



THE COMPANIES ACTS 1948 TO 1976

41

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold black lettering

Company number

1475653

\* delete if inappropriate

Name of Company

PRECISION PRODUCTS HOLDINGS Limited\*

I, Malcolm Roy Chettleburgh of 140/141, Temple Chambers, Temple Avenue, London, EC4Y 0HE

do solemnly and sincerely declare that I am a person named as Secretary of the Company in the Statement delivered under Section 21 of the Companies Act, 1976 of

PRECISION PRODUCTS HOLDINGS Limited\*

and that all the requirements of the Companies Acts 1948 to 1976 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 Temple Chambers, Temple Avenue, London, E.C.4.

the 11th day of January One thousand nine hundred and Eighty

before me (Ivan I Henry) A Commissioner for Oaths Justice of the Peace (Inner London)

Presentor's name, address and reference (if any) M. R. CHETTLEBURGH LTD 140/141, Temple Chambers Temple Avenue, London, E.C.4Y 0HE.

For official use General section

Post room

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

‡ or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

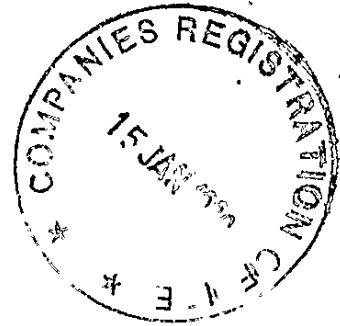
THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

1475653/3

MEMORANDUM OF ASSOCIATION OF

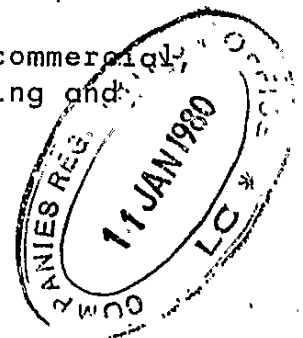
PRECISION PRODUCTS HOLDINGS



LIMITED

1. The name of the Company is: PRECISION PRODUCTS HOLDINGS 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 business as a holding and investment company and to acquire and hold shares in other companies and to co-ordinate and administer the affairs thereof or the affairs of any other company in which shares might be acquired or which might subsequently be brought into the group and generally to acquire by purchase, lease, concession, grant, licence or otherwise such shares, stocks and debentures in other private or public companies, corporate or unincorporate, land, buildings, leases, underleases, rights, privileges, licences, policies of insurance and such other property real or personal or rights or interests therein and to hold and invest such properties and investments and make investments thereof to the benefit of the businesses of the Company or other Companies within the group.
  - (b) To carry on business as co-ordinators, administrators, controllers, supervisors, promoters and managers of business operations, activities, functions, duties and transactions of persons, firms, companies or corporations and to provide on such terms as might be agreed premises, furniture and equipment and all general office services as might be required.
  - (c) To carry on business as financial, investment, commercial, business management, public relations, advertising and business efficiency experts.

MC/F 8



- (d) To carry on any other business of any description whatsoever which may seem to the Company or in the opinion of the Directors thereof be advantageously carried on in connection with or ancillary to the objects of the Company or any of them and calculated directly or indirectly to render more profitable the Company's business.
- (e) To purchase or by any other means acquire, sell, lease, rent, licence, surrender, accept surrenders of, mortgage, charge or otherwise deal in any freehold, leasehold or other property wheresoever situate.
- (f) To erect, construct, pull down, dismantle, remove or replace, repair and maintain, alter, hire, enlarge and adapt any buildings both portable and otherwise and use the same for the Company's businesses or any of them.
- (g) To buy, sell, import, export, manufacture, exchange or part exchange, let on hire, build, construct, install, erect, enlarge, improve, adapt, dismantle, re-model, repair and maintain any engine, machinery, plant and material of any description capable of being conveniently made, used or sold in any of the businesses or trades aforesaid.
- (h) To purchase or by any other means acquire, take over and undertake all or any part of the business, property, liabilities and assets of any person, firm or company carrying on or formed to carry on any business for which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and which is calculated to advance the interests of this Company and make more profitable the Company's business and to pay cash or to issue shares, stock, debentures or debenture stock of this Company as the consideration for such purpose of acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (i) To enter into partnership or any arrangement of any kind with any person, persons, firm or company having for its objects similar objects to those of this Company or any of them with a view to increasing the business of the Company.
- (j) To purchase, subscribe for or otherwise acquire shares, stock or other interests in any Company or Corporation.

- (k) To act as agents or brokers for any person, firm or company and to undertake and perform sub-contracts for any person, persons, firms or companies and also to appoint such agents, sub-contractors and brokers and to act in any of the businesses of the Company through them.
- (l) To apply for, register, purchase or by any means acquire and protect and prolong and renew any trade marks, patents, licences, concessions and designs which may be capable of being dealt with by the Company or likely to benefit the Company and to grant licences or privileges thereout.
- (m) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in any other Company.
- (n) To guarantee the payment of any debentures, debenture stock, mortgages, charges, bonds, obligations, interests, dividends, securities, monies or shares or the performance of contracts or engagements of any other Company or person and to give indemnities and guarantees of all kinds whenever considered desirable.
- (o) To invest and deal with the monies of the Company not immediately required in such shares or upon such securities and in such manner and on such conditions as may from time to time be determined.
- (p) To borrow and raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future including its uncalled capital and to re-issue any debentures at any time paid off.
- (q) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and dividends or interest on, any stocks, shares or securities of, and of any other obligations whatsoever of, any company firm or person, and in particular (but without limiting the generality of the foregoing) of the Companies which are for the time being the Company's subsidiary Companies as defined by Section 154 of the Companies Act 1948 or subsequent Acts or otherwise associated with the Company in business.

- (r) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (s) To lend and advance money and give credit to any persons, firms or companies on such terms and conditions as the Company may decide.
- (t) To make advances to customers and others and allow them credit without security to enable them to purchase the goods, produce or products of the Company or use its services and for any other purpose calculated to enhance the Company's business.
- (u) To promote the Company's interests by advertising its products, works or services in any manner and to take part in competitions, displays and exhibitions and offer prizes, gifts and concessions to customers or prospective customers as might seem desirable.
- (v) To remunerate any person, firm or company rendering services to this Company in any manner whatsoever.
- (w) To grant pensions to employees and ex-employees and Directors and ex-Directors or other Officers of the Company, their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to and assist any charitable association and assist in the promotion thereof.
- (x) To pay all and any expenses incurred in connection with the promotion, formation and incorporation of this Company and to promote or aid in the promotion of any other companies.
- (y) To distribute any property of the Company in specie among the members of the Company.
- (z) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses or any of them shall be construed independently of each other and none of the objects herein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £80,000 divided into 15,000 Preferred Ordinary Shares of £1 each and 65,000 Ordinary Shares of £1 each with power to increase or to divide the shares in the capital for the time being into different classes having such rights, privileges and advantages as to voting or otherwise as the Articles of Association may from time to time prescribe.

We, the persons whose names and addresses are subscribed hereafter 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.

<u>Names, Addresses and Descriptions of Subscribers</u>	<u>Number of Shares taken by each Subscriber</u>
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M.R. Chettleburgh Ltd. by Malcolm Roy Chettleburgh a duly authorised Officer, 140/141 Temple Chambers, Temple Avenue, London E.C.4.	One.
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Company Registration Agents.

Chettleburgh International Ltd. by Malcolm Roy Chettleburgh a duly authorised Officer, 140/141 Temple Chambers, Temple Avenue, London E.C.4.	One
--	-----

Company Registration Agents.

Witness to the above signatures :-

Robert S. Kelford,  
5 Artemis Close,  
Gravesend,  
Kent.

Company Director.

11-1-80

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

1475653/4

ARTICLES OF ASSOCIATION of  
PRECISION PRODUCTS HOLDINGS LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations set out in Part II of Table A in the First Schedule to the Companies Act 1948 shall apply to this Company.

2. The following Articles of Part I of Table A shall not apply to this Company videlicet:- 4, 24, 53, 58, 60, 75, 79, 84(2), 84(4), 88, 89, 90, 91 and 92 and the last sentences of Articles 95 and 97 respectively.

SHARES

3. (a) The shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and on such terms as they think proper - subject to the provisions of the next following Article and to Regulation 2 of Part II of Table A and provided that no shares shall be issued at a discount except as provided by Section 57 of the Act.

(b) The Share Capital of the Company at the date of the adoption of this Article is £80,000 divided into 15,000 Preferred Ordinary Shares (in these Articles referred to as "Preferred Ordinary Shares") of £1 each and 65,000 Ordinary Shares of £1 each.

The rights attaching to the said respective classes of shares shall be as follows:-

(i) As regards income

(a) The profits which the Company may determine to distribute in respect of any financial year shall be applied in the first place in paying to the holders of the Preferred Ordinary Shares as a class a fixed cumulative preferential dividend of a net cash sum equal to 10% of the total subscription price paid therefor (hereinafter in these Articles referred to as "the Fixed Dividend") such dividend to be payable half yearly on the 30th June and the 31st December and to be distributed amongst the holders of the Preferred Ordinary Shares pro rata according to the amounts paid up on the Preferred Ordinary Shares held by them respectively.

(b) The holders of the Preferred Ordinary Shares as a class shall also be entitled in respect of each financial year of the Company to a cumulative preferential dividend (hereinafter in these Articles referred to as "the Participating Dividend") of a net cash sum equal to 4% of the net profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relative financial year provided that there shall be deducted from the said amount a sum equal to the total of any Fixed Dividend paid under sub-paragraph (a) above; the Participating Dividend (if any) shall be payable not more than 14 days after the Annual General Meeting at which the Audited Accounts of the Company for the relative financial year are adopted and shall be distributed amongst the holders of the Preferred Ordinary Shares pro rata according to the amounts paid up or credited as paid up on the Preferred Ordinary Shares held by them respectively.

(c) For the purpose of calculating the Participating Dividend the expression "net profit" shall mean the net profit of the Company and its subsidiaries as shown by the Audited Consolidated Profit and Loss Account of the Company and its subsidiaries for the relative financial year (but the said amount shall be subject to such adjustment as may be necessary to ensure that the net profit is calculated to the nearest £1):-

(1) before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to Reserve;

(2) before there has been deducted any corporation tax (or any other tax levied upon or measured by profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;

(3) before there has been deducted a sum in respect of emoluments and pensions payable to the Directors of the Company or any subsidiary.

(d) Subject to payment of the dividends referred to in sub-paragraphs (a) and (b) above any further profits which the Company may determine to distribute in respect of any financial year shall be applied first in paying to the holders of the Ordinary Shares a dividend for such year on each such share of an amount equal to the amount of dividend paid for such year on each Preferred Ordinary Share and subject thereto the balance of the said profits shall be distributed amongst the holders of the Preferred Ordinary and Ordinary Shares (pari passu as if the same constituted one class of share) according to the amounts paid up



or credited as paid up on the Preferred Ordinary and Ordinary Shares held by them respectively.

(ii) As regards capital

On a return of assets on liquidation or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be applied first in paying to the holders of the Preferred Ordinary Shares the subscription price per share, together with a sum equal to any arrears deficiency or accruals of the cumulative dividends on the Preferred Ordinary Shares to be calculated down to the date of the return of capital and to be payable irrespective of whether such dividend has been declared or earned or not; next and subject thereto in paying to the holders of the Ordinary Shares the sum of £1 per share; and the balance of such assets shall belong to and be distributed amongst the holders of the Preferred Ordinary Shares and Ordinary Shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the Preferred Ordinary Shares and Ordinary Shares held by them respectively.

(iii) As regards conversion

The holders of the Preferred Ordinary Shares shall be entitled at any time to convert the whole (but not a part only) of the Preferred Ordinary Shares into Ordinary Shares and the following provisions shall have effect:-

- (a) Such conversion shall be effected either by notice in writing signed by the holder or holders of the majority of the Preferred Ordinary Shares given to the Company or by an Ordinary Resolution passed at a separate meeting of the holders of the Preferred Ordinary Shares which meeting shall be convened by the Directors forthwith upon the request in writing of any holder of such shares;
- (b) Conversion of the Preferred Ordinary Shares into Ordinary Shares shall take effect immediately upon the date of delivery of such notice to the Company or (as the case may be) upon the date on which such resolution is passed (hereinafter called "the date of conversion");
- (c) Forthwith after the date of conversion the holders of the Ordinary Shares resulting from the conversion shall send to the Company the Certificates in respect of their respective holdings of Preferred Ordinary Shares and the Company shall issue to such holders respectively Certificates for the Ordinary Shares resulting from the conversion;

- (d) The Ordinary Shares resulting from the conversion shall for purposes of dividend and voting rank pari passu in all respects with the remaining Ordinary Shares in the capital of the Company.

#### MODIFICATION OF RIGHTS

4. (a) Save as otherwise directed by the Company by the unanimous vote of all the Ordinary Shareholders in General Meeting the Ordinary Shares (but not the Preferred Ordinary Shares) in the original or any increased capital of the Company shall on issue be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them. Any such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time any shares not accepted and any shares which, by reason of the ratio which the shares to be issued, bear to the shares held by persons entitled to an offer thereof cannot, in the opinion of the Directors conveniently be offered under this Article shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of the same to such persons at such times and on such terms as they think proper.

(b) (i) Notwithstanding any other provisions of these Articles if the Directors shall determine to make an issue of any shares forming part of the equity share capital of the Company they shall be bound to offer to any member of the FFI Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of the shares which the Directors determine to issue as the aggregate nominal value of the shares in the equity share capital of the Company for the time being held by such member of the FFI Group bears to the total issued equity share capital of the Company immediately prior to the issue of the shares. Any shares issued to such member of the FFI Group pursuant to such offer shall be issued upon such terms and conditions as to payment and otherwise as ICFC shall agree and so that such shares shall at the request of ICFC be registered in the name or names of any one or more members of the FFI Group.

(ii) For the purposes of these Articles of Association the expressions "FFI" shall mean Finance for Industry Limited, "ICFC" shall mean Industrial and Commercial Finance Corporation Limited (a subsidiary of FFI) and "a member of the FFI Group" shall mean FFI, ICFC and any other subsidiary of FFI.

5. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in

writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those Members who are present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively. Provided that, without prejudice to the generality of this Article, the special rights attached to the Preferred Ordinary Shares shall be deemed to be varied:-

- (i) by an alteration or increase or reduction of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the Shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (ii) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (iii) by the calling of a Meeting of the Company for the purpose of considering a resolution for the winding up of the Company.
- (iv) by the calling of a Meeting of the Company for the purpose of considering any change to the Memorandum and/or Articles of the Company.

#### LIEN

6. The lien conferred by Article 11 in Part I of Table A shall also attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or one of two or more joint holders thereof.

#### TRANSFER OF SHARES

7. (a) A Member desiring to transfer shares shall give notice in writing handed personally or sent by registered or recorded delivery post to their correct and last known address of such intention to the Company, the Directors and all the shareholders of the Company giving particulars of the shares in question. The Directors as agent for the member giving such notice may dispose of such shares or any of them to Members of the Company in a direct and pro rata proportion to their existing holdings at a price to be agreed between the transferor and the Directors or failing agreement at a price fixed by the

Auditors of the Company as a fair value thereof. If within twenty eight days of the date of the said notice the Directors are unable to find a Member or Members willing to purchase all such shares on such conditions the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice but the Directors may in their absolute discretion and without assigning any reason therefor decline to register any such transfer whether or not it is in respect of a fully paid up share or shares.

(b) Notwithstanding any other provisions of these Articles a transfer of any shares in the Company from time to time held by any member of the FFI Group may be made from time to time between such member in the FFI Group holding such shares and any other member in the FFI Group without restriction as to price or otherwise.

(c) Notwithstanding anything in these Articles contained no sale or transfer of any shares (hereinafter called "the specified shares") conferring the right to vote at General Meetings of the Company shall if intended to be made to a person not a member of the Company on the date this Article was adopted as an Article of Association of the Company and which would result if made and registered in a person or persons who was or were not a Member or Members of the Company on that date obtaining a controlling interest in the Company, be made or registered without the previous written consent of ICFC unless, before the transfer is lodged for registration, the proposed transferee or transferees or his or their nominees has or have offered to purchase the whole of the shares registered in the name of any member of the FFI Group or their nominees at the specified price as hereinafter defined.

For the purpose of this Article the expression "a controlling interest" shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the shares in the capital for the time being in issue and conferring the right to vote at all General Meetings. All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article. Notwithstanding anything in this Article no transfer of any share shall after registration of such transfer be deemed to be invalid by reason only that it was made in contravention of the foregoing provisions, if the Directors shall prior to the registration thereof have obtained from the transferor and transferee a Statutory Declaration that so far as the transferor and the transferee are respectively aware the transfer was not being made directly or indirectly in pursuance of any arrangement for the sale or acquisition of a controlling interest in the Company and will not result in such a controlling interest being acquired and any person or persons who was or were not a Member or Members of the Company on the date the Article was adopted as an Article of Association of the Company.

For the purpose of this Article:-

(i) the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renounee under any such lerr of allotment; and

(ii) "the specified price shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the specified shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares 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 the specified share and in the event of disagreement the calculation of the specified price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

#### PROCEEDINGS AT GENERAL MEETINGS

8. At any General Meeting or Meetings of the Directors a Chairman shall be appointed. Any Resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is before or on the declaration of the result of the show of hands) demanded by the Chairman or any member in person or by proxy. Unless a poll is so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution. The demand for a poll may be withdrawn. In the event of an equality of votes the Chairman shall not have a second or casting vote.

#### DIRECTORS

9. The Directors of the Company shall not be more than Seven. The first Directors of the Company shall be the persons named in the Statement delivered to the Registrar of Companies prior to the formation of the Company pursuant to Section 21 of the Companies Act 1976 and deemed to be appointed Directors accordingly.

10. 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.

11. Subject to the provisions of Section 199 of the Companies Act 1948 a Director may contract with and participate in the profits or any contracts or arrangements as if he were not a Director. A Director shall also be capable of voting in respect of such contracts or arrangements, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company, or in respect of the terms thereof and may be counted in the quorum at any Meeting at which any such matter is considered.

#### PROCEEDINGS OF DIRECTORS

12. The Directors of the Company may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote. A Director may and the Secretary on the requisition of a Director shall at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.

#### SECRETARY

13. The first Secretary of the Company shall be Malcolm Roy Chettleburgh.

#### ALTERNATE DIRECTORS

14. Any Director may in writing appoint any person, who is approved by the majority of the Directors, to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an Officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification

#### INDEMNITY


15. Subject to Section 205 of the Act and in addition to such indemnity as is contained in Clause 136 of Part I of Table A every Director, Officer or Official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## DISQUALIFICATION OF DIRECTORS

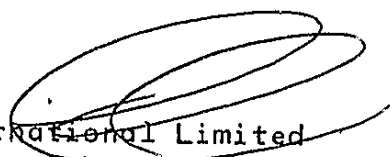
16. The office of a Director shall be vacated;-

- (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 any 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.

Names, Addresses and Descriptions of the Subscribers

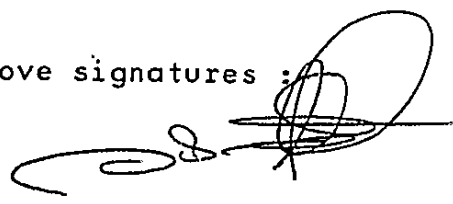
  
M. R. Chettleburgh Limited  
by Malcolm Roy Chettleburgh a duly  
authorised Officer  
140/141 Temple Chambers  
Temple Avenue, London EC4Y 0HE

Company Registration Agents

  
Chettleburgh International Limited  
by Malcolm Roy Chettleburgh a duly  
authorised Officer  
140/141 Temple Chambers  
Temple Avenue, London EC4Y 0HE

Company Registration Agents :

Witness to the above signatures :

  
Robert S. Kelford,  
5 Artemis Road,  
Gravesend,  
Kent.

11-1-80

Company Director



# Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold black lettering

FB

Company number

1475053	5
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Name of Company

PRECISION PRODUCTS HOLDINGS	Limited*
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\* delete if inappropriate

The intended situation of the registered office of the company on incorporation is as stated below

HIGH MILL
ALSTON
CUMBRIA
<del>CUMBRIA</del> <del>ALSTON</del>

If the memorandum is delivered by an agent for the subscribers of the memorandum, please mark 'X' in the box opposite and insert the agent's name and address below

X
---

M. R. CHETTLEBURGH LIMITED,
140/141 Temple Chambers, Temple Avenue, London, E.C.4Y OHE,
tele:- 01.353.1441.

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

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Presentor's reference (if any):

1

For official use	
General section	Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	WILLIAM GEORGE BALL	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	THE OLD MANOR ALSTON CUMBRIA CA9 3JY	Date of birth (where applicable) (note 6)	26-6-1904
Particulars of other directorships (note 5)	PRECISION PRODUCTS (CUMBERLAND) LTD WILLIAM BALL (CASTINGS) LTD		
I hereby consent to act as director of the company named on page 1			
Signature	<i>W G Ball</i>	Date	19/12/79

Name (note 2)	WILLIAM ROGER BALL	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	NEWSHIELD ALSTON CUMBRIA CA9 3NE	Date of birth (where applicable) (note 6)	15-5-1937
Particulars of other directorships (note 5)	PRECISION PRODUCTS (CUMBERLAND) LTD WILLIAM BALL (CASTINGS) LTD		
I hereby consent to act as director of the company named on page 1			
Signature	<i>WR Ball</i>	Date	19/12/79

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

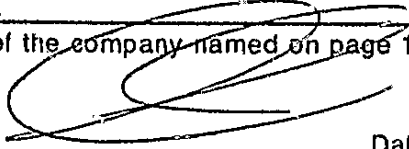
Please do not write in this binding margin



The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

**Important**

The particulars to be given are those referred to in section 1(2)(b) of the Companies Act 1976 and section 100(3) of the Companies Act 1948. Please read the notes in page 4 before completing this part of the form.


Name (notes 2 & 7) MALCOLM ROY CHETTLEBURGH	
Former name(s) (note 3)	
Address (notes 4 & 7) 140/141 Temple Chambers, Temple Avenue, London, E.C.4.	
I hereby consent to act as secretary of the company named on page 1	
Signature 	Date 11.1.80

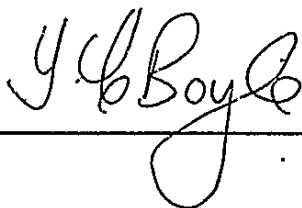
Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

As required by section 21(3) of the Companies Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

delete as appropriate

Signature 	[Subscriber] [Agent]†	Date 11.1.80
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Signature 	[Subscriber] [Agent]†	Date 11.1.80
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## CERTIFICATE OF INCORPORATION

No. 1475653

I hereby certify that

**PRECISION PRODUCTS HOLDINGS LIMITED**

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the **28TH JANUARY 1980**

A handwritten signature in cursive script, appearing to read 'E. A. Wilson'.

**E. A. WILSON**

*Assistant Registrar of Companies*