

## THE COMPANIES ACTS 1948 TO 1981

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

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

41a

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold block  
lettering\*Insert full  
name of company

For official use

Company number

Name of company

FHASHAR SERVICES LIMITED

I, CHARLES RICHARD BENNION  
of THE FARM, LAUGHTON, LUTTERWORTH, LEICESTER†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  
1976do 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 FHASHAR SERVICES LIMITEDand that all the requirements of the Companies Acts 1948 to 1981  
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

Northampton

Signature of Declarant

C. R. Bennionthe 22nd day of JuneOne thousand nine hundred and eighty-four

before me

C. R. Bennion~~A Commissioner for Oaths or Notary Public or Justice of the Peace~~  
or Solicitor having the powers conferred on a Commissioner for OathsPresentor's name, address and  
reference (if any):Messrs. Howes Percival  
47/49 Derngate  
NORTHAMPTON  
NN1 1UF

Ref : CRB/VG

For official use  
New companies section

Post room



NC — FEE STAMPED IN ERROR ON  
ARTICLES OF ASSOCIATION  
M Saunders  
6/7/84

The Companies Acts, 1948 to 1981  
-----

COMPANY LIMITED BY SHARES  
-----

Memorandum of Association

OF

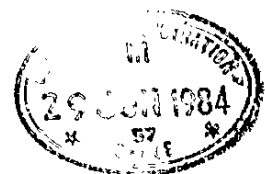
FHASHAR SERVICES LIMITED

1834418/3

1. The name of the Company is "FHASHAR SERVICES LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are

(a) To carry on, in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses namely: manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial, manufacturing, personal and household use and consumption and in all kinds of raw materials; warehousemen; storage contractors; shipping and forwarding agents; dealers in property and estates; property developers, property managers; estate agents; insurance agents and brokers; builders; roofers; scaffolders; contractors; heating and ventilation engineers and contractors; refrigeration engineers and specialists and contractors; decorators; painters; bricklayers; carpenters; shuttering manufacturers and erectors; joiners; public works contractors; plasterers, plumbers, electricians, shop front fitters; builders' and decorators' merchants; civil, mechanical, constructional, agricultural, consulting, electrical, chemical and general engineers; welders; sheet metal workers; blacksmiths; motor engineers; garage proprietors; car hire service; travel agents; transport and haulage contractors; general engineers; tool makers; booking agents and managers for theatres, cinemas and all other kinds of entertainments and sporting events; turf and sporting accountants in all its branches; proprietors of shops, cafes, clubs hotels and restaurants; catering contractors; dealers in food and provisions of all kinds; wine and spirit merchants; butchers; grocers; greengrocers, fishmongers and poultry merchants; farmers; florists, horticulturists; bakers; confectioners; tobacconists; ironmongers, hardware merchants; dealers in plastics of all kinds; antique dealers; furniture manufacturers and dealers; leather and fancy goods dealers; jewellers; radio, television and electrical retailers; dealer and repairers; toys, games and sports equipment dealers; photographers and dealers in all kinds of photographic material and equipment; film producers and distributors; textile merchants; tailors and fashion designers; ladies and gentlemen's outfitters; boot and shoe retailers; perfumery and cosmetic dealers; hairdressers; manufacturing and retail chemists; printers and publishers; stationers; advertising and publicity agents; public relation specialists; consultants; draughtsmen and exhibition specialists; business transfer agents; employment agents; computer operators, programmers and dealers; market research specialists;

1834418  
SPE



business advisors; mail order specialists; dyers and cleaners; dry cleaners; proprietors of laundrettes; excavation and demolition contractors; plant hirers; scrap iron and waste merchants and to carry on all or any of the said businesses either together as one business or as separate and distinct businesses in any part of the world.

- (b) To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
- (c) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (d) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trade marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.
- (e) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the Company.
- (f) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
- (g) To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof.
- (h) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.
- (i) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (j) To lend money to customers, associates and others both corporate and incorporate and to guarantee the observance and performance of obligations and contracts by customers and others.
- (k) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way.

- (l) To pay or remunerate any person, firm or company for rendering services to the Company in the promotion of the Company or the placing and issue of shares, debentures, debenture stock or other securities of the Company.
- (m) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependents.
- (n) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (o) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the Company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (p) To promote by way of advertising the Company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit the Company.
- (q) To distribute in specie any of the shares, debentures or securities of the Company between the members of the Company in accordance with their rights.
- (r) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £10,000 divided into 10,000 shares of £1 each.

WE, the several persons whose names, addresses and descriptions 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.

---

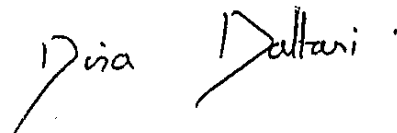
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each subscriber
--------------------------------------------------------	----------------------------------------------

---

CHARLES RICHARD BENNION The Old Farm, Laughton, Lutterworth, Leicestershire.  SOLICITOR.	ONE
------------------------------------------------------------------------------------------------------------	-----



DINA DATTANI 121, Minerva Way, WELLINGBOROUGH, Northants. ARTICLED CLERK	ONE
--------------------------------------------------------------------------------------	-----



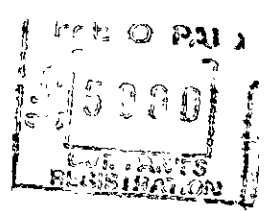
---

DATED this 22 day of June 1984.

WITNESS to the above signatures:-

y Mann  
9 Hillside Way  
Northampton  
Cashier

3.7.84



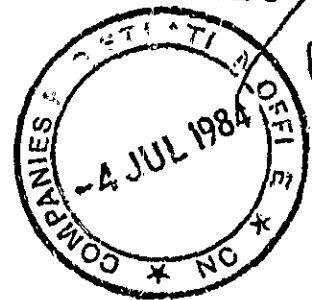
THE COMPANIES ACTS, 1948-1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FHASHAR SERVICES LIMITED



PRELIMINARY

1. (a) 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") as modified by the Companies Acts 1948 to 1981 (as defined by section 119(2) of the Companies Act 1981) shall apply to the Company.
- (b) Regulations 24, 30, 31, 32, 54, 75, 84(2), 84(4), 88, 89, 90, 91, 92, 93, 94, 95, 97, 107, 108, 110, 134, and 136 of Table A shall not apply to the Company.

CAPITAL

2. The initial authorised share capital of the Company is £10,000 divided into 10,000 shares of £1.00 each.
3. (a) The shares of the Company (whether forming part of the initial authorised share capital or any increased authorised share capital) may be allotted or otherwise disposed of only in accordance with the provisions of this Article.
- (b) (i) After the initial allotment any shares of the initial authorised share capital for the time being unissued and any new shares from time to time to be created shall before they are allotted, be offered to the members in proportion as nearly as may be to the number of shares held by them unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by notice in writing specifying the number of shares and limiting the time in which the offer if not accepted will lapse and determine, such time limit to be not less than twenty-eight days.
- (ii) If the offer to a member lapses and determines without any of the shares, the subject of the offer having been accepted or if a member accepts some but not all of the shares offered by the lapse date, then the Company shall make a second offer in the manner specified above of the shares unaccepted on the first offer to those members who did accept all the shares offered to them in the first offer.



WJ/p3/147317

(iii) First and second offers shall be accepted upon receipt of a letter of acceptance by the Company.

(iv) If any shares offered have not been accepted in the second offer (due to the expiration of such time limit or on receipt of an intimation from the person to whom the offer was made that he declines to accept any or all of the shares comprised in the second offer) or if any shares are released from the provisions of 3(b) (i) by special resolution of the Company in general meeting then the directors may allot or grant options over such shares in such manner to such persons on such terms as they think most beneficial to the Company.

(v) The directors may also dispose in such manner to such persons on such terms as they think most beneficial to the Company any shares which cannot be offered except by way of fractions.

(vi) Any shares accepted in the first offer shall be paid for within seven days of the date on which the offer lapsed. Where shares were accepted on the first and second offers then they shall be paid for within seven days of the date on which the second offer lapsed. Payment shall be deemed to be made on the day the Company receives a cheque, credit transfer or bankers draft for the appropriate sum. Failure to pay within the time specified will enable the Company to reoffer the shares unpaid for as if they had been offered to and unaccepted by the defaulting member on the first offer.

(c) The directors are authorised in accordance with Section 14 of the Companies Act 1980 to allot and dispose of or grant options over the Company's shares, in accordance with Article 3 (b), up to the amount of the authorised share capital of the Company at any time or times during the period of five years from the date of incorporation of the Company.

(d) The following business at an Annual General Meeting shall not be deemed to be special business: the authorisation of the directors pursuant to section 14 of the Companies Act 1980, to allot shares up to the amount of the Company's authorised but unissued share capital at any time or times until the conclusion of the next Annual General Meeting. Regulation 52 of Table A shall be modified accordingly.

(e) In accordance with Section 17(9) of the Companies Act 1980 sub-sections (1), (6) and (7) of the said section 17 shall be excluded from applying to the Company.

4. The Company shall have the power to purchase its own shares (including any redeemable shares) in accordance with Section 46 of the Companies Act 1981 and subject to the provisions therein referred to. There shall be included in this power the right for the Company to purchase its own shares out of capital in accordance with Section 54 of the Companies Act 1981 and subject to the provisions therein referred to.

## LIENS

5. The lien conferred by Regulation 11 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## TRANSFER OF SHARES

6. (a) A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Regulation 22 in Table A shall be modified accordingly.
- (b) The Directors shall, subject to paragraph (c) of this Article, register the transfer of any shares
- (i) to the spouse or lineal descendant of a member or deceased member
  - (ii) to the legal personal representatives of a deceased member where under the provisions of his Will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are the spouse or lineal descendants of the deceased member and by the legal personal representatives of a deceased member to the spouse or lineal descendant of the deceased member.
  - (iii) to any other member of the Company
- (c) Notwithstanding the provisions of paragraph (a) above, the Directors may decline to register any transfer of a share on which the Company has a lien
- (d) The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of a share (whether or not it is fully paid) to which paragraph (b) above does not apply.
7. (a) Save where a transfer is made pursuant to part (i) or part (ii) of Article 6 paragraph (b) above then any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same stating the sum which he/she fixes as the fair value of each share and the number of shares which he/she wishes to transfer. The transfer notice shall constitute the Company the vendor's agent for the sale of the shares to the other members of the Company. The transfer notice shall not be revocable except with the sanction of the Directors.
- (b) The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the numbers held by them respectively at the date when the proposing transferor gave notice to the Company. Such offer shall be made by notice in writing (hereinafter called "the offer notice") which shall state the number of shares to be offered to each member, the price per share as specified by the transferor, that the offer is subject to the provisions of this Article and the right of a member to



have the price per share fixed by the auditors of the Company at a figure representing the fair value of the shares comprised in the transfer notice: such right to have the price fixed by the auditors to be exercised by notice in writing to the Company within seven days of dispatch by the Company to the members of the offer notices. Such an offer made to a member shall lapse (hereinafter called 'the lapse date') after twenty-eight days from either the date of dispatch by the Company of the offer notices or the date on which the auditor fixes the price per share whichever date is the later. Should the share price fixed by the auditors be different from that specified by the transferor then the price fixed by the auditors shall be substituted for that specified by the transferor. The substituted price shall apply to all offer notices dispatched by the Company. The Company shall inform all the members in writing of the share price fixed by the auditors and the date on which the auditors fixed the share price.

(c) Any shares not capable of being offered to members in proportion to their existing holding without fractions shall be offered to such members as the directors shall unanimously decide.

(d) The offer shall be accepted upon receipt of a letter of acceptance by the Company. In the event of a member exercising his right to have the auditors fix the share price then an acceptance by a member of the offer prior to the auditors fixing the share price shall be of no legal effect whatsoever.

(e) (i) If the offer to a member lapses without any of the shares the subject of the offer, having been accepted, or if a member accepts some but not all of the shares offered by the lapse date, then the Company shall make a second offer in the manner specified above of the shares unaccepted on the first offer to those members who did accept all the shares offered to them in the initial offer and at the same price.

(ii) If after the lapse date of the second offer any of the shares comprised in the transfer notice have not been accepted, or if through no default of the proposing transferor, the purchase is not duly completed, the proposing transferor may at any time within six months after the transfer notice was given, but subject to Article 6(d) hereof, sell such share to any person and at any price provided always that, notwithstanding anything hereinbefore contained, where more than one share is comprised in the transfer notice then unless a purchasing member shall be found for each of the shares so comprised no obligation to transfer or to purchase any of such shares shall arise and the Company shall be deemed not to have found a purchasing member for any of such shares.

(f) If purchasing members shall be found for all the shares comprised in the transfer notice to the Company then the Company shall within one week of the lapse date of either the initial, or second offer as the case may be, give notice in writing to the proposing transferor specifying the purchasing members. The transferees, or transferee as the case may be, shall be bound to pay the purchase price in respect

of the shares accepted by them within seven days of the lapse date of the initial offer or, where a second offer was made, the lapse date of the second offer. The proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.

(g) If the proposing transferor shall fail or refuse to transfer any of the shares to a purchasing member in accordance with notice given to him by the Company, the Company may authorise some person to execute and deliver on his behalf the necessary transfer and the Company shall receive the purchase money in trust without interest for the Transferor, and cause the purchasing member to be registered as the holder of such shares. 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.

(h) A person entitled to any shares in the Company in consequence of the bankruptcy or liquidation of a member shall be bound at any time, if and when required in writing by the Company so to do, to give a transfer notice in respect of such shares provided that in any case where the Company had duly required such a transfer notice to be given in respect of any shares and such transfer notice is not duly given within such period (being not less than 30 days) as the Company shall specify therein such transfer notice shall be deemed to have been given on such date after the expiration of the said period as the Company shall determine and the price per share shall be fixed by the auditors of the Company at a figure representing the fair value of such shares.

#### VOTING

8. 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 present shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

#### DIRECTORS

9. (a) No person shall, unless recommended by the directors, be eligible for election to the office of director at any general meeting unless not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

(b) The Company may from time to time by ordinary resolution increase or reduce the number of directors.

(c) The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed

in accordance with this Article. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.

(d) The Company may by ordinary resolution appoint another person in place of a director removed from office under Regulation 96, and without prejudice to the powers of the directors under Article 9(c) above the Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director.

10. The number of the directors shall be determined by an ordinary resolution of the Company in general meeting but unless and until so fixed there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles or Table A being one, a sole director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the directors generally and regulation 99 in Table A shall be modified accordingly.

11. (a) A director who has disclosed his interest in accordance with Regulation 84(1) of Table A and Section 199 of the Companies Act may vote in respect of any contract, proposed contract or any arrangement in which he is interested directly or indirectly and such director shall be counted in the quorum present at any meeting at which such contract or proposed contract or arrangement is being considered.

(b) A director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other director is appointed to hold office or place profit under the Company or whereat the terms of any such arrangement are arranged, and he may vote on any such arrangement or appointment including his own appointment and the arrangements of the terms thereof.

12. The Company shall not be subject to Section 185 of the Companies Act 1948, and accordingly any person may be appointed or elected as a director whatever his age, and no director shall be required to vacate his office of director by reason of his attaining or having attained the age of seventy years or any other age.

13. The office of a director shall be vacated:-

(a) If by notice in writing to the Company he resigns the office of director.

(b) If he ceases to be a director by virtue of Section 182 of the Companies Act 1948.

(c) If he becomes bankrupt or insolvent, or enters into an arrangement with his creditors.

(d) If he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs.

(e) If he is prohibited from being a director by any order made under Section 188 of the Companies act 1948 or under Section 9 of the Insolvency Act 1976.

(f) If he is removed from office by resolution duly passed under Section 185 of the Companies Act.

14. (a) Each director shall have the power at any time to appoint as an alternate director either another director or any other person and at any time, to terminate such appointment. Every appointment and removal of an alternate director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.

(b) An alternate director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and to these Articles with respect to directors. An alternate director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.

(c) An alternate director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the directors and to attend and to vote as a directors at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties of his appointor and to receive notice of all general meetings.

(d) A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled at meetings of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director.

15. It shall not be necessary for the directors to sign their names in any book which may be kept for the purposes of making minutes or recording attendance at meeting; and Regulation 86 of Table A shall be modified accordingly.

16. The proviso to Regulation 79 of Table A shall not apply to the Company.

#### MANAGING DIRECTORS AND MANAGERS

17. (a) The directors may from time to time appoint one or more of their body to the office of managing director or manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be automatically terminated, subject to the payment to him such compensation or damages as may be payable to him by reason thereof, if he cease from any cause to be a director.

(b) A managing director or manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the directors may determine.

#### SECRETARY

18. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any such secretary so appointed may be removed by them. If at any time there shall be no secretary or for any reason no secretary capable of acting, the directors may appoint an assistant or deputy secretary.

#### NOTICES

19. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who (having no registered address within the United Kingdom) have not supplied to the company any address within the United Kingdom for the giving of notices to them.

#### RESOLUTIONS

20. A resolution in writing pursuant to Regulation 106 of Table A may consist of two or more documents in like form each signed by one or more of the directors and Regulation 106 shall be modified accordingly.

21. A resolution in writing pursuant to Regulation 73A of Table A may consist of two or more documents in like form each signed by one or more of the members and; Regulation 73A shall be modified accordingly.

#### ABSENCE OF QUORUM AT GENERAL MEETING

22. If, within half an hour from the time appointed for any general meeting a quorum is not present, the meeting, if convened upon the requisition of the members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour, the meeting will be dissolved.

#### INDEMNITY

23. Every Director 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 application under Section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

CHARLES RICHARD BENNION of  
The Old Farm,  
Laughton,  
Lutterworth,  
Leicestershire.  
SOLICITOR

*C. R. Bennion*

DINA DATTANI of  
121, Minerva Way,  
WELLINGBOROUGH,  
Northants.  
ARTICLED CLERK.

*Dina Dattani*

Dated this... *22<sup>nd</sup>* ... day of... *June* ... 1984.

WITNESS to the above signatures:-

*y Mann.*  
*9, Hillside Way*  
*Northampton*  
*Cashier*



THE COMPANIES ACTS 1948 TO 1981  
**Statement of first directors and  
secretary and intended situation  
of registered office**

Form No. 1

1

Please do not write in this  
binding margin ↓

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

For official use

1834418 / 5

To the Registrar of Companies

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

Name of company

FHASHAR SERVICES	
Limited*	

\*Delete if inappropriate

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

47/49 DERNGATE, NORTHAMPTON, NN1 1UF

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


Number of continuation sheets attached (see note 1)

--

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

Messrs. Howes Percival  
47/49 Derngate  
NORTHAMPTON  
NN1 1UF

Ref : CRB/VG

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 (note 2) 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 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

Name (note 3) <b>CHARLES RICHARD BENNION</b>	Business occupation <b>SOLICITOR</b>
Previous name(s) (note 3)	Nationality <b>BRITISH</b>
Address (note 4) <b>THE FARM, LAUGHTON, LUTTERWORTH LEICESTER</b>	Date of birth (where applicable) (note 6)
Other directorships† <b>NONE</b>	
I hereby consent to act as director of the company named on page 1	
Signature <i>C.R. Bennion</i>	Date <b>22.6.84</b>

Name (note 3) <b>DINA DATTANI</b>	Business occupation <b>ARTICLED CLERK</b>
Previous name(s) (note 3)	Nationality <b>BRITISH</b>
Address (note 4) <b>21 MINERVA WAY, WELLINGBOROUGH, NORTHAMPTON</b>	Date of birth (where applicable) (note 6)
Other directorships† <b>NONE</b>	
I hereby consent to act as director of the company named on page 1	
Signature <i>Dina Dattani</i>	Date <b>22/6/84</b>

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



this 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.

other  
note

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 3 and 7)	CHARLES RICHARD BENNION
Previous name(s) (note 3)	
Address (notes 4 and 7)	THE FARM, LAUGHTON, LUTTERWORTH, LEICESTER
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>C.R. Bennion</i> Date 22.6.84
Name (notes 3 and 7)	
Previous name(s) (note 3)	
Address (notes 4 and 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	<i>C.R. Bennion</i>	(Subscriber) <del>(Agent)</del>	Date	22.6.84
Signature	<i>Dina Dattari</i>	(Subscriber) <del>(Agent)</del>	Date	22/6/84

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1834418

I hereby certify that

**FHASHAR SERVICES 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

19TH JULY 1984

A handwritten signature in dark ink, appearing to read 'D. C. H. Busher'.

D. C. H. BUSHER  
an authorised officer

Company Number: 1834418 / 7



THE COMPANIES ACTS 1948-1981  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-of-

FHASHAR SERVICES LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at 47-49 Derngate, Northampton on the 12th day of March 1985 the following Resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the name of the Company be changed to DEANE & AMOS (SHOPFITTING) LIMITED.

*C. R. Bennier*  
Secretary

Filed with the Registrar  
of Companies  
the 12th day of March 1985



NAT West  
149678  
2120003P

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1834418/8

I hereby certify that

FHASHAR SERVICES LIMITED

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

DEANE & AMOS (SHOPFITTING) LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 28TH MARCH 1985

A handwritten signature in cursive script, appearing to read 'C. Israel'.

MRS. C. ISRAEL

an authorised officer

Company Number: 1834418

9

DEAN/10-4

THE COMPANIES ACTS 1948 - 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-of-

FHASHAR SERVICES LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at 47/49 Derngate, Northampton on the 20th day of March 1985 the following Resolution was duly passed as a Special Resolution

SPECIAL RESOLUTION

That the objects of the Company be altered by deleting the whole of Clause 3 of its Memorandum of Association and by substituting in lieu thereof Clause 3 as set out in the document submitted to this Meeting and for the purpose of identification subscribed by the Chairman hereof.

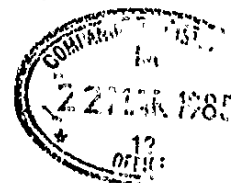


Secretary

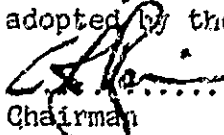
Filed with the Registrar

of Companies

the 21<sup>st</sup> day of March 1985



I hereby certify that this is a true copy of the Memorandum of Association  
adopted by the Company by Special Resolution dated the 20th March 1985.

  
Chairman

The Companies Acts, 1948 to 1981

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

FHASHAR SERVICES LIMITED

1. The name of the Company is "FHASHAR SERVICES LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are
  - (a) To carry on the trade of shop-fitters and to engage in the business of fitting out offices business premises of all kinds stores wholesale and retail premises buildings constructions both permanent and temporary of all kinds whatsoever.
  - (b) To undertake the manufacture servicing repair hiring out installation dismantling of all electrical and mechanical machinery and equipment materials tools and apparatus of all kinds necessary for the fitting out of shops and the premises as aforesaid.
  - (c) To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
  - (d) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
  - (e) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trade marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.
  - (f) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the Company.
  - (g) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.



- (h) To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof.
- (i) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.
- (j) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (k) To lend money to customers, associates and others both corporate and incorporate and to guarantee the observance and performance of obligations and contracts by customers and others.
- (l) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way.
- (m) To pay or remunerate any person, firm or company for rendering services to the Company in the promotion of the Company or the placing and issue of shares, debentures, debenture stock or other securities of the Company.
- (n) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependents.
- (o) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (p) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the Company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (q) To promote by way of advertising the Company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit the Company.
- (r) To distribute in specie any of the shares, debentures or securities of the Company between the members of the Company in accordance with their rights.
- (s) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

All the foregoing objects shall be read and construed as separate and

distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited.
5. The share capital of the Company is £10,000 divided into 10,000 shares of £1 each.



WE, the several persons whose names, addresses and descriptions 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

---

CHARLES RICHARD BENNION            ONE  
The Old Farm,  
Laughton,  
Lutterworth,  
Leicestershire.  
SOLICITOR.

DINA DATTANI                            ONE  
121, Minerva Way,  
WELLINGBOROUGH,  
Northants.  
ARTICLED CLERK

---

DATED this                      day of                      1984.

WITNESS to the above signatures:-

No. of Company; 1034413

form No. C.A.51

THE COMPANIES ACTS 1948 TO 1930

(COPY)

SPECIAL

resolution (1)

pursuant to section 44<sup>1985</sup> of the Companies Act 1948

of DEANE & AMOS, (SHOPEFITTING)

Passed the 30th day of May 1985 Limited

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at 21 MANSION CLOSE, MOUTON PARK, NORTHAMPTON

on the day of 19 the following (1) SPECIAL RESOLUTION was duly passed:-

(2)

That in accordance with the provisions of Section 380 of the Companies Act 1985, the Company being a dormant company within the meaning of the said section, Section 384(1) of the Companies Act 1985 shall not apply and accordingly no auditors shall be appointed

Signed..... (Director)

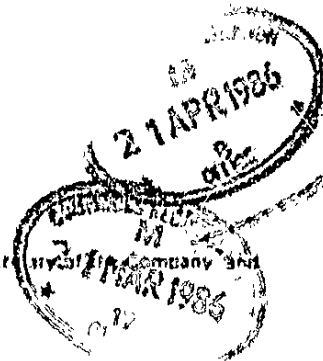
NOTES.

(1) Insert "Special" or "Extraordinary" as the case may be

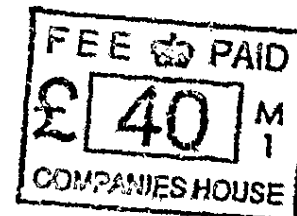
(2) This copy Resolution must be signed by the Chairman of the Meeting or a Director or the Secretary of the Company and must then be filed with the Registrar of Companies within 15 days after being passed



Printed & Supplied by  
Jordan & Sons Limited, Legal and Information Services, Printers and Publishers  
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone 01 253 3030 Telex 201010



Company Number: 1834418



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

- of -

DEANE & AMOS (SHOPFITTING) LIMITED  
("the Company")

Passed as a written resolution of the Company on the 24<sup>th</sup> day of January 1991 as authorised under the Articles of Association of the Company and the Companies Acts 1985 and 1989.

WRITTEN RESOLUTION

THAT the name of the Company be changed to DEANE & AMOS SHOPFITTING LIMITED.

SIGNED: Deane & Amos  
for Deane & Amos Group Limited

SIGNED: M A Deane  
M A Deane



JS/hd/ms.60/25.01.91

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 1834418

I hereby certify that

**DEANE & AMOS (SHOPFITTING) LIMITED**


having by special resolution changed its name,

is now incorporated under the name of

**DEANE & AMOS SHOPFITTING LIMITED**

Given under my hand at the Companies Registration Office,

Cardiff the 19 FEBRUARY 1991

  
M. ROSE

an authorised officer