

Company No. 1516670

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolution passed on

27 October 1993)

OF

TURKISH-BRITISH CHAMBER OF COMMERCE AND INDUSTRY

1. The name of the Company (hereinafter called "the Chamber") is "TURKISH-BRITISH CHAMBER OF COMMERCE AND INDUSTRY"*

2. The Registered Office of the Chamber will be situated in England.

3. The objects for which the Chamber is established are: -

- (1) To study promote protect and extend home and overseas trade, commerce, industry, tourism, manufacturing, shipping, the professions and all other business activities, services and relations in or between the Republic of Turkey, North

* N.B. The Company changed its name from Turkish-British Chamber of Commerce and Industry in the UK Limited to Turkish-British Chamber of Commerce and Industry by Special Resolution passed on 27 October 1993.

Cyprus, the Turkish Republic of Northern Cyprus and the United Kingdom of Great Britain and Northern Ireland or any of them.

- (2) To represent, express and give effect to the views and opinions of the Chamber and of those engaged in any of the above businesses on all matters affecting their interests at international, national, regional and local government level and to provide facilities for the exchange or publication of such views or opinions between the members of the Chamber or between the members and any other persons whatsoever.
- (3) To promote, support or oppose United Kingdom or foreign legislation or other measures of any kind whether proposed or existing and affecting any of the above businesses or the Chamber or its objects.
- (4) To collect, publish, circulate or make known by such means as may be expedient statistics, advertisements and other information, opinion or documents in any form written or otherwise relating to any of the above businesses or the Chamber or its objects.
- (5) To undertake the settlement by arbitration of

disputes arising out of any of the above business or trading commercial or industrial transactions, submitted to its decision.

- (6) To enter into agreements and to co-operate with other Chambers of Commerce and other bodies for the advancement of any of the above businesses and the protection of those conducting them.
- (7) To become a member of or promote the aims and objects of any society, association or company, whether incorporated or not, having objects altogether or in part similar to the objects of the Chamber and to subscribe to and support from the funds of the Chamber any such society, association or company and any local or national charity and to make donations for public purposes.
- (8) To provide, assist or make arrangements for providing services or facilities of any kind which may assist members of the Chamber in the conduct of any of the above businesses or in meeting any legislative or other requirement.
- (9) Without limiting any powers which apart from this sub-paragraph -would be implied, to issue and/or endorse, ratify and legalise documents, guarantees

and certificates concerned with commercial, industrial and other business relationships and activities in accordance with any legislation or other measures whether international, national or local and to charge fees for such services.

(10) To purchase, take on, lease, acquire, exchange, sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, take or grant any right over, undertake or execute any trusts over or otherwise deal with any real or personal property in such manner and on such terms as the Chamber may consider expedient with a view to the promotion of any of the objects of the Chamber.

(11) To borrow, accept or raise money by such means upon such terms for such purposes and on such security if any) as the Chamber may consider expedient.

(12) To invest the moneys of the Chamber not immediately required for its purposes in or upon such investments, securities or property as the Chamber may consider expedient, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as

hereinafter provided.

- (13) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, scrip warrants and other negotiable or transferable instruments.
- (14) To employ and remunerate out of the funds of the Chamber any officers, secretaries, clerks, operators and other persons whose services may be deemed to be necessary or expedient for carrying out any of the objects of the Chamber and to establish and to support or to aid in establishing and supporting associations, institutions, funds, trusts, pension schemes or conveniences designed to benefit officers, employees or past officers or employees of the Chamber or the connections or dependents of such persons.
- (15) To undertake or assist financially or otherwise in legal proceedings affecting the Chamber or its objects subject to the provisions of any law or other measures to which such proceedings are subject and to Clause 4 hereof.
- (16) To do all such other things anywhere in the world as may promote the extension of trade, commerce

and industry or which may be incidental or conducive to the attainment or implementation of the foregoing objects or any of them.

PROVIDED THAT:-

- (i) In case the Chamber shall take or hold any property which may be subject to any trusts, the Chamber shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Chamber shall not exceed to the regulation of relations between workers and employers or organisations or workers and organisations of employers.
- (iii) In case the Chamber shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Chamber shall not sell, mortgage, charge or lease the same without such security, approval or consent as may be required by law, and as regards any such property, the Board or the Executive of the Chamber shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due

administration of such property, in the same manner and to the same extent as they would as such Board or the Executive have been if no incorporation had been effected and the incorporation of the Chamber shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners over such Board or the Executive, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Chamber were not incorporated.

- (17) It is hereby declared that the objects specified in each of the sub-clauses of this clause 3 shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed therein) by reference to or inference from the terms of any other sub-clause but may be carried out in as full and ample a manner and construed in as wise a sense as if each defined the objects of a separate and distinct company.

4. The profits or other the income and property of

the Chamber shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of distribution to members of the Chamber.

PROVIDED THAT

- (i) of reasonable and proper remuneration to any member, officer or servant of the Chamber for any services rendered to the Chamber;
- (ii) of interest on money lent by any member of the Chamber at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England;
- (iii) of reasonable and proper rent for premises demised or let by any member of the Chamber.

5. The liability of the members **of** limited.

6. Every member of the Chamber undertakes to contribute to the assets of the Chamber in the event of the same being wound up during the time that he is a member or within one year after he ceases to be a member

for payment of the debts and liabilities of the Chamber contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1 (one pound).

7. If upon the winding up or dissolution of *the* Chamber there remains after "the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Chamber but shall be given to or transferred to some other institution or institutions having objects similar to the objects of the Chamber, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as is imposed *on the* Chamber under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Chamber at or before the time of dissolution and insofar as effect cannot be given to the aforesaid provision then to some charitable object.

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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

YAHAP ASIROGLU, Turkish
Embassy, 43 Belgrave Square,
London S.W.1

Ambassador to the Court of St. James.

YUKSEL SOYLEMEZ,
Turkish Consulate General,
Rutland Gardens,
Rutland Lodge,
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London SW7 1BW

Consul General

FAIK MUFTUZADE O.B.E., O.G.M., 28
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Representative of the Turkish Federated State of
Kibris,

ISMET KAYA ERDEM, Turkish
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Chief Financial and Economic Counsellor 10

RADAR M. RESAT
Turkish Federated State of Kibris, 28 Cockspur
Street, London S.W.I.

Commercial Counsellor

MILES ALINGTON HAYWARD REINHOLD,
The Middle East Association,
Bury House,
33 Bury Street,
St. James's,
London S.W.1

Trade Relations Manager.

SYDNEY JAMES DUNCAN NOWSON M.A.,
The London Chamber of Commerce and Industry,
69/75 Cannon Street,
London EC4N 5AB

Director of International Division

JOHN LAURENCE, Arthur Anderson &
Co., 1 Surrey Street, London WC2R
2PS

Chartered Accountant.

DAVID SCIALOM Ph.D., M.A.,
United Kingdom Trade Agency for Developing
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69 Cannon Street,
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Deputy Chief Executive

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Barretts, Solicitors, Albert
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Solicitor

ROY C. KEEN
The London Law Agency Limited,
Temple Chambers,
Temple Avenue,
London,
B.C.4

Company Director.

Dated the 26th day of August 1980

WITNESS to the above signatures:-

Esat A. Aziz Daywood,
Accountant & Business Consultant,
76 Vernon Road,
Seven Kings,
Ilford, IG3 8DL