

1206316

No. of Company.....

FORM 41.
(No registration
fee payable)**THE COMPANIES ACTS 1948 TO 1967****Declaration of Compliance**

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company **HOWES MANAGEMENT SERVICES** Limited**I** (FULL NAMES) **JOHN HUNTER HOWARD**of (FULL ADDRESS) **CASTLE CHAMBERS, OPLE STREET,**
..... **NORWICH, NRI 2DP**Do solemnly and sincerely declare that I am a person named in the Articles of Association as a **DIRECTOR** / **SECRETARY** / **SOLICITOR** of the **SUPREME COURT EN JAGEL** in the **FORMATION** §of - **HOWES MANAGEMENT SERVICES** **LIMITED**

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

Declared at *Castle Chambers*
*Norwich*the *19th* day of *March*
one thousand nine hundred and *Seventy Five*

before me.

S. R. Christy

A Commissioner of Oaths

Solicitor

(a) or Notary Public or Justice of the Peace

Presented by: **Gray's Inn Company Formations Ltd.**
87 - 89 Tabernacle Street,
London, EC2A 4BA.
(Phone: 01 - 253 3551/2)

Margin reserved for binding

The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

HOWES MANAGEMENT SERVICES LIMITED

1. The name of the Company is "Howes Management Services Limited".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(a) To carry on all or any part of the business or businesses as a management, costing and consultancy service to any industry, person, firm or company or otherwise, and to assist in the organisation, management and development of their affairs; to provide advisory, reference, information, analytical, measuring, calculating, data processing and all other services as required, and to take part in the supervision, formation, control and operation of any undertaking in connection with any of the above, and for that purpose to appoint suitable staff or other experts and specialists and to provide for the instruction and education of same, all as the Company sees fit.

(b) To deal generally with goods, products and materials of every description as distributors, dealers, wholesalers, retailers, importers, exporters or otherwise, and to demonstrate, contract, advertise, finance, insure and underwrite in relation thereto, and to promote, finance, advise, lend money to or otherwise assist any of the above, and also to act as public and press relations consultants, advisers and practitioners; and to do all or any of the above acting as principals, agents, brokers, contractors, sub-contractors, appointees and assignees, lessors and lessees or otherwise either in the United Kingdom or elsewhere.

1206316

- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them.
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

- (l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every kind and any kind.
- (m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.
- (r) To distribute any property of the Company in specie or in kind among the members of the Company.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

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

4. The liability of the members is limited.

5. The Share Capital of the Company is £100 divided into 100 shares of £1 each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p><u>J.W. Howes</u> <i>Jack Fort's Wyndham House</i> <i>Novene House</i> <i>Theatre Street</i> <i>Norwich.</i> <i>Company Director.</i> <i>Samuel Howes</i> ✓</p>	<p>one. ✓</p>
<p><i>Bromwell William Henry Lane</i> <i>Fair Lane</i> <i>Green Lane</i> <i>Wimborston</i> <i>Norwich</i> <i>Shetland Accountant.</i> ✓</p>	<p>one. ✓</p>

DATED

18/3/75

WITNESS to the above signatures:—

W. A. Humphreys
 C. E. ENGINEER,
 14 MAE HOUSE,
 175, NEW ROAD
 NORWICH.
Electrical Engineer.

COMPANY LIMITED BY SHARES

Articles of Association

OF

HOWES MANAGEMENT SERVICES LIMITED

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, 53, and 75 in Part 1 of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 3, 4, 5 and 6 in Part II of Table A shall apply to the Company.

SHARES

3. The shares in the initial and any increased capital shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Shares of the Company shall not be disposed of or transferred except in the following cases:

(a) Any share may be transferred by a Member to any other Member or

(b) Any share may be transferred by a Member to the spouse or child or children or issue of such Member

(c) Any share in the name of a deceased Member may be transferred to

- (i) the widow or widower of such deceased Member
- (ii) any child or children or issue of such deceased Member
- (iii) the Executors or Trustees of the Estate of the deceased Member to hold in their names

(d) In all other cases except those comprised in Clause (a) (b) and (c) above a Member wishing to dispose of his or her shares or any of them (hereinafter called "the transferor") shall offer for sale such share or shares to the other Members in accordance with the following procedure:

- (i) The transferor shall first give notice in writing of the transferor's wish to the Company which notice shall constitute the Company the transferor's agent for the purpose of the sale
- (ii) No notice of sale given as in (i) above shall be withdrawn
- (iii) The Directors shall offer the share or shares offered as above to the other Members at a fair value certified by the Company's Auditors.
- (iv) If within twenty-eight days of the Directors' offer a purchasing Member or Members is or are found of the whole of the shares the purchase shall be completed within seven days
- (v) Notice of the finding of the purchasing Member or Members is to be given to the transferor and the transferor shall on payment of the fair value transfer the share to the purchasing Member or Members.
- (vi) In the event of the transferor failing to complete the transfer to the purchasing Member or Members the Directors shall authorise themselves or some other person to transfer the share or shares to the purchasing Member or Members and shall receive the purchase money and register the purchasing Member or Members as holder or holders of the share or shares issuing him or her or them a certificate therefor
- (vii) The transferor shall deliver up his own Certificate or Certificates for the share or shares sold and shall then be paid the purchase money but not before.
- (viii) If after the expiry of twenty-eight days from the issuing of the Directors offer no purchasing Member or Members is or are found or if the purchase is not completed through no fault of the transferor the transferor Member subject to the Directors' approval and to Clause 3 of Table A Part II may dispose of such shares as shall remain undisposed of to any person and at any price. Clause 3 of Table A Part II shall not apply to dispositions included in Clauses (a) (b) and (c) above except to ensure that the Membership limit is not exceeded or to prevent the transfer of shares upon which the Company has a lien and in no case whatsoever shall shares be issued or transferred to an infant a bankrupt or a person of unsound mind.

LIEN

4. The lien conferred by Clause 11 in Part 1 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, 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 Auditor for the time being of the Company.

6. Clause 54 in Part 1 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.

8. There shall be at least one Director and not more than five unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.

9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall *ipso facto* vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

10. Clause 79 in Part 1 of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

11. Clause 84 (5) in Part 1 of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part 1 of Table A shall be modified accordingly.

WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amount paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

... The first Director(s) of the Company shall be:—

Jack Lortie Wymotham Howes.
Bramwell William Henry Lane.

FIRST SECRETARY

15. The first Secretary of the Company shall be:—

Bramwell William Henry Lane.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

P. W. Howes

Jack Lortie Wymotham Howes
New House
Theatre Street
Norwich
Company Director. ✓

Bramwell William Henry Lane
Bramwell William Henry Lane
Fair View
Queen Lane
Wimborston
Norwich
Chartered Accountant.

DATED 18/3/75

WITNESS to the above signatures:—

C. L. Humphreys
C. L. HUMPHREYS,
14, DEER HOUSE,
113 WIMBORST ROAD,
NORWICH.
Electrical Engineer.



CERTIFICATE OF INCORPORATION

No. 120 316

I hereby certify that

HOWES MANAGEMENT SERVICES LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the
Company is Limited.

Given under my hand at London the 7TH APRIL 1975

M Taylor
M TAYLOR

Assistant Registrar of Companies

Section 94 The Insolvency Act 1986
 Return of Final Meeting in a
 Members' Voluntary Winding Up
 Pursuant to Section 94 of the
 Insolvency Act 1986

S.94

For official use

To the Registrar of Companies

ACCOUNT/RETURN OF FINAL MEETING			
MTG HELD	DOCS RECD	REGISTERED	INIT.
25.3.88	24.88	20.4.88	M7
DEEMED TO BE DISSOLVED ON: 20.7.88			

Company Number

1206318

Name of Company

(a) Insert full name of company

(a)	Jayward Systems
	Limited

(b) Insert full name(s) and address(es)

I/We (b)

David Geoffrey Richardson,
 42-46, Darlington Street,
 Wolverhampton.

(c) Delete as applicable

(d) Insert date

(e) The copy account
 must be authenticated
 by the written
 signature(s) of the
 liquidator(s)

give notice that a general meeting of the company was duly (c) ~~(XXXXXX)~~
 [summoned for] (d) 25.3.88 pursuant to section 94 of the Insolvency Act
 1986, for the purpose of having an account (of which a copy is attached) (e) laid
 before it showing how the winding up of the company has been conducted, and
 the property of the company has been disposed of and (c) ~~(that the same was
 done accordingly)~~ [no quorum was present at the meeting]

Signed



Date

27 April 1988

Presenter's name
 address and reference
 (if any)

For Official Use	
Liquidation Section	Post Room
	29.3.88

Liquidator's statement of account: members' voluntary winding up

Statement showing how winding up has been conducted and the property of the company has been disposed of

Name of Company Jayward Systems Limited

From 1.4.87 commencement of winding up to 25.3.88 (close of winding up)

	Statement of assets and liabilities	Receipts	Payments
RECEIPTS			
Cash at Building Society		26,275	20
Cash at Bank		873	62
Sale of Plant, Fixtures & Stock		870	00
Debtors - Directors' Loan account	3,506	16	
VAT Refund	143	89	
Building Society Interest		3,650	05
		2,029	27
		<u>33,699</u>	<u>14</u>
PAYMENTS			
Creditors - Corporation Tax	1,341	16	
Wages	1,620	00	
Auditors' Remuneration	850	00	
VAT	211	06	
Unpaid Dividend	490	00	
		4,512	22
Sundry Advertising and Expenses		116	92
Liquidators Remuneration		350	00
Distributions - First at £70 per share	7,000	00	
Second and Final at £217.2 "	21,720	00	
		28,720	00
		<u>33,699</u>	<u>14</u>
Less:	£	Dividends of p in £ on £	£
Payments to redeem securities		(The estimate of amount expected to rank for dividend was £)	
Costs of Execution			
Payments per Trading Account			
		(iii) Returns to Contributors	£
		— per £ —	
		— 1 share	
		— per £ —	
		— 1 share	
		— per £ —	
		— 1 share	
Net realisations	£	BALANCE	£

(1) Assets, including None shown in the statement of assets and liabilities and estimated to be of the value of £ have proved to be unrealisable

(2) State amount paid into the Insolvency Services Account in respect of

(a) unclaimed dividends payable to creditors in the winding up None £

(b) other unclaimed dividends in the winding up None £

(c) moneys held by the company in trust in respect of dividends or other sums due before the commencement of the winding up to any person as a member of the company None

(3) Add here any special remarks the Liquidator thinks desirable — None

Dated 6th April 1988

Signed (by the Liquidator) D. G. Richardson

Name and address of Liquidator (IN BLOCK LETTERS) David Geoffrey Richardson,

42-46, Darlington Street,

WOLVERHAMPTON.

Notes

* State number. Preferential creditors need not be separately shown if all creditors have been paid in full.

† State nominal value and class of share.

JORDENS
JORDENS & COY. LIMITED
INCORPORATED IN ENGLAND
10, ABchurch Lane
LONDON EC4A 3DF
Tel: 01-479 9600



JWU71