



**FILE COPY**

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

Company No. 6845092

The Registrar of Companies for England and Wales hereby certifies that

**A-1 ADVANCED TECHNOLOGY LIMITED**

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

Given at Companies House on **12th March 2009**



**\*N06845092L\***



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

830007

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THE COMPANIES ACTS 1985 to 1989

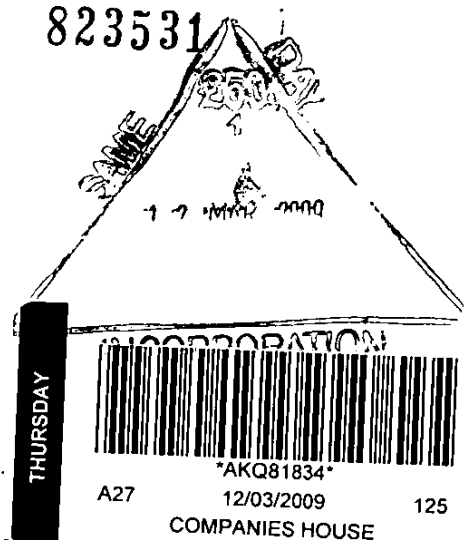
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

A-1 ADVANCED TECHNOLOGY LIMITED

823531



- 1 The Company's name is "A-1 ADVANCED TECHNOLOGY LIMITED".
- 2 The Company's registered office is to be situated in England and Wales.
- 3
  - 3.1 The object of the Company is to carry on business as a general commercial company.
  - 3.2 Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-
    - 3.2.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
    - 3.2.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
    - 3.2.3 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
    - 3.2.4 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant

licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- 3.2.5 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.2.6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.2.7 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.2.8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.2.9 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other 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 calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.2.10 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.2.11 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 3.2.12 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or

otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

- 3.2.13 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.2.14 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.2.15 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.2.16 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.2.17 To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 3.2.18 To pay all or any expenses incurred in connection with the promotion, formation 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 shares or other securities of the Company.
- 3.2.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- 3.2.20 Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- 3.2.21 To procure the Company to be registered or recognised in any part of the world.
- 3.2.22 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.2.23 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause.

AND so that:

- 3.2.24 None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- 3.2.25 The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 3.3 In this memorandum the expression "the Act" means the Companies Act 1985, but so that any reference in this memorandum to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

- 4. The liability of the Members is limited.
- 5. The Company's share capital is £50,000 divided into 50,000 shares of £1 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and agree to take the number of shares shown opposite my name.

Name and address of Subscriber

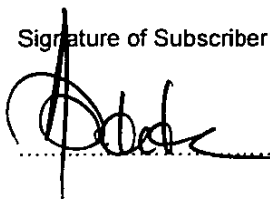
Number of shares taken

by the Subscriber

Ashok Kumar Khosla  
44 Landing Court  
Moorestown  
New Jersey 08057  
USA

One

Signature of Subscriber



Total shares taken: One

Dated:

March 9th, 2009

Witness to the above Signature:

Name of Witness:

Address of Witness:

Rajesh K. Mishra  
RAJESH K. MISHRA  
7 WELDON CIRCLE  
HAINESPORT, NJ 08036  
USA

**THE COMPANIES ACTS 1985 to 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**A-1 ADVANCED TECHNOLOGY LIMITED**

**1 Preliminary**

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles as they relate to a private company limited by shares (Table A) shall apply to **A-1 ADVANCED TECHNOLOGY LIMITED (Company)** except in so far as they are excluded or varied by these articles.
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits.
- 1.3 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84-86, 94 and 118 of Table A do not apply to the Company.
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public.
- 1.5 **Companies Acts** means the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles.
- 1.6 **Member** means a registered holder of shares in the Company.
- 1.7 **Board** means the Board of Directors acting at or as a duly convened meeting of the Board or by a duly appointed committee of the same.

**2 Share capital**

- 2.1 The share capital of the Company is £50,000 divided into 50,000 ordinary shares of £1 each.
- 2.2 Subject to the Companies Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 2.3 In accordance with and subject to the Companies Acts the Company may:
  - 2.3.1 subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
  - 2.3.2 subject to any rights conferred on the holders of any class of shares, purchase its own shares (including any redeemable shares);
  - 2.3.3 make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of

distributable profits of the Company or the proceeds of a fresh issue of shares.

**3 Lien**

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

**4 Transfer of shares**

The Board shall not register the transfer of any share or any interest in any share unless the transfer is made in accordance with the provisions of any Shareholders' Agreement entered into between the Members. Regulation 24 of Table A shall be amended accordingly.

**5 Transfer of controlling interest**

- 5.1 If at any time an offer is made for not less than 65 per cent of the issued share capital of the Company (**Qualifying Offer**), the Members receiving that offer shall prior to accepting the same immediately notify all other Members of the details of that offer. If thereafter the holders of not less than 65 per cent of the issued share capital of the Company accept the Qualifying Offer, those Members (**Accepting Members**) shall give written notice of their acceptance to all other Members and within 21 days of that notice being sent by first-class mail or hand-delivered to those other Members:

5.1.1 the Accepting Members may require all Members who have not received or accepted the Qualifying Offer to accept the Qualifying Offer in respect of all of the shares in the Company held by them and to sell all of those shares in accordance with such Qualifying Offer; and

5.1.2 those other Members may require by giving written notice to the Accepting Members in each case that the Accepting members procure that all of the shares in the Company held by those other Members are purchased;

in each case at the same price per share and on the same terms as for the Qualifying Offer.

- 5.2 If any person fails to transfer any shares in accordance with Article 5.1 the Board may authorise any person to execute and deliver on his behalf the necessary stock transfer form and the Company shall receive the purchase money in trust for the vendor and cause the purchaser to be registered as the holder of those shares (subject to payment of any stamp duty). The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof). The vendor shall in such case be bound to deliver up his certificate for such shares to the Company whereupon he shall be entitled to receive the purchase price but without interest.
- 5.3 For the purpose of Article 5.1 the price per share shall be deemed to include any other consideration (in cash or otherwise) received or receivable by the Members in receipt of a Qualifying Offer and which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for those other shares

**6 Proceedings at general meetings**

- 6.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the



directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

- 6.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

## **7 Votes of Members**

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

## **8 Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

## **9 Alternate directors**

- 9.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present.
- 9.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member; to attend and vote at any such meeting at which the director appointing him is not personally present; and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.
- 9.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

## **10 Powers of directors**

- 10.1 The directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years from the date of incorporation of the Company to allot all or any of the unissued shares of the Company. This authority may be varied or revoked by ordinary resolution of the Company.
- 10.2 The directors are authorised in accordance with section 91 of the Companies Act 1985 to allot shares of the Company as if section 89(1) of the Companies Act 1985 did not apply to the allotment. This power will expire on the date the section 80 of the Companies Act 1985 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.

## **11 Appointment and retirement of directors**

- 11.1 No person shall be appointed a director at any general meeting unless:
- 11.1.1 he is recommended by the directors; or

11.1.2 not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

11.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

11.3 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

11.4 Subject to the provisions of the Companies Acts, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

## **12 Proceedings of directors**

A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

## **13 Directors' conflicts of interests**

13.1 The directors may, in accordance with the requirements set out in this article 13, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**).

13.2 Any authorisation under this article 13 will be effective only if:

13.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

13.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

13.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

13.3 Any authorisation of a matter under this article may (whether at the time of giving the authority or subsequently):

13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

13.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

13.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

13.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

13.4.1 disclose such information to the directors or to any director or other officer or employee of the company;

13.4.2 use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence.

13.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director:

13.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

13.5.2 is not given any documents or other information relating to the Conflict;

13.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

13.6 Where the directors authorise a Conflict:

13.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

13.6.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

13.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

#### **14 Directors' declaration of interests**

14.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts.

- 14.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under article 14.1.
- 14.3 Subject, where applicable, to the disclosures required under article 14.1 and article 14.2, and to any terms and conditions imposed by the directors in accordance with article 13, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 14.4 A director need not declare an interest under article 14.1 and article 14.2 as the case may be:
- 14.4.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 14.4.2 of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;
  - 14.4.3 if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
  - 14.4.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

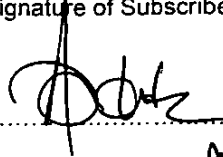
## **15 Indemnity**

- 15.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.
- 15.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

**Name and address of Subscriber**

Ashok Kumar Khosla  
44 Landing Court  
Moorestown  
New Jersey 08057  
USA

Signature of Subscriber



Dated:

March 9th, 2009

Witness to the above Signature:

Name of Witness:

Address of Witness:

Rajesh K. Mishra

RAJESH K. MISHRA

7 WELDON CIRCLE

HAINESPORT, NJ 08036

USA



CHFP025

12

### Declaration on application for registration

\_\_\_\_\_

**Company Name in full**

A-1 ADVANCED TECHNOLOGY LIMITED

1. HARRIET ELIZABETH PITBLADO

of 32-38 STATION ROAD, GERRARDS CROSS, BUCKINGHAMSHIRE SL9 8EL

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~the above named company~~  
~~company of the above named company~~  
~~companies 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**

filiblando

Declared at

11 STATION ROAD GUERARDS CROSS BRIDGE

Day      Month      Year

On

1	1	0	3	2	0	0	9
---	---	---	---	---	---	---	---

① Please print name.

before me ❶

MARCUS LEE

**Signed**



Date

11/03/2009

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

B P Collins

Collins House, 32-38 Station Road, Gerrards Cross,  
Bucks. SL9 8EL

HEP.KUMA004.0001

Tel 01753 889995

**DX number** DX 40256

**DX exchange** Gerrards Cross

Companies House receipt date barcode

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**

**DX 235 Edinburgh  
or LP - 4 Edinburgh 2**



Please complete in typescript,  
or in bold black capitals.

CHFP025

Notes on completion appear on final page

# 10

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

Company Name in full

A-1 ADVANCED TECHNOLOGY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

COLLINS HOUSE

32-38 STATION ROAD

Post town

GERRARDS CROSS

County / Region

BUCKINGHAMSHIRE

Postcode

SL9 8EL

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

BP COLLINS

Address

COLLINS HOUSE

32-38 STATION ROAD

Post town

GERRARDS CROSS

County / Region

BUCKINGHAMSHIRE

Postcode

SL9 8EL

Number of continuation sheets attached

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the  
public record.

B P Collins

Collins House, 32-38 Station Road, Gerrards Cross,  
Bucks, SL9 8EL

HEP.KUMA004.0001

Tel 01753 889995

DX number DX 40256

DX exchange Gerrards Cross

Companies House receipt date barcode

Laserform International 10/07

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  
or LP - 4 Edinburgh 2

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

<b>Company name</b>		A-1 ADVANCED TECHNOLOGY LIMITED	
<b>NAME</b>	<b>*Style / Title</b>	<b>*Honours etc</b>	
<b>Forename(s)</b>		CREMORNE NOMINEES LIMITED	
<b>Surname</b>			
<b>Previous forename(s)</b>			
<b>Previous surname(s)</b>			
<b>Address</b> ††		COLLINS HOUSE	
		32-38 STATION ROAD	
<b>Post town</b>		GERRARDS CROSS	
<b>County / Region</b>		<b>Postcode</b>	SL9 8EL
<b>Country</b>		ENGLAND	
I consent to act as secretary of the company named on page 1			
<b>Consent signature</b>		Date 11.03.2009	
		Duly authorised on behalf of CREMORNE NOMINEES LIMITED	

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

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	<b>*Honours etc</b>	
<b>Forename(s)</b>			
<b>Surname</b>			
<b>Previous forename(s)</b>			
<b>Previous surname(s)</b>			
<b>Address</b> ††			
<b>Post town</b>			
<b>County / Region</b>		<b>Postcode</b>	
<b>Country</b>			
<b>Date of birth</b>		Day Month Year	<b>Nationality</b>
<b>Business occupation</b>			
<b>Other directorships</b>			
I consent to act as director of the company named on page 1			
<b>Consent signature</b>		<b>Date</b>	



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

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	<b>*Honours etc</b>
	Mr	
<b>* Voluntary details</b>	<b>Forename(s)</b>	ASHOK KUMAR
	<b>Surname</b>	KHOSLA
	<b>Previous forename(s)</b>	
	<b>Previous surname(s)</b>	
<b>†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.</b>	<b>Address ††</b>	44 LANDING COURT
	<b>Post town</b>	MOORESTOWN
	<b>County / Region</b>	NEW JERSEY
	<b>Postcode</b>	08057
	<b>Country</b>	USA
	<b>Date of birth</b>	Day Month Year 0 9 0 9 1 9 5 3
	<b>Business occupation</b>	DIRECTOR
	<b>Other directorships</b>	
	I consent to act as director of the company named on page 1	
	<b>Consent signature</b>	Date MARCH 9th/2009

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

MARCH 9th/2009

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date