

FILE COPY



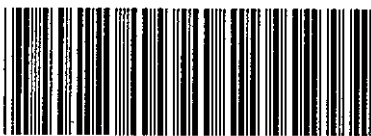
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3616014

The Registrar of Companies for England and Wales hereby certifies that
CAM-TECH ENGINEERING (COVENTRY) LIMITED

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

Given at Companies House, Cardiff, the 14th August 1998



N036160148

E. P. Owen
MRS. E. P. OWEN

For the Registrar of Companies



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

HC007B

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

Company Name in full



* F 0 1 2 0 F 1 0 *

Cam-Tech Engineering (Coventry) Limited

I, Haydn Robert Jones

of 1 Copthall House, Station Square, Coventry, CV1 2FY

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~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

H R Jones

Declared at 1 Copthall House, Station Square, Coventry, CV1 2FY

the 7th day of August

One thousand nine hundred and ninety E1447

① Please print name.

before me ①

DAVID JOHN REWHORN

Signed

D J Rehorn

Date

7-8-98

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.

Band Hatton

1 Copthall House, Station Square, Coventry, CV1 2FY

Tel 01203 632121

DX number DX: 11207 DX exchange Coventry



A02 *AT9018K5* 259
COMPANIES HOUSE 08/08/98

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

Companies House, Crown Way, Cardiff, CF4 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

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full



* F 0 1 0 0 F 1 0 *

Cam-Tech Engineering (Coventry) Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

1 Copthall House, Station Square

Post town Coventry

County / Region West Midlands

Postcode CV1 2FY

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.

Band Hatton

1 Copthall House, Station Square, Coventry, CV1 2FY

ref HRJ

Tel 01203 632121

DX numberDX: 11207 DX exchange Coventry

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

Companies House, Crown Way, Cardiff, CF4 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



A02 *AT9028K6* 260
COMPANIES HOUSE 08/08/98

Company Secretary (see notes 1-5)

Company name Cam-Tech Engineering (Coventry) Limited

NAME *Style / Title Miss *Honours etc

* Voluntary details

Forename(s) Helen Elizabeth

Surname Dodd

Previous forename(s)

Previous surname(s)

Address*Usual residential address*

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

Post town Coventry

County / Region West Midlands

Postcode CV1 2FY

Country England

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

Consent signature

Date 7th August 1998

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title Mr *Honours etc

Forename(s) Haydn Robert

Surname Jones

Previous forename(s)

Previous surname(s)

Address*Usual residential address*

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

Post town Coventry

County / Region West Midlands

Postcode CV1 2FY

Country England

Day Month Year

Date of birth

24

10

1951

Nationality

British

Business occupation

solicitor

Other directorships

none

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

Consent signature

Date 7th August 1998

Directors

(continued)

(see notes 1-5)

NAME	*Style / Title			*Honours etc		
	Forename(s)					
<small>* Voluntary details</small>	Surname					
	Previous forename(s)					
	Previous surname(s)					
Address						
<i>Usual residential address</i>						
For a corporation, give the registered or principal office address.						
	Post town					
	County / Region		Postcode			
	Country					
		Day	Month	Year	Nationality	
	Date of birth					
	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***(i.e those who signed
as members on the
memorandum of
association).***Signed**

H R Jones

Date7th August 1998**Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

3616014

100,000

The Companies Acts 1985 to 1989



0076448

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of



Cam-Tech Engineering (Coventry) Limited

1. The name of the Company is Cam-Tech Engineering (Coventry) Limited
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To carry on business as a general commercial company
 - (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, as ancillary to, or independently of the before mentioned trades or businesses, or the general or existing business of the Company for the time being.
 - (C) To purchase or otherwise acquire, and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on

any business, or possessed of property suitable for the purposes of the Company.

- (D) To apply for, purchase, register or otherwise acquire and protect, prolong and renew any patents, patent rights, copyrights, trade marks, formulas, licences, concessions, designs or other intellectual property which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem directly or indirectly to benefit the Company and to use, exercise, disclaim, alter, modify or develop, or grant licences in respect of or otherwise turn to account the property rights or information which the Company may acquire or propose to acquire
- (E) To take, purchase or otherwise acquire and hold shares, debentures or any other securities of any other Company.
- (F) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real and personal property, and any rights, or privileges, or concessions which the Company may think necessary or convenient for the purposes of its business or any branch thereof and in particular any land, buildings, any easements, patents, patent rights, licences and secret processes, machinery, plant and stock-in-trade.
- (G) To construct, improve, enlarge, alter, maintain and develop any buildings, shops, stores, factories, works, plant and machinery which may seem calculated either directly or indirectly to benefit or advance the Company's business or interests and to contribute to or subsidise, or otherwise assist in any of the aforementioned works.
- (H) To pay for any real or personal property rights or interests purchased or otherwise acquired by the Company either in cash or by the issue and allotment of fully or partly paid-up shares, in the capital of the Company, or by any other securities which the Company has power to issue upon such terms as the Company may determine.
- (I) To borrow or raise or secure the payment of money and to secure the same or the discharge or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any manner.

- (J) To charge the undertaking and all or any of the property and assets (present and future) and all or any of the uncalled capital of the Company, and to create and issue upon such terms as the Company may think 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.
- (K) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, cheques, bills of exchange, and other negotiable instruments.
- (L) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, upon such terms as the Company may approve, the performance of any obligations or commitments of, and the payment of any sums of money by any other person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company
- (M) To accept money on deposit or loan upon such terms as the Company may approve.
- (N) To invest and deal with the moneys of the Company not immediately required in or upon such investments and in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (O) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and to give or procure the giving of pensions, allowances, gratuities, donations, benefits or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or which is in any way associated with the Company or with any such subsidiary company or which is the holding company of the Company or who are or were at any time directors or other officers of the Company or any subsidiary company as aforesaid or any other persons in whose welfare the Company or any such other company as aforesaid is or has been interested and the wives, families and dependants of any such persons and to

make payments for or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid either alone or in conjunction with or through the holding company (if any) of the Company or in conjunction with or through any such other company as aforesaid.

- (P) To establish and support or to aid in the establishment and support and subscribe to any charitable or public object, any schools, educational, scientific, literary, religious or charitable institutions societies or clubs whether solely connected with the business carried on by the Company or its predecessors in business or not and to institute, establish, maintain or support any club or other establishment or benefit fund or profit sharing scheme calculated to advance or benefit the interests of the Company or of the officers or any persons employed by the Company.
- (Q) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (R) To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts.
- (S) Subject to and in accordance with the provisions of Section 155 to 158 (inclusive) of the Companies Act 1985 to give whether directly or indirectly any kind of financial assistance (as defined in Section 152(1)(a) of the said Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the said Act.
- (T) To distribute among the members of the Company in specie any property of the Company of whatever nature and any proceeds of sale or disposal of any such property but so that no distribution amounting to a reduction of capital shall be made without the sanction (if any) for the time being required by law.

- (U) To procure the Company to be registered or recognised in any country or place outside England and Wales.
- (V) To carry out all or any of the objects of the Company and 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.
- (W) To carry on any other business activity and do any thing of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking property or assets or otherwise to advance the interests of the Company or of its members.
- (X) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared as follows-

- (A) The objects specified in any sub-clause of this clause shall not (except where the context expressly so requires) be in any way limited or restricted or construed by reference to or inference from the terms of any other sub-clause or the name of the Company but the widest interpretation shall be given to each such object as if each of the said sub-clauses defined the objects of a separate distinct and independent company.
 - (B) The word "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons whether incorporated or unincorporated and whether formed incorporated domiciled or resident in the United Kingdom or elsewhere.
 - (C) The word "person" shall include any company as well as any other legal or natural person.
 - (D) The words "security" or "securities" shall include any fully partly or nil paid share, stock, unit debenture, debenture, loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe to convert or similar right or obligation.
4. The liability of the members is limited.
 5. The Company's share capital is £100,000, divided into 100,000 shares of £1.00 each.

WE the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names:-

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares Taken by each Subscriber
--	---

Haydn Robert Jones
1 Copthall House
Station Square
Coventry
CV1 2RY
S. Minton

One

Total Shares Taken

One

Dated this

7th

day of

August

1998

Witness to the above Signatures:

G. T. Brown

Secretary

Band Hutton

1 Copthall House

Station Square

Coventry

The Companies Acts 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Cam-Tech Engineering (Coventry) Limited

1. In these Articles the following words and phrases shall where the context so admits or otherwise requires have the following meanings:-

Words or Phrases

Meaning

The Act

The Companies Act 1985

Table A

The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985

2. Subject as hereinafter provided, the regulations contained or incorporated in Table A shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these regulations.
3. Regulations 3, 8, 64, 65, 77, 87, 94, 95 and 100 of Table A shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations

of Table A subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

4. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures is prohibited.
5.
 - (a) Subject to Article 6 hereof all relevant securities (as defined by Section 80(2) of the Act) shall be at the disposal of the Directors who may allot or grant options over or otherwise deal with or dispose of them to such persons at such times and with such consideration and upon such terms and conditions as they may determine.
 - (b) Such authority shall remain in force for a period of Five years from the date of incorporation of the Company or as directed by the Company in general meeting in accordance with the said Section 80 and shall extend to all relevant securities of the Company from time to time unissued during the period of such authority.
6.
 - (a) Subject to any direction to the contrary that may be given by Special Resolution of the Company all new or unissued shares of whatever kind shall before being issued be offered to the members in proportion to the existing shares held by them. Such offer shall be made by written notice specifying the number of the shares and price of shares to which the member is entitled and limiting a time (being not less than 21 days from the date of such notice) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, (or agrees to accept part only of the shares so offered) the Directors may subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company on terms as to price and subscription no more favourable to the offeree than those on which such shares were offered to the members of the Company. The Directors may in like manner dispose of any such shares as aforesaid which by reason of the proportion borne by

them to the number of persons entitled to any 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.

- (b) Section 89(1) and 90(1) inclusive of the Act shall not apply to any allotment of shares in the Company.
-
- 7. The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder in accordance with and subject to Section 159 of the Act and subject to Chapter VII of the Act the terms and manner in which such redemption may be effected shall be such as the Company before the issue of the shares may by special resolution determine.
 - 8. The Company shall have a first and paramount lien on every share whether or not it is a fully paid share and Regulation 8 of Table A shall be modified accordingly.
 - 9. Save as otherwise provided in these Articles the directors may, in their absolute discretion, and without giving any reason for so doing, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.
 - 10. Unless the Company in General Meeting shall otherwise determine the number of Directors (other than alternate Directors) shall not be less than one nor more than five. If at any time there shall be one Director only he or she may act as sole Director and shall be entitled to exercise all the powers authorities and discretions vested in the Directors and shall carry out all the duties assigned to Directors. The Regulations of Table A and the provisions of these Articles shall be modified accordingly.
 - 11. (a) Any share may be transferred by a member to his or her wife, husband, father or mother, or to any lineal descendant of his and any share of a deceased member may be transferred to the widow or widower or any other such relative as aforesaid of such deceased member; and in any such circumstances

regulation 9 hereof shall not apply save to prevent a transfer of shares on which the Company has a lien.

- (b) (i) A share shall not be transferred (except as provided in paragraph (1) of this Article) unless it first be offered to the members at a fair value to be determined as hereinafter provided ("the Fair Value"). Any member wishing to transfer all or any of his shares (hereinafter called "the Vendor") shall forthwith give notice thereof in writing to the Directors of the Company. Such notification ("the Transfer Notice") shall constitute the Directors his agents for the purpose of the transfer or sale of such shares ("the Transfer Shares") and shall not be revoked or withdrawn without the Directors sanction.
- (ii) For the purposes of this Article the Fair Value of a share shall mean such sum as may be agreed between the Vendor and the Directors or in default of agreement between them within fourteen days of the date of the Transfer Notice as the auditors of the Company (acting as experts and not as arbitrators) shall certify in writing to be in their opinion the fair value of the Transfer Shares having regard to the fair value of the business of the Company as a going concern as between willing vendor and a willing purchaser contracting at arms length but without taking into account (if it be the case) that the Transfer Shares constitute a minority interest. The fees and expenses of the auditors in connection with such certificate shall be borne as to one half by the Vendor and as to the other half by the purchaser(s) of the Transfer Share in proportion to the number of Transfer Shares to be purchased by them respectively. If there shall be no Purchasers or if the vendor withdraws the Transfer Notice the whole of such fees and expenses shall be borne by the Vendor.
- (iii) Upon the Fair Value having been determined the Directors shall offer the Transfer Shares to the then existing members (other than the Vendor) for purchase at the Fair Value. The Directors shall invite such members to state in writing within twenty-one days from the date of the offer whether he is willing to purchase any of the Transfer Shares so

offered to him and if so the maximum number thereof. If a purchasing member (hereinafter called "the Purchaser") is found he shall be bound to complete the purchase of the Transfer Shares within Fourteen days of his acceptance of the offer. If more than one member is willing to purchase the Transfer Shares they shall be entitled to purchase pro rata according to their then existing holdings. Notice of the finding of the Purchaser shall be given to the Vendor, who shall be bound upon payment of the Fair Value to transfer the Transfer Shares to the Purchaser. If the Vendor fails to complete the transfer, the Directors may authorise some other person to transfer the Transfer Shares to the Purchaser and may receive the purchase money and register the Purchaser as holder of the Transfer Shares, issuing to him a certificate therefor. The Vendor shall deliver to the Directors his certificate and shall thereupon be paid the purchase money. If the Directors shall find a Purchaser or Purchasers for part only of the Transfer Shares or if the Directors shall have failed to find a Purchaser for any of the Transfer Shares the Vendor shall be at liberty to sell and transfer all or any of the Transfer Shares not sold pursuant to this Article at any time within six months after the date of the Transfer Notice to any person on a bona fide sale and at any price.

- (c) If any member dies or becomes bankrupt or in the case of a corporate member enters into liquidation (except a member's voluntary liquidation for the purposes of reconstruction or amalgamation without insolvency) or suffers a receiver to be appointed of any of its assets or otherwise attempts to transfer any shares otherwise than in accordance with this Article, such member shall be deemed to have served a Transfer Notice in respect of all shares held by him or by any nominee for him immediately prior to such event unless all the other members shall otherwise agree in writing.
- (d) For the purpose of this Article any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares, to the effect that such shares of any of them be allotted or issued or

transferred to another person shall be deemed (without limitation) to be a transfer.

12. Each Director shall have power by writing under his hand to nominate any person to act as his alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each 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 each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum is present.
13. An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director. Regulation 67 of Table A shall not apply.
14. A Director who to his knowledge is in any way either directly or indirectly interested in a contract or proposed contract (within the meaning of Section 317 of the Act) with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with that Section. Subject to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.
15. The quorum necessary for the transaction of business of Directors shall be two unless at any time the number of Directors is one in which case the said quorum shall be one. Regulation 89 of Table A shall not apply.
16. The holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at general meetings of the Company may at any time or from time to time by

memorandum in writing signed by or on behalf of him or them and left at or sent to the Registered Office of the Company remove any Director from office or appoint any person to be Director.

17. No Director shall be required to vacate his office of Director and no person shall be ineligible for appointment as a Director by reason of his attaining or having attained the age of Seventy years or any other age.
18. The Board may pay and agree to pay pensions or other retirement, superannuation, death or disability benefits or allowances to any Director or to any person (including a spouse and a former spouse and any other member of his family or any person who is or was dependant on him) in respect of any Director or former Director who may hold or may have held any executive office or employment under the Company or any subsidiary company of the Company or its holding company (if any) and for the purpose of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such persons.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Haydon Robert James
1 Copthall House
Station Square
Coventry CV1 2 Fy
Scholar

Dated this 7th day of August 1998

Witness to the above Signatures:

G. T. Brown
Secretary
Band Hutton
1 Copthall House
Station Square
Coventry