

G

COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

For official use

For official use

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

[ ]

Name of company

\* insert full  
name of Company

\*  
**TRUESTAKE** LIMITED

I, **ERIC CHARLES TURNER**

of **120 EAST ROAD, LONDON, N1 6AA**

\* delete as  
appropriate

do solemnly and sincerely declare that I am an authorised signatory of CCS Secretaries  
Limited named as secretary of the company in the statement delivered to the registrar  
under section 10(2)(f) and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it 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 **27 ETCHINGHAM COURT,**  
**LONDON, N3**

Declarant to sign below

the **29th** day of **January**

One thousand nine hundred and ninety-one

before me **[Signature]** **W.K. PHILLIPS**  
Solicitor

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

**[Signature]**

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

For official Use  
New Companies Section





International Company Registration Agents

Capital Company Services Limited  
120 East Road  
London N1 6AA  
Telephone: 071-251 2566

# 10

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

This form should be completed in black.

Company name (in full)

CN 2580387

For official use ☐

TRUESTAKE LIMITED

Registered office of the company on  
incorporation.

RO

120 EAST ROAD  
LONDON, N1 6AA

Post town

County/Region

Postcode

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address.

☒ X

Name CAPITAL COMPANY SERVICES LTD

RA

120 EAST ROAD

Post town LONDON

County/Region

Postcode N1 6AA

Number of continuation sheets attached

☐

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

Capital Company Services Limited

120 EAST ROAD

LONDON N1 6AA

Postcode


Telephone TEL 01-251-2566

Extension

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

Address  
Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Consent signature

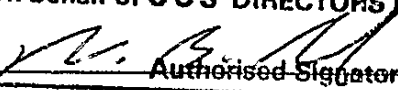
CS			
CCS SECRETARIES LIMITED			
AD	120 EAST ROAD		
Post town	LONDON		
County/Region			
Postcode	N1 6AA	Country	UNITED KINGDOM
I consent to act as secretary of the company named on page 1			
For and on behalf of CCS SECRETARIES LTD.			
Signed			Date 29/1/91
Authorised Signatory			

Directors (See notes 1-3)  
Please list directors in alphabetical order.  
Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

Address  
Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.  
Date of birth  
Business occupation  
Other directorships

\* Voluntary details

Consent signature

CD			
CCS DIRECTORS LIMITED			
AD	120 EAST ROAD		
Post town	LONDON		
County/Region			
Postcode	N1 6AA	Country	UNITED KINGDOM
DO	1 3 1 1 9 0	Nationality	NA REGISTERED IN ENGLAND AND WALES
OC	LIMITED COMPANY NO. 2557792		
OD			
I consent to act as director of the company named on page 1			
For and on behalf of CCS DIRECTORS LTD.			
Signed			Date 29/1/91
Authorised Signatory			

Name **\*Style/Title**

Forenames

Surname

**\*Honours etc**

Previous forenames

Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

<b>CD</b>	
<b>AD</b>	
Post town	
County/Region	
Postcode	Country
<b>DD</b>	Nationality <b>NA</b>
<b>OC</b>	
<b>OD</b>	
I consent to act as director of the company named on page 1	
Signed	Date

Date of birth

Business occupation

Other directorships

\* Voluntary details

**Consent signature**

p. CAPITAL COMPANY SERVICES LIMITED	
Signature of agent on behalf of all subscribers	Date 29/1/91

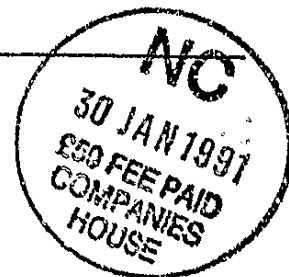
Delete if the form  
is signed by the  
subscribers.

Delete if the form  
is signed by an  
agent on behalf of  
all the subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

# MEMORANDUM OF ASSOCIATION



OF

TRUESTAKE LIMITED

1. The Company's name is TRUESTAKE LIMITED ✓
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
  - A. To carry on business throughout the world as manufacturers, wholesalers, agents, factors, retailers, distributors, importers and exporters of goods, raw materials, materials, consumables and finished products of any and every description, to carry on business as advertising agents, air conditioning and ventilation engineers, antique dealers, builders, builders merchants, butchers, caravan dealers, car hire and taxi operators, carpenters and joiners, caterers, restaurant proprietors, chemists, civil engineers, cleaning contractors, clothiers, commodity dealers, computer bureau operators, conference organisers, design engineers, driving school operators, dry cleaners, electricians, engineers, employment agency proprietors and estate agents, to deal as aforesaid in carpets, ceramics, chemicals, clothing, confectionery, cosmetics, frozen foods, fancy goods, handbags, metals and motor accessories, to carry on business as farmers, film and television film makers, financial and investment consultants, fishmongers, flooring contractors, florists, furniture manufacturers, garage proprietors, coach builders, glaziers, grocers, greengrocers, hairdressers, haulage, freight and shipping contractors, insurance agents, interior designers, ironmongers, jewellers, kitchen planners, landscape gardeners, launderette operators, mail order distributors, management consultants, metal platers and polishers, motor dealers, music publishers, machinery and tool distributors, newsagents, tobacconists, nominees, trustees, nursing home, hotel and off licence proprietors, opticians, photographers, plant hire contractors, plumbers, precision engineers, printers, public relations consultants, public house proprietors, publishers, record producers, recording studio proprietors, roofing and scaffolding contractors, ship charterers, stock and share dealers, theatrical agents, timber merchants, travel agents and turf accountants, to deal as aforesaid in office equipment, packaging products, patents, plastic goods, plastics, records, cassettes and video tapes, sectional buildings, shoes, boots, sports equipment, sports clothing, swimming pools, textiles, toys, wines, spirits and household goods, and to carry on any other trade or business whatsoever which can be advantageously carried on in connection with the aforesaid activities.

- 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 guarantee or give security for the payment or performance of any contracts, debts, or obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to give any guarantee, security or indemnity.
- D. To take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purpose of or in connection with the Company's business or any department or branch thereof.
- E. To apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like, conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired.
- F. To erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid.
- G. To subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any share, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any Company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof.
- H. To promote by way of advertising the products and services of the Company in any manner and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company.
- I. To borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present or future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stocks, debentures or other obligations or securities of any description.
- J. To support, guarantee and/or secure either with or without

consideration the payment of any debenture stock, debentures, dividends, shares or moneys or the performance of engagements or contracts of any other Company or person and in particular (but without prejudice to the generality of the foregoing) of any Company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act, 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

- K. To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested.
- L. To take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents.
- M. To employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights.
- N. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments; to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- O. To promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or 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 hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company.
- P. To deal with and invest the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- Q. To accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company 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 stock, shares or securities so acquired.

- R. To enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operative or enter into co-operation with any company, person or firm 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 to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company.
- S. To pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine.
- T. To develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit.
- U. To acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally.
- V. To aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation.
- W. To grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid.
- X. To distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, 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.
- Y. To do all or any of the above things in any part of the world, either alone as principals, or as agents, trustees, sub-contractors or otherwise.
- Z. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

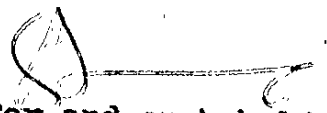
It is hereby declared that the objects of the Company as specified in each of the foregoing sub-clauses of this Clause shall be separate and distinct objects of the Company and shall not in any way be limited by reference to any other sub-clauses or the order in which the same occur. The widest interpretation shall be given to the objects contained in each sub-clause of this Clause and shall not save where the context expressly so requires be in any way restricted or limited by inference from or reference to any other object or objects set forth in such sub-clause or from the terms of any other sub-clause. None of such sub-clause or the objects mentioned therein or the powers thereby conferred shall be deemed ancillary to or subsidiary to the powers or objects specified in any other sub-clause.

4. The liability of the members is limited.
5. The share capital of the Company is One Thousand Pounds divided into One Thousand Shares of £1 each.


We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

-----  
NAMES AND ADDRESSES OF SUBSCRIBERS  
-----

Number of Shares  
taken by each  
Subscriber  
-----

  
For and on behalf of  
CCS SECRETARIES LIMITED  
120 East Road  
London, N1 6AA

ONE

  
For and on behalf of  
CCS DIRECTORS LIMITED  
120 East Road  
London, N1 6AA

ONE

-----  
Dated the 2nd day of January 1991

Witness to the above Signatures:-

MICHAEL NORMAN CLAFF  
120 East Road  
London, N1 6AA

Chartered Accountant  


ARTICLES OF ASSOCIATION

-OF-

TRUESTAKE LIMITED

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Acts 1985 to 1989 (hereinafter referred to as "the Act") and subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F)(Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company. Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. Regulations 8, 23, 24, 61, 64, 73, 74, 75, 80, 81, 84, 89, 95, 97, 101 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. Sections 89 to 94 inclusive of the Companies Act 1985 shall apply to the Company in their entirety. Any shares not accepted pursuant to the procedure set out therein shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit; provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.
4. Subject to Article 3 hereof, the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.

LIEN ON PARTLY PAID SHARES

5. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time

declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

#### SHARE TRANSFERS

6. 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.
7. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee.

#### DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Act.
9. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.
10. The office of a Director shall be vacated if:
  - a. by notice in writing delivered to the Company at its Registered Office, or tendered at a meeting of the Directors, he resigns the office of Director; or
  - b. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c. he is, or may be, suffering from mental disorder and either

- i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, and application for admission under the Mental Health (Scotland) Act 1960, or
  - ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- d. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

#### MANAGING DIRECTORS AND MANAGERS

- 11. 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. His appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically terminated if he ceases from any cause to be a Director.
- 12. 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.

#### PROCEEDINGS OF DIRECTORS

- 13. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall, when one Director only is in office, be one, and shall, when more than one Director is in office, be two.

#### SECRETARY

- 14. The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Act.

#### THE SEAL

- 15. The Company may have a Seal if it so wishes. If the Company has a Seal 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 by a 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.


## INDEMNITY


- 16 (a) Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- (b) The Directors shall have power to purchase and maintain an insurance policy for any Director, officer or Auditor of the Company effecting cover against any such liability as is referred to in Section 10(1) of the Act.

---

**NAMES AND ADDRESSES OF SUBSCRIBERS**

---

  
For and on behalf of  
CCS SECRETARIES LIMITED  
120 East Road  
London, N1 6AA

  
For and on behalf of  
CCS DIRECTORS LIMITED  
120 East Road  
London, N1 6AA

---

Dated the                      2nd                      day of                      January                      1991

**Witness to the above Signatures:-**

**MICHAEL NORMAN CLAPP**  
120 East Road  
London, N1 6AA

Chartered Accountant



FILE COPY



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

No. 2580387

I hereby certify that

**TRUESTAKE LIMITED**

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

Given under my hand at the Companies Registration Office,  
Cardiff the 6 FEBRUARY 1991

*P. Bevan*  
P. BEVAN

an authorised officer

COMPANY NO. :2580387

The Companies Acts 1985 to 1989  
Company Limited by Shares



SPECIAL RESOLUTIONS

OF  
TRUESTAKE LIMITED

At an Extraordinary General Meeting of the Company duly convened  
and held at the registered office of the company.  
the following Resolutions were duly passed as SPECIAL RESOLUTIONS  
of the Company, viz:

RESOLUTIONS

Passed the 12th day of February 19 91

1. That, subject to the consent of the Secretary of State for Trade and Industry, the name of the Company be changed to:-

WALL TO WALL (HOLDINGS) LIMITED

2. That Clause 1 of the Memorandum of Association of the Company be amended to show the new name of the Company.

  
CHAIRMAN

NN1370 P8  
002821

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2580387

I hereby certify that

**TRUESTAKE LIMITED**

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

**WALL TO WALL (HOLDINGS) LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 22 FEBRUARY 1991

*P. Bevan*  
P. BEVAN

an authorised officer

RMRES

Company No. 2580387

The Companies Acts 1985 to 1989  
Company Limited by Shares

SPECIAL RESOLUTION

of

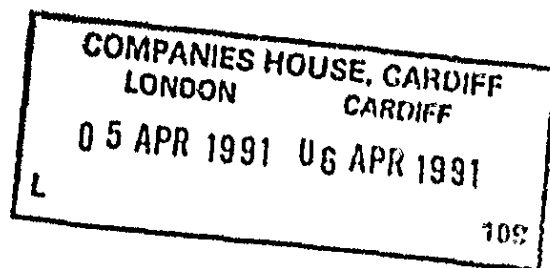
TRUESTAKE LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at 120 East Road, London, N1 6AA on 12th February 1991 the following Resolution was duly passed as a SPECIAL RESOLUTION of the Company, viz:

RESOLUTION

That Clause 3A of the Memorandum of Association of the Company be and is hereby duly deleted and the Clause 3A as attached hereto be substituted therefor.

CHAIRMAN



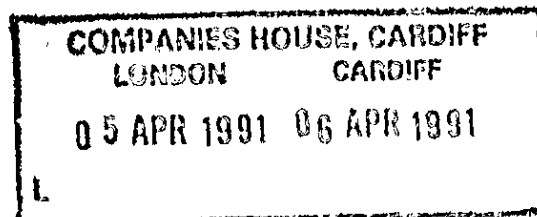
1  
9  
9  
0

# MEMORANDUM OF ASSOCIATION

## OF WALL TO WALL (HOLDINGS) LIMITED

1. The Company's name is Wall to Wall (Holdings) Limited.\*
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
- A. (i) To carry on the business of a holding company and the business of an investment company and or other similar or like company and to do all lawful acts and things whatever that are necessary in the ordinary way for the pursuit of such business of a holding company, investment company and or any similar or like company, the business of a management and servicing company and to act as managers including the direction and management of other companies, the businesses, property, land and estates of companies, corporations, or private persons and to carry out and undertake all such duties and matters in connection therewith as may be necessary or deemed to be expedient and to exercise its powers as a controlling shareholder of other companies or corporations.
- (ii) To acquire by purchase, lease, concession, grant, licence or otherwise such lands whether freehold or leasehold, buildings, leases, underleases, rights, concessions, privileges, stocks, shares, debentures, and bonds whether in public or private companies, whether incorporated or unincorporated, insurance policies, real, personal and any other such property as the Company shall deem fit.

\* Name changed from TRUESTAKE LIMITED by Special Resolution passed 12th February 1991.



**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

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

258 0387

Name of company

\*Insert full name of company

\* WALL TO WALL (HOLDINGS) 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 0 0 6

†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 0 0 6 1 9 9 2

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

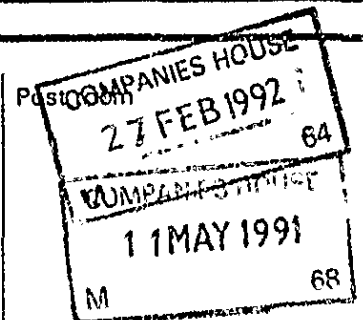
The company is a [subsidiary] [holding company]† of WALL TO WALL TELEVISION LTD  
(and Spring Place Services Ltd Co. No. 2586785)

\_\_\_\_\_, company number 208 7671

the accounting reference date of which is 30 JUNE

Signed Max G [Director] [Secretary]† Date 9-5-91

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

For official use  
General Section

A Graham  
Spring Place Services Limited  
8-9 Spring Place  
Kentish Town  
London NW5 3ER

Companies Division

Companies Administration  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

Switchboard  
0222 388588

Please quote our reference when replying

Direct line 0222 380 186  
Our ref E2149/92/OW  
Your ref  
Date 9 December 1992

Dear Sir

SECTION 244(5) OF THE COMPANIES ACT 1985 AS INSERTED BY SECTION  
11 OF THE COMPANIES ACT 1989

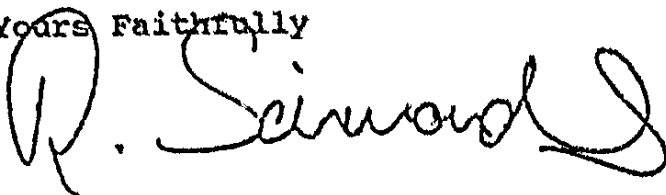
WALL TO WALL (HOLDINGS) SERVICES LIMITED

Thank you for your letter of 27 November 1992.

I am pleased to inform you that the Secretary of State, in exercise of his powers under Section 244(5) of the Companies Act 1985, extends by seven weeks and seven days the period allowed for laying and delivering the accounts of the above named company in respect of the accounting reference period ending 30 June 1992.

The date on which the period will now end is, therefore, 31 January 1993 but I must emphasise that late filing penalties and normal default action will apply if the accounts are not filed by this date.

Yours Faithfully



R. SIMMONDS

On behalf of the Secretary of State  
for Trade and Industry

Company No. 2580387

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

RESOLUTION  
OF  
WALL TO WALL (HOLDINGS) LIMITED

Passed 16<sup>th</sup> September 1993

At an Extraordinary General Meeting of the Company duly convened and held on the above date the following Resolution was duly passed as a SPECIAL RESOLUTION:-

That the Company adopt New Articles of Association in the form of the draft annexed

Sae Gent  
Director



1 JAG CoA

THE COMPANIES ACTS 1985 AND 1989  
COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

(adopted by Special Resolution  
passed 16th September 1993)  
OF

WALL TO WALL (HOLDINGS) LIMITED

---

PRELIMINARY

1. Subject as hereinafter provided, the Regulations in Table "A" in the Companies (Tables A - F) Regulations 1985 are incorporated herein and such Table is hereinafter referred to as Table A. Such Regulations (save as are herein excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.

"The Act" means the Companies Act 1985 as amended by the Companies Act 1989.

SHARES

2. The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public.
3. If applicable, every share shall carry the rights (subject to the obligations) attaching to it under any agreement which from time to time exists between the members of the Company regulating their relationship as members ("Shareholders' Agreement").
- 4.1 After the date of adoption of these Articles, any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the period (being not less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer.
- 4.2 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 Clause by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or

otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.

- 4.3 Subject to this Article and to an election by the Company in accordance with Section 80A of the Act, the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot shares up to the amount of the authorised share capital authorised at any time or times during the period of five years from the date of these Articles.
- 4.4 In accordance with Section 91 of the Act sections 89 and 90 (1) (6) and (7) thereof shall be excluded from applying to the Company.
- 4.5 In Regulation 2 of Table A the words "ordinary resolution" shall be replaced by the words "special resolution".
- 4.6 Subject to the provisions of Chapter VII of Part V of the Act:-
- (a) The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or shareholder;
  - (b) The Company may purchase its own shares (including any redeemable shares);
  - (c) The Company may make payments in respect of the redemption or purchase under section 160 or (as the case may be) 162 of the Act and the relevant power (a) or (b) above of any of its own shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares to the extent permitted by section 171 of the Act.

Regulation 35 of Table A shall not apply.

#### LIEN

5. The Company shall have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company; and Regulation 8 of Table A shall be modified accordingly.

#### CALLS ON SHARES

6. 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 in Regulation 18 of 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**

### **7. Refusal to Register**

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer:-

- (a) of a share on which the Company has a lien;
- (b) of a share to a person of whom they shall not approve unless the identity of the proposed transferee is specified in the Transfer Notice.

Regulation 24 in Table A shall not apply to the Company.

## **PRE-EMPTION RIGHTS**

### **8.1 Transfer Notice**

Any person ("the Proposing Transferor") proposing to transfer any shares shall give notice in writing ("the Transfer Notice") to the Company that he desires to transfer the same specifying the price per share which in his opinion constitutes the fair value thereof. The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice to any Member or Members willing to purchase the same ("the Purchasing Member") at the price specified therein or at the fair value certified in accordance with Article 8.3 below (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the Directors.

### **8.2 Offer Notice**

- (a) 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 number of shares held by them respectively. Such offer shall be made by notice in writing ("the Offer Notice") within seven days after the receipt by the Company of the Transfer Notice. The offer notice shall state the price per share specified in the Transfer Notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the Offer Notice.
- (b) Notwithstanding paragraph (a) if a Certificate of Fair Value is requested under Article 8.3 below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the Fair Value shall have been given by the Company to the Members or until the expiry of the period specified in the Offer Notice whichever is the later.
- (c) For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.

- (d) The Offer Notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

### **8.3 Certificate of Fair Value**

- (a) In the absence of agreement as to the price to be paid for the shares subject to the Transfer Notice any Member may, not later than eight days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company certify in writing the sum which in his opinion represents the fair value ("the Fair Value") of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this Article reference to the Auditor shall include any person so nominated.
- (b) Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the Proposing Transferor and the Purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide.
- (c) In certifying the Fair Value the Auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly any provisions of law or statute relating to arbitration shall not apply.
- (d) Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the relevant class of the Fair Value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the Fair Value of each share) at which the shares comprised in the Transfer Notice are offered for sale.
- (e) For the purpose of this Article the Fair Value of each share comprised in the Transfer Notice shall be its value as a rateable proportion of the total value of all the issued shares in the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the Transfer Notice.

### **8.4 Sale Notice**

If Purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in Article 8.2, the Company shall not

later than seven days after the expiry of such appropriate period give notice in writing ("the Sale Notice") to the Proposing Transferor specifying the Purchasing Members and 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.

#### **8.5 Buy-In of Shares**

If the Company does not find or the Directors consider it has no real prospect of finding prospective purchasers for all of the shares comprised in the Transfer Notice then the Directors may if they think fit and subject to the provisions of Chapter VII of Part V of the Act cause the Company to purchase all of those shares or, in the case where Purchasing Members are found for some of the shares, the balance of the shares remaining unsold under the Transfer Notice (whereupon Article 8.4 shall apply mutatis mutandis) at the prescribed price PROVIDED THAT the Company is able to make the purchase within the provisions of Chapter VII of Part V of the Companies Act 1985.

#### **8.6 Attorney for Sale**

If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the Purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Members. The Company shall pay the purchase money into a separate bank account.

#### **8.7 Sale to Third Party**

If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in Article 8.4 he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty, subject to Article 7, to offer for sale all of the shares comprised in the Transfer Notice to any person or persons.

#### **8.8 Employee Shares**

If any member of the Company who is either a director of, or employed by the Company or any subsidiary ceases to hold office as a director of or to be employed by the Company or any subsidiary such member, or any personal representative or trustee in bankruptcy deriving title under him, shall be deemed to have served a Transfer Notice or Notices pursuant to Article 8.1. The Transfer Notice shall be deemed served on the occurrence of the event specified in the relevant following paragraph:

- (a) in respect of all shares which are then held by him, upon the member ceasing to be a director or employee as the case may be; and
- (b) in respect of any shares which he or any other person may thereafter be entitled to acquire by reason of any rights conferred upon him as a director or employee, on the date on which such shares are allotted to him or to such other person following the exercise of such rights

in each case specifying in the Transfer Notice as the Price per share, the sum which on the application of the Board shall be certified by the Auditors under Article 8.3 as the Fair Value thereof.

#### **8.9 Transmission of Shares**

In the application of Regulations 29 to 31 of Table A to the Company, Regulation 30 shall be omitted and:-

- (a) any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer;
- (b) if a person becoming so entitled shall not have given a Transfer Notice in respect of any share within two months of the death or bankruptcy, the directors may at any time thereafter upon resolution passed by them give notice requiring such person within fourteen days of such notice to give a Transfer Notice in respect of all such shares for which he has not previously given a Transfer Notice. If he does not do so he shall at the end of such fourteen days be deemed to have given such a Transfer Notice.

Where a Transfer Notice is given or deemed to be given under this Article and no price per share is specified therein, the Transfer Notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the Auditors under Article 8.3 as the Fair Value.

#### **8.10 Transfers agreed by all Members**

The restrictions on transfers contained in Articles 7 and 8 shall not apply to any transfer approved in writing by all the members.

### **PERMITTED TRANSFERS**

#### **9.1 For the purposes of this Article:-**

- (a) "Privileged Relation", in relation to a member of the Company who is an individual, means the spouse (or widow or widower) of the member and his lineal descendants and, for the purposes aforesaid, a step-child or adopted child or illegitimate child of any member shall be deemed to be a lineal descendant of such member;
- (b) "Family Trust", in relation to a member of the Company who is an individual, means a trust (whether arising under settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of
  - (i) that member and/or a Privileged Relation of that member; or

(ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities) and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member of his Privileged Relations.

(c) "Personal Pension Scheme" means, in relation to a member, a scheme established for the benefit of such member and his dependants within the provisions of sections 630 to 655 of the Income and Corporation Taxes Act 1988

(d) "Relevant Shares" means and includes (so far as the same remain from time to time held by a Permitted Transferee) the shares originally transferred to such Permitted Transferee and any additional shares issued or transferred to the Permitted Transferee by virtue of the holding of the Relevant Shares or any of them.

9.2 A member of the Company who is an individual (not being in relation to the shares in question a holder thereof as a trustee of a Family Trust) may at any time transfer all or any of the shares held by him:

(a) to a Privileged Relation; or

(b) to trustees to be held upon a Family Trust of such member; or

(c) to a scheme administrator of a Personal Pension Scheme for the purposes of such scheme.

9.3 Where Relevant Shares are held by trustees upon a Family Trust:

(a) such shares may on any change of trustees be transferred to the new trustees of that Family Trust;

(b) such shares may at any time be transferred to any person to whom the same could have been transferred under Article 9.2 by the settlor if he had remained the holder thereof; and

(c) if and whenever any such shares cease to be held upon Family Trust (otherwise than in the consequence of a transfer authorised by Article 9.2) or there cease to be any beneficiaries of that Family Trust other than a charity or charities, the trustees shall be deemed immediately to have given a Transfer Notice in respect of all the Relevant Shares and the procedure set out in Article 8 shall apply.

- 9.4 Where Relevant Shares are held by a scheme administrator of a Personal Pension Scheme:-
- (a) such shares may on any change of the administrator be transferred to a new administrator of such scheme; and
  - (b) if and whenever such shares cease to be held by the Personal Pension Scheme (otherwise than in consequence of a transfer authorised by Article 9.2), the administrator shall be deemed immediately to have given a Transfer Notice in respect of all the Relevant Shares and the procedure set out in Article 8 shall apply.
- 9.5 If a member, being a person who has transferred shares pursuant to Article 9.2, ceases to be a Director of or consultant to or employee of the Company or any subsidiaries, any person who has acquired Relevant Shares from that member (whether directly or by a series of transfers) shall be deemed to have given a Transfer Notice pursuant to Article 8.2 in respect of all the Relevant Shares as shall then be registered in the name of such person and the procedure set out in Article 8 shall apply. Such Transfer Notice shall be effective from the date on which the Directors (as a whole) actually become aware of such event.

### **ENQUIRIES**

- 10.1 For the purpose of ensuring that a transfer of shares is to be made or that no circumstances have arisen whereby a transfer has been made other than in accordance with the provisions of these Articles the Directors may from time to time require by notice in writing ("an Enquiry") require any member or any person named as transferee in any transfer lodged for registration ("a Recipient") to furnish to the Company such information as evidence (written or otherwise) to the Directors' reasonable satisfaction regarding any matter which they may reasonably deem relevant to such purpose.
- 10.2 (a) If the Directors do not receive information or evidence which in their reasonable opinion satisfies the requirements of the Enquiry within a reasonable period specified in the Enquiry (not being less than two weeks) from the date of the Enquiry, the Directors may serve on the Recipient a further notice ("Further Enquiry") which shall:
- (i) specify in reasonable detail the information and evidence required by the Directors to satisfy the Enquiry; and
  - (ii) specify a time limit (not being less than 7 days) within which such information and evidence must be provided to the Directors; and
  - (iii) notify the Recipient that failure to provide the information and evidence to the reasonable satisfaction of the Directors shall result in a Transfer Notice having been deemed to have been served in respect of all of such shares as are specified in paragraph (b).

- (b) If any Recipient shall fail to respond to any Enquiry and Further Enquiry to the reasonable satisfaction of the Directors then a Transfer Notice shall be deemed to have been given under Article 8 at the expiry of the period allowed for response to the Further Enquiry:-
- (i) by the member in respect of such of the shares held by him as may be specified in the Further Enquiry; or
  - (ii) by the person named as transferee in any transfer of such of the shares registered in his name as may be specified in the Further Enquiry and/or by the member transferring the shares comprised in such transfer of such of those Shares as may be specified in the Further Enquiry.

### **PROCEEDINGS AT GENERAL MEETINGS**

- 11.1 Two members entitled to vote present in person or by proxy shall be a quorum at any General Meeting.
- 11.2 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the meeting shall be dissolved provided that if a meeting to consider only a resolution or resolutions for the winding up of the Company and the appointment of a Liquidator be adjourned and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting any member present in person or by proxy shall constitute a quorum. Regulation 41 of Table A shall be modified accordingly.
- 11.3 On a show of hands every member entitled to vote present in person shall have one vote and on a poll every such member shall have one vote for each share of which he is the holder.
- 11.4 All business at a general meeting shall be deemed to be special business and shall be notified in the notice convening the meeting.
- 11.5 The Chairman shall not be entitled to any second or casting vote at any general meeting of the Company and Regulation 50 of Table A shall not apply.

### **DIRECTORS**

- 12.1 Regulation 64 of Table A shall not apply to the Company.
- 12.2 The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions expressed to be vested in the Directors generally and Regulation 89 of Table A shall be modified accordingly.

- 12.3 In the case of an equality of votes, the Chairman of the Board of Directors shall not have a second or casting vote and Regulation 88 of Table A shall be amended accordingly.
- 12.4 The Directors shall not be required to retire by rotation and accordingly Regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

#### **ALTERNATE DIRECTORS**

13. Each Director shall have the power at any time to appoint one other person as an alternate Director and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor. Regulation 65 of Table A shall not apply.

#### **POWERS AND DUTIES OF DIRECTORS**

14. Subject to Section 317 of the Act a Director or Alternate Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract or arrangement is under consideration and Regulation 94 of Table A shall be modified accordingly.

#### **PROCEEDINGS OF DIRECTORS**

- 15.1 Whilst there are two or more Directors of the Company the quorum for a meeting of the Directors shall be two. In the event that the number of Directors falls to one the quorum for a meeting of the Directors shall be one.
- 15.2 Any Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

#### **THE SEAL**

16. In accordance with Section 39 of the Act (as amended) the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom but the Company shall not be obliged to have a common seal.

#### **NOTICES**

17. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

## INDEMNITY

18. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 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. Regulation 118 of Table "A" shall not apply to the Company.