

No. of Company 1159277 |

Form No. 41.

THE COMPANIES ACTS, 1948 to 1967

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

Pursuant to Section 15 (2) of the Companies Act 1948.

Name
of
Company

ABRAPOWER

Limited

Presented by

WILDMAN & BATTELL LTD

12, PANCRAS LANE,

QUEEN STREET,

LONDON, E.C.4;

TELE CITY 2545

WILDMAN & BATTELL LTD.

COMPANY & GENERAL LAW AGENTS & TRANSLATORS

12, Pancras Lane, London, EC4N 1SJ

Telephone: 01-248 2545

3, LAURENCE ROY BATTELL

of 12, Pancras Lane, Queen Street, London, E.C.4.

(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) the person named in
the Articles of Association as the Secretary

19

of

ABRAPOWER

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 Eltham, S.E.9

the 23rd day of January

one thousand nine hundred and seventy four

Before me,

A Commissioner for Oaths [or Notary Public or]
Justice of the Peace

Note.—This margin is reserved for binding and must not be written across.

P
COMPANY LIMITED BY SHARES

Memorandum of Association

1159277

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OF

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ABRAPOWER LIMITED

NC 111574/6.

1. The name of the Company is "ABRAPOWER LIMITED".
2. The Registered Office of the Company will be situate in England. ✓
3. The objects for which the Company is established are :-
 - (a) To carry on any or all of the businesses of agents, sellers, manufacturers, merchants and dealers in any goods, products or articles whether manufactured or natural.
 - (b) To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
 - (c) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
 - (d) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trade marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.

- (e) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situated on the property of the Company.
- (f) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
- (g) To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof.
- (h) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.
- (i) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (j) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
- (k) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way.
- (l) To pay or remunerate any person, firm or company for rendering services to the Company in the promotion of the Company or the placing and issue of shares, debentures, debenture stock or other securities of the Company.
- (m) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, Directors or other officers past or present and to grant pensions to such persons or their dependents.
- (n) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (o) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the Company and to place or guarantee the

the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.


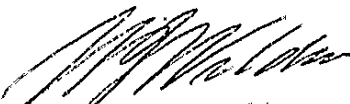
- (p) To promote by way of advertising the Company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit the Company.
- (q) To distribute in specie any of the shares, debenture or securities of the Company between the members of the Company in accordance with their rights.
- (r) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects of any of them.

All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

- 4. The liability of the members is limited. ✓
- 5. The share capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each. ✓

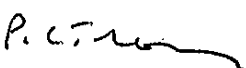


WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each subscriber
 LAURENCE ROY BATTELL 12, Pancras Lane, Queen Street, London, E.C.4. Company Director.	ONE
 WILLIAM JOHN WILDMAN 12, Pancras Lane, Queen Street, London, E.C.4. Company Director.	ONE

DATED this 23rd day of January, 1974 ✓

WITNESS to the above signatures -


 P.C. TILBURY,
 12, Pancras Lane,
 Queen Street,
 London, E.C.4.
 Company Director.

1159277 *lf*

COMPANY LIMITED BY SHARES

Articles of Association

OF

ABRAPOWER LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Part II of Table A") shall apply to the Company.

2. Regulations 2, 3, 24, 53, 75, 88, 107, 108, 110 and 134 of Part I of Table A aforesaid (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations of Part I of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

CAPITAL

3. The initial share capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each.

4. The shares of the Company, whether forming part of the original capital or of any increased capital, may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject, in the case of any shares forming part of any increased capital, to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 in Part II of Table A.

5. Subject to the provisions of Section 58 of the Act any Preference Shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

TRANSFER OF SHARES

6. (a) Regulations 22, 23 and 24 of Part I of Table A shall be read subject to the provisions of Regulation 6 (b) hereof.

- (b) (1) For the purposes of this article where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.
- (2) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (3) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "transfer Notice"). Subject as hereinafter mentioned a transfer notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the said shares") in one or more lots at the discretion of the directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors or in case of difference at the price which the auditor of the Company for the time being shall by writing under his hand certify the fair value thereof in his opinion as between a willing seller and a willing buyer. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation none shall be so sold and any such provisions shall be binding on the Company.
- (4) If the auditor is asked to certify the fair price as aforesaid the Company shall as soon as it receives the auditor's certificate furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the said certified copy to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- (5) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within twenty one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

- (6) If the said members shall within the said period of twenty one days apply for all or (except where the transfer notice provides otherwise) any of the said shares the directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.
- (7) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified and if he shall fail to do so, the chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate Bank account in the Company's name and shall hold such price in trust for the Vendor.
- (8) If at the date of the giving of the transfer notice all of the remaining shares in the Company shall be held by one shareholder then such shareholder shall be entitled to nominate one other person to whom all or any of the shares contained in the transfer notice shall be allocated and for the purpose of this regulation such nominated person shall in all respects be treated as if at all material times he or she was or had been a member of the Company.
- (9) Subject to the provisions of paragraphs (3) (4) (5) (6) (7) and (8) of this regulation the Vendor shall subject to Clause 10 hereof be at liberty to transfer to any persons and at any price any share not allocated by the Directors in an allocation notice. Provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this regulation none

should be so sold the Vendor shall not be entitled to save with the written consent of all the other members of the Company to sell hereunder only some of the shares comprised in his transfer notice.

- (10) Notwithstanding the foregoing provisions of this regulation any share of a deceased member may be transferred by his personal representatives to any widow or child of such deceased member; and shares standing in the name of the deceased member may also be transferred to his Trustees or to a new Trustee for the purpose of effectuating the appointment of a new Trustee and the rights of pre-emption hereinbefore conferred in this regulation shall not arise on the occasion of any such transfer.
- (11) Notwithstanding the foregoing provisions of this regulation the directors may decline to register:-
- (a) Any transfer of any share on which the Company has a lien;
 - (b) Any transfer of a share whether fully paid or not, not being a transfer to a transferee under Clause (9). Clause 24 of Table A shall not apply;
 - (c) Any transfer the registration of which would cause the number of members to exceed the maximum permitted by regulation 2 of Part II of Table A.

7. The proviso to Regulation 32 of Part I of Table A shall not apply to the Company.

VOYES OF MEMBERS

8. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

9. Regulations 80-87 of Part I of Table A apply except that Article 10 shall be substituted for sub-clauses (2) and (4) of Regulation 84 which shall be deleted.

10. A Director who has disclosed his interest in accordance with Regulation 84(1) of Part I of Table A and Section 199 of the Act may vote in respect of any contract, proposed contract or any arrangement in which he is interested directly or indirectly and such Director shall be counted in the quorum present at any meeting at which such contract or proposed contract or arrangement is being considered.

11. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

12. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director to act as Auditor of the Company.

13. The Company shall not be subject to Section 185 of the Act, and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

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 ceases to be a Director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or insolvent, or enters into an arrangement with his creditors.
- (4) If he becomes of unsound mind.
- (5) If he is prohibited from being a Director by any order made under Section 188 of the Act.
- (6) If he is removed from office by a resolution duly passed under Section 184 of the Act.

BORROWING POWERS

15. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

MANAGING DIRECTORS AND MANAGERS

16. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed, whilst holding such office, shall not be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors, but his appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically determined if he cease from any cause to be a Director.

17. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

SECRETARY

18. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. If at any time there shall be no Secretary or for any reason no Secretary capable of acting, the Directors may appoint an assistant or deputy Secretary.

FIRST SECRETARY

19. The first Secretary of the Company shall be LAURENCE ROY BATTELL.

CHAIRMAN

20. So long as he holds any shares in the Company JACK WOODIWISS shall be the Chairman of the Company.

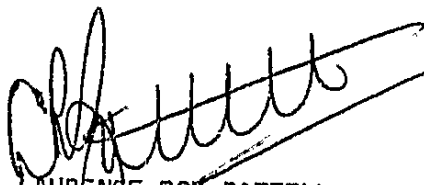
NOTICES

21. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company any address within the United Kingdom for the giving of notices to them.

FIRST DIRECTORS

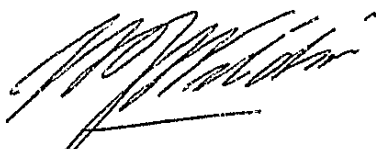
22. The number of Directors shall not be more than five but the Company in General Meeting may reduce or increase this limit. The first Directors shall be named in writing by the subscribers to the Articles of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



LAURENCE ROY BATTELL
12 Pancras Lane,
Queen Street,
London, E.C.4.

Company Director.



WILLIAM JOHN WILDMAN
12 Pancras Lane,
Queen Street,
London, E.C.4.

Company Director.

DATED this 23rd day of January, 1974

WITNESS to the above signatures:-



P.C. TILBURY,
12 Pancras Lane,
Queen Street,
London, E.C.4.

Company Director.



CERTIFICATE OF INCORPORATION

No. **1159277**

I hereby certify that

AERAPOWER 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 **6th February 1974**



N Taylor

N. TAYLOR

Assistant Registrar of Companies