

NO. OF COMPANY

641974 //

C.F. 411

THE COMPANIES ACT, 1948.



A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

Declaration of Compliance with the requirements
of the Companies Act, 1948, on application for
Registration of a Company.

Pursuant to Section 15 (2)

(SEE FOOTNOTE OVERLEAF.)

NAME OF
COMPANY

Jones & Crossland

LIMITED.

CAT. No. C.F.41.

CS11 JS16401L

JORDAN & SONS,
LIMITED

Company Registration Agents, Printers and Publishers
116, Chancery Lane, W.C.2, and 13, Broad Street Place, E.C.2

Presented by



3 NOV 1948



I, John Crossland
of 52 Foremere Road
Great Barr
Birmingham

DO solemnly and sincerely declare that I am (a) [~~a Solicitor of the Supreme Court~~
~~engaged in the formation~~] [a person named in the Articles of Association as a
Director/Secretary];

of Jones & Crossland

..... 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, 1935.

Declared at Birmingham in
the County of Warwick

the 26th day of October

One thousand nine hundred and fifty nine
before me,

B. E. Freemington
A Commissioner for Oaths (b)

J. Crossland

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

(a) Delete words not required.

(b) or Notary Public or Justice of the Peace.

This margin to be reserved for binding.

641974/2

NO. OF COMPANY

[C.A. 25]

COMPANY LIMITED BY SHARES.



Irish
Revenue
Duty Stamp
to be
impressed
here.

Statement of the Nominal Capital

made pursuant to Sec. 112, Stamp Act, 1891.

(NOTE.— The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100— Sec. 41, Finance Act. 1933.)

NAME OF
COMPANY

Jones & Crossland

LIMITED.

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

CAT. No. C.A. 25.

P132 JS 156(H) (L)

JORDAN & SONS,
LIMITED

Company Registration Agents, Printers & Publishers,
116, Chancery Lane, W.C.2 and 13, Broad Street Place, E.C.2.

Presented for registration by



3 NOV 1939

The Nominal Capital

of Jones & Crossland

LIMITED,

is £ 2000, divided into 2000 shares of £ 1

each.

Signature

J. Crossland

Description

Director

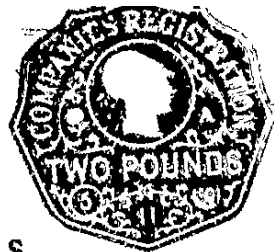
Date

26th October 1959

This margin is reserved for binding, and must not be written across.



The Companies Act, 1948



COMPANY LIMITED BY SHARES

REGIS

13 NOV 1959

Memorandum of Association

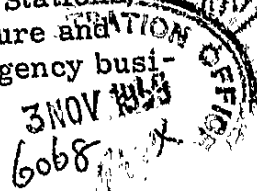
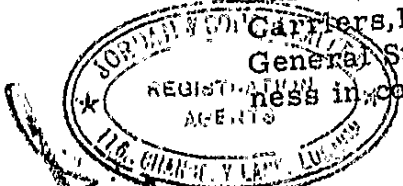
OF

JONES & CROSSLAND LIMITED.

1. The name of the Company is "JONES & CROSSLAND 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 acquire and take over as a going concern and carry on the business of Retailers, Wholesalers and Repairers of Musical Instruments now carried on by John Philip Jones and John Crossland at 8, Hinckley Street, Birmingham in the County of Warwick, under the style of "Jones & Crossland," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto.

(B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Manufacturers, Repairers, Hirers and Letters-on-Hire of, Dealers in, and Agents for the sale of Wireless and Television Sets, Gramophone Records, Gramophones, Accessories and Apparatus, Sound Recording and Sound Reproducing Machines and Instruments and Musical Instruments and Players of all kinds, and of and in any Components, Accessories, Sheet Music, Librettos and Publications required or used in or in connection therewith, Artificial Lighting Apparatus, Electrical Fittings, Appliances, Apparatus and Accessories, Scientific and Optical Equipment, Electronic Devices and Accessories and in all kinds of ancillary things or matters in the manufacture and sale of Wireless, Television, Musical Sound Producing and Sound Recording Instruments and Appliances, and of and in Perambulators, Baby Carriages, Bicycles of all descriptions, and all Accessories and Components and Spare Parts thereof, Refrigerators and Cold Storage Machines, Apparatus and Equipment, Vacuum Cleaners, Cleaning and Sweeping Tools, Furniture and Furnishings of all kinds, Ironmongery, Hardware, Cameras, Photographic Apparatus and Requisites, Toys, Games, Sports Goods, Jewellery, Antiques and Fancy Goods, Wireless, Television, Musical Recording, Gramophone, Electrical, Aeronautical, Motor, Marine and General Engineers, Electrical Installation Contractors, Music Publishers, Ironmongers, Hardware Dealers, Proprietors of Garages and Service Stations, Carpenters, House, Shop and Office Furnishers and Furniture and General Store Keepers; and to undertake all kinds of Agency business in connection with any of the above objects.



- (C) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (D) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (E) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices or watercourses and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
- (F) 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, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to 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 and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (G) To acquire and 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 this 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 limiting competition, or for mutual assistance with 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, 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.

- 5
- (H) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (I) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
 - (J) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms or companies.
 - (K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien, upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
 - (L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
 - (M) To apply for, promote, and obtain any Act of Parliament, Provisional Order or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
 - (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (P) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (Q) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (R) 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, Debentures, Debenture Stock or securities of this Company.
- (S) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its 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 to 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, and to the wives, widows, children and other relatives and dependents of such persons; to make payments 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.
- (T) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this 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.

(U) 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.

(V) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.

(W) To procure the Company to be registered or recognised in any Dominion or Dependency and in any Foreign Country or Place.

(X) 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 expressly declared that each Sub-Clause of this Clause 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 £2,000, divided into 2,000 Shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	No. of Shares taken by each Subscriber.
<i>John Greenland.</i> <i>52, Fawcett Rd.</i> <i>Gt. Barr. Bham. 22A.</i> <i>Instrument Maker.</i>	<i>One.</i>
<i>John Philip Jones.</i> <i>23 Donegal Road.</i> <i>St. Kathy</i> <i>Sutton Coldfield</i> <i>Instrument Maker</i>	<i>One.</i>
TOTAL SHARES TAKEN.	<i>Two.</i>

Dated this *26th* day of *October* 19*59*

Witness to the above Signatures :- *S.C.W. Cox*

S.C.W. Cox
Chartered Accountant,
61, Cape Hill,
Smithwick, 40.



641974 4



The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

JONES & CROSSLAND LIMITED.

PRELIMINARY.

1. The regulations contained in Part I 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, 75 and 77 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I 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 (but not Clause 1) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

3. The original Share Capital of the Company is £2,000 divided into 2,000 Shares of £1 each.
4. The Shares 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.
5. The lien conferred by Clause 11 in Part I 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.

6. 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.

7. Clause 54 in Part I 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."

VOTES OF MEMBERS.

8. If at any General Meeting a poll is duly demanded on a resolution to remove a Permanent Director from office, such Permanent Director shall on the poll being taken be entitled to ten votes for each Share of which he is the holder; and Clause 62 in Part I of Table A shall be modified accordingly. Any motion for the removal of two or more Permanent Directors from office shall be submitted to the Meeting as a separate resolution in respect of each of such Directors.

DIRECTORS.

9. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

10. The following persons shall be the first Directors of the Company :

John Philip Jones and
John Crossland.

They shall be Permanent Directors of the Company, and subject to the provisions of Clause 88 in Part I of Table A each of them shall be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.

11. The qualification of every Director shall be the holding of Shares of the Company to the nominal value of not less than Five Pounds. A Director may act before acquiring his qualification, but he shall acquire his qualification within two calendar months of being appointed a Director.

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

13. 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 I of Table A shall be modified accordingly.

WINDING UP.

14. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts 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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

John Crowland.
52, Foulmire Rd.
Gt. Bury.
Bham. 22A.
Instrument Maker.

John Philip Jones
23 Donegal Road
Stratly
Sutton Coldfield
Instrument Maker

Dated this 26th day of October 1959

Witness to the above Signatures:-

W. W. Cox
Chartered Accountant,
61, Cape Hill,
Smethwick 40.

No. C. 173

DUPLICATE FOR THE FILE

No. 641974



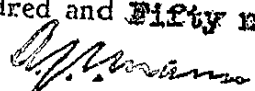
Certificate of Incorporation

I Hereby Certify, that

JONES & GROSSLAND LIMITED

is this day Incorporated under the Companies Act, 1948, and that the
Company is Limited.

Given under my hand at London this **Thirteenth** day of
November One Thousand Nine Hundred and **Fifty nine**.


ASSISTANT Registrar of Companies.

Certificate
received by }



Date.

Number 641974

The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-and-

ARTICLES OF ASSOCIATION

(as amended and adopted respectively by
Special Resolutions passed 12th March 1987)

-of-

JONES & CROSSLAND LIMITED

Incorporated the 13th day of November 1959

Edge & Ellison, Hatwell
Pritchett & Co.,
Rutland House,
148 Edmund Street,
Birmingham,
B3 2JR.



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
(Amended by Special Resolution dated
12th March 1987)

-of-

JONES & CROSSLAND LIMITED

1. The name of the Company is JONES & CROSSLAND LIMITED
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (A) To carry on, the businesses of manufacturers, repairers, hirers and letters-on-hire of, dealers in, and agents for the sale of wireless and television sets, gramophone records, gramophones, accessories and apparatus, sound recording and sound reproducing machines and instruments and musical instruments and players of all kinds, and of and in any components, accessories, sheet music, librettos and publications required or used in or in connection therewith, artificial lighting apparatus, electrical fittings, appliances, apparatus and accessories, scientific and optical equipment, electronic devices and accessories and in all kinds of ancillary things or matters in the manufacture and sale of wireless, television, musical sound producing and sound recording instruments and appliances, and of and in perambulators, baby carriages, bicycles of all descriptions, and all accessories and components and spare parts thereof, refrigerators and cold storage machines, apparatus and equipment, vacuum cleaners, cleaning and sweeping tools, furniture and furnishings of all kinds, ironmongery, hardware, cameras, photographic apparatus and requisites, toys, games, sports goods, jewellery, antiques and fancy goods, wireless, television, musical recording, gramophone, electrical, aeronautical, motor, marine and general engineers, electrical installation contractors, music publishers, ironmongers, hardware dealers, proprietors of garages and service stations, carriers, house, shop and office furnishers and furniture and general store keepers; and to undertake all kinds of agency business in connection with any of the above objects.
 - (B) To acquire and take over any businesses or undertakings carried on upon, or in connection with any land or building which the Company may have acquired or desire or propose to acquire as aforesaid, or to become interested in or carry on or dispose of, remove or put an end to the same or otherwise deal with the same as may seem expedient

- (C) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or assets
- (D) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company
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- (F) 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, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to 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 and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire
- (G) To acquire and 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 this 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 limiting competition, 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, 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
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- (I) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined
- (J) To lend and advance money or give credit to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking property, and assets, present and future, and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premiums) of, and the dividends or interest on any debenture stock, shares, or other securities of any company, firm or person, and in particular (but without limiting 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 a subsidiary as defined by the said Section of the Company or the Company's holding company or otherwise associated with the Company in business
- (K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake
- (L) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (M) To apply for, promote, and obtain any Act of Parliament, provisional Order, or Licence of the Board of Trade, or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests
- (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm, or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions
- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any

business capable of being carried on so as directly or indirectly to benefit this Company

- (P) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others
- (Q) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (R) 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, Debentures, Debenture Stock, or securities of this Company
- (S) To support and subscribe to any charitable or public objects, and any institution, society, or club which may be for the benefit of the Company or its employees or any such other company or person as hereinafter mentioned, 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 to any persons who are or have been Directors or Officers 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 is allied to or associated in business with the Company or with any such subsidiary company or any business acquired by the Company, and to the wives, widows, children, and other relatives and dependants 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 dependants
- (T) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this 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
- (U) 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
- (V) To distribute among the Members of the Company in kind any property of the Company and in particular any shares, debentures, or securities of any other company belonging to this Company or of which this Company may have the power of disposing

- (W) To procure the Company to be registered or recognised in any part of the world
- (X) 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 expressly declared that each sub-clause of this Clause 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 £2,000 divided into 2000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
JOHN CROSSLAND 52 Fowlmere Road, Great Barr, Birmingham Instrument Maker	ONE
JOHN PHILIP JONES 23 Donegal Road, Streetly, Sutton Coldfield Instrument Maker	ONE

DATED this 26th day of October 1959

WITNESS to the above signatures:-

S.C.W. COX
61 Cape Hill,
Smethwick,
Birmingham

Chartered Accountant

Margaret Jones

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

(as adopted by Special Resolution dated
12th March 1987)

-of-

JONES & CROSSLAND LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A - F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied by or are consistent with these Articles. Regulations 8, 50, 73 to 76 inclusive, 79, 80, 97 and 118 of Table A shall not apply to the Company but in lieu thereof and in addition to the remaining Regulations of Table A, the following shall be the Regulations of the Company.
2. Any reference to "the Companies Acts" means any statutes from time to time in force concerning companies as the same apply to the Company.
3. 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 number of shares offered, and limiting a period (not being 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. 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 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. Subject to this clause 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 of the Company at the date of the Resolution adopting these Articles at any time or times during the period

of five years from the date of such Resolution. In accordance with Section 91 of the Companies Act 1985 Sections 89(1) and 90 sub-sections (1) to (6) inclusive shall be excluded from applying to the Company.

GENERAL MEETINGS

4. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Companies Act 1985 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.

5. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week, or to such time and place as the Directors may determine. If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, those members present shall constitute a quorum.

DIRECTORS

7. A Director shall not be required to hold any Share Qualification.

8. 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 Regulation 94 of Table A shall be modified accordingly.

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

10. Regulation 77 of Table A shall be read and construed as if the words "..... (other than a director retiring by rotation at the meeting)" were omitted therefrom.

11. Regulation 78 of Table A shall be construed as if the words after "..... or as an additional Director" were omitted.

PROCEEDINGS OF DIRECTORS

12. Regulation 88 of Table A shall be read and construed as if the words "in the case of an equality of votes, the Chairman shall have a second or casting vote." were omitted.

13. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member, shall be a quorum.

14. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the directors may determine. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, those directors or their alternates present shall constitute a quorum.

15. Regulation 90 of Table A shall be read and construed as if the words "for the purpose of filling vacancies or" were deleted therefrom.

INDEMNITY

16. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitting or in connection with any application under Sections 144, 145 and 727 of the Companies Act 1985 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 insofar as its provisions are not avoided by Section 310 of the Act.

TRANSFER OF SHARES

17. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 23 of Table A shall be modified accordingly.

18. Save in the circumstances set out in Article 19 the directors shall decline to register any transfer of any share, whether or not it is a fully paid share.

19. (a) 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.

(i) of a share on which the Company has a lien;

(ii) of a share (not being a fully paid share) to a person of whom they shall not approve;

(iii) of a share (whether or not it is fully paid) made pursuant to paragraph (g) below.

(b) Any person (hereinafter called "the proposing Transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the Transfer Notice") to the Company that he desires to transfer the same and 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 (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the Directors.

(c) 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 (hereinafter called "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, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of fourteen days after, the date on which notice of the fair value certified in accordance with that paragraph 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. 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. 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.

(d) 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 (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents 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. 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. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the

Company shall by notice in writing inform all Members 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. For the purpose of this Article the fair value of each share comprised in the Transfer Notice shall be the sum certified as aforesaid divided by the number of shares comprised in the Transfer Notice.

(e) If purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in paragraph (c) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "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.

(f) 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 Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate bank account.

(g) If the Company shall not give a Sale Notice to the proposing transferor within the time specified in paragraph (e) above, he shall, during the period of thirty days next following expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the Transfer Notice to any person or persons.

(i) 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;

(ii) if a person so becoming entitled shall not have given a Transfer Notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such thirty days be deemed to have given a Transfer Notice pursuant to paragraph (b) of this Article relating to those shares in respect of which he has still not done so;

(iii) where a Transfer Notice is given or deemed to be given under this paragraph (h) 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 in accordance with paragraph (d) of this Article as the fair value thereof.

(i) In the event of an offer by a prospective transferee to purchase the entire issued share capital of the Company at a price in excess of the fair value on the date of such offer as

certified by the Auditors at the request of any shareholder, any shareholder shall be entitled to serve a notice requiring the other shareholders to accept the offer. On service of such notice all shareholders shall be deemed to have given a sale notice in respect of his entire shareholding in accordance with the provisions of paragraph (b) and the remaining paragraphs of this Article shall apply with the exception the price shall be deemed to be the price offered by the prospective transferee and paragraph (d) shall not apply to any transaction initiated under this paragraph.

MATTERS REQUIRING A UNANIMOUS VOTE
OF ALL SHAREHOLDERS OF THE COMPANY

20. In addition to any other authority required in law the following matters all require to be authorised by the holders of all of the issued shares in general meeting or in writing to the intent that this Article shall be a special right of the shareholders.

(a) The sale, lease, transfer or other disposition in any financial year of the Company of :-

(i) the whole or any significant part of the undertaking of the Company;

(ii) the sale or other disposal of a subsidiary of the Company; or

(iii) of the undertaking of a subsidiary of the Company the net assets of which represent more than £50,000.00.

(b) Any action is commenced to wind-up or dissolve the Company or any subsidiary of the Company.

(c) Any variation in the authorised or issued share or loan capital or the creation or the granting of any options or other rights to subscribe for shares or to convert into shares in the capital of the Company or any subsidiary of the Company.

(d) Each item of capital expenditure by the Company in excess of £50,000.00.

(e) Any material change in the nature of the business of the Company and its principal subsidiaries stated as a whole.

(f) The creation of any one or more mortgages, charges or incumbrances on any asset of the Company or its subsidiaries to secure an amount or amounts aggregating in any one financial year of the Company, in excess of £25,000.00., or the giving by the Company or any of its subsidiaries of any guarantee for such an amount or amounts;

(g) The entry into any variation of any shareholder related contract or any variation of the remuneration or other benefits payable thereunder;

(h) The making by the Company or any of its subsidiaries of any contract outside the ordinary course of their respective businesses or otherwise than at arms length.

(i) Any alteration to the Memorandum or Articles of Association of the Company or any of its subsidiaries.

(j) Entering into by the Company or any of its subsidiaries of any lease, licence, tenancy or other similar obligation where the rental or other payments thereunder exceed £25,000.00 per annum and the entering into by the Company and its subsidiaries of any such commitments whereby the rental or other payments in the aggregate exceed or are likely to exceed £25,000.00., in any year.

(k) The declaration or distribution of any dividend or other payment out of the distributable profits of the Company.

(l) The incorporation of a new subsidiary or the purchase of any shares in any Company.

Margaret Jones.

The Companies Act 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

-of-

JONES & CROSSLAND LIMITED

(Passed 12th March 1987)

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the Company duly convened and held at Rutland House, 148 Edmund Street, Birmingham on Tuesday the 12th March 1987 the following RESOLUTIONS were unanimously passed as SPECIAL RESOLUTIONS:-

(1) THAT the provisions of the Memorandum of Association of the Company be amended as follows:-

That the objects of the Company be altered by deleting the whole of Clause 3 of the said Memorandum and by substituting in lieu thereof Clause 3 as set out in a print annexed hereto and for the purposes of identification initialled by the Chairman.

(2) THAT the regulations contained in the printed document submitted to this Meeting and for the purpose of identification subscribed by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.

Chairman

