

Number of }
Company }

1200465 / /

Form No. 41

THE COMPANIES ACT, 1948



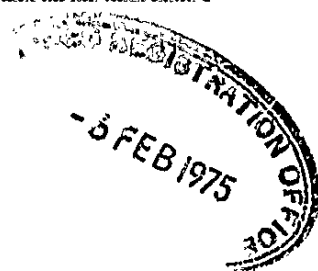
A 5s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

INPROJEX INTERNATIONAL (U.K.)
LIMITED



Presented by

Campbell Hooper & Austin Wright,

15 Jermyn Street,

London, S.W.1.

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, Basil James Jackson

of 15 Jermyn Street, London, S.W.1.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") "engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

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

of
INPROJEX INTERNATIONAL (U.K.) 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 211 Piccadilly
London W.1

the 5th day of February, 1975

~~one thousand nine hundred and sixty~~

Before me,

Brook Lane

FEB-6 1975 8175

• 050.00

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

of

INPROJEX INTERNATIONAL (U.K.) LIMITED

- P*
-
- ✓ 1. The name of the Company is "INPROJEX INTERNATIONAL (U.K.) 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 business of exporting and importing machinery, equipment and commodities of all kinds and, also, all forms of transportation by air, land and sea, and to provide agency, promotional and consultancy services of every description.
 - (ii) To act as agents or managers in carrying on any business concerns and undertakings and to provide the services of all kinds of personnel in connection with such concerns and undertakings.
 - (iii) To carry on the business of importers and exporters and manufacturers of machinery of all kinds and leisure, recreation and amusement centres' equipment and to act as consultants, agents and promoters thereof.
 - (B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or
- M*

the general business of the Company.

- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of

exchange and other negotiable instruments.

- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee

the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects of interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other

company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(V) To do all such other things as are incidental or conducive to the above objects or any of them.

4. ✓ The liability of the members is limited.

5. ✓ The share capital of the Company is £5,000, divided into 5,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
<i>David James Jackson</i> <i>15 Tennyson Street</i> <i>London. SW 1</i>	<i>One</i> ✓
<i>Solicitor</i> ✓ <i>James Austin Hughes</i> <i>15 Tennyson Street</i> <i>London SW 1</i> <i>Solicitor</i> ✓	<i>ONE</i> ✓

Dated the *5th* day of *February* 1975
 Witness to the above Signatures-

JACollins
 1 Bendall House,
 Bell Street, London, N.W. 1.
 Married Woman.

The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

INPROJEX INTERNATIONAL (U.K.) LIMITED

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 3, 5, 24, 53, 71, 75, 79, 88, 95, 96, 97, 106 and 136 of Part I of Table A in the said Schedule and Regulations 1 and 3 of Table A, Part II, shall not apply to the Company.

SHARES.

3. The shares 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, and to the provisions of the next following Article, 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 otherwise determined by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer,

if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

5. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN.

6. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER OF SHARES.

7. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 22 of Table A, Part I, shall be modified accordingly.

TRANSMISSION OF SHARES.

8. The proviso to regulation 32 of Table A, Part I, shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS.

9. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in regulation 58 of Table A, Part I.

DIRECTORS.

10. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than three nor more than seven. The first Directors of the Company shall be appointed in writing by the Subscribers to the Memorandum of Association of the Company.
11. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A, Part I.
12. The power to appoint Directors, whether to fill casual vacancies or as an addition to the Board or otherwise, and the power to remove any Director shall reside exclusively in Inprojex Etablissement de Promotion de Projets Industriels et D'Exportation (hereinafter called "Inprojex Switzerland") of P.O. Box 15705, 1002 Lausanne, Switzerland. Notice of the appointment or removal of a Director shall be given in writing or by cable or by telex to the Company by Inprojex Switzerland and shall take effect as from the date of receipt of such notice by the Company. A Director or Directors so appointed by Inprojex Switzerland, shall hold office until removed by Inprojex Switzerland as above provided, but subject nevertheless to the provisions of Article 14. and subject to the requirements of section 142 of the Act.

BORROWING POWERS.

13. The Directors may exercise all the powers of the Company to borrow money to any extent without limit, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, 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.

DISQUALIFICATION OF DIRECTORS.

14. The office of a Director shall be vacated -
 - (1) If by notice in writing to the Company he resigns the office of Director.
 - (2) If he becomes bankrupt or enters into any arrangement with his creditors.
 - (3) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
 - (4) If he is found to be a patient under the Mental Health Act 1959.
 - (5) If he is removed from office by a resolution duly passed under section 184 of the Act.
 - (6) If he shall be removed by Inprojex Switzerland by notice in writing addressed to the Company or by cable or telex subsequently confirmed in writing signed by a duly authorised officer of Inprojex Switzerland.

ROTATION OF DIRECTORS.

15. The Directors shall not be required to retire by rotation and all references to retirement of Directors by rotation in regulations 93 to 97 inclusive of Table A, Part I, shall be deemed to be deleted.

PROCEEDINGS OF DIRECTORS.

16. In regulation 98 of Table A, Part I, the following words shall be added to the end of this regulation as follows -

"but in such event a copy of the minutes of all meetings of the Board held in the absence of such Director or Directors shall be sent to him or them forthwith by post and, if possible, by telex."
17. A resolution in writing signed by all Directors or assented to by telegram or cablegram or telex by any Director or Directors resident abroad shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
18. A Director may from time to time by notice in

writing to the Company appoint any person approved by his co-Directors to act as an alternate Director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office. An alternate Director so appointed may also be removed from his office by notice in writing to the Company given by the co-Directors of the Director by whom he was appointed. An alternate Director appointed under this Article shall not be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him.

MANAGING DIRECTOR.

19. The power to appoint a Managing Director and the power to remove such officer shall reside exclusively in Inprojex Switzerland. The term of such appointment shall be for such a period and contain such provisions as it shall think fit. Revocation of such appointment shall be subject to the terms of any agreement entered into in any particular case.
20. A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one and partly in the other) as Inprojex Switzerland may determine.
21. Inprojex Switzerland may entrust to and confer upon a Managing Director any of the powers exerciseable by the Directors upon such terms and conditions and with such restriction as it may think fit, and either collaterally with or to the exclusion of the powers of Directors and may from time to time revoke, withdraw, alter or vary all or any of such powers.

WINDING UP.

22. In regulation 135 of Table A, Part I, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories."

NOTICES.

23. Clauses 131, 133 and 134 of Table A shall not apply, and the following shall be substituted therefor-

131. A notice may be given by the Company to any Member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post. In the case of Members resident outside the United Kingdom, service of notice shall be deemed to have been effected two weeks after the date of posting.

133. A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

134. Notice of every General Meeting shall be given in any manner hereinbefore authorised to (A) every Member of the Company, whether resident in the United Kingdom or abroad; (B) every person upon whom the ownership of a share devolves by reason of his being a Legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and (C)

the auditor for the time being of the Company.
No other person shall be entitled to receive
notices of General Meetings.

INDEMNITY.

24. 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 judgement is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act 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 in so far as its provisions are not avoided by section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Basil James Jackson
15 Jermyn Street
London SW1 Solicitor ✓

James Austin Wright
15 Jermyn Street
London SW1 Solicitor ✓

Dated this 5th day of February 1975
Witness to the above Signatures-

J A Collins

1 Bendsall House, Bell Street, London, N.W.1.
Married Woman.



CERTIFICATE OF INCORPORATION

No. 1200465

I hereby certify that

INPROJEX INTERNATIONAL (U.K.) 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 **17TH FEBRUARY 1975**

A handwritten signature in dark ink, appearing to read 'N. Taylor'.

N. TAYLOR

Assistant Registrar of Companies