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests,

reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.

- 3.16 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- 3.17 To purchase or otherwise acquire, take over 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 authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of this Company.
- 3.18 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 may be made except with the sanction (if any) for the time being required by law.
- 3.19 to pay all or any of the incorporation and other preliminary expenses of the Company.
- 3.20 To do all or any of the above things in any part of the world and either as principals, agents, trustees, nominees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.21 To do all such 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, except where used in reference to this Company, shall be deemed to include any partnership, Government or any statutory, municipal or public body, any body corporate, association, syndicate 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 of the paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent

company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

NOTE

By Special Resolution passed on 17th February 1984 the authorised share capital of the Company was increased from £100 to £100,000 by the creation of an additional 99,900 Ordinary Shares of £1 each to rank par passu in all respects with the existing Ordinary Shares in the capital of the Company.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

---

NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of Shares taken  
by each Subscriber

---

SUNDER MANSUKHANI  
183-185 Bermondsey Street  
London  
SE1 3UW

ONE

Law Stationer

LYNN CARRINGTON  
183-185 Bermondsey Street  
London  
SE1 3UW

ONE

Secretary

---

DATED the 15th day of September 1983

WITNESS to the above signatures:

MANZOOR M. SHAIKH  
183-185 Bermondsey Street  
London  
SE1 3UW



THE COMPANIES ACTS 1948 TO 1981

Form No. 59

Declaration in relation to assistance  
for the acquisition of shares.

Pursuant to section 43(6) and (7) of the Companies Act 1981



Please do not  
write in this  
binding margin



To the Registrar of Companies

For official use

Company number

2

1761497

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

Name of Company

HURSTWOOD

Limited\*

Note:

Please read the  
notes on page 4  
before completing  
this form.

\*Delete if  
inappropriate.

†Delete as  
appropriate.

§See Note 1.  
Delete either  
or both if  
inappropriate.

‡See Note 2.

~~being a recognised bank or licensed institution within the meaning of the Banking Act 1979~~

~~being authorised to carry on insurance business in the United Kingdom~~

[proposes to provide financial assistance for the purpose of an acquisition of shares] ~~proposes to provide~~  
~~financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of an~~  
~~acquisition of shares~~ † in the [company] ~~[company's holding company]~~ —

Limited

Overleaf

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

Evershed & Tomkinson  
10 Newhall Street  
Birmingham B3 3LX

Ref: SL/11

For official use  
General section

Post room

Particulars of the assistance are :—

**(NOTE 3)**

Please do not write in this binding margin.



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

1. The authorised share capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1 each all of which have been issued and are fully paid.
2. Chorusbridge Limited (Company Number 1932765) whose registered office is at Hurst Street/Sherlock Street, Birmingham B5 6LT ("Chorusbridge") proposes to enter into an agreement to buy and Michael Dennis Knight of 16 Royston Chase, Off Little Aston Park Road, Sutton Coldfield, West Midlands and David Stephen Haggett of 10 Newhall Street, Birmingham B3 3LX propose to sell 39,000 Ordinary Shares of £1 each in the capital of the Company ("the Shares") for the sum of £225,000 which sum is payable in full by Chorusbridge on completion.
3. National Westminster Bank PLC ("the Bank") has agreed to make available to Chorusbridge financial facilities for the purpose of the acquisition by Chorusbridge of the Shares on the basis that, inter alia, the Company guarantees to the Bank Chorusbridge's indebtedness. The financial facilities to be made available comprise a loan facility of £225,000 the rate of interest in respect of which is  $2\frac{1}{2}\%$  per annum above the base rate of the Bank from time to time (with a minimum interest rate of 9%). For the first twelve months interest only will be payable by Chorusbridge and at the end of such period a repayment schedule is to be agreed with the Bank.
4. The financial assistance to be given by the Company will be the granting to the Bank of an unlimited guarantee in respect of Chorusbridge's indebtedness to the Bank ("the Guarantee"). The principal terms of the Guarantee are that the Company will guarantee payment to the Bank on demand of all present future actual and contingent liabilities of Chorusbridge.
5. On 17th February 1984 the Company granted to the Bank a mortgage debenture which contained fixed and floating charges over all its property assets and undertakings as specified therein. Such mortgage debenture was given as a continuing security for all the present and future and actual and contingent liabilities of the Company to the Bank and the liabilities thereby secured will include the Company's liabilities to the Bank under the Guarantee. To the extent that such mortgage debenture continues the Company will be providing financial assistance.
6. The net assets of the Company will not be reduced by the giving of the financial assistance.
7. The assistance is proposed to be given on 22nd October 1985.
8. The amount of cash transferred and the value of any asset or other thing to be provided is nil save that if the Guarantee were to be called immediately after the giving thereof the amount of the liabilities thereby guaranteed would not exceed £225,000 (plus interest and commission charges).

Please do not write in this binding margin.



The person[s]\* to whom the assistance is to be given ~~{is}~~ [are]† :

**(NOTE 4)**

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

\*Delete if inappropriate.

†Delete as appropriate.

Name	CHORUSBRIDGE LIMITED whose registered office is at
Address	Hurst Street/Sherlock Street, Birmingham B5 6LT
Name	
Address	

Therefore ~~XX~~[we]†

**(NOTE 5)**

Name	KENNETH MACKENZIE
Address	28 IVY ROAD BOLDMERE SUTTON COLDFIELD WEST MIDLANDS
Name	GEOFFREY CHARLES WILSON
Address	10 BROOKHUS FARM ROAD WALMLEY BIRMINGHAM B76 8QP
Name	DAVID STEPHEN HAGGETT
Address	8 LADYWOOD ROAD SUTTON COLDFIELD WEST MIDLANDS
Name	
Address	
Name	
Address	
Name	
Address	

being all the directors of the company do solemnly and sincerely declare that:

(1) the matters set out above are true

(2) ~~we~~ [we] have formed the opinion—

(a) as regards the initial situation of the company immediately following the date on which the assistance is proposed to be given, that there will be no ground on which the company could then be found to be unable to pay its debts and

~~that the company will be unable to pay its debts in full within twelve months of the commencement of the winding up~~

that the company will be able to pay its debts as they fall due during the year immediately following that date

And ~~we~~ [we] make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Please do not  
write in this  
binding margin

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

Delete as  
appropriate.

See Note 6.

Declared at 10 NEWHALL STREET  
BIRMINGHAM

the 22 day of OCTOBER  
one thousand nine hundred and EIGHTY  
FIVE

before me [Signature]  
A Commissioner for Oaths SOLICITOR

Signatures of Declarants

## Notes

- These are the particulars of the business prescribed pursuant to section 43(7) of the Companies Act 1981. Delete either or both if inappropriate.
- The terms "incurring a liability" and "reducing or discharging a liability" are defined in section 42(9) and (10) of the Companies Act 1981
- Insert material particulars, including:—
  - the number and class, if known, of the shares acquired or to be acquired;
  - a description of the form the assistance will take (the meaning of "financial assistance" for this purpose is set out in section 42(8) of the Companies Act 1981); the description should identify the person who has acquired or is to acquire the shares (giving his address or registered office address if a company) where he is someone other than the person to whom the assistance is to be given;
  - the principal terms, if any, on which the assistance is to be given;
  - the amount, if any, by which the company's net assets will be reduced by the giving of the assistance (for this purpose the amount of the net assets

is to be determined in the same way as is required by section 42(11) of the Companies Act 1981—by reference to accounting records);

- the amount of cash to be transferred and/or the value of any asset or other thing to be provided; where the provision is to be made in the future or upon a contingency the value to be stated is that arrived at on the assumption that the due date has already arrived or the relevant contingency already occurred;
  - the date on which the assistance is proposed to be given.
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
  - Insert full names and addresses of all the directors of the company.
  - Contingent and prospective liabilities of the company are to be taken into account—see section 223(d) of the Companies Act 1948 and section 43(7) of the Companies Act 1981.
  - The auditors report required by section 43(8) of the Companies Act 1981 must be annexed to this form

for Notary  
Public or Justice  
of the Peace or  
Solicitor having  
the powers  
conferred on a  
Commissioner for  
Oaths.



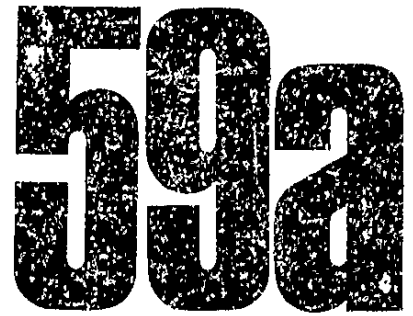


THE COMPANIES ACTS 1948 TO 1981

Form No. 59a

# Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

Pursuant to section 43(6) and (7) of the Companies Act 1981



Please do not  
write in this  
binding margin



To the Registrar of Companies

For official use

Company number

212

1761497

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

## Note:

Please read the  
notes on page 4  
before completing  
this form.

\*Delete if  
inappropriate.

†Delete as  
appropriate.

‡See Note 1  
Delete either  
or both if  
inappropriate.

§See Note 2.

Name of Company

HURSTWOOD

Limited\*

(hereinafter referred to as "this company")

~~[being a recognised bank, licensed institution or within the meaning of the Banking Act 1979]~~

~~[being authorised to carry on insurance business in the United Kingdom]~~

is [the] ~~§~~ holding company of CHOICE D.I.V.

Limited\* which

[proposes to provide financial assistance for the purpose of an acquisition of shares] ~~[proposes to provide~~

~~financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of an acquisition~~  
of shares in [this company] [

Limited\*

~~the holding company of this company]~~

Overleaf

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

Evershed & Tomkinson  
10 Newhall Street  
Birmingham B3 3LX

Ref: SL/11

For official use  
General Section

Post room

Particulars of the assistance are:—

(NOTE 3)

Please do  
not write in  
this binding  
margin.



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

1. The authorised share capital of this Company is £100,000 divided into 100,000 Ordinary Shares of £1 each all of which have been issued and are fully paid.
2. Chorusbridge Limited (Company Number 1932765) whose registered office is at Hurst Street/Sherlock Street, Birmingham B5 6LT ("Chorusbridge") proposes to enter into an agreement to buy and Michael Dennis Knight of 16 Royston Chase, Off Little Aston Park Road, Sutton Coldfield, West Midlands and David Stephen Haggett of 10 Newhall Street, Birmingham B3 3LX propose to sell 39,000 Ordinary Shares of £1 each in the capital of this Company ("the Shares") for the sum of £225,000 which sum is payable in full by Chorusbridge on completion.
3. National Westminster Bank PLC ("the Bank") has agreed to make available to Chorusbridge financial facilities for the purpose of the acquisition by Chorusbridge of the Shares on the basis that, inter alia, this Company's wholly owned subsidiary, Choice D.I.Y. Limited (Company Number 1779190) ("Choice") guarantees to the Bank Chorusbridge's indebtedness. The financial facilities to be made available comprise a loan facility of £225,000 the rate of interest in respect of which is  $2\frac{1}{2}\%$  per annum above the base rate of the Bank from time to time (with a minimum interest rate of 9%).

For the first twelve months interest only will be payable by Chorusbridge and at the end of such period a repayment schedule is to be agreed with the Bank.

4. The financial assistance to be given by Choice will be the granting to the Bank of an unlimited guarantee in respect of Chorusbridge's indebtedness to the Bank ("the Guarantee"). The principal terms of the Guarantee are that Choice will guarantee payment to the Bank on demand of all present future actual and contingent liabilities of Chorusbridge.
5. On 17th February 1984 Choice granted to the Bank a mortgage debenture which contained fixed and floating charges over all its property assets and undertakings as specified therein. Such mortgage debenture was given as a continuing security for all the present and future and actual and contingent liabilities of Choice to the Bank and the liabilities thereby secured will include Choice's liabilities to the Bank under the Guarantee. To the extent that such mortgage debenture continues Choice will be providing financial assistance.
6. The net assets of Choice will not be reduced by the giving of the financial assistance.
7. The assistance is proposed to be given on 22nd October 1985.
8. The amount of cash transferred and the value of any asset or other thing to be provided is nil save that if the Guarantee were to be called immediately after the giving thereof the amount of the liabilities thereby guaranteed would not exceed £225,000 (plus interest and commission charges).

Please do not write in this binding margin.

The person[s]\* to whom the assistance is to be given [X] [are]†:—  
(NOTE 4)

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

\*Delete if inappropriate.

†Delete as appropriate.

Name	CHORUSBRIDGE LIMITED whose registered office is at
Address	Hurst Street/Sherlock Street, Birmingham B5 6LT
Name	HURSTWOOD LIMITED whose registered office is at
Address	Hurst Street/Sherlock Street, Birmingham B5 6LT

Therefore [X] [we]†  
(NOTE 5)

Name	KENNETH MACKENZIE
Address	28 IVY ROAD BOLDMERE SUTTON COLDFIELD WEST MIDLANDS
Name	GEOFFREY CHARLES WILSON
Address	10 BROOKHUS FARM ROAD WALMLEY BIRMINGHAM B76 8QP
Name	DAVID STEPHEN HAGGETT
Address	8 LADYWOOD ROAD SUTTON COLDFIELD WEST MIDLANDS
Name	
Address	
Name	
Address	
Name	
Address	

being all the directors of this company do solemnly and sincerely declare that:—

(1) the matters set out above are true

(2) ~~we~~ [we]† have formed the opinion—

(a) as regards the initial situation of this company immediately following the date on which the assistance is proposed to be given, that there will be no ground on which this company could then be found to be unable to pay its debts§ and

~~(b) that this company will be able to pay its debts in full within twelve months of the commencement of the winding up of this company within twelve months of that date, that this company will be able to pay its debts in full within twelve months of the commencement of the winding up~~

that this company will be able to pay its debts§ as they fall due during the year immediately following that date

Please do not write in this ~ binding margin.



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

† Delete as appropriate.

And ~~we~~ [we]† make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

§ See Note 6.

Declared at 10 NEWBELL STREET  
BIRMINGHAM

the 22 day of OCTOBER

one thousand nine hundred and Eighty  
Five

before me Robert Thomas

A Commissioner for Oaths† SOLICITOR

Lawrence Signatures of Declarants

Alley

D. S. Howell

† or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

## Notes

- 1 These are the particulars of the business prescribed pursuant to section 43(7) of the Companies Act 1981. Delete either or both if inappropriate.
- 2 The terms "incurring a liability" and "reducing or discharging a liability" are defined in section 42(9) and (10) of the Companies Act 1981.
- 3 Insert material particulars, including:—
  - (a) the number and class, if known, of the shares acquired or to be acquired;
  - (b) a description of the form the assistance will take (the meaning of "financial assistance" for this purpose is set out in section 42(8) of the Companies Act 1981); the description should identify the person who has acquired or is to acquire the shares (giving his address or registered office address if a company) where he is someone other than the person to whom the assistance is to be given;
  - (c) the principal terms, if any, on which the assistance is to be given;
  - (d) the amount, if any, by which the net assets of the company giving the assistance will be reduced by the giving of the assistance (for this purpose the amount of the net

assets is to be determined in the same way as is required by section 42(11) of the Companies Act 1981—by reference to accounting records);

- (e) the amount of cash to be transferred and/or the value of any asset or other thing to be provided; where the provision is to be made in the future or upon a contingency the value to be stated is that arrived at on the assumption that the due date has already arrived or the relevant contingency already occurred;
- (f) the date on which the assistance is proposed to be given.

4 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

5 Insert full names and addresses of all the directors of the company.

6 "Debts" includes contingent and prospective liabilities of the company—see section 223(d) of the Companies Act 1948 and section 43(7) of the Companies Act 1981.

7 The auditors report required by section 43(8) of the Companies Act 1981 must be annexed to this form.

Coopers  
& Lybrand

chartered accountants

43 Temple Row  
Birmingham B2 5JT

a member firm of  
Coopers & Lybrand International

telephone 021-233 1100  
cables Colybrand Birmingham  
telex 337892  
fax groups 021-236 0139

1761497  
28

our reference 110

The Directors  
Choice DIY Limited  
Hurst Street/  
Sherlock Street  
Birmingham  
B5 6LT

29 January 1987

Dear Sirs

We hereby give notice that we tender our resignation as auditors of

Chorusbridge Limited  
Choice DIY Limited  
Hurstwood Limited  
Choice Kitchens Limited.

In accordance with Section 390 of the Companies Act 1985, we confirm that there are no circumstances connected with our resignation that we consider should be brought to the notice of the members or creditors of the companies.

We enclose a signed copy of this letter so that you may send it to the Registrar of Companies.

Yours truly

mb

**G**

COMPANIES FORM No. 225(1)

**225(1)****Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

1761497

Name of company

\*Insert full name of company

\* HURSTWOOD LIMITED

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

**Note**  
Please read notes 1 to 5 overleaf before completing this form

Day Month

3 1 1 0

†Delete as appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3 1 1 0 1 9 8 7

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

See note 4c and complete as appropriate

The company is a [subsidiary] [holding company]† of CHOICE GROUP LIMITED

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is 31ST OCTOBER

Signed

[Director]

[Secretary]† Date

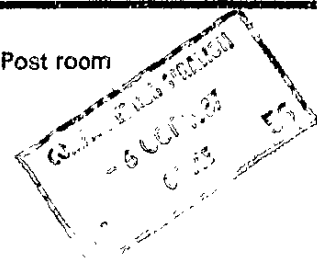
3 9 87

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

**CLEMENT KEYS & CO.**  
Chartered Accountants  
Swinford House  
Aldon Street  
Brierley Hill  
West Midlands CV8 2PL

For official use  
General Section

Post room



Company No: 1761497

The Companies Act 1985

---

COMPANY LIMITED BY SHARES

---

WRITTEN RESOLUTIONS

of

HURSTWOOD LIMITED

WE the undersigned, being or representing members of the Company, HEREBY RESOLVE as follows:

RESOLUTIONS

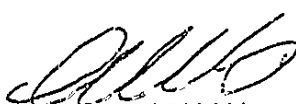
1. That, pursuant to the provisions of section 252 of the Companies Act 1985, the Company elects to dispense with the laying of accounts and reports before the Company in general meeting.
2. That, pursuant to the provisions of section 366A of the Companies Act 1985, the Company elects to dispense with the holding of annual general meetings.
3. That, pursuant to the provisions of Section 386 of the Companies Act 1985, the Company elects to dispense with the obligation to appoint auditors annually.

Name of shareholder

Signature

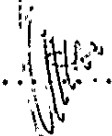
Date of Signature

Hurstwood Group  
Plc.

.....  


.....16.12.91.....

William Ernest  
Archer

.....  


.....16.12.91.....

