

CHFP000

SL 3735

(Registration fee £2)

SUPERCEDES PREVIOUS LP5

LP5



**Application for Registration of a Limited Partnership and Statement of particulars  
and of the amounts contributed (in cash or otherwise) by the Limited Partners**

(Pursuant to section 8 of the Limited Partnerships Act 1907)

Name of firm or partnership Bolton Projects Limited Partnership

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

To provide commercial transaction (buying and selling) and/or on agency basis for metallurgical products (steel, iron)

The principal place of business

15 Athol Crescent  
Edinburgh EH3 8HA - Scotland

The term, if any, for which the partnership is entered into

If no definite term, the conditions of existence of the partnership

INDETERMINATE

Date of commencement 1st March 2000

The partnership is limited and the full name and address of each of the partners are as follows:

General partners

Ryder Group LLC  
1605 Pebrican Avenue  
Cheyenne, Wyoming 82001 - USA

Limited partners

Mr. Setter Alberto  
c/o T&L TAX & LEGAL ADVISORS SA  
Via al Forte 8  
6901 Lugano (Switzerland)

Amounts Contributed (1)

Mr. Setter Alberto	GBP	350
Ryder Group LLC	GBP	650

TOTAL

Cash	GBP	1000
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Signatures of all the partners

GENERAL PARTNER

Date

LIMITED PARTNER

Presented by:

Presentor's reference:

Notes

(1) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.

(02/00)

## Notes

The address for companies registered in England and Wales or Wales is :-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland :-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

SUPERCEDING LP

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## LIMITED PARTNERSHIPS ACT 1907

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Via al Forte 8		
6901 Lugano (Switzerland)		
<b>TOTAL</b>	<b>Cash</b>	<b>GBP 1000</b>

Signatures of all the partners

GENERAL PARTNER

Date

LIMITED PARTNER

Presented by:

Presenter's reference:

Notes

(1) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.

(02/00)

# **BOLTON PROJECTS LIMITED PARTNERSHIP**

## ***Limited Partnership Agreement***

**LIMITED PARTNERSHIP AGREEMENT**

As at 1st March 2000 the following partnership agreement exclusively represents the terms of the partnership

**RYDER GROUP LLC** whose correspondence address is located at 7173 Construction Court, San Diego, California 92121, USA.

and

**MR. ALBERTO SETTER**, Swiss citizen, whose correspondence address is located by T&L Tax & Legal Advisors SA, Via al Forte 8, 6901 Lugano.  
(and hereinafter referred to together as the "Partners")

**This agreement is made subject to the following terms and conditions:**

1. The Partnership has been agreed for the following purposes ( the "Partnership Business"):
  - a) To provide commercial transaction (buying and selling) and/or on agency basis for metallurgical products (i.e. steel, iron).
  - b) To act in high-tech projects engineering
  - c) To provide technical consultation
  - d) To participate World Wide in Joint-Venture in the metallurgical and high-tech projects
  - e) To provide financial projects and investments in metallurgical, real estate and high-tech field

The Partnership Business may be varied from time to time by agreement between the parties.

2. The Partnership shall commence on the 1st day of March 2000.

3. The Partnership business shall be carried out under the name of "Bolton Projects Limited Partnership".

A handwritten signature in black ink, consisting of a stylized 'W' followed by a vertical line and a flourish.

4. a) The capital of the Partnership shall be the sum of £. 1,000 which has been contributed by and belongs to the partners as follows:

RYDER GROUP LLC 65%  
(who shall for all purposes be deemed  
to be a General Partner)

MR. ALBERTO SETTER 35%  
(who shall for all purposes be deemed  
to be the Limited Partner)

b) Further finance if required for the purpose of the Partnership shall be provided by way of interest free loans from the Partners pro rata according to the proportions of their original capital contributions. These loans shall be repaid either when agreed by the Partners or when the Partnership dissolved. The liability of the Partners for the provision of further capital shall continue until the dissolution of the Partnership agreement.

c) Notwithstanding 4 (b) above, where agreed by the partners, the partnership may obtain bank loans and other commercial borrowing on such terms as the partners agree for the purpose of pursuing the partnership business.

5. All the parties are entitled to be reimbursed for all expenses and costs incurred in the carrying out of Partnership business.

6. Profits and losses of the Partnership (including profits and losses of a capital nature) shall be shared in the following proportions:

RYDER GROUP LLC 65%

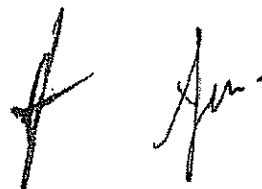
MR. ALBERTO SETTER 35%

save any specific transactions, where the Partners may decide a different division.

Profits shall be distributed to the Partners promptly upon the Partners agreeing the annual accounts or by an anticipated distribution.

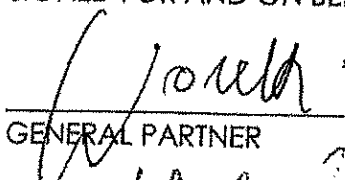
7. Proper books of accounts of the Partnership shall be kept at 1 Pier Steps, St. Peter Port, Guernsey GY1 2LF, Channel Islands, and a balance sheet and a profit and loss account prepared annually by a firm chosen by the Partners. All books and accounts shall be kept open for inspection by each of the Partners.

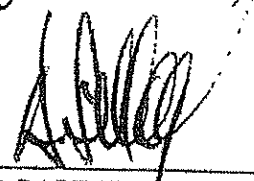
8. The principal place of business of the Partnership will be 1 Pier Steps, St. Peter Port, Guernsey GY1 2LF, Channel Islands, subject to change by the unanimous agreement of the Partners without notice.



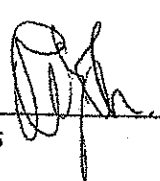
9. a) Subject as aforesaid all matters relating to the conduct of the affairs of the Partnership including Partnership business shall be decided by a majority of the Partners.  
Each Partner shall have one vote for each percent of capital that they have contributed to the Partnership.
- b) The day to day business of the partnership shall be managed by Mr. Alberto Setter as Managing Partner.
- c) All income of the Partnership shall be deposited in the bank account of the Partnership and if collected by any of the Partners shall be accounted for and paid over to the Partnership without any deduction whatsoever within five banking days from the date of receipt.
- d) Any General Partner where empowered by the Partnership may formally agree a contract by way of a director or secretary of the General Partner signing in the name of "RYDER GROUP LLC".
10. Any Partner wishing to terminate the Partnership may give notice to such effect to the other Partners. As from the date of that notice the business of the Partnership shall be limited to the completion of contracts already entered into and on discharge of all liabilities incurred in connection with all such contracts the Partnership shall be dissolved.
11. The Partnership shall continue until dissolved pursuant to the provisions of clause 10 above.
12. Any notice required to be given by any Partner shall be in writing and signed by a director or the secretary of that Partner and sent to the registered offices of the other Partners.
13. This agreement embodies the entire understanding of the parties and there are no promises, representations, terms, conditions, or obligations, oral or written, express or implied relating to the subject matter except those contained in this agreement.
14. This Agreement is made subject to the laws of Scotland.

SIGNED FOR AND ON BEHALF OF

  
GENERAL PARTNER

  
LIMITED PARTNERS

  
Witness

  
Witness