

No. of }
Company } 1192510 / /

THE COMPANIES ACTS 1948 TO 1967

Declaration of Compliance with the Requirements of the Companies Acts 1948 to 1967, on Application for Registration of a Company.

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

Name of Company { HIGHBURY INDUSTRIAL SERVICES

 Limited. *

*Delete "Limited" if not applicable.

Presented by WILLEY HARGRAVE & CO.
The Outer Temple, 222/225 Strand,
London, W.C.2.

Presentors reference 18937/90

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
 LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
 Holywell House, Worship Street, London, EC2A 2EN



I CYRIL PETER GROBEL

of The Outer Temple, 222-225 Strand, London, W.C.2.

(a) "A Solicitor of
the Supreme Court (or
"in Scotland a Solicitor)
"engaged in the forma-
"tion."

or
"A Person named in
"the Articles of Asso-
"ciation as a Director
"or Secretary."

Do solemnly and sincerely declare that I am ^(a) a Solicitor of the
Supreme Court engaged in the formation

of HIGHBURY INDUSTRIAL 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 The Outer Temple
Strand W.C.2
London

the 14th day of November
one thousand nine hundred and Sixty-four

Before me, Robert W. Thornton

* Delete as
necessary.

S. J. J. J.
*A Commissioner for Oaths.
Notary Public.
Justice of the Peace.

Ann. C. J. J.

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY COMPANIES

£ 59-00

19-11-71

£ 50

MEMORANDUM OF ASSOCIATION
OF
Highbury Industrial Services Limited

1192510/3

1. The Name of the Company is " Highbury Industrial 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) (i) To carry on the businesses of proprietors and operators of employment, duplicating and printing agencies, and to provide an agency for the purpose of seeking business and trade appointments for permanent or temporary shorthand typists, typists, book-keepers, general clerical staff or executive or industrial staff and others, printers, duplicators, lithographers, photographers, publishers, stationers, to perform all duties of a secretarial nature, including typing, shorthand, duplicating, translating, instructing and advising on all matters appertaining thereto, travel agents, organisers and providers of holidays, tours, trips and excursions, passenger and transport agents and contractors, to secure and operate agencies for all office equipment and supplies, to carry on a school or provide training in all branches of secretarial work; and to carry on the businesses of marketing consultants and advisers and consultants in efficiency technique, business, office and works management marketing, sales promotion and product design in relation to all types of commercial and manufacturing undertakings and technical, economic and financial matters affecting industry and commerce, office system specialists, business transfer agents, publicity consultants, agents and contractors; to undertake or arrange for the training of and instruction of staff and personnel in business of all kinds; to act as business managers and representatives, arbitrators, trustees and sureties and commission agents, general merchants, agents and traders.

- (ii) To carry on all or any of the businesses of industrial, commercial, house and general cleaners, contractors for the cleaning maintenance and decorators of premises, property, motor vehicles and plant and machinery of every description, painters and decorators building contractors, haulage and transport contractors, warehousemen, general merchants agents and traders.
- (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.
- (C) To purchase or by any other means acquire any 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, 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.
- (D) To erect, 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.
- (E) To purchase or otherwise acquire, take over, and undertake the whole or any part of the business 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.

- (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, licences, trade marks, designs, protections, and concessions, 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 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.
- (H) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and to give guarantees or become security for any such persons, firms, or companies.
- (I) 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, 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.
- (J) 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.
- (K) 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.
- (L) 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 any 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.

- (M) To enter into any arrangements with any Governments or Authorities 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, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (N) 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.
- (O) To subscribe for, 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 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.
- (Q) 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 for the benefit of any of such persons and of their wives, widows, children, and other relatives and dependents.
- (R) 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.

- (S) 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.
- (T) 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.
- (U) 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 other Securities of this Company.
- (V) To procure the Company to be registered or recognised in any part of the world.
- (W) 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 £100, divided into One hundred Shares of £1. each.

WE, the persons whose names and addresses are hereunto 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 (In words)
<i>T. J. Grobel</i> THOMAS JOSEPH CHRISTIAN GROBEL, 21 Holly Park, Finchley, N.3. Legal Executive	One
<i>RB Gardiner</i> ROBERT EDWARD BARING GARDINER Lucks Green Cottage, Cranleigh, Surrey Legal Executive	One

DATED this *14th* day of *November*, 1974

WITNESS to the above Signatures:-

Cyril Peter Grobel
CYRIL PETER GROBEL

The Outer Temple,
222-225 Strand,
London, W.C.2.

Solicitor

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

HIGHBURY INDUSTRIAL SERVICES LIMITED

TABLE "A"

1. The regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called "the Act") except where the same are excepted or varied by or inconsistent with these Articles of Association, shall apply to the Company. Unless otherwise indicated, any reference in these Articles of Association to a clause of Table A shall be construed as a reference to the clause of that number contained in Part I of Table A in the First Schedule to the Act.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with the same.

SHARE CAPITAL

3. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1. each.

4. Subject to any direction to the contrary which may be given by the Company in General Meeting, all shares in the capital of the Company for the time being unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, for such consideration and upon such terms and conditions as they may determine, and in particular the Directors may grant to any person the option to take up any shares for such period and on such terms and conditions as the Directors may think fit, but so that no share shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

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

CALLS ON SHARES

6. In the first sentence of Clause 15 of Table A the words "except in so far as may be otherwise agreed between the Company and any Member in the case of any shares held by him" shall be inserted immediately after the words "provided that".

TRANSFER OF SHARES

7. (a) A holder of Shares of the Company (herein referred to as "the retiring member") desiring to transfer any of the Shares (herein referred to as "the Shares") shall give notice in writing to the Company (herein referred to as "the sale notice") constituting the Company his agent for the purpose of a sale of Shares. The Directors shall offer the Shares to the holders for the time being of the Shares of the Company in proportion (as nearly as maybe) to the existing Shares of the Company held by them. The price at which the Shares shall be offered shall be agreed between the retiring member and the Directors or, failing agreement, shall be the price to be fixed by the Auditors of the Company as being the fair value of the Shares (no discount shall be made to take account of the fact that the Shares constitute a minority holding if such be the case).

(b) A purchasing member or members found by the Directors within twenty-eight days of the offer price of the Shares having been so determined shall be bound to complete the purchase within fourteen days. The Directors shall within thirty days after the offer price of the Shares has been so determined notify the retiring member of the number of the Shares, if any, for which they have found a purchasing member or members, and the retiring member shall be bound, on payment of the purchase price determined as aforesaid, to transfer the Shares to the purchasing member or members. If the retiring member fails to carry out the sale of any Shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the purchasing member and may give a good receipt for the purchase price of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate of the Shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any Shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate. If within thirty days of the offer price of the Shares having been determined as aforesaid the Directors shall not notify the retiring member that they have found a purchasing member or members in respect of all the Shares, the retiring member shall be entitled at any time within three months thereafter to sell so many of the Shares as have not been sold under the foregoing provisions to any person at any price not being less than the offer price determined as aforesaid, subject to the right of the Directors in their absolute discretion and without being liable to assign any reason therefor to decline to register any transfer.

(c) No interest in any Shares shall be disposed of or created by any means without a transfer of the number of shares concerned being presented for registration.

(d) On the death, bankruptcy or becoming of unsound mind or (in the case of an employee of the Company) on the termination for any cause of his employment with the Company of any holder of the Shares of the Company he or his executors, administrators or successors as the case may be, shall be deemed to have given to the Company a sale notice in respect of all the Shares of the Company then held by him which shall be offered to the holders of Shares of the Company in accordance with the provisions of paragraph (b) of this Article and the provisions of that paragraph shall (mutatis mutandis) apply.

(e) Save for a transfer pursuant to the above provisions Clause 3, of Part II of Table A shall apply.

PROXIES

8. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a Member.

PROCEEDINGS AT GENERAL MEETINGS

9. Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting at which such resolution was to be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys and, in the case of a body corporate which is a Member, signature shall be sufficient if made by a director of that body corporate or by its duly appointed attorney. Clause 5 of Part II shall not apply.

DIRECTORS

10. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be not more than ten in number. The name of the first Directors shall be determined in writing by the subscribers to the Memorandum of Association. Clause 75 of Table A shall not apply.

11. Every Director shall have the power to appoint (1) any other Director or (2) any person approved for that purpose by a resolution of the Directors, to act as alternate Director during his absence and at his discretion to remove such alternate Director. On such appointment being made the alternate Director, except as regards remuneration and the power to appoint an alternate, shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company. Every alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for every Director for whom he acts as alternate.

12. Any appointment of an alternate Director shall be effected by an instrument in writing signed by the appointor and sent to or delivered at the registered office of the Company.

13. If any Director shall be called upon to perform extra services or make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Directors may arrange with such Director for such extra remuneration for such services or exertions, either by way of salary, commission or the payment of a lump sum of money or otherwise as they shall think fit.

BORROWING POWERS

14. The Directors may exercise all the powers of the Company to borrow and raise money, and to mortgage and charge its undertaking, property and uncalled capital, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Clause 79 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

15. A Director who pursuant to Clause 84 (1) of Table A has declared at a meeting of the Directors the nature of his interest in a contract or proposed contract with the Company shall be entitled to vote in respect of that contract or proposed contract, and if he shall do so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors at which the vote is taken. Paragraphs (2) and (4) of Clause 84 of Table A shall not apply.

PENSIONS AND ALLOWANCES

16. The Directors may grant retirement pensions or annuities or other allowances, including allowances on death, to any person, or to the widow or dependants of any person, in respect of services rendered by him to the Company as Managing Director or Assistant Managing Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such pensions annuities and allowances in the terms of engagement of any such person. Clause 87 of Table A shall not apply.

APPOINTMENT AND REMOVAL OF DIRECTORS

17. Any person may be appointed to be a Director, either to fill a casual vacancy in the number of the Directors or as an additional Director, either by a memorandum in writing signed by the holder or holders for the time being of a majority of the Ordinary Shares at any time and from time to time and sent to or left at the registered office of the Company, or by a resolution of the Company in General Meeting.

18. Without prejudice to Article 17, any casual vacancy in the number of the Directors may be filled by the Directors and the Directors may at any time and from time to time appoint any person as an additional Director.

19. The office of a Director shall be vacated in any of the events following namely :-

- (a) subject to Article 25 (b), if he resigns his office by writing under his hand sent to or left at the registered office of the Company;
- (b) if he be found or become of unsound mind or become bankrupt or compound with his creditors;
- (c) if he be prohibited from being a Director by reason of any order made under Section 188 of the Act; or
- (d) if he cease to be a Director by virtue of Sections 184 or 185 of the Act.

20. Subject to Article 19, the Directors (howsoever appointed) shall remain in office until removed by a memorandum in writing signed by the holder or holders for the time being of a majority of the Ordinary Shares and sent to or left at the registered office of the Company, or by resolution of the Company in General Meeting.

21. Clauses 88 to 93 (inclusive) and Clauses 95 to 97 (inclusive) of Table A shall not apply, and Clause 94 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

22. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form signed by one or more of the Directors. Clause 106 of Table A shall not apply.

23. A Director present at any meeting of the Directors or of a Committee of the Directors need not sign his name in a book kept for that purpose and Clause 86 of Table A shall be modified accordingly.

24. A Director, notwithstanding that he does not hold any shares in the capital of the Company, shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the capital of the Company and Clause 134 of Table A shall be modified accordingly.

MANAGING DIRECTOR

25. (a) The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company, including the office of Chairman or Deputy Chairman or Managing Director or Joint Managing Director or Deputy or Assistant Managing Director as the Directors may decide for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be automatically determined if a Director so appointed shall cease from any cause to be a Director but without prejudice to any claim

he may have for damages for breach of any contract of service between him and the Company. Clause 107 of Table A shall not apply.

- (b) A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company.

NOTICES

26. The following Clauses of Table A shall apply as modified by this Article :-

- (a) the last sentence of Clause 98 shall be deemed to be deleted;
- (b) in Clause 131 there shall be deemed to be deleted the words "or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him"; and
- (c) in Clause 134 thereof there shall be deemed to be deleted all words in paragraph (a) thereof other than the words "every member".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

T.J. Grobel
THOMAS JOSEPH CHRISTIAN GROBEL,
21 Holly Park,
Finchley, N.3.

Legal Executive

R.B. Gardiner
ROBERT EDWARD BARING GARDINER
Lucks Green Cottage
Cranleigh,
Surrey

Legal Executive

DATED this *14th* day of *November* 1974

WITNESS to the above Signatures:-

Cyril Peter Grobel
CYRIL PETER GROBEL,

The Outer Temple,

222-225 Strand,

London W.C.2.

Solicitor



CERTIFICATE OF INCORPORATION

No. 1192510

I hereby certify that

HIGHBURY INDUSTRIAL 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 3rd December 1974

A handwritten signature in cursive script, appearing to read 'N Taylor'.

N. TAYLOR

Assistant Registrar of Companies