



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 6683185

The Registrar of Companies for England and Wales hereby certifies that

**OXFORD INTERIORS LIMITED**

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **28th August 2008**



**\*N066831850\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

OC 1723/20

1002105

**THE COMPANIES ACT 1985**

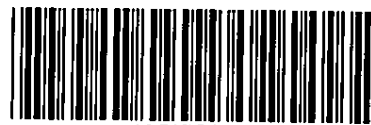
**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**OXFORD INTERIORS LIMITED**

FRIDAY



A47      \*AQKIO2H9\*      22/08/2008      326  
COMPANIES HOUSE

- 1      The name of the Company is Oxford Interiors Limited
- 2      The Registered Office of the Company is to be situate in England and Wales
- 3      The objects for which the Company is established are -
  - (a)      To carry on business as a general commercial company
  - (b)      To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company
  - (c)      To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property
  - (d)      To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
  - (e)      To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, and any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received
  - (f)      To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences,

options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

- (g) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
- (h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)
- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issues or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any

government or authority, municipal, local or otherwise, in any part of the world

- (n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- (o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- (q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the company or its Directors or employees, or may be connected with any town or place where the Company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons, to make payment towards insurance, and to set up, establish, support and maintain

superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents, and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained

- (u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act
- (v) To distribute among the Members of the Company in kind any property of the Company of whatever nature
- (w) To procure the Company to be registered or recognised in any part of the world
- (x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- (y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that -

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or interference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause in this Clause, or by reference to or inference from the name of the Company
- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company
- (3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere
- (4) In this Clause the expression "the Act" means the Companies Act 1985, but so

that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the Members is limited

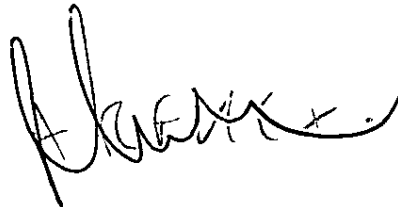
5 The Company's share capital is One Hundred Pounds (£100 00) divided into One Hundred (100) ordinary shares of One Pound (£1 00) each

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

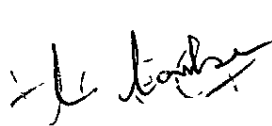
Names, Addresses and Description  
of Subscribers

Number of Shares

Robin Francis Karl Carlsen  
25 Norreys Road  
Cumnor  
Oxford OX2 9PT  
Businessman

 60

Carol Elizabeth Carlsen  
25 Norreys Road  
Cumnor  
Oxford OX2 9PT  
Businesswoman

 40

Dated the 24 day of July 2008

Witness to the above signatures

Signature

NAME

  
ALAN EDWARDS

Address

14 FIELDFARE ROAD OXFORD OX4 4GZ

Occupation

METER READER

**THE COMPANIES ACT 1985**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**  
**OF**  
**OXFORD INTERIORS LIMITED**

**PRELIMINARY**

- 1 (A) The regulations contained in Table A in the Schedule to the Company's (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to f) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the company
- (B) In these Articles the expression "the Act" means the Companies act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision of the time being in force

**ALLOTMENT OF SHARES**

- 2 Subject to the provisions of the next following regulations the Directors are authorised for the purposes of Section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being and the directors may allot grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as they think PROVIDED ALWAYS that -
  - (i) Save as provided in sub-paragraph (ii) of this regulation the authority given in this regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of the incorporation of the Company
  - (ii) The members in General Meeting may by ordinary resolution -
    - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years but such resolution must state (or re-state) the amount of shares which may be allotted under such authority or renewed authority or as the case may be, the amount remaining to be allotted thereunder and must specify the date on which the authority or renewed authority will expire,
    - (b) revoke or vary any such authority (or renewed authority)

- (iii) Notwithstanding the provisions of sub-clauses (i) and (ii) of this regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement that Directors may allot shares notwithstanding that such authority or renewed authority has expired

In this regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for or to convert any security into shares but shall not include any reference to the allotment of shares pursuant to such a right

- 3 In accordance with the Section 90 (1) of the Act Sections 89 (1) and 90 (1) (6) (inclusive) of the Act shall not apply to the Company
- 4 Any shares for the time being unissued should be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct Such offer shall be made by written notice specifying the number of shares offered and specifying a period not being less than fourteen days within which the offer, if not accepted, will lapse and determine After the expiration of that period, or on the receipt of information in writing from the offeree that he declines to accept the shares so offered, those shares so declined shall be offered in the proportion aforesaid to the persons who have within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by the like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members
- 5 Subject to Section 143-145 inclusive of the Act and to Chapter VII of the Act, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise
- 6 Subject to Chapter VII of the Act, any shares may with the sanction of an Ordinary Resolution be issued on the terms that they are or at the option of the company or the Shareholder are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares made by Special Resolution agree whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise
- 7 Subject to Section 151-154 inclusive of the Act, the company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company
- 8 The lien conferred by Clause 8 in Table A shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the

Company whether he shall be the sole registered holder thereof or shall be one or two or more joint owners for all monies presently payable by him or his estate to the Company and Clause 8 in Table A shall be modified accordingly

- 9 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

#### TRANSFER OF SHARES

- 10 No transfer of any share in the capital of the company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and the first sentence of Clause 2A in Table A shall not apply to the Company. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Annual General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register a transfer of any share on which the Company has a lien

- (1) Except where a transfer is made in pursuant of paragraph 7 of this Article, any person desiring to transfer any shares, (hereinafter called "the proposing transferor") shall give notice in writing to the Company (hereinafter called "a transfer notice") that he desires to transfer the same

Such notice shall constitute the Company his agent for the sale of the shares to any member of the Company or to any other person or persons at the fair value (as hereinafter defined). The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors

- (2) If any member shall die, a transfer notice in respect of all his shares shall ipso facto be deemed to have been given on the date when written notice of the death of such member shall have been received by the Company
- (3) Whenever any member of the Company who is employed by the Company in any capacity is dismissed from or leaves such employment the Directors may at any time within sixty days after his dismissal or leaving resolve that such member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice in respect of all shares held by him in the capital of the Company at the date of such resolution. Notice of the passing of any such resolution shall be given to the members affected thereby

Provided that no such resolution shall be passed in the case of a member of the Company who, at the date of his/her leaving the employment of the Company, is a director of the Company, or in the case of a member of the Company who is a director of any subsidiary of this Company, and either -

- (a) has attained the age of 65 years, or
  - (b) leaves the said employment by reasons solely of ill-health, but, in the event of a director who has left the said employment by reason of ill-health thereafter accepting other paid employment, such resolution may be passed within sixty days after his/her accepting such other employment, or within sixty days of the Company first learning of this fact if later
- (4) On the service or deemed services of a transfer notice, the Directors shall, with a view to finding a person willing to purchase any share comprised therein (hereinafter called "a purchaser"), offer the shares comprised in such notice to all or any of the members or to any other person or persons in such manner and in such order and proportions as the Directors in their absolute discretion think fit. If any such purchaser shall for sixty days fail to accept in writing the offer as regards all or any of the said shares offered to him under this Article he shall be deemed to have declined such offer.
- (5) If the Company shall within one hundred and eighty-two days after the receipt or deemed receipt of a transfer notice find a purchaser and shall give notice thereof to the proposing transferor, the latter shall be bound upon payment of the fair value to transfer the relevant shares to the purchaser who shall be required to complete the purchase within the twenty-eight days of such last mentioned notice.
- (6) For the purpose of this Article the Auditors acting as independent experts shall on the occasion of each transfer notice certify in writing the sum which in their opinion is the fair value of the share, due regard being had to the value of the assets of the Company, its liabilities, its previous earnings, the general financial conditions prevailing, and any other material circumstances, and the sum so fixed shall be the fair value of the share. PROVIDED ALWAYS that if the fair value fixed by the Auditors is not acceptable to the proposing transferor or to the purchasing member either of them may within twenty-eight days of the receipt of the respective notices to which they are entitled under this clause give notice to the Company and to the Auditors that they wish to submit the valuation to arbitration whereupon the matter shall within a further period of twenty-eight days be submitted to an independent arbitrator mutually agreed to by both parties or, failing agreement, to an arbitrator appointed by the President for the time being of the Institute of Chartered Accountants, the value so fixed being the fair value of the shares and being final and binding on all parties.
- (7) If the proposing transferor shall fail to carry out the sale of any share which he shall have become bound to transfer as aforesaid the Directors may execute a transfer of his name, and may give a good receipt for the purchase money, and may register the purchaser as holder thereof and issue to him a certificate for the same and thereupon the purchaser shall become indefeasibly entitled thereto. The proposing transferor shall in such case be bound to deliver up to the Company his certificate for any such shares and on such delivery shall be entitled to receive the purchase money without interest, and if such certificate

comprises any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate therefor

- (8) If the Directors shall not within the space of one hundred and eighty-two days after the receipt or deemed receipt of a transfer notice find a purchaser for all or any of the shares comprised therein and give notice thereof in manner aforesaid, the proposing transferor shall be at liberty at any time within sixty days thereafter (subject to Article 5 of these Articles) to sell or transfer the shares, or those not sold, to any person, and at any price PROVIDED ALWAYS that before selling the same at a price lower than the fair value the proposing transferor shall first offer the same to the Directors at such lower price, and all the provisions of this Clause shall thereupon have effect as if a fresh notice had been given with respect of such shares and as if such lower price had been the fair value
- (9) For the purpose of this Article the expression "the proposing transferor" shall, where circumstances require, include the executors or administrators of a deceased member
- (10) No share shall be issued or transferred to any bankrupt or person of unsound mind

#### GENERAL MEETINGS

- 11 (a) A notice conveying a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special businesses and Clause 38 in Table A shall be modified accordingly  
  
All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors
- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) 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 Directors and to the Auditors for the time being of the Company
- 12 (a) Clause 40 in Table A shall be read and constructed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence
- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved

- (c) Clause 41 in Table A shall not apply to the Company

#### APPOINTMENT OF DIRECTORS

- 13 (a) Clause 64 in Table A shall not apply to the Company
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly
- (c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company
- (d) No person shall be appointed a Director at any General Meeting unless -
- (i) he is recommended by a Director, or
- (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed
- (e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director
- (f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force

#### BORROWING POWERS

- 14 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

## ALTERNATE DIRECTORS

- 15 (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company 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, and the first sentence of Clause 66 in Table A shall be modified accordingly
- (b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

## DISQUALIFICATION OF DIRECTORS

- 16 The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly

## GRATUITIES AND PENSIONS

- 17 (a) The Directors may exercise the powers of the Company conferred by Clause 3[t] of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers
- (b) Clause 87 in Table A shall not apply to the Company

## PROCEEDINGS OF DIRECTORS

- 18 (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company

## THE SEAL

- 19 (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates

shall apply only if the Company has a seal Clause 101 of Table a shall not apply to the Company

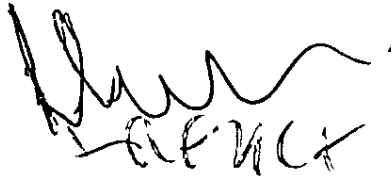
- (b) The Company may exercise the powers conferred by Section 39 of the act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors

#### INDEMNITY

- 20 (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 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 310 of the Act
- (b) The Directors shall have the power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 110 (1) of the Act from and after the bringing in force of Section 137 of the Companies Act 1989
- (c) Clause 118 in Table A shall not apply to the Company

#### NAME AND ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Robin Francis Karl Carlsen  
25 Norreys Road  
Cumnor  
Oxford OX2 9PT  
Businessman



Carol Elizabeth Carlsen  
25 Norreys Road  
Cumnor  
Oxford OX2 9PT  
Businesswoman



Dated the 29 day of July 2008


Witness to the above signatures

Signature

NAME

Address

Occupation

  
3 Westway Oxford  
Solicitor





# 10

Please complete in typescript,  
or in bold black capitals

CHFP025

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

**Company Name in full**

OXFORD INTERIORS LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

10 THE SQUARE

WEST WAY SHOPPING CENTRE

Post town

OXFORD

County / Region

OXON

Postcode

OX2 9LH

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the  
public record

HMG LAW LLP  
126 High Street  
Oxford  
OX1 4DG

SEE/104497

DX number 4321

Tel 01865 244661

DX exchange OXFORD

Companies House receipt date barcode

When you have completed and signed the form please send it to the  
Registrar of Companies at  
**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales  
or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland  
**DX 235 Edinburgh**  
**or LP - 4 Edinburgh 2**

**Company Secretary** (see notes 1-5)

Company name

OXFORD INTERIORS LIMITED

NAME \*Style / Title

MRS

\*Honours etc

\* Voluntary details

Forename(s)

CAROL ELIZABETH

Surname

CARLSEN

Previous forename(s)

Previous surname(s)

Address ††

25 NORREYS ROAD

CUMNOR

Post town

OXFORD

County / Region

OXON

Postcode

OX2 9PT

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

I consent to act as secretary of the company named on page 1

Consent signature

Date

29/7/08.

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

ANDREW JOHN

Surname

BIRKETT

Previous forename(s)

Previous surname(s)

Address ††

11 RESTHARROW MEAD

BURE PARK

Post town

BICESTER

County / Region

OXON

Postcode

OX26 3AF

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Day Month Year

Date of birth

1

6

0

5

1

9

7

2

Nationality

BRITISH.

Business occupation

BUSINESSMAN

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

29/7/08.

CHFP025

Company name OXFORD INTERIORS LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

29/7/08

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

ROBIN FRANCIS KARL

Surname

CARLSEN

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

County / Region

Postcode

Country

25 NORREYS ROAD

CUMNOR

OXFORD

OXON

OX2 9PT

ENGLAND

Date of birth

Day Month Year

2 9 0 4 1 9 4 9

Nationality

BRITISH

Business occupation

BUSINESSMAN

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

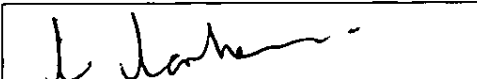
Date

29/7/08

**Directors**

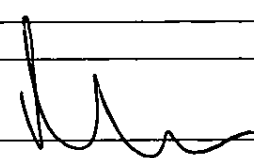
(see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	MRS		<b>*Honours etc</b>	
<b>Forename(s)</b>		CAROL ELIZABETH			
<b>Surname</b>		CARLSEN			
<b>Previous forename(s)</b>					
<b>Previous surname(s)</b>					
<b>Address</b> ††		25 NORREYS ROAD			
		CUMNOR			
<b>Post town</b>		OXFORD			
<b>County / Region</b>		OXON	<b>Postcode</b>	OX2 9PT	
<b>Country</b>		ENGLAND			
<b>Date of birth</b>		Day	Month	Year	<b>Nationality</b>
		2	7	1 0 1 9 4 8	BRITISH
<b>Business occupation</b>		BUSINESSWOMAN			
<b>Other directorships</b>		NONE			
I consent to act as director of the company named on page 1					
<b>Consent signature</b>				<b>Date</b>	29/7/08

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

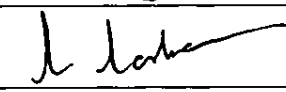
Signed



Date

29/7/08.

Signed



Date

29/7/08

Signed



Date

29/7/08.

Signed

Date

Signed

Date

Signed

Date

Signed

Date