

COMPANY NUMBER 924462

82.

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

MEMORANDUM & ARTICLES OF ASSOCIATION OF:

INTERNATIONAL MILITARY SERVICES LIMITED

Incorporated the 11th day of December, 1967



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THE COMPANIES ACTS 1948 TO 1976

I hereby certify that INTERNATIONAL MILITARY SERVICES LIMITED


formerly called MILLBANK TECHNICAL SERVICES LIMITED

which name was changed by special resolution and with the approval of the Secretary
of State was incorporated, under the Companies Acts 1948 to 1967

as a limited company on the 11th December 1967 and that the certificate
of incorporation altered to meet the circumstances of the case was issued on the 30th June 1978

Given under my hand at Cardiff the 2nd March 1979

No. 924462


A. THOMAS
Assistant Registrar of Companies



CERTIFICATE OF INCORPORATION

No. 924462

I hereby certify that

MILLBANK TECHNICAL 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 11th December, 1967.

B. J. D. STYLES,

Assistant Registrar of Companies.

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
INTERNATIONAL MILITARY SERVICES LIMITED

- 1.* The name of the Company is "INTERNATIONAL MILITARY SERVICES LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To carry on business as providers of all kinds of services and assistance in connection with civil, mechanical, electrical and other engineering works, projects, contracts, undertakings and matters of every description, and in connection with technical, industrial, commercial, financial and professional matters and things of all kinds (and whether as principals, managers, agents or otherwise), including (but without limiting the generality of the foregoing) the provision of consultancy and advisory services generally, the preparation of schemes, studies and specifications, the management, supervision and adjudication of tenders, the arrangement and making of all kinds of contracts, the management and supervision of the performance of contracts and the execution of works, the administration of purchasing organisations, purchase contracts and stores, the arrangement of finance, the making of payments and the maintenance and rendering of accounts, the recruitment, training and transportation of staff and the execution of all kinds of commercial, trading, financial and other operations.
 - (2) To transact or carry on all kinds of agency business.
 - (3) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the foregoing.
 - (4) To purchase, take on lease or in exchange or otherwise acquire, sell, improve, manage, develop, lease, mortgage, turn to account, deal in and dispose of lands, buildings and hereditaments, whether freehold or leasehold or of any other tenure, easements, concessions, claims, rights or privileges and real and personal property of every description.

* The name of the Company was on the 30th day of June 1978 changed from "MILLBANK TECHNICAL SERVICES LIMITED".

- (5) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (6) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (7) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with, or to co-operate in any way with or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.
- (8) To carry on any business or branch of a business which the Company is authorised to carry on by means or through the agency or any companies, whether subsidiaries or otherwise, and to enter into any arrangement with any such company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on, including power at any time, and either temporarily or permanently, to close any such branch or business.
- (9) To act as directors or managers of or to appoint directors or managers of any subsidiary or of any other company in which the Company is or may be interested.
- (10) To take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts or agents.
- (11) To promote or concur in the promotion of any company, whether in the United Kingdom or elsewhere, the promotion of which shall be considered desirable.
- (12) To give all descriptions of guarantees and indemnities.
- (13) To borrow and raise money in any manner and on any terms.
- (14) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (15) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (16) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.

- (17) To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments (other than shares in the Company) as may be thought proper, and to hold, sell or otherwise deal with such investments.
- (18) 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.
- (19) To undertake and transact all kinds of trust and agency business.
- (20) To grant pensions or gratuities to any persons (including Directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary or the relations, connections or dependants of any such persons, to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares of the Company.
- (21) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, or for any exhibition.
- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To enter into any arrangements with any government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (24) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (25) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (26) To distribute among the Members of the Company in specie any property of the Company.
- (27) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that (a) the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate or whether domiciled in the United Kingdom or elsewhere, and (b) except where the context expressly so

requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph of this clause, or the objects in such other paragraph specified, or the powers thereby conferred.

4. The liability of the Members is limited. ✓

5. The share capital of the Company is £20,000,000 divided into 20,000,000 shares of £1 each, with power to divide the shares in the capital for the time being, whether original or increased, into several classes, and to attach thereto respectively, any preferential, deferred, qualified or special rights, privileges or conditions. ✓

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
INTERNATIONAL MILITARY SERVICES LIMITED

1. The Company shall be a Private Company within the meaning of the Companies Act, 1948, and, subject as hereinafter provided, the Regulations contained in Part I and Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter respectively referred to as "Table A, Part I" and "Table A, Part II"), shall apply to the Company.

2. The following Regulations of Table A, Part I and Table A, Part II, shall be altered, modified, omitted or replaced in the manner and to the extent set opposite to the same respectively:-

Number of Regulation in Table A, Part I.	Alteration, modification, omission or substitution	Extent of alteration, modification omission or substitution
1	Add	The words "the Board, means the directors or any of them acting as the Board of the Company."
2	Substitute	Article 3.
11	Omit	The words "(not being a fully paid share)" and the words "(other than fully paid shares)".
24	Omit	The whole Regulation.
52	Substitute	The words "the fixing of the remuneration of the directors, the re-appointment of retiring auditors" for the words "and the appointment of".
53	Omit	The whole Regulation.

Number of Regulation in Table A, Part I.	Alteration, modification, omission or substitution	Extent of alteration, modification omission or substitution
58	Substitute	The words "(b) by any member present in person or by proxy" for paragraphs (b), (c) and (d).
75	Substitute	Article 4.
77	Substitute	Article 5.
78	Insert	The words "in General Meeting" after the words "unless the Company".
79	Omit	The whole proviso.
84(2)	Substitute	Article 6.
84(3),(4) and (5)	Renumber	84(2), (3) and (4).
86	Omit	The words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose".
88	Substitute	Article 7.
89	Substitute	Article 8.
90	Omit	The whole Regulation.
94	Omit	The words "and may also determine in what rotation the increased or reduced number is to go out of office".
95	Omit	The words "but shall not be taken into account in determining the directors who are to retire by rotation at such meeting".
96 and 97	Substitute	Article 9 for the whole Regulations.
106	Insert	The sentence "Such resolution may consist of several documents in the like form each signed by one or more of the directors" at the end of the Regulation.
107 to 109 inclusive	Substitute	Article 10.

Number of Regulation in Table A, Part I.	Alteration, modification, omission or substitution	Extent of alteration, modification omission or substitution
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135	Insert	The words "with the like sanction" immediately before the words "determine how such division".
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Number of Regulation in Table A, Part II.	Alteration, modification, omission or substitution	Extent of alteration, modification omission or substitution
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1	Omit	The whole Regulation.
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6	Omit	The whole Regulation.
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3. The shares in the original share capital of the Company and any new shares subsequently created shall be at the disposal of the Directors who may allot or otherwise dispose of them subject to Regulation 2 of Table A, Part II to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount except as provided by Section 57 of the Act.

4. Unless and until otherwise determined by the Company in General Meeting the Directors shall not be less than two nor more than twelve in number. The names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association.

5. A Director shall not be required to hold any share qualification.

6. No Director shall be disqualified by his office from contracting with the Company nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by him from any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relationship thereby established. Subject to such disclosure as is mentioned in Regulation 84(1) of Table A, Part I, a Director may vote in respect of any contract or arrangement in which he is interested and be reckoned for the purposes of constituting a quorum of Directors.

7. The office of Director shall be vacated:-

- (a) if (not being a Managing Director holding office such for a fixed term) he resigns his office as Director by notice in writing left at the registered office of the Company; or
- (b) if he becomes bankrupt or enters into any arrangement with his creditors; or
- (c) if he be absent from meetings of the Directors for six months without leave, expressed by resolution of the Directors, and the Directors resolve that his office be vacated; or
- (d) if he be requested in writing by all his co-Directors to resign; or
- (e) if he is prohibited from being a Director by an order made under any provision of the Act; or
- (f) if he becomes of unsound mind.

8. At the Annual General Meeting of the Company in every year all the Directors for the time being (other than any Managing Director the period of whose appointment extends beyond the date thereof) shall retire from office.

9. The Company may by Extraordinary Resolution or, pursuant and subject to the provisions of Section 184 of the Act, by Ordinary Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution appoint another person in his stead.

10. (a) The Board may from time to time appoint one or more of its body to the office of Managing Director, or to any other office (except that of Auditor) or employment under the Company, for such period and on such terms as it thinks fit, and may also continue any person appointed to be a Director in any other office or employment held by him before he was so appointed. A Director (other than a Managing Director) holding any such other office or employment is herein referred to as "an Executive Director".

(b) A Director appointed to the office of Managing Director shall (subject as provided by Article 8 hereof, and to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases from any cause to be a Director he shall ipso facto cease to be a Managing Director.

(c) An Executive Director's tenure of the office or employment by virtue of his holding whereof he is an Executive Director shall not be determined by reason only of his ceasing for any reason to be a Director, but (subject to the terms of any contract between him and the Company) may be determined at any time by resolution of the Board.

(d) The remuneration of any Managing Director or Executive Director for his services as such shall be determined by the Board and may be of any description, and (without limiting the generality of the foregoing) may include admission to, or continuance of, membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.

(e) The Board may entrust to and confer upon a Managing Director or an Executive Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and, in the case of a Managing Director, either collaterally with or to the exclusion of its own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

11. (a) Any Director may at any time appoint any person approved by the Chairman for the time being of the Board to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him from office. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company, nor be required to hold any share qualification. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Directors whom he represents.

(b) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meetings at which the Directors appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.

(c) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, or if the Chairman for the time being of the Board withdraws his approval of the alternate Director.

(d) All appointments and removals of alternate Directors (other than those under the provisions of paragraph (c) of this Article) shall be effected by notice in writing to the Company under the hand of the Director making or revoking such appointment.