

FILE COPY



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

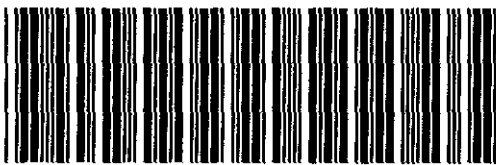
Company No. 4215493

The Registrar of Companies for England and Wales hereby certifies that

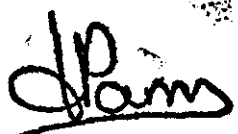
SCHOOL WORKS LIMITED

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

Given at Leeds, the 11th May 2001



\*N04215493F\*

  
MRS. L. PARRY

For The Registrar Of Companies



C O M P A N I E S H O U S E

Package: 'Laserform'  
by Laserform International Ltd.

# 12

Please complete in typescript,  
or in bold black capitals.

CHFP025

## Declaration on application for registration

Company Name in full

SCHOOL WORKS LIMITED

I, HARTLEY OWEN BRIGG

of 1 PARK ROW, LEEDS, LS1 5AB

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~ <sup>SPS</sup> person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985) † and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

LEEDS WEST YORKSHIRE

Day Month Year

On

11 05 2001

① Please print name.

before me ①

TPSYH

Signed

SPS

Date

11.5.01

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Pinsent Curtis Biddle

1 Park Row

LEEDS

LS1 5AB

HOB/5960333

Tel 0113 244 5000

DX number DX: 26440

DX exchange Leeds 28

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**



HLE  
COMPANIES HOUSE  
11/05/01  
Laserform International 12/99

**Package:** 'Laserform'  
by Laserform International Ltd.

# 10

*Please complete in typescript,  
or in bold black capitals.*

**CHFP025**

Notes on completion appear on final page

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

### Company Name in full

SCHOOL WORKS LIMITED

### Proposed Registered Office

THE MEZZANINE-SOUTH

(PO Box numbers only, are not acceptable)

ELIZABETH HOUSE, 39 YORK ROAD

Post town LONDON

County / Region

Postcode SE1 7NQ

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

Pinsent Curtis Biddle

1 Park Row

LEEDS

LS1 5AB

HOB/5960330

Tel 0113 244 5000

DX number DX: 26440 DX exchange Leeds 28

When you have completed and signed the form please send it to the  
Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 235 Edinburgh**



HLE  
COMPANIES HOUSE

0186  
11/05/01

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

Company name SCHOOL WORKS LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

PINSENT CURTIS COMPANY SERVICES LIMITED

Previous forename(s)

Previous surname(s)

**Address**

1 PARK ROW

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

LEEDS

County / Region

Postcode

LS1 5AB

Country

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

**Consent signature**PINSENT CURTIS BIDDLE COMPANY  
SERVICES LIMITED

Date

11/5/01

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

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

PINSENT CURTIS DIRECTOR LIMITED

Previous forename(s)

Previous surname(s)

**Address**

1 PARK ROW

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

LEEDS

County / Region

Postcode

LS1 5AB

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

**Consent signature**PINSENT CURTIS BIDDLE  
DIRECTOR LIMITED

Date

11/5/01

**Directors**

(continued)

(see notes 1-5)

**NAME** \*Style / Title

\*Honours etc

Forename(s)

\* Voluntary details

Surname

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

**Date of birth****Nationality****Business occupation****Other directorships**

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

**Consent signature****Date****This section must be signed by***Either***an agent on behalf  
of all subscribers****Signed****Date****Or the subscribers****Signed****Date***( i.e those who signed  
as members on the  
memorandum of  
association).***Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

For &amp; on behalf of

**PINSENT CURTIS BIDDLE  
DIRECTOR LIMITED**

Director/Secretary

11/5/01

Company No

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY

GUARANTEE AND NOT HAVING A SHARE CAPITAL

---

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

SCHOOL WORKS LIMITED

---

Incorporated on [ ]

Company No.

**THE COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**



**MEMORANDUM OF ASSOCIATION**

of

**SCHOOL WORKS LIMITED**

1. The name of the Company is " **SCHOOL WORKS LIMITED**"
2. The Registered Office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
  - 3.1 To contribute to the quality and provision of education by improving and developing the design and usage of school buildings and premises, and in particular (but without prejudice to the generality of these objects):-
    - 3.1.1 To undertake and take part in training and educational activities;
    - 3.1.2 To redesign, redevelop and reconstruct premises which are used or which may be used for educational activities;
    - 3.1.3 To disseminate and publish material on any subject related to education and design;
    - 3.1.4 To undertake consultancy work and act as advisers for clients in the public and private sectors on any subject related to the objects.
  - 3.2 To supply services of all kinds and to carry on any activity normally undertaken by an organisation with these or similar objects.
  - 3.3 To do all such things as shall seem to be in the best interests of the Company, its members, its subscribers or other users of the Company's services or calculated directly or indirectly to enhance the value of or make more effective any of the property of the Company or its clients.
  - 3.4 To rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient.



- 3.5 To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- 3.6 To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
- 3.7 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.
- 3.8 To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- 3.9 To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.
- 3.10 To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- 3.11 To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- 3.12 To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- 3.13 To lend and advance money or give credit to any person, firm or company and, whether or not the Company receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- 3.14 To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying



on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company.

- 3.15 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same.
- 3.16 To apply for, promote, and obtain any Act of Parliament, or other licence, permission or 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; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them.
- 3.17 To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- 3.19 To remunerate any person, firm or company rendering services to the Company, whether by cash payment or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company or the relations, connections or dependants of any such persons; and to establish or support Companies, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.
- 3.20 To pay all or any expenses incurred in connection with the formation, promotion 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 debentures, debenture stock or securities of the Company.
- 3.21 To procure the registration of the Company in or under the laws of any territory or jurisdiction.
- 3.22 To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members or subscribers.
- 3.23 To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.
- 3.24 To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as

the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation.

- 3.25 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and 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 income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company **PROVIDED THAT** nothing shall prevent the Company from making payment in good faith at a reasonable and proper rate to any member, officer or servant of the Company in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other body or bodies, *having objects similar to the Objects, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.*

We, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this memorandum.

---

**NAME AND ADDRESS OF SUBSCRIBER**

---

**PINSENT CURTIS BIDDLE DIRECTOR LIMITED**

1 Park Row  
Leeds LS1 5AB

Corporate Subscriber

by..........Director

---

Dated the 11/5/2001

Witness to the above signature:

 - ANNE PARKER.

1 Park Row  
Leeds, LS1 5AB

**THE COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**SCHOOL WORKS LIMITED**

**INTERPRETATION**

1. In these articles:-

<b>"the Act"</b>	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
<b>"the Articles"</b>	means the Articles of Association of the Company from time to time in force
<b>"clear days"</b>	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
<b>"the Company"</b>	means the company intended to be regulated by these articles
<b>"Director"</b>	means a member of the Board of Directors who shall be the directors of the Company for the purposes of the Act
<b>"executed"</b>	includes any mode of execution
<b>"the Memorandum"</b>	means the memorandum of association of the Company from time to time in force
<b>"Office"</b>	means the registered office of the Company
<b>"the Seal"</b>	means the common seal of the Company if it has one
<b>"Secretary"</b>	means the Secretary of the Company or any other person appointed to perform the duties of

the secretary of the Company, including a joint, assistant or deputy secretary

**"Table A"**

means the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985.

**"the United Kingdom"**

means Great Britain and Northern Ireland.

1.1 Unless the context otherwise requires, words importing:-

the masculine gender only shall include the feminine gender;

the singular only shall include the plural number and vice versa;

persons shall include corporations.

1.2 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

**MEMBERS**

2. All Directors are automatically admitted as Members and no person who is not a Director may be a Member.
3. A person ceasing to be a Director automatically ceases to be a Member.

**GENERAL MEETINGS**

4. Regulations 36-53 of Table A shall regulate the holding and proceedings of general meetings of the Company. If and so long as, the Company has only one member the quorum for a General Meeting shall be one. Regulation 40 of Table A shall be modified accordingly.
5. Every member shall have one vote. Votes may be cast personally or by proxy. Regulations 62 and 63 of Table A shall regulate the appointment of proxies.

**DIRECTORS**

6. The number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two. Regulations 65-69 of Table A shall regulate the appointment and removal of Alternate Directors.

**POWERS OF THE DIRECTORS**

7. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
8. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

## **DELEGATION OF DIRECTORS' POWERS**

9. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

## **APPOINTMENT AND REMOVAL OF DIRECTORS**

10. Without prejudice to the powers of the Company under Section 303 of the Act to remove a director by Ordinary Resolution, the member or members for the time being holding more than one half of the voting rights of the Company shall have the power from time to time and at any time to appoint any person or persons as a director or directors either as additional directors or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the members making the change or in the case of a member which is a company signed on its behalf by one of its directors and shall take effect upon lodgment at the registered office of the Company.

The office of a director shall also be vacated in the circumstances as described by Regulation 81 of Table A.

## **DIRECTORS' REMUNERATION**

11. The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

## **DIRECTORS' EXPENSES**

12. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings of members or meetings of subscribers of the Company or otherwise in connection with the discharge of their duties.

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

13. Subject to the provisions of the Act the directors may appoint one or more of their number to any executive office under the Company. Subject to Article 11 above, any such appointment may be made upon such terms as the directors determine. Any appointment of a director to an executive office shall terminate if he ceases to be a director.
- 14.1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-
- 14.1.1 may be a party to, or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 14.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

14.1.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

14.2 For the purposes of this article:-

14.2.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

14.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

14.3 Subject to the provisions of Section 317 of the Act, a director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom 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.

#### **PROCEEDINGS OF DIRECTORS**

15. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. Unless otherwise restricted by the articles all or any of the directors or *members of a committee of the directors may participate in and vote at a meeting of the directors or such committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other and such participation shall constitute presence in person at the meeting.*

16. The quorum for the transaction of the business of the directors shall be two. In other respects the proceedings of the directors shall be regulated by Regulations 88-98 of Table A.

#### **SECRETARY**

17. Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

#### **MINUTES**

18. The directors shall cause minutes to be made in books kept for the purpose:-

18.1 of all appointments of officers made by the directors; and

18.2 of all proceedings at meetings of the Company and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

#### **THE SEAL**

19. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to

which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by a second director.

### **NOTICES**

20. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
21. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by such electronic means of delivery as are considered expedient.
22. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

### **WINDING-UP**

23. The provisions contained in Clause 7 of the Memorandum of Association apply in a winding-up.

### **INDEMNITY**

24. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.



---

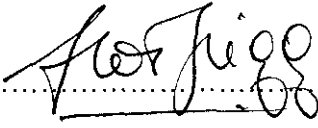
NAME AND ADDRESS OF SUBSCRIBER

---

PINSENT CURTIS BIDDLE DIRECTOR LIMITED

1 Park Row  
Leeds, LS1 5AB

Corporate Subscriber

by .....  ..... Director

---

Dated the

11/5/01

Witness to the above signature:-

 - ANNE PARKER

1 Park Row  
Leeds, LS1 5AB