No. of Company 705031 [C.F. 41]

THE COMPANIES ACT, 1948.

REGISTERED 5 OCT 1961

COMPANIES REGISTRATION FEE 5 SHILLINGS

A 5/- Companies Registration Fee Stamp must be *impressed* here

Declaration of Compliance with the requirements of the Companies Act, 1948, on application for Registration of a Company.

Pursuant to Section 15 (2)

(SEE FOOTNOTE OVERLEAF.)

NAME OF COMPANY ELCOM (NORTHAMPTON) LIMITED.

CAT. No. C.F.41. S966 (R)

SHAW & SONS
LIMITED
Law Stationers and Company Registration Agents.
7, 8 & 9, Fetter Lane, Fleet Street, E.C.4

Presented by

Messrs. Ray & Vials,
9 Spencer Parade,
Northampton

29 SEP 1961

I, ALAN EDWARD BERRISFORD

of Arncliffe House, 9 Spencer Parade, in the County Borough

of Northampton

DO solemnly and sincerely declare that I am (*a*) [a Solicitor of the Supreme Court engaged in the formation] [~~a person named in the Articles of Association as a Director/Secretary~~],

of Elcom (Northampton)

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 Northampton

in the County of Northampton

the 26th *day of* September

One thousand nine hundred and sixty one

before me,

A Commissioner for Oaths (*b*)

A. E. Berrisford

This margin to be reserved for binding.

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

(*a*) Delete words not required.

(*b*) or Notary Public or Justice of the Peace.

No. OF COMPANY 705031 / 2

COMPANY HAVING A SHARE CAPITAL.

Inland Revenue Duty Stamp to be impressed here.

NAME OF COMPANY ELCOM (NORTHAMPTON)

LIMITED.

Statement of the Nominal Capital

made pursuant to Section 112 *of the Stamp Act,* 1891.

(NOTE.—The stamp duty on the Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

The Nominal Capital of the above-named Company is £ 25,000

Signature [illegible]

Date 26th September 1961 *Description* Director

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

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

CAT. No. C.A.25. 6213 (n)

SHAW & SONS
LIMITED
Law Stationers and Company Registration Agents
7, 8 & 9, Fetter Lane, Fleet Street, E.C.4

Presented for registration by

Messrs. Ray & Vials,
9 Spencer Parade,
Northampton

705031/3

705031

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

ELCOM (NORTHAMPTON) LIMITED.

1. The name of the Company is "ELCOM (NORTHAMPTON) LIMITED".

2. The Registered Office of the Company will be situate in England.

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

(1) (a) To carry on business as manufacturers and repairers of, and dealers in electronic components and electronic equipment of every description, electrical plant, machinery, equipment and supplies of every kind, generators, dynamos, motors, armatures, magnetos, batteries, conductors, insulators, transformers, converters, switchboards, stoves, cookers, artificial lighting apparatus, heating and ventilating plant and apparatus, refrigerators and cold storage plant and apparatus, wireless and television sets, cinema equipment, apparatus and components, ironmongery, hardware, and metal, rubber, ceramic and plastic goods of every description.

(b) To carry on business as electronic engineers, electrical engineers and general electrical installation contractors, lighting specialists and contractors, wireless engineers and service agents, motor, mechanical, power and general engineers, steel makers and converters, ironfounders, ironmasters, machinists, glass makers, wood and timber merchants, joiners, metal refiners and workers, plastic workers, haulage contractors, and proprietors of garages and service stations.

(c) To carry on the business of motion picture producers and for these purposes to construct or acquire studios, offices, locations and apparatus and machinery for the production of motion pictures.

(d) To develop, experiment and carry on any research for the improvement of motion pictures, colour photography, sound reproduction and any other process tending to improve motion pictures or any other entertainment given in places where motion pictures are shewn.

(e) To undertake or enter into arrangements for the design or development of any of the above manufactures, equipments, components or processes or any investigation concerned with the design, development or manufacture of the same.

(2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.

(4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.

(5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business or to join with others in doing any of the things aforesaid.

(6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.

(7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the Shares in the Company's Capital, or any Debentures, Debenture Stock or other Securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares or procuring subscriptions for Shares.

(9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.

(10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions, or secret processes which may be useful for the Company's objects, and to grant licences to use the same.

(11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.

(12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.

(13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm or company carrying on any business of a nature similar to that which this Company is authorised to carry on.

(15) To amalgamate with any company having objects similar to those of this Company.

(16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.

(17) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition, or for any public, general or useful object which the Directors may think desirable or advantageous to the Company.

(18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.

(19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.

(20) Subject to the provisions of Section 54 of the Companies Act, 1948, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.

(21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.

(22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(23) To grant bonuses, gratuities, pensions or charitable aid to officers of and persons employed by the Company.

(24) To distribute any of the property of the Company among its Members in specie.

(25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £25,000, divided into 25,000 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions, or disqualifications so attached shall be altered, affected, or interfered with except in the manner provided in Regulation 4 of Part I of Table A in the First Schedule to the Companies Act, 1948.

WE, the several persons whose Names and Addresses 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.	No. of Shares taken by each Subscriber.
Walter Stanley Cator. (W.S. CATOR) "Brier Hey" ("BRIER HEY) Park View Kettering Road Moulton Northants. Electronic Design Engineer	One
Doris Amy Cator (D.A. CATOR) Brier Hey Park View Kettering Rd Moulton Northants (Housewife)	One
TOTAL SHARES TAKEN.	TWO

Dated this 26th day of September 1961

Witness to the above Signatures:-

R. E. Burrows (A.E. BERRIDGE)

Solicitor
Northampton

705031/4

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

ELCOM (NORTHAMPTON) LIMITED.

REGISTERED 5 OCT 1961

PRELIMINARY AND INTERPRETATION.

1. The following shall be the Articles of the Company. The regulations contained in Table A of the First Schedule to the Companies Act, 1948, are excluded and shall not apply to the Company, except in so far as the said regulations are hereinafter expressly stated to apply to the Company. In case of any difference or inconsistency between the provisions of these Articles and the regulations of the said Table A hereinafter expressly referred to, the provisions of these Articles shall prevail.

2. In these Articles:-

"the Act" means the Companies Act, 1948;

"the seal" means the Common Seal of the Company;

"the Secretary" means any person appointed to perform the office of Secretary of the Company;

"the United Kingdom" means Great Britain and Northern Ireland;

"Table A" means Part I of Table A of the First Schedule to the Act;

"the Articles" means the Articles of Association of the Company as originally hereby framed, or as altered by special resolution, except that where there is a reference to a number of a clause of the Articles, it shall be deemed to refer to the clause as numbered in the Articles as herein printed, and not in any subsequent alteration of the Articles.

Expressions referring to writing, shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in the Articles shall bear the same meaning as in the Act.

3. The Company is a private company within the meaning of the Act, and accordingly:-

(a) The right to transfer Shares is restricted in the manner hereinafter prescribed;

Cut. 15(a)

(b) The number of members of the Company is limited to fifty, exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment to be, members of the Company; provided that where two or more persons hold one or more Shares in the Company jointly, they shall for the purpose of this Clause be treated as a single member;

(c) Any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited; but nevertheless an offer or invitation may be made to the members and debenture holders of the Company, subject to the provisions of Sub-Clause (b) of this Clause, to subscribe for Shares or Debentures of the Company, if such an offer or invitation can properly be regarded as a domestic concern of the persons making and receiving it, whether because it is not calculated to result directly or indirectly in the Shares or Debentures becoming available for subscription or purchase by persons other than those receiving the offer or invitation, or otherwise;

(d) The Company shall not have the power to issue Share Warrants to bearer.

ALTERATION OF ARTICLES.

4. The Company may from time to time alter or add to any of these Articles by passing and registering a special resolution in the manner prescribed by the Act. No Member of the Company shall be bound by any alteration made in the Memorandum of Association or in the Articles after the date on which he became a Member, if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the Share Capital of, or otherwise to pay money to, the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

SHARES.

5. Regulations 2 to 10, inclusive, of Table A shall apply.

LIEN.

6. The Company shall have a first and paramount lien on every Share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Clause. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

7. Regulations 12 to 14, inclusive, of Table A shall apply.

CALLS ON SHARES.

8. Regulations 15 to 21, inclusive, of Table A shall apply.

TRANSFER OF SHARES.

9. If any Member wishes to transfer his Shares, or any of them, the Member wishing to transfer his Shares (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such Shares. The said transfer notice shall specify the number of Shares which the transferring Member wishes to transfer, and the sum estimated by the transferring Member to be the value of each of such Shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

10. The receipt by the Directors of a transfer notice shall constitute an authority to them to offer for sale the Shares which the transferring Member wishes to transfer at a fair value, to be ascertained as follows:-

(a) If the Directors shall approve the sum estimated by the transferring Member as the value of the Shares, then such sum shall be the fair value;

(b) If the Directors, at their discretion, shall not approve the sum estimated as the said value by the transferring Member, they shall request the Auditor of the Company to make, in writing, a valuation of the current value of the said Shares, and the sum thus fixed by the Auditor shall be the fair value;

(c) If for any reason the Auditor shall refuse to, or for any other reason shall not, make the said valuation, the Directors, with the consent in writing of the transferring Member, shall request any other person whom they think fit to make the said valuation in the same manner as prescribed in sub-clause (b) of this Clause, and the sum thus fixed by this person shall be the fair value.

11. When the fair value of the Shares which the transferring Member wishes to transfer shall have been fixed in the manner prescribed in Clause 10 of the Articles, the Directors shall cause a notice in writing to be sent to the transferring Member, informing him of the fair value of the Shares, and shall also cause a notice to be sent to every other Member of the Company, stating the number and the fair value of the said Shares, and shall therein invite each of such Members to give notice, in writing, within fourteen days, whether he is willing to purchase any, and if so what maximum number, of the said Shares.

12. If at the expiration of the fourteen days referred to in Clause 11 of the Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the Shares which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member, and the transferring Member shall complete and execute a transfer of those of the said Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member, and shall deliver up the said transfer and the relative share certificates to the purchasing Member in exchange for the purchase money. If at the expiration of the said fourteen days two or more Member (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the said Shares, the Directors shall apportion the said Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively, provided that none of the purchasing Members shall be obliged to take more than the maximum number of the said Shares which he has expressed his willingness to take in the said notice. If the number of the purchasing Members exceeds the number of the said Shares, the Directors shall not apportion more than one of the said Shares to any one of the purchasing Members, and shall select as the transferees of the said Shares those of the purchasing Members having larger holdings of Shares in the Company

in preference to those of the purchasing Members having smaller holdings of Shares in the Company. The Directors shall then inform the transferring Member of the names and addresses of the purchasing Members or of those of them who shall have been selected as transferees by the Directors in accordance with the provisions of this Clause, and the number of Shares to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members or those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause, and shall deliver up the transfers and the relative Share Certificates to the Members to whom he has transferred his Shares, in exchange for the purchase money.

13. Notwithstanding anything in Clause 12 of the Articles, when under the provisions of the said Clause, the transferring Member has transferred some of the Shares in respect of which a Share Certificate has been issued to one transferee, and other of the Shares in respect of which the same Share Certificate has been issued to one or more other transferees, the transferring Member shall deliver the said Share Certificate and the transfers not to the said transferees, but to the Company, and the Secretary shall retain the said Share Certificate, and shall certify on the transfers that the relative Share Certificates for the transferring Member's Shares have been duly lodged in the office of the Company.

14. If the Directors shall be unable, within one month after the receipt of the transfer notice referred to in Clause 9 of the Articles, to find a purchaser for all or any of the Shares which the transferring Member wishes to transfer among the Members of the Company, the transferring Member may transfer the said Shares or those thereof which remain unsold under the provisions of Clause 12 of the Articles to any person, even though such person is not a Member of the Company, and at any price which may be agreed between the transferring Member and the said person; but notwithstanding anything contained in this Clause, the Directors may refuse to register the transfer and the said person as a Member of the Company under the provisions of Clause 15 (a) of the Articles and of Regulation 25 of Table A.

15. (a) The Directors may, in their absolute discretion, and without assigning any reason therefor, refuse to register any transfer of any Share, whether or not it is a fully paid up Share.

(b) Regulations 22 and 23, and Regulations 25 to 28, inclusive, of Table A shall apply.

TRANSMISSION OF SHARES.

16. Regulations 29 to 32, inclusive, of Table A shall apply.

FORFEITURE OF SHARES.

17. Regulations 33 to 39, inclusive, of Table A shall apply.

ALTERATION OF CAPITAL.

18. Regulations 44 to 46, inclusive, of Table A shall apply.

GENERAL MEETINGS.

19. Regulations 47 to 49, inclusive, of Table A shall apply.

NOTICE OF GENERAL MEETINGS.

20. Regulations 50 and 51 of Table A shall apply.

PROCEEDINGS AT GENERAL MEETINGS.

21. (a) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two or more Members personally present and holding, or representing by proxy, not less than Five per cent. of the issued Capital of the Company, shall be a quorum.

(b) Regulation 52, and Regulations 54 to 61, inclusive, of Table A shall apply.

VOTES OF MEMBERS.

22. Regulations 62 to 73, inclusive, of Table A shall apply.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.

23. Regulation 74 of Table A shall apply.

RESOLUTIONS IN WRITING.

24. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

DIRECTORS.

25. (a) The number of the Directors of the Company shall be the number fixed from time to time by the Company in General Meeting but need not exceed one. The first Director of the Company shall be Walter Stanley Cator of Brooklyn, Kettering Road, Northampton. If and so long as there is a sole Director he shall have authority to exercise all the powers, authority and discretions by the Articles expressed to be vested in the Directors, and the Articles shall be interpreted as modified accordingly.

(b) Subject to the provisions of Section 184 of the Act and Regulation 96 of Table A, and of Clause 30 of the Articles, the

said Walter Stanley Cator, so long as he continues to be the beneficial holder of One Share in the Company, shall remain a Director of the Company, and shall not be subject to retirement by rotation under the provisions of Regulation 89 of Table A, until he shall die or elect to retire.

(c) The qualification of a Director shall be the holding as beneficial owner of at least One Share of the Company. A Director may act before acquiring his qualification, but it shall be his duty to acquire his said qualification within two months after his appointment.

(d) Regulations 76 and 78 of Table A shall apply.

POWERS AND DUTIES OF DIRECTORS.

26. Any Director may from time to time appoint any person to be an alternate or substitute Director, provided that such appointment is approved by a Special Resolution passed by the Company in General Meeting. The appointee, while he holds office as an alternate or substitute Director, shall be entitled to receive notice of the Meetings of the Directors, and of committees of the Directors, and to attend and vote thereat, and to act, to the same extent as the Director appointing him, but he shall not require any qualification, and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him, as may be agreed between the said Director and the appointee. Any appointment so made may be revoked at any time by the appointor or by a resolution of the Directors, or by an Ordinary Resolution of the Company in General Meeting. Any appointment, or revocation by the appointor, made under this Clause shall be in writing, and notice in writing shall be given to the registered office of the Company or to some other place as the Company may determine from time to time.

27. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information, supported if the Directors so require by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of Section 129 (4) of the Act.

28. (a) A Director may vote and be counted in the quorum at any meeting of the Directors in respect of any contract or proposed contract or arrangement with the Company whether or not such Director is directly or indirectly interested in any such contract or proposed contract.

(b) Regulations 80 to 83, inclusive, Sections (1), (3), (4) and (5) of Regulation 84, and Regulations 85 to 87, inclusive, of Table A shall apply.

29. Upon any Director, Manager or other officer or servant of the Company retiring from his office or duties, the Directors may grant to him in consideration of his services to the Company such sum of money, pension or annuity as they may think fit, but in the case of a Director such grant shall be subject to ratification by a General Meeting and shall only become operative upon such ratification being obtained.

DISQUALIFICATION OF DIRECTORS.

30. The office of Director shall be vacated if the Director:-

(a) Ceases to be a Director by virtue of Section 182 of the Act; or

(b) Becomes bankrupt, or makes any arrangement or composition with his creditors generally; or

(c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or

(d) Is found lunatic or becomes of unsound mind; or

(e) Gives to the Directors one month's notice in writing that he resigns his office of Director, in which event the said office shall be vacated at the expiration of such month; or

(f) Shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

31. A person otherwise eligible, and not excluded by the provisions of any other clause in the Articles, may be appointed a Director in the manner provided in the Articles, notwithstanding that he is over seventy years of age at the time of his appointment as a Director; and subject to any other provision in the Articles, a Director may continue to hold office as a Director notwithstanding that he has reached the age of seventy, and no Director shall retire at the conclusion of the first Annual General Meeting after he has reached the age of seventy or at any other time merely because he has reached the age of seventy or any other age. The provisions of Section 185 of the Act shall not apply to the Company at any time whether or not at that time the Company is by statute exempted from those provisions.

ROTATION OF DIRECTORS.

32. Regulations 89 to 97, inclusive, of Table A shall apply, unless herein otherwise expressly provided.

PROCEEDINGS OF DIRECTORS.

33. (a) The quorum necessary for the transaction of business at a Meeting of the Directors shall (until otherwise determined by the Company in General Meeting) be one, and one Director present alone at a duly convened Meeting of the Board of Directors may

act and pass resolutions, and such acts and resolutions shall be as valid as if they had been performed or passed by a majority of the Directors present at a Meeting of the Directors attended by more than one Director.

(b) Regulation 98, and Regulations 100 to 106, inclusive, of Table A shall apply.

BORROWING BY DIRECTORS.

34. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money, for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property or assets of the Company, both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other securities, charged upon the said property or assets of the Company.

MANAGING DIRECTOR.

35. Subject to the provisions of Section 184 of the Act, and Regulation 96 of Table A, and of Clause 30 of the Articles, the said Walter Stanley Cator, referred to in Clauses 25 (a) and 25 (b) of the Articles, so long as he shall continue to hold as beneficial owner One Share in the Company and to be a Director of the Company under the provisions of Clause 25 (b) of the Articles, shall be the permanent Managing Director of the Company, and shall be entitled to exercise all the powers, authorities and discretions conferred by the Articles on the Directors.

SECRETARY.

36. Regulations 110 to 112, inclusive, of Table A shall apply.

SEAL.

37. Regulation 113 of Table A shall apply.

DIVIDENDS AND RESERVE.

38. Regulations 114 to 122, inclusive, of Table A shall apply.

ACCOUNTS.

39. Regulations 123 to 127, inclusive, of Table A shall apply.

CAPITALISATION OF PROFITS.

40. Regulations 128 and 129 of Table A shall apply.

AUDIT.

41. Regulation 130 of Table A shall apply.

NOTICES.

42. Regulations 131 to 134, inclusive, of Table A shall apply.

WINDING UP.

43. Regulation 135 of Table A shall apply.

INDEMNITY.

44. Regulation 136 of Table A shall apply.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Walter Stanley Cator.
"Briers Hey"
Park View
Kettering Road
Moulton Northants.

Electronic Design Engineer.

Cyril Amy Cator
Briers Hey
Park View
Kettering Rd.
Moulton Northants

(Housewife)

Dated this 26th day of September 1961

Witness to the above Signatures:-

A. S. Burrows
Solicitor
Northampton.

C. 173

DUPLICATE FOR THE FILE

No. 705051

Certificate of Incorporation

I Hereby Certify, that

ELCOM (NORTHAMPTON) LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this Fifth day of October One Thousand Nine Hundred and Sixty one.

Assistant Registrar of Companies.

Certificate received by } _____ Date 5 OCT 1961

(Q1439) 46579/2812 25M 12/60, Q(1920) 38373/4312 25M 5/61 ATES. 746

Number of Company } 705051

COMPANIES REGISTRATION OFFICE 13 III 64

FEE PAID FIVE SHILLINGS COMPANIES REGISTRATION L2

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 141 (2))

OF

The blanks in this heading may be filled up in *writing*.

ELCOM (NORTHAMPTON) LIMITED

Passed 19th February, 1964.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered office on the Weedon Road Industrial Estate, Northampton

on the 19th day of February, 1964, the subjoined Special Resolution was duly passed, viz.:—

The Special Resolution(s) must be printed on this space, and not affixed to or written on it, except in the case of an exempt private company when it may be typed. See s. 143 (1) and Note overleaf.

RESOLUTION

That it is expedient on the recommendation of the Board of Directors to capitalise the sum of £11,201 being part of the sums standing to the credit of the Profit and Loss Account of the Company as at 30th September 1963 and that in accordance with Article 40 of the Articles of Association of the Company such sum be capitalised and applied on behalf of the ordinary Shareholders registered at the close of business on the 31st December 1963 in paying up in full at par 11201 unissued ordinary shares of £1 each which shares shall be distributed to such shareholders at the rate of one New Ordinary Share credited as fully paid up for each Ordinary Share held by the ordinary Shareholders on the said date.

REGISTERED 13 MAR 1964

COMPANIES REGISTRATION OFFICE 13 MAR 1964

Signature Walter S. Cole

Chairman

To be signed by the Chairman, a Director, or the Secretary of the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s). See section 143 (1) and (4) printed overleaf.

MAR 1964 358

Section 143 of the Companies Act, 1948, provides (*inter alia*) as follows:—

(1) A printed copy of every resolution or agreement to which this section applies shall, within fifteen days after the passing or making thereof, be forwarded to the registrar of companies and recorded by him:

Provided that an exempt private company need not forward a printed copy of any such resolution or agreement if instead it forwards to the registrar of companies a copy in some other form approved by him.

* * * * *

(4) This section shall apply to—

(*a*) special resolutions;

(*b*) extraordinary resolutions;

(*c*) resolutions which have been agreed to by all the members of a company, but which, if not so agreed to, would not have been effective for their purpose unless, as the case may be, they had been passed as special resolutions or as extraordinary resolutions;

(*d*) resolutions or agreements which have been agreed to by all the members of some class of shareholders but which, if not so agreed to, would not have been effective for their purpose unless they had been passed by some particular majority or otherwise in some particular manner, and all resolutions or agreements which effectively bind all the members of any class of shareholders though not agreed to by all those members;

(*e*) resolutions requiring a company to be wound up voluntarily, passed under paragraph (*a*) of subsection (1) of section two hundred and seventy-eight of this Act.

* * * * *

NOTE.—In the case of an exempt private company the Registrar of Companies under the proviso to s. 143 (1) will accept a typed top copy on durable paper, provided that there is on the file (e.g., on the last Annual Return) a certificate that the company is an exempt private company. If no such certificate is on the file, the certificate below should be completed.

CERTIFICATE

WE CERTIFY that, to the best of our knowledge and belief, the conditions mentioned in subsection (2) of section one hundred and twenty-nine of the Companies Act, 1948, are satisfied at the date of this certificate and have been satisfied at all times since* 5th October 1961

Dated this 2nd day of March, 1964.

Director.

Secretary.

* NOTE.—Insert "1st July, 1948" (the date of the commencement of the Companies Act, 1948), or, if the company was registered after that date, the date on which it was registered, or, if the proviso to s. 129 (1) of the Companies Act, 1948, has effect, the time at which it was shown to the Board of Trade that the conditions mentioned in the certificate were satisfied.

Number of Company 705031

COMPANIES REGISTRATION OFFICE 21 VIII 64

FEE PAID £ 00.25 COMPANIES REGISTRATION

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 7th day of August 1964

REGISTERED 21 AUG 1964

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton, on Friday the 7th day of August, 1964, the following ORDINARY RESOLUTION was duly passed :-

RESOLUTION

That the capital of the Company be increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

Director.

COMPANIES REGISTRATION OFFICE 21 AUG 1964

Form 10.

No. of Company 705031

THE COMPANIES ACTS, 1948.

FEE PAID £ 06·50 COMPANIES REGISTRATION OFFICE

COMPANIES REGISTRATION

Notice of Increase in Nominal Capital.

Pursuant to Section 63.

Name of Company: ELCOM (NORTHAMPTON) **Limited.**

This Notice must be sent to the Registrar within 15 days from the date of the passing of the Resolution by which the Increase has been authorised, under a penalty for default.

A Statement of the increase of the Nominal Capital must be filed pursuant to S. 112, Stamp Act, 1891, as amended by S. 39 of the Finance Act, 1920. If not so filed within 15 days of the passing of the Resolution, interest on the duty at the rate of 5 % per annum will be charged by virtue of S. 5 of the Revenue Act, 1903.

REGISTERED 21 AUG 1964

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
85 & 86, London Wall, London, E.C.2;
107, Park Lane, Marble Arch, W.1;
77, Colmore Row, Birmingham, 3; 109, The Headrow, Leeds.

COMPANIES REGISTRATION OFFICE 21 AUG 1964

Ray & Vials, Solicitors,
9 Spencer Parade, Northampton.

[C.A. 38.]

TO THE REGISTRAR OF COMPANIES.

Elcom (Northampton) Limited, hereby gives you notice pursuant to section 63 of The Companies Act, 1948, that by (a) an Ordinary Resolution of the Company dated the 7th day of August, 19 64, the nominal Capital of the Company has been increased by the addition thereto of the sum of £ 25,000. beyond the Registered Capital of £ 25,000.

The additional Capital is divided as follows:—

Number of Shares	Class of Shares	Nominal amount of each share
25,000	Ordinary	£1

The Conditions (b) subject to which the new Shares have been or are to be issued are as follows:—

NIL

Signature [signature]
(State whether Director or Secretary.)

Dated the 20th day of August 19 64.

(a) "Ordinary," "Extraordinary," or "Special."
(b) *e.g.*, voting rights, dividend rights, winding up rights, etc.
(If any of the new Shares are Preference Shares state whether they are redeemable or not.)

No. of Certificate 705031.

Form 26A.

ONE HUNDRED POUNDS

ELCOM (NORTHAMPTON) LIMITED

TWENTY POUNDS

Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891. (NOTE.—The Stamp Duty on an increase of Nominal Capital is 10 shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

FIVE POUNDS

REGISTERED 21 AUG 1964

This statement is to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
85 & 86, LONDON WALL, LONDON, E.C.2;
107, PARK LANE, MARBLE ARCH, W.1;
77, COLMORE ROW, BIRMINGHAM, 3; 109, THE HEADROW, LEEDS, 1.

COMPANIES REGISTRATION OFFICE 21 AUG 1964

Presented by Ray & Vials, Solicitors,

9 Spencer Parade, Northampton.

[C.A. 89]

The NOMINAL CAPITAL of

Elcom (Northampton) Limited

has by a Resolution of the Company dated 7th August, 1964

been increased by the addition thereto of the sum of £ 25,000, divided into

25,000 shares of £ 1 each beyond the Registered Capital of

£25,000.

Signature

Director.

State whether Director or Secretary

Date 20th day of August 19 64.

NOTE—This margin is reserved for Binding, and must not be written across.

Number of Company 705031

FEE PAID £ 50·25 COMPANIES REGISTRATION

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 17th day of September 1964.

REGISTERED 30 SEP 1964

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton on Thursday the 17th day of September 1964, the following SPECIAL RESOLUTIONS were duly passed:-

RESOLUTIONS

1. THAT Eight thousand eight hundred and seventy-one of the unissued Shares of One Pound each in the capital of the Company be designated "A" Shares and the remaining Forty-one thousand one hundred and twenty-nine Shares of One Pound each be designated Ordinary Shares all having the rights and being subject to the restrictions set out in the next following Resolution:-

2. SUBJECT to the passing of Resolution 1 set out above THAT the Articles of Association of the Company be altered as follows :-

(i) The following new Articles shall be added immediately after Article 5 :-

"5A. The Share Capital at the date of adoption of this Article is Fifty thousand pounds divided into Forty-one thousand one hundred and twenty-nine Ordinary Shares and Eight thousand eight hundred and seventy-one "A" Shares all of One Pound each. The Ordinary Shares and "A" Shares shall rank pari passu in all respects and shall form a single class of shares (except as hereinafter appearing) but the "A" Shares shall confer on the holders thereof the special rights hereinafter declared and such rights shall be subject to variation in the manner provided by Regulation 4 of Table A Part 1 and not otherwise.

5B Unless otherwise determined by the Company by Special Resolution any original shares for the time being unissued and any new shares from time to time to be created shall before they are issued be offered to the

WATERLOW & SONS LIMITED LONDON WALL COMPANY REGISTRATION 30 SEP 1964

30 SEP 1964

members in proportion as nearly as may be to the number of shares held by them. 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 or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Directors may subject to these Articles dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided. If any shares other than Preference Shares shall be allotted to the holders of Ordinary Shares and "A" Shares (whether for cash or otherwise) pro rata to their holdings thereof the shares so allotted to the holders of the Ordinary Shares shall consist of further Ordinary Shares and the shares so allotted to the holders of "A" Shares shall consist of further "A" Shares.

(ii) Article 9 shall be deleted and the following new Articles shall be substituted therefor :-

"9A. Subject only to Article 3 hereof any shares may at any time be transferred to a person who is already a holder of shares of the same class as those comprised in the transfer and any member may at any time transfer any of his shares to any relative of his or to the trustees for the time being of a settlement (being a family settlement within the meaning of paragraph 3 (2) (b) of the Seventh Schedule to the Act) made by a member or a deceased member or arising under his Will or intestacy and the personal representatives of a deceased member may transfer any of the shares registered in the name of the deceased member to any relative of the deceased member becoming entitled to such shares under the Will or on the intestacy of such deceased member or to the trustees for the time being of any such settlement as aforesaid. In this Article "relative" means and includes either parent and the lineal descendants of either parent of the member or deceased member and any wife widow husband or widower of any such descendant or of the member or deceased member himself or herself.

9B. Except in the case of a transfer of shares expressly authorised by the last preceding Article any person whether a member of the Company or not wishing to transfer or requiring the Company to register a transfer of any shares (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such shares. Shares of different classes shall not be included in the same transfer notice and should they be the transfer notice may be treated as invalid. The transfer notice shall specify the number of shares which the transferring Member wishes to transfer and the sum estimated by the transferring Member to be the value of each of such shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

(iii) The words "holding shares of the same class as those included in the transfer notice" shall be inserted in line 6 of Article 11 after the words "Member of the Company" and the word "twenty-eight" shall be substituted for the word "fourteen" in the penultimate line of Article 11 and the first and thirteenth lines of Article 12.

(iv) Article 14 shall be deleted and the following new Articles shall be substituted therefor :-

"14A. If the Directors shall be unable within two months after the receipt of the transfer notice referred to in Article 9 to find a purchaser for all or any of the shares which were the subject of the transfer notice the Directors shall cause the like notice as has already been given to every other member of the Company (holding shares of the same class as those included in the transfer notice) to be given to every member of the Company holding shares of any other class and the provisions of Articles 12 and 13 shall thereafter be applied accordingly.

14B. If the Directors shall be unable within four months after the receipt of the transfer notice referred to in Article 9B to find a purchaser for all or any of the shares which the transferring Member wishes to transfer among the Members of the Company the transferring Member may transfer the said shares or those thereof which remain unsold under the provisions of Clause 12 of the Articles to any person even though such person is not a member of the Company and at any price which may be agreed between the transferring Member and the said person.

(v) Article 15(a) shall be deleted and Article 15(b) shall be renumbered 15.

(vi) Article 25(c) shall be deleted and the following new Article shall be substituted therefor :-

"(c) The holders of a majority of the "A" Shares for the time being issued may from time to time appoint one Director who shall be called the 'A' Director. The first 'A' Director shall be JOHN GEORGE LEECH. Any subsequent such appointment shall be in writing signed by the holders of the "A" Shares making such appointment and shall be effective from the time that it is delivered at the Registered Office. The holder or holders of a majority of the "A" Shares may in like manner remove from office any Director so appointed and appoint another Director in the place of any person so removed or otherwise ceasing to be a Director after having been so appointed. The 'A' Director shall not be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors and any casual vacancy in the office of 'A' Director shall be filled only in accordance with the provisions of this Article but subject as aforesaid the provisions of these Articles shall apply to the 'A' Director as they apply to the remaining Directors.

By Order of the Board

Secretary

70503/27

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

£00·25

COMPANIES REGISTRATION

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

REGISTERED
16 JUL 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of "A" Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

"RESOLVED that the holders of the "A" Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

CHAIRMAN

228

HOOKS & COX
8, NEW SQUARE
LINCOLN'S INN, W.C.2
SOLICITORS

COMPANIES REGISTRATION OFFICE
16 JUL 1965

705031/28

COMPANIES REGISTRATION OFFICE 16 VII 65

FEE £ 1 PAID 4/- 00·25 COMPANIES REGISTRATION

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

REGISTERED 16 JUL 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of Ordinary Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

"RESOLVED that the holders of the Ordinary Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

CHAIRMAN

227

HOOKS & CO. 9, NEW SQUARE LINCOLN'S INN, W.C.2 SOLICITORS.

REGISTRATION OFFICE 16 JUL 1965

100031/29

COMPANIES REGISTRATION OFFICE 16 VII 65

THE COMPANIES ACT 1948

FEE PAID £ 60-25 COMPANIES REGISTRATION

COMPANY LIMITED BY SHARES

R E S O L U T I O N S

- of -

ELCOM (NORTHAMPTON) LIMITED

REGISTERED 16 JUL 1965

Passed the 9th day of July 1965

AT an Extraordinary General Meeting of the Members of the above Company held at Arncliffe House, 9 Spencer Parade Northampton at 10.45 a.m. on the 9th day of July 1965 the following Resolutions were duly passed : -

SPECIAL RESOLUTIONS

1. "RESOLVED that the Articles of Association of the Company be amended in manner following namely :-

(1) By the substitution of the following Article for Articles 25 (a)(b)(c) namely :-

25.(a) Until determined otherwise by the Company in general meeting the number of Directors shall not be less than 2 nor more than 10.

(b) The qualification of a Director shall be the holding of such shares as shall from time to time be fixed by the Company in General Meeting and until so fixed no qualification shall be necessary.

(2) By the deletion of Articles 5 (A), 5 (B), 9 (A), 9 (B), 10, 11, 12, 13 and 14 (A) and 14 (B) and 25 (c) and the substitution therefor of the following Article :-

9. Subject to Articles 3 (b) and 15 (a) a shareholder may transfer all or any of his shares to any other person whether a member or not.

3. THAT after the issue of such Ten thousand and ninety one new Ordinary Shares the original Ordinary Shares and "A" Shares of the Company numbered 1 to 30,273 be converted into Preference Shares.

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4. THAT to all the said Preference Shares shall be attached the special rights and privileges following that is to say : -

(a) The right to a fixed cumulative preferential dividend at the rate of five per cent per annum on the capital for the time being paid thereon payable yearly on the 30th day of April in each year.

(b) The right in a winding up to have the capital paid up thereon and all arrears of dividend up to the date of commencement of the winding up paid up in priority to any payment out of capital of ordinary shares but with no further or other right to participate in the profits or assets of the Company.

(c) The Preference Shareholders shall not be entitled to have notice of any General Meeting of the Company nor to vote on any Resolution proposed at such a Meeting unless the Meeting be dealing with the sale of the undertaking of the Company or there be a Resolution before the Meeting affecting the rights of the Preference Shareholders in which event each of such Preference Shareholders shall be entitled to one vote per share.

ORDINARY RESOLUTION

2. That the sum of £10,091 being part of the amount standing to the credit of the Company's Share Premium Account be capitalised and that such sum be appropriated as capital to and amongst the Members registered at the close of business on the 30th day of April 1965 as the holders of the Ordinary Shares and the "A" Shares of the Company in the proportion in which such sum would have been divisible amongst them had the same been distributed by way of dividend and that the Directors be and they are hereby authorised and directed to apply such sum in paying up in full at par 10,091 of the unissued Ordinary Shares of £1 each in the capital of the Company and to appropriate such shares to and distribute the same credited as fully paid up amongst such members in satisfaction of their shares and interest in such sum in the proportion of one such new Ordinary Share for every three Ordinary or "A" Shares held by such members at such date and so that such new Ordinary Shares shall rank for all dividends declared in respect of the Company's financial year commencing on the 1st day of October 1964 and thereafter.

705031/43

(As amended by Special Resolution passed on 7th August 1964)

(As amended by Special Resolutions passed on 17th September 1964 and 9th July 1965)

ELCOMA (INTERNATIONAL) LIMITED.

Incorporated the 5th day of October, 1951.

RAY AND VIALS,
SOLICITORS,
NORTH AMERICA.

SHAW & SONS LIMITED,
COMPANY REGISTRATION AGENTS,

INDISTINCT ORIGINAL

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

R E S O L U T I O N S

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

AT an Extraordinary General Meeting of the Members of the above Company held at Arncliffe House, 9 Spencer Parade Northampton at 10.45 a.m. on the 9th day of July 1965 the following Resolutions were duly passed : -

SPECIAL RESOLUTIONS

1. "RESOLVED that the Articles of Association of the Company be amended in manner following namely :-

(1) By the substitution of the following Article for Articles 25 (a)(b)(c) namely :-

25.(a) Until determined otherwise by the Company in general meeting the number of Directors shall not be less than 2 nor more than 10.

(b) The qualification of a Director shall be the holding of such shares as shall from time to time be fixed by the Company in General Meeting and until so fixed no qualification shall be necessary.

(2) By the deletion of Articles 5 (A), 5 (B), 9 (A), 9 (B), 10, 11, 12, 13 and 14 (A) and 14 (B) and 25 (c) and the substitution therefor of the following Article :-

9. Subject to Articles 3 (b) and 15 (a) a shareholder may transfer all or any of his shares to any other person whether a member or not.

3. THAT after the issue of such Ten thousand and ninety one new Ordinary Shares the original Ordinary Shares and "A" Shares of the Company numbered 1 to 30,273 be converted into Preference Shares.

4. THAT to all the said Preference Shares shall be attached the special rights and privileges following that is to say : -

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(a) The right to a fixed cumulative preferential dividend at the rate of five per cent per annum on the capital for the time being paid thereon payable yearly on the 30th day of April in each year.

(b) The right in a winding up to have the capital paid up thereon and all arrears of dividend up to the date of commencement of the winding up paid up in priority to any payment out of capital of ordinary shares but with no further or other right to participate in the profits or assets of the Company.

(c) The Preference Shareholders shall not be entitled to have notice of any General Meeting of the Company nor to vote on any Resolution proposed at such a Meeting unless the Meeting be dealing with the sale of the undertaking of the Company or there be a Resolution before the Meeting affecting the rights of the Preference Shareholders in which event each of such Preference Shareholders shall be entitled to one vote per share.

ORDINARY RESOLUTION

2. That the sum of £10,091 being part of the amount standing to the credit of the Company's Share Premium Account be capitalised and that such sum be appropriated as capital to and amongst the Members registered at the close of business on the 30th day of April 1965 as the holders of the Ordinary Shares and the "A" Shares of the Company in the proportion in which such sum would have been divisible amongst them had the same been distributed by way of dividend and that the Directors be and they are hereby authorised and directed to apply such sum in paying up in full at par 10,091 of the unissued Ordinary Shares of £1 each in the capital of the Company and to appropriate such shares to and distribute the same credited as fully paid up amongst such members in satisfaction of their shares and interest in such sum in the proportion of one such new Ordinary Share for every three Ordinary or "A" Shares held by such members at such date and so that such new Ordinary Shares shall rank for all dividends declared in respect of the Company's financial year commencing on the 1st day of October 1964 and thereafter.

A. G. Carter

CHAIRMAN

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of Ordinary Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the Ordinary Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

CHAIRMAN

IT IS HEREBY CERTIFIED That This/
These MEMORANDUM AND ARTICLES
OF ASSOCIATION/SPECIAL/ORDINARY
RESOLUTION/S .....
.....
were typedbly supplied by us this 29
day of 19
For and on behalf of KITT & HARDER,
11, BISHOPS COURT, CHANCERY LANE, LONDON, W.C.2

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of "A" Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the "A" Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

J. G. Leach.

CHAIRMAN

IT IS HEREBY CERTIFIED That This/
These MEMORANDUM AND ARTICLES
OF ASSOCIATION / SPECIAL / ORDINARY
RESOLUTION/S .....
... .
were type-lithographed by us this
day of .....JUL 1995..... 19
For and on behalf of HYKEL & HARDER,
11, BISHOPS COURT, CHANCERY LANE, LONDON, W.C.2

Number of Company 705031

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 17th day of September 1964.

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton on Thursday the 17th day of September 1964, the following SPECIAL RESOLUTIONS were duly passed:-

RESOLUTIONS

1. THAT Eight thousand eight hundred and seventy-one of the unissued Shares of One Pound each in the capital of the Company be designated "A" Shares and the remaining Forty-one thousand one hundred and twenty-nine Shares of One Pound each be designated Ordinary Shares all having the rights and being subject to the restrictions set out in the next following Resolution:-

2. SUBJECT to the passing of Resolution 1 set out above THAT the Articles of Association of the Company be altered as follows :-

(i) The following new Articles shall be added immediately after Article 5 :-

"5A. The Share Capital at the date of adoption of this Article is Fifty thousand pounds divided into Forty-one thousand one hundred and twenty-nine Ordinary Shares and Eight thousand eight hundred and seventy-one "A" Shares all of One Pound each. The Ordinary Shares and "A" Shares shall rank pari passu in all respects and shall form a single class of shares (except as hereinafter appearing) but the "A" Shares shall confer on the holders thereof the special rights hereinafter declared and such rights shall be subject to variation in the manner provided by Regulation 4 of Table A Part 1 and not otherwise.

5B Unless otherwise determined by the Company by Special Resolution any original shares for the time being unissued and any new shares from time to time to be created shall before they are issued be offered to the

members in proportion as nearly as may be to the number of shares held by them. 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 or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Directors may subject to these Articles dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided. If any shares other than Preference Shares shall be allotted to the holders of Ordinary Shares and "A" Shares (whether for cash or otherwise) pro rata to their holdings thereof the shares so allotted to the holders of the Ordinary Shares shall consist of further Ordinary Shares and the shares so allotted to the holders of "A" Shares shall consist of further "A" Shares.

(ii) Article 9 shall be deleted and the following new Articles shall be substituted therefor :-

"9A. Subject only to Article 3 hereof any shares may at any time be transferred to a person who is already a holder of shares of the same class as those comprised in the transfer and any member may at any time transfer any of his shares to any relative of his or to the trustees for the time being of a settlement (being a family settlement within the meaning of paragraph 3 (2) (b) of the Seventh Schedule to the Act) made by a member or a deceased member or arising under his Will or intestacy and the personal representatives of a deceased member may transfer any of the shares registered in the name of the deceased member to any relative of the deceased member becoming entitled to such shares under the Will or on the intestacy of such deceased member or to the trustees for the time being of any such settlement as aforesaid. In this Article "relative" means and includes either parent and the lineal descendants of either parent of the member or deceased member and any wife widow husband or widower of any such descendant or of the member or deceased member himself or herself.

9B. Except in the case of a transfer of shares expressly authorised by the last preceding Article any person whether a member of the Company or not wishing to transfer or requiring the Company to register a transfer of any shares (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such shares. Shares of different classes shall not be included in the same transfer notice and should they be the transfer notice may be treated as invalid. The transfer notice shall specify the number of shares which the transferring Member wishes to transfer and the sum estimated by the transferring Member to be the value of each of such shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

(iii) The words "holding shares of the same class as those included in the transfer notice" shall be inserted in line 6 of Article 11 after the words "Member of the Company" and the word "twenty-eight" shall be substituted for the word "fourteen" in the penultimate line of Article 11 and the first and thirteenth lines of Article 12.

(iv) Article 14 shall be deleted and the following new Articles shall be substituted therefor :-

"14A. If the Directors shall be unable within two months after the receipt of the transfer notice referred to in Article 9 to find a purchaser for all or any of the shares which were the subject of the transfer notice the Directors shall cause the like notice as has already been given to every other member of the Company (holding shares of the same class as those included in the transfer notice) to be given to every member of the Company holding shares of any other class and the provisions of Articles 12 and 13 shall thereafter be applied accordingly.

14B. If the Directors shall be unable within four months after the receipt of the transfer notice referred to in Article 9B to find a purchaser for all or any of the shares which the transferring Member wishes to transfer among the Members of the Company the transferring Member may transfer the said shares or those thereof which remain unsold under the provisions of Clause 12 of the Articles to any person even though such person is not a member of the Company and at any price which may be agreed between the transferring Member and the said person.

(v) Article 15(a) shall be deleted and Article 15(b) shall be renumbered 15.

(vi) Article 25(c) shall be deleted and the following new Article shall be substituted therefor :-

"(c) The holders of a majority of the "A" Shares for the time being issued may from time to time appoint one Director who shall be called the 'A' Director. The first 'A' Director shall be JOHN GEORGE LEECH. Any subsequent such appointment shall be in writing signed by the holders of the "A" Shares making such appointment and shall be effective from the time that it is delivered at the Registered Office. The holder or holders of a majority of the "A" Shares may in like manner remove from office any Director so appointed and appoint another Director in the place of any person so removed or otherwise ceasing to be a Director after having been so appointed. The 'A' Director shall not be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors and any casual vacancy in the office of 'A' Director shall be filled only in accordance with the provisions of this Article but subject as aforesaid the provisions of these Articles shall apply to the 'A' Director as they apply to the remaining Directors.

By Order of the Board

W. S. CATOR

Secretary

FILED with the Registrar of Companies on the 30th day of

Number of Company 705031

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 7th day of August 1964

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton, on Friday the 7th day of August, 1964, the following ORDINARY RESOLUTION was duly passed :-

RESOLUTION

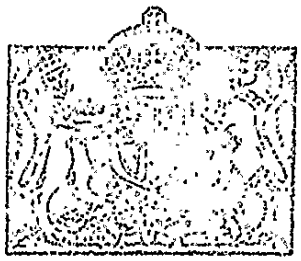
That the capital of the Company be increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

JOHN WILLIAM LAMBERT

Director.

FILED with the Registrar of Companies on the 21st day of August, 1964.

No. 705031



(COPY)

Certificate of Incorporation.

I HEREBY CERTIFY that ELCOM (NORTHAMPTON) LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is LIMITED.

GIVEN under my hand at London this Fifth day of October One thousand nine hundred and sixty-one.

A. J. C. MANN,

Assistant Registrar of Companies.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

ELCOM (NORTHAMPTON) LIMITED.

1. The name of the Company is "ELCOM (NORTHAMPTON) LIMITED".

2. The Registered Office of the Company will be situate in England.

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

(1) (a) To carry on business as manufacturers and repairers of, and dealers in electronic components and electronic equipment of every description, electrical plant, machinery, equipment and supplies of every kind, generators, dynamos, motors, armatures, magnetos, batteries, conductors, insulators, transformers, converters, switchboards, stoves, cookers, artificial lighting apparatus, heating and ventilating plant and apparatus, refrigerators and cold storage plant and apparatus, wireless and television sets, cinema equipment, apparatus and components, ironmongery, hardware, and metal, rubber, ceramic and plastic goods of every description.

(b) To carry on business as electronic engineers, electrical engineers and general electrical installation contractors, lighting specialists and contractors, wireless engineers and service agents, motor, mechanical, power and general engineers, steel makers and converters, ironfounders, ironmasters, machinists, glass makers, wood and timber merchants, joiners, metal refiners and workers, plastic workers, haulage contractors, and proprietors of garages and service stations.

(c) To carry on the business of motion picture producers and for these purposes to construct or acquire studios, offices, locations and apparatus and machinery for the production of motion pictures.

(d) To develop, experiment and carry on any research for the improvement of motion pictures, colour photography, sound reproduction and any other process tending to improve motion pictures or any other entertainment given in places where motion pictures are shewn.

(e) To undertake or enter into arrangements for the design or development of any of the above manufactures, equipments, components or processes or any investigation concerned with the design, development or manufacture of the same.

(2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.

(4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.

(5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business or to join with others in doing any of the things aforesaid.

(6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.

(7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the Shares in the Company's Capital, or any Debentures, Debenture Stock or other Securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares or procuring subscriptions for Shares.

(9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.

(10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions, or secret processes which may be useful for the Company's objects, and to grant licences to use the same.

(11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.

(12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.

(13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm or company carrying on any business of a nature similar to that which this Company is authorised to carry on.

(15) To amalgamate with any company having objects similar to those of this Company.

(16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for Shares, Debentures or Securities of any other company having objects altogether or in part similar to those of this Company.

(17) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition, or for any public, general or useful object which the Directors may think desirable or advantageous to the Company.

(18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.

(19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.

(20) Subject to the provisions of Section 54 of the Companies Act, 1948, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.

(21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.

(22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(23) To grant bonuses, gratuities, pensions or charitable aid to officers of and persons employed by the Company.

(24) To distribute any of the property of the Company among its Members in specie.

(25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £50,000, divided into 50,000 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions, or disqualifications so attached shall be altered, affected, or interfered with except in the manner provided in Regulation 4 of Part I of Table A in the First Schedule to the Companies Act, 1948.

WE, the several persons whose Names and Addresses 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.	No. of Shares taken by each Subscriber.
Walter Stanley Cator, "Brier Hey", Park View, Kettering Road, Moulton, Northants. Electronic Design Engineer.	One
Doris Amy Cator, Brier Hey, Park View, Kettering Rd., Moulton, Northants. (Housewife).	One
TOTAL SHARES TAKEN.	Two

Dated this 26th day of September, 1961.

Witness to the above Signatures:-

A.E. Berrisford,
Solicitor,
Northampton.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

ELCOM (NORTHAMPTON) LIMITED.

PRELIMINARY AND INTERPRETATION.

1. The following shall be the Articles of the Company. The regulations contained in Table A of the First Schedule to the Companies Act, 1948, are excluded and shall not apply to the Company, except in so far as the said regulations are hereinafter expressly stated to apply to the Company. In case of any difference or inconsistency between the provisions of these Articles and the regulations of the said Table A hereinafter expressly referred to, the provisions of these Articles shall prevail.

2. In these Articles:-

"the Act" means the Companies Act, 1948;

"the seal" means the Common Seal of the Company;

"the Secretary" means any person appointed to perform the office of Secretary of the Company;

"the United Kingdom" means Great Britain and Northern Ireland;

"Table A" means Part I of Table A of the First Schedule to the Act;

"the Articles" means the Articles of Association of the Company as originally hereby framed, or as altered by special resolution, except that where there is a reference to a number of a clause of the Articles, it shall be deemed to refer to the clause as numbered in the Articles as herein printed, and not in any subsequent alteration of the Articles.

Expressions referring to writing, shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in the Articles shall bear the same meaning as in the Act.

3. The Company is a private company within the meaning of the Act, and accordingly:-

(a) The right to transfer Shares is restricted in the manner hereinafter prescribed;

(b) The number of members of the Company is limited to fifty, exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment to be, members of the Company; provided that where two or more persons hold one or more Shares in the Company jointly, they shall for the purpose of this Clause be treated as a single member;

(c) Any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited; but nevertheless an offer or invitation may be made to the members and debenture holders of the Company, subject to the provisions of Sub-Clause (b) of this Clause, to subscribe for Shares or Debentures of the Company, if such an offer or invitation can properly be regarded as a domestic concern of the persons making and receiving it, whether because it is not calculated to result directly or indirectly in the Shares or Debentures becoming available for subscription or purchase by persons other than those receiving the offer or invitation, or otherwise;

(d) The Company shall not have the power to issue Share Warrants to bearer.

ALTERATION OF ARTICLES.

4. The Company may from time to time alter or add to any of these Articles by passing and registering a special resolution in the manner prescribed by the Act. No Member of the Company shall be bound by any alteration made in the Memorandum of Association or in the Articles after the date on which he became a Member, if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the Share Capital of, or otherwise to pay money to, the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

SHARES.

5. Regulations 2 to 10, inclusive, of Table A shall apply.

LIEN.

6. The Company shall have a first and paramount lien on every Share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Clause. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

7. Regulations 12 to 14, inclusive, of Table A shall apply.

CALLS ON SHARES.

8. Regulations 15 to 21, inclusive, of Table A shall apply.

TRANSFER OF SHARES.

9. Subject to Articles 3 (b) and 15 (a) a shareholder may transfer all or any of his shares to any other person whether a member or not.

ALTERATION OF CAPITAL.

18. Regulations 44 to 46, inclusive, of Table A shall apply.

GENERAL MEETINGS.

19. Regulations 47 to 49, inclusive, of Table A shall apply.

NOTICE OF GENERAL MEETINGS.

20. Regulations 50 and 51 of Table A shall apply.

PROCEEDINGS AT GENERAL MEETINGS.

21. (a) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two or more Members personally present and holding, or representing by proxy, not less than Five per cent. of the issued Capital of the Company, shall be a quorum.

(b) Regulation 52, and Regulations 54 to 61, inclusive, of Table A shall apply.

VOTES OF MEMBERS.

22. Regulations 62 to 73, inclusive, of Table A shall apply.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.

23. Regulation 74 of Table A shall apply.

RESOLUTIONS IN WRITING.

24. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

DIRECTORS.

25. (a) Until determined otherwise by the Company in general meeting the number of Directors shall not be less than 2 nor more than 10.

(b) The qualification of a Director shall be the holding of such shares as shall from time to time be fixed by the Company in General Meeting and until so fixed no qualification shall be necessary.

(d) Regulations 76 and 78 of Table A shall apply.

POWERS AND DUTIES OF DIRECTORS.

26. Any Director may from time to time appoint any person to be an alternate or substitute Director, provided that such appointment is approved by a Special Resolution passed by the Company in General Meeting. The appointee, while he holds office as an alternate or substitute Director, shall be entitled to receive notice of the Meetings of the Directors, and of committees of the Directors, and to attend and vote thereat, and to act, to the same extent as the Director appointing him, but he shall not require any qualification, and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him, as may be agreed between the said Director and the appointee. Any appointment so made may be revoked at any time by the appointor or by a resolution of the Directors, or by an Ordinary Resolution of the Company in General Meeting. Any appointment, or revocation by the appointor, made under this Clause shall be in writing, and notice in writing shall be given to the registered office of the Company or to some other place as the Company may determine from time to time.

27. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information, supported if the Directors so require by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of Section 129 (4) of the Act.

28. (a) A Director may vote and be counted in the quorum at any meeting of the Directors in respect of any contract or proposed contract or arrangement with the Company whether or not such Director is directly or indirectly interested in any such contract or proposed contract.

(b) Regulations 80 to 83, inclusive, Sections (1), (3), (4) and (5) of Regulation 84, and Regulations 85 to 87, inclusive, of Table A shall apply.

29. Upon any Director, Manager or other officer or servant of the Company retiring from his office or duties, the Directors may grant to him in consideration of his services to the Company such sum of money, pension or annuity as they may think fit, but in the case of a Director such grant shall be subject to ratification by a General Meeting and shall only become operative upon such ratification being obtained.

DISQUALIFICATION OF DIRECTORS.

30. The office of Director shall be vacated if the Director:-

(a) Ceases to be a Director by virtue of Section 182 of the Act; or

(b) Becomes bankrupt, or makes any arrangement or composition with his creditors generally; or

(c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or

(d) Is found lunatic or becomes of unsound mind; or

(e) Gives to the Directors one month's notice in writing that he resigns his office of Director, in which event the said office shall be vacated at the expiration of such month; or

(f) Shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

31. A person otherwise eligible, and not excluded by the provisions of any other clause in the Articles, may be appointed a Director in the manner provided in the Articles, notwithstanding that he is over seventy years of age at the time of his appointment as a Director; and subject to any other provision in the Articles, a Director may continue to hold office as a Director notwithstanding that he has reached the age of seventy, and no Director shall retire at the conclusion of the first Annual General Meeting after he has reached the age of seventy or at any other time merely because he has reached the age of seventy or any other age. The provisions of Section 185 of the Act shall not apply to the Company at any time whether or not at that time the Company is by statute exempted from those provisions.

ROTATION OF DIRECTORS.

32. Regulations 89 to 97, inclusive, of Table A shall apply, unless herein otherwise expressly provided.

PROCEEDINGS OF DIRECTORS.

33. (a) The quorum necessary for the transaction of business at a Meeting of the Directors shall (until otherwise determined by the Company in General Meeting) be one and one Director present alone at a duly convened Meeting of the Board of Directors may

act and pass resolutions, and such acts and resolutions shall be as valid as if they had been performed or passed by a majority of the Directors present at a Meeting of the Directors attended by more than one Director.

(b) Regulation 98, and Regulations 100 to 106, inclusive, of Table A shall apply.

BORROWING BY DIRECTORS.

34. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money, for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property or assets of the Company, both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other securities, charged upon the said property or assets of the Company.

MANAGING DIRECTOR.

35. Subject to the provisions of Section 184 of the Act, and Regulation 96 of Table A, and of Clause 30 of the Articles, the said Walter Stanley Cator, referred to in Clauses 25 (a) and 25 (b) of the Articles, so long as he shall continue to hold as beneficial owner One Share in the Company and to be a Director of the Company under the provisions of Clause 25 (b) of the Articles, shall be the permanent Managing Director of the Company, and shall be entitled to exercise all the powers, authorities and discretions conferred by the Articles on the Directors.

SECRETARY.

36. Regulations 110 to 112, inclusive, of Table A shall apply.

SEAL.

37. Regulation 113 of Table A shall apply.

DIVIDENDS AND RESERVE.

38. Regulations 114 to 122, inclusive, of Table A shall apply.

ACCOUNTS.

39. Regulations 123 to 127, inclusive, of Table A shall apply.

CAPITALISATION OF PROFITS.

40. Regulations 128 and 129 of Table A shall apply.

AUDIT.

41. Regulation 130 of Table A shall apply.

NOTICES.

42. Regulations 131 to 134, inclusive, of Table A shall apply.

WINDING UP.

43. Regulation 135 of Table A shall apply.

INDEMNITY.

44. Regulation 136 of Table A shall apply.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Walter Stanley Cator,

"Brier Hey",

Park View,

Kettering Road,

Moulton, Northants.

Electronic Design Engineer.

Doris Amy Cator,

Brier Hey,

Park View,

Kettering Rd.,

Moulton, Northants.

(Housewife).

Dated this 26th day of September, 1961.

Witness to the above Signatures:-

A.E. Berrisford,
Solicitor,
Northampton.

Certified to be a true copy

No. 705031

K. B. HUNTBATCH
Assistant Secretary

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ELCOM (NORTHAMPTON) LIMITED

Passed 17th January 1978

At an EXTRAORDINARY GENERAL MEETING of the members of the above Company, duly convened, and held at the office of the Company at Vicarage Lane Ilford Essex on the 17th day of January 1978 the following SPECIAL RESOLUTION was duly passed :

That

The name of the Company be changed to

PLESSEY SEMICONDUCTORS LIMITED

P.M.A. KENYON
CHAIRMAN

N/WEST
#40.
057366.

COMPANIES REGISTRATION OFFICE
31 JAN 1978

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 705031 /56

I hereby certify that

ELCOM (NORTHAMPTON) LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

PLESSEY SEMICONDUCTORS LIMITED

Given under my hand at Cardiff the **1ST APRIL 1978**

D.A. Pendlebury

D. A. PENDLEBURY

Assistant Registrar of Companies

C.122

Certified to be a true copy

K. B. Huntbatch

Secretary

No. 705031

THE COMPANIES ACT, 1948 - 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

(Passed 8th May, 1978.)

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Vicarage Lane Ilford Essex on Monday the 8th Day of May 1978 the following Resolutions were duly passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

1. THAT the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting therefrom Clause 3 and substituting therefor the Clause 3 set out in the print of the Momorandum of Association of the Company produced to the Meeting and for the purpose of identification signed by the Chairman thereof.

2. THAT the Regulations contained in the printed document produced to the Meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of and substitution for all the existing Articles of Association.

K. B. HUNTBATCH

Chairman.

INDISTINCT ORIGINAL

No. 705031

THE COMPANIES ACT 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM
(As altered by Special Resolution passed on the
8th day of May 1978)

AND

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on the
8th day of May 1978)

OF

PLESSEY SEMICONDUCTORS LIMITED

Incorporated the 5th day of October, 1961

INDISTINCT ORIGINAL

No. 705031

THE COMPANIES ACT, 1948 - 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

(Passed 8th May, 1978.)

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RESOLUTIONS

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K. B. HUNTBATCH
Chairman.

INDISTINCT ORIGINAL

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 705031

I hereby certify that

ELCOM (NORTHAMPTON) LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

PLESSEY SEMICONDUCTORS LIMITED

Given under my hand at Cardiff the 1ST APRIL 1978

D.A. Pendlebury

D. A. PENDLEBURY

Assistant Registrar of Companies

G.172

INDISTINCT ORIGINAL

No. 705031

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ELCOM (NORTHAMPTON) LIMITED

Passed 17th January 1978

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The name of the Company be changed to

PLESSEY SEMICONDUCTORS LIMITED

P.H.A. KENYON
CHAIRMAN

INDISTINCT ORIGINAL

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of Ordinary Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the Ordinary Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

W. E. Clatworthy

CHAIRMAN

INDISTINCT ORIGINAL

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of "A" Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the "A" Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

J. G. Leech.

CHAIRMAN

INDISTINCT ORIGINAL

Number of Company 705031

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 7th day of August 1964

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton, on Friday the 7th day of August, 1964, the following ORDINARY RESOLUTION was duly passed :-

RESOLUTION

That the capital of the Company be increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

JOHN WILLIAM LAMBERT

Director.

FILED with the Registrar of Companies on the 21st day of August, 1964.

INDISTINCT ORIGINAL

No. 705031

(COPY)

Certificate of Incorporation.

I HEREBY CERTIFY that ELCOM (NORTHAMPTON) LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is LIMITED.

GIVEN under my hand at London this Fifth day of October One thousand nine hundred and sixty-one.

A. J. C. MANN,

Assistant Registrar of Companies.

INDISTINCT ORIGINAL

THE COMPANIES ACT, 1948 - 1976.

COMPANY LIMITED BY SHARES

Memorandum of Association

(As amended by Special Resolution passed on the 8th day of May, 1978)

OF

PLESSEY SEMICONDUCTORS LIMITED.

1. The name of the Company is PLESSEY SEMICONDUCTORS 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 and develop in any manner the business of manufacturers, buyers, sellers, importers, exporters of and dealers in all kinds of semi-conductors including transistors, photo-transistors and diodes and electronic components ~~and~~ all materials of every kind whatsoever used or capable of being used in connection therewith, including metals, rare earths and synthetic compounds of any nature.

(B) To carry on and develop in any manner the business of manufacturers, buyers, sellers, importers and exporters of and dealers in all kinds of mechanical, hydraulic, pneumatic, electrical or electronic devices, mechanisms and appliances.

(C) To carry on the business of commercial and industrial designers, and to invent, devise, develop and improve articles, appliances, apparatus, instruments, machines, tools, devices, systems and accessories for any industrial, domestic, scientific or personal use or purpose, or for

INDISTINCT ORIGINAL

any purpose whatsoever, and to let, use, grant licences in respect of, or otherwise turn the same to account.

(D) To carry on in all its branches any electrical, chemical, metallurgical or other business or operations and whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(E) To undertake and execute contracts of every kind relating to and involving the supply of minerals, ores, metals, metallic alloys and compounds, and for the purposes of any such contracts to carry on, undertake and transact any business subservient to the carrying out and proper execution thereof.

(F) To buy, sell manufacture, refine, manipulate, import, export, prepare for market and deal, either wholesale or retail, in all substances, raw materials, apparatus and things capable of being used in any such business as aforesaid, or required by any customers of or persons having dealings with the Company or which may seem capable of being profitably dealt with in connection with any of the said businesses.

(G) To purchase, or by any other means acquire any real or personal property or rights whatsoever.

(H) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, walls, wharves, roads, railways, tramways, machinery, engines, fences, banks, dams, sluices or watercourses, or carry out any other works which may be convenient or necessary in connection with any business or objects of the Company.

(I) To carry on business as carriers by land, sea or air, and as wharfingers, lightermen, warehousemen, builders and owners of air, sea and land transport of all kinds, and as shipping agents and forwarders of goods; to purchase, lease or otherwise acquire, construct, equip, maintain, improve, work, manage or control, or aid in or subscribe towards the promotion, construction, equipment, maintenance, improvement, working, management or control of works, undertakings and operations of all kinds, both public and private.

(J) To carry on business as bankers, capitalists, financiers, industrialists and merchants.

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(K) To carry on in any part of the world any other business, whether financial, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above businesses or any of them or calculated directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render more profitable any of the Company's property.

(L) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(M) To acquire and 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 or which can be carried on in conjunction therewith, or which are capable of being conducted directly or indirectly to the benefit of the Company, 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 or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with 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, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, or other securities or rights so received.

(N) To improve, manage, cultivate, develop, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(O) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person

INDISTINCT ORIGINAL

or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

(P) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.

(Q) To lend and advance money or give credit to such persons, firms or companies on such terms as may seem expedient, but not to carry on the business of a registered money-lender.

(R) To receive money on deposit or loan, and to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures (perpetual or otherwise) or other securities or rights, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's undertaking, property and assets (whether present or future), including its uncalled capital, and also (whether or not for any consideration) by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

(S) To guarantee, support or secure, whether 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 of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by Section 154 of the Companies Act, 1948, or another subsidiary as defined by the said Section of the Company's holding company or otherwise associated with the Company in business.

(T) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(U) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state or municipality, Provisional Order or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects

INDISTINCT ORIGINAL

into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.

(v) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(w) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company, or carrying on or proposing to carry on any business capable of being conducted so as directly or indirectly to benefit the Company.

(x) To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

(y) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation and registration of or the raising of money for the Company or the issue of its capital, or the application to any Stock Exchange for permission to deal in and for quotation for any or all of its share or loan capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

(z) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any

INDISTINCT ORIGINAL

persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(AA) To procure the Company to be registered or recognised in any dominion, colony or dependency and in any foreign country or place.

(BB) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking 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, debentures or other securities of any such company as aforesaid.

(CC) To sell, lease, mortgage, or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company for such consideration as the Company may think fit, and in particular for shares, whether fully or partly paid up, debentures or other securities of any other company, whether or not having objects altogether or in part similar to those of the Company.

(DD) To distribute among the Members of the Company in kind any property of the Company (whether by way of dividend or otherwise), and in particular any shares, debentures or other securities of other companies belonging to the Company or of which the Company may have the power of disposing.

INDISTINCT ORIGINAL

(EE) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(FF) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that 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 corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company: Provided that nothing herein contained shall empower the Company to carry on business of assurance, insurance or reinsurance within the meaning of the Insurance Companies Act, 1958, or of any Act amending, extending or re-enacting the same.

4. The liability of the members is limited.

5. The Share Capital of the Company is £25,000* Divided into 25,000 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions or disqualifications so attached shall be altered, affected or interfered with except in the manner provided in Regulation 4 of Part 1 of Table A in the First Schedule to the Companies Act, 1948.

* 1) By Ordinary Resolution passed on the 7th August 1964, the capital of the Company was increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

2) By Special Resolution passed on 17th September 1964, the capital of the Company was divided into 41,129 Ordinary Shares and 8,871 "A" Shares all of one pound each.

3) By Special Resolution passed on 9th July 1965 31,038 original Ordinary Shares and 8,871 "A" Shares were converted into Preference Shares.

INDISTINCT ORIGINAL

(EE) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(FF) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that 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 corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company: Provided that nothing herein contained shall empower the Company to carry on business of assurance, insurance or reinsurance within the meaning of the Insurance Companies Act, 1958, or of any Act amending, extending or re-enacting the same.

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* 1) By Ordinary Resolution passed on the 7th August 1964, the capital of the Company was increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

2) By Special Resolution passed on 17th September 1964, the capital of the Company was divided into 41,129 Ordinary Shares and 8,871 "A" Shares all of one pound each.

3) By Special Resolution passed on 9th July 1965 31,038 original Ordinary Shares and 8,871 "A" Shares were converted into Preference Shares.

INDISTINCT ORIGINAL

WE, the several persons whose Names and Addresses 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.	No. of Shares taken by each Subscriber.
Walter Stanley Cator, "Brier Hey", Park View, Kettering Road, Moulton, Northants. Electronic Design Engineer.	One
Doris Amy Cator, Brier Hey, Park View, Kettering Rd., Moulton, Northants. (Housewife).	One
TOTAL SHARES TAKEN.	Two

Dated this 26th day of September, 1961.

Witness to the above Signatures:-

A.E. Berrisford,
Solicitor,
Northampton.

INDISTINCT ORIGINAL

THE COMPANIES ACT, 1948 - 1976

COMPANY LIMITED BY SHARES

NEW

Articles of Association

OF

PLESSEY SEMICONDUCTORS LIMITED.

(Adopted by Special Resolution passed on the 8th May 1978).

PRELIMINARY

1. The Regulations contained in Part II of Table A of the Companies Act, 1948 (hereinafter called "Table A") shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Regulations.

2. Regulations 24, 53, 75, 77 and 89 to 97 (inclusive) in Part I of Table A and Regulation 5 in Part II of Table A shall not apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is 50,000 divided into 10,091 . Ordinary Shares of £1 each and 39,909 Preference Shares of £1 each. The rights attaching to the Preference Shares are as follows:-

(a) The right to a fixed cumulative preferential dividend at the rate of five per cent per annum on the capital for the time being paid thereon payable yearly on the 30th day of April in each year.

(b) The right in a winding up to have the capital paid up thereon and all arrears of dividend up to the date of commencement of the winding up paid up in priority to any payment out of capital of ordinary shares but with no further or other right to particpate in the profits or assets of the Company.

(c) The Preference Shareholders shall not be entitled to have notice of any General Meeting of the Company nor to vote on any Resolution proposed at such a Meeting unless the Meeting be dealing with the sale of the undertaking of the Company or there be a Resolution before the Meeting affecting the rights of the Preference Shareholders in which event each of such Preference Shareholders shall be entitled to one vote per share.

INDISTINCT ORIGINAL

RESOLUTIONS.

4. A Resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.

DIRECTORS AND DIRECTORS' POWERS

5. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company. An alternate Director shall be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall *ipso facto* vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Clause shall be effected in writing under the hand of the Director making the same.

6. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.

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

8. Paragraphs (2) and (4) of Regulation 84 in Part I of Table A shall not apply to the Company. A Director may vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting notwithstanding such interest.

9. No Director shall be required to vacate his office or be ineligible for election or re-election by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of a Director or any notice be required to state the age of the person to whom such resolution relates.

INDISTINCT ORIGINAL

10. The words from "and every Director present" to the end of Regulation 86 in Part I of Table A shall not apply to the Company.

11. (A) A Member or Members holding a majority in nominal amount of the issued Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its Directors on its behalf, and shall take effect upon lodgement at the registered office of the Company.

(B) The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

EXECUTIVE DIRECTORS

12. The Directors from time to time, and at any time, may appoint any other persons to be Executive Directors of the Company and may define and limit and restrict their powers, authorities and discretions, and may fix and determine their remuneration and duties, and subject to any contract between him and the Company may remove any Executive Director so appointed. No share qualification shall be required for an Executive Director. An Executive Director shall not be a member of the Board of Directors or of any committee thereof, and shall not be entitled to be present at any meeting of the Directors or of any such committee, except at the request of the Directors or of such Committee, and if present at such request he shall not be entitled to vote thereat.

INDISTINCT ORIGINAL

No. 705031 /81

THE COMPANIES ACT 1948 - 1980

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

Passed 21st October, 1981

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Vicarage Lane Ilford Essex on Wednesday the Twentyfirst day of October, 1981 the following Resolutions were duly passed as ORDINARY RESOLUTIONS.

RESOLUTIONS

1. THAT the capital of the Company be increased to £80,000 by the creation of 30,000 Ordinary Shares of £1 each.

2. That the whole of the amount standing to the credit of Share Premium Account be capitalised and appropriated to the holders of the Ordinary Shares of the Company registered as such at the date hereof by paying up in full on their behalf such number of the Company's unissued Ordinary Shares of £1 each as may be appropriate and that the Directors allot to their existing shareholdings provided always that if such distribution would otherwise result in any shareholder becoming entitled to a fraction of a share the directors shall have power to aggregate such fractions and allot shares resulting therefrom as they think fit.

Certified to be a true copy:

K.B. Huntbatch

K.B. HUNTBATCH
CHAIRMAN

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THE COMPANIES ACTS 1948 TO 1976

Form No. 10

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

Please do not write in this binding margin

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

To the Registrar of Companies

For official use [82]

Company number 705031

Name of company

*delete if inappropriate

PLESSEY SEMICONDUCTORS Limited*

† delete as appropriate

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary][~~extraordinary~~][~~special~~]† resolution of the company dated 21st October 1981, the nominal capital of the company has been increased by the addition thereto of the sum of £ 30,000 beyond the registered capital of £ 50,000

A printed copy of the resolution authorising the increase is forwarded herewith.

The additional capital is divided as follows :

Number of shares	Class of share	Nominal amount of each share
30,000	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not) The conditions (eg. voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been or are to be issued are as follows :

The new shares rank parl passu in all respects with the existing ordinary shares of the Company.

Note
This notice and a printed copy of the resolution authorising the increase must be forwarded to the Registrar of Companies within 15 days after the passing of the resolution.

Please tick here if continued overleaf ☐

† delete as appropriate

Signed [signature] ~~[Director]~~[Secretary]† Date 6.11.81

Presentor's name, address and reference (if any):
Mr. A.F.R. Watts
The Plessey Co Ltd
Vicarage Lane. Ilford
Essex.

AFRW/LA

For official use
General Section

Post room

70

17 NOV 1981
86

The London Law Agency Limited
Law Stationers Association
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP
Company Registration Agents, Printers and Publishers
Tel: 01-353 9471 (10 lines)

NO. 705031

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THE COMPANIES ACTS 1948-1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PLESSEY SEMICONDUCTORS LIMITED

PASSED 9TH DECEMBER 1981

At an EXTRAORDINARY GENERAL MEETING of the members of the above Company, duly convened, and held at the office of the Company, Vicarage Lane Ilford Essex on the 9th December 1981 the following Resolution was duly passed as a Special Resolution:

RESOLUTION

That the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting therefrom Clause 3 and substituting therefor Clause 3 set out in the print of the Memorandum of Association of the Company produced to the meeting and for the purpose of identification signed by the Chairman thereof.

Certified a true copy

K.B. HUNTBATCH

K.B. HUNTBATCH
CHAIRMAN

COMPANIES REGISTRATION OFFICE
M
29 DEC 1981

No.705031

THE COMPANIES ACT 1948 - 1981

COMPANY LIMITED BY SHARES

MEMORANDUM

(As altered by Special Resolutions passed on the 8th day of May 1978 and 9th day of December 1981.)

AND

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on the 8th day of May 1978)

OF

PLESSEY SEMICONDUCTORS LIMITED

INCORPORATED THE 5TH DAY OF OCTOBER, 1961

COMPANIES REGISTRATION OFFICE
29 DEC 1981

NO. 705031

THE COMPANIES ACTS 1948-1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PLESSEY SEMICONDUCTORS LIMITED

PASSED 9TH DECEMBER 1981

At an EXTRAORDINARY GENERAL MEETING of the members of the above Company, duly convened, and held at the office of the Company, Vicarage Lane Ilford Essex on the 9th December 1981 the following Resolution was duly passed as a Special Resolution:

RESOLUTION

That the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting therefrom Clause 3 and substituting therefor Clause 3 set out in the print of the Memorandum of Association of the Company produced to the meeting and for the purpose of identification signed by the Chairman thereof.

K.B.HUNTBATCH
CHAIRMAN

COMPANIES REGISTRATION
M
29 DEC 1981
OFFICE

THE COMPANIES ACT 1948 - 1980

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

Passed 21st October, 1981

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Vicarage Lane Ilford Essex on Wednesday the Twentyfirst day of October, 1981 the following Resolutions were duly passed as ORDINARY RESOLUTIONS.

RESOLUTIONS

1. THAT the capital of the Company be increased to £80,000 by the creation of 30,000 Ordinary Shares of £1 each.

2. That the whole of the amount standing to the credit of Share Premium Account be capitalised and appropriated to the holders of the Ordinary Shares of the Company registered as such at the date hereof by paying up in full on their behalf such number of the Company's unissued Ordinary Shares of £1 each as may be appropriate and that the Directors allot to their existing shareholdings provided always that if such distribution would otherwise result in any shareholder becoming entitled to a fraction of a share the directors shall have power to aggregate such fractions and allot shares resulting therefrom as they thinkfit.

COMPANIES REGISTRATION OFFICE 29 DEC 1981

K.B. HUNTBATCH
CHAIRMAN

No. 705031

THE COMPANIES ACT, 1948 - 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

(Passed 8th May, 1978.)

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Vicarage Lane Ilford Essex on Monday the 8th Day of May 1978 the following Resolutions were duly passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

1. THAT the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting therefrom Clause 3 and substituting therefor the Clause 3 set out in the print of the Momorandum of Association of the Company produced to the Meeting and for the purpose of identification signed by the Chairman thereof.

2. THAT the Regulations contained in the printed document produced to the Meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of and substitution for all the existing Articles of Association.

K. B. HUNTBATCH

Chairman.

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 705031

I hereby certify that

ELCOM (NORTHAMPTON) LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

PLESSEY SEMICONDUCTORS LIMITED

Given under my hand at Cardiff the 1ST APRIL 1978

D.A. Pendlebury

D. A. PENDLEBURY

Assistant Registrar of Companies

No. 705031

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ELCOM (NORTHAMPTON) LIMITED

Passed 17th January 1978

At an EXTRAORDINARY GENERAL MEETING of the members of the above Company, duly convened, and held at the office of the Company at Vicarage Lane Ilford Essex on the 17th day of January 1978 the following SPECIAL RESOLUTION was duly passed :

That

The name of the Company be changed to

PLESSEY SEMICONDUCTORS LIMITED

P.H.A. KENYON
CHAIRMAN

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965.

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of Ordinary Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the Ordinary Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

W. G. Cator

CHAIRMAN

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 9th day of July 1965

EXTRAORDINARY RESOLUTION passed at a Separate Meeting of the holders of "A" Shares in the above Company held at Arncliffe House, 9 Spencer Parade, Northampton at 10.45 a.m. on the 9th day of July 1965 : -

> "RESOLVED that the holders of the "A" Shares in the Capital of the Company do and hereby consent to the Special Resolution passed by the Members of the Company in General Meeting on 9th July 1965."

J. G. Leech.

CHAIRMAN

Number of Company 705031

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

- of -

ELCOM (NORTHAMPTON) LIMITED

Passed the 7th day of August 1964

At an EXTRAORDINARY GENERAL MEETING of the Members of the above Company duly convened and held at Weedon Road Industrial Estate, Northampton, on Friday the 7th day of August, 1964, the following ORDINARY RESOLUTION was duly passed :-

RESOLUTION

That the capital of the Company be increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

JOHN WILLIAM LAMBERT

Director.

No. 705031

(COPY)

Certificate of Incorporation.

I HEREBY CERTIFY that ELCOM (NORTHAMPTON) LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is LIMITED.

GIVEN under my hand at London this Fifth day of October One thousand nine hundred and sixty-one.

A. J. C. MANN,

Assistant Registrar of Companies.

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
(As amended by Special Resolutions passed on the 8th day of May, 1978 and the 9th day of December 1981)

OF

PLESSEY SEMICONDUCTORS LIMITED

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1. The name of the Company is PLESSEY SEMICONDUCTORS 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 the business of providing management and management services and to act as initiators, devisors, supervisors and executants of management, planning and consultancy operations; and without prejudice to the generality of the foregoing to act as the management organ of any company of which the Company is a subsidiary and of any or all the other subsidiary or associated companies of that company, and to carry on the business of manufacturers of and dealers in equipment and suppliers of services and facilities of all kinds used in or for the benefit of or in connection with the industries of engineering, telecommunications, power or energy(whether by way of generating, transmitting, converting or applying the same), computers, automation information handling,electronics, nucleonics, transportation or aerospace and generally to carry on any business involving or concerned with the application of science and technology in all their aspects to any thing capable of such application for the purposes useful or likely to be useful to mankind, and to carry on research and development in connection with any of the above objects.

(B) To carry on and develop in any manner the business of manufacturers, buyers, sellers, importers and exporters of and dealers in all kinds of mechanical, hydraulic, pneumatic, electrical or electronic devices, mechanisms and appliances.

(C) To carry on the business of commercial and industrial designers, and to invent, devise, develop and improve articles, appliances, apparatus, instruments, machines, tools, devices, systems and accessories for any industrial, domestic, scientific or personal use or purpose or for

any purpose whatsoever, and to let, use, grant licences in respect of, or otherwise turn the same to account.

(D) To carry on in all its branches any electrical, chemical, metallurgical or other business or operations and whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(E) To undertake and execute contracts of every kind relating to and involving the supply of minerals, ores, metals, metallic alloys and compounds, and for the purposes of any such contracts to carry on, undertake and transact any business subservient to the carrying out and proper execution thereof.

(F) To buy, sell manufacture, refine, manipulate, import, export, prepare for market and deal, either wholesale or retail, in all substances, raw materials, apparatus and things capable of being used in any such business as aforesaid, or required by any customers of or persons having dealings with the Company or which may seem capable of being profitably dealt with in connection with any of the said businesses.

(G) To purchase, or by any other means acquire any real or personal property or rights whatsoever.

(H) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, walls, wharves, roads, railways, tramways, machinery, engines, fences, banks, dams, sluices or watercourses, or carry out any other works which may be convenient or necessary in connection with any business or objects of the Company.

(I) To carry on business as carriers by land, sea or air, and as wharfingers, lightermen, warehousemen, builders and owners of air, sea and land transport of all kinds, and as shipping agents and forwarders of goods; to purchase, lease or otherwise acquire, construct, equip, maintain, improve, work, manage or control, or aid in or subscribe towards the promotion, construction, equipment, maintenance, improvement, working, management or control of works, undertakings and operations of all kinds, both public and private.

(J) To carry on business as bankers, capitalists, financiers, industrialists and merchants.

(K) To carry on in any part of the world any other business, whether financial, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above businesses or any of them or calculated directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render more profitable any of the Company's property.

(L) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(M) To acquire and 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 or which can be carried on in conjunction therewith, or which are capable of being conducted directly or indirectly to the benefit of the Company, 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 or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with 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, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, or other securities or rights so received.

(N) To improve, manage, cultivate, develop, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(O) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person

or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

(P) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.

(Q) To lend and advance money or give credit to such persons, firms or companies on such terms as may seem expedient, but not to carry on the business of a registered money-lender.

(R) To receive money on deposit or loan, and to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures (perpetual or otherwise) or other securities or rights, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's undertaking, property and assets (whether present or future), including its uncalled capital, and also (whether or not for any consideration) by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

(S) To guarantee, support or secure, whether 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 of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by Section 154 of the Companies Act, 1948, or another subsidiary as defined by the said Section of the Company's holding company or otherwise associated with the Company in business.

(T) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(U) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state or municipality, Provisional Order or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects

into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.

(v) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(w) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company, or carrying on or proposing to carry on any business capable of being conducted so as directly or indirectly to benefit the Company.

(x) To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

(y) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation and registration of or the raising of money for the Company or the issue of its capital, or the application to any Stock Exchange for permission to deal in and for quotation for any or all of its share or loan capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

(z) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any

persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(AA) To procure the Company to be registered or recognised in any dominion, colony or dependency and in any foreign country or place.

(BB) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking 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, debentures or other securities of any such company as aforesaid.

(CC) To sell, lease, mortgage, or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company for such consideration as the Company may think fit, and in particular for shares, whether fully or partly paid up, debentures or other securities of any other company, whether or not having objects altogether or in part similar to those of the Company.

(DD) To distribute among the Members of the Company in kind any property of the Company (whether by way of dividend or otherwise), and in particular any shares, debentures or other securities of other companies belonging to the Company or of which the Company may have the power of disposing.

(EE) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(FF) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that 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 corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company: Provided that nothing herein contained shall empower the Company to carry on business of assurance, insurance or reinsurance within the meaning of the Insurance Companies Act, 1958, or of any Act amending, extending or re-enacting the same.

4. The liability of the members is limited.

5. The Share Capital of the Company is £25,000* Divided into 25,000 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions or disqualifications so attached shall be altered, affected or interfered with except in the manner provided in Regulation 4 of Part 1 of Table A in the First Schedule to the Companies Act, 1948.

* 1). By Ordinary Resolution passed on the 7th August 1964, the capital of the Company was increased to £50,000 by the creation of 25,000 Ordinary Shares of £1 each.

2) By Special Resolution passed on 17th September 1964, the capital of the Company was divided into 41,129 Ordinary Shares and 8,871 "A" Shares all of one pound each.

3) By Special Resolution passed on 9th July 1965 31,038 original Ordinary Shares and 8,871 "A" Shares were converted into Preference Shares.

vii (contd)

4) By Ordinary Resolution passed 21st October 1981 the capital of the Company was increased to £80,000 by the creation of 30,000 Ordinary shares of £1 each.

WE, the several persons whose Names and Addresses 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.	No. of Shares taken by each Subscriber.
Walter Stanley Cator, "Brier Hey", Park View, Kettering Road, Moulton, Northants. Electronic Design Engineer.	One
Doris Amy Cator, Brier Hey, Park View, Kettering Rd., Moulton, Northants. (Housewife).	One
TOTAL SHARES TAKEN.	Two

Dated this 26th day of September, 1961.

Witness to the above Signatures:-

A.E. Berrisford,
Solicitor,
Northampton.

COMPANY LIMITED BY SHARES

NEW

Articles of Association

OF

PLESSEY SEMICONDUCTORS LIMITED.

(Adopted by Special Resolution passed on the 8th May 1978).

PRELIMINARY

1. The Regulations contained in Part II of Table A of the Companies Act, 1948 (hereinafter called "Table A") shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Regulations.

2. Regulations 24, 53, 75, 77 and 89 to 97 (inclusive) in Part I of Table A and Regulation 5 in Part II of Table A shall not apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is 50,000 divided into 10,091 Ordinary Shares of £1 each and 39,909 Preference Shares of £1 each. The rights attaching to the Preference Shares are as follows:-

(a) The right to a fixed cumulative preferential dividend at the rate of five per cent per annum on the capital for the time being paid thereon payable yearly on the 30th day of April in each year.

(b) The right in a winding up to have the capital paid up thereon and all arrears of dividend up to the date of commencement of the winding up paid up in priority to any payment out of capital of ordinary shares but with no further or other right to participate in the profits or assets of the Company.

(c) The Preference Shareholders shall not be entitled to have notice of any General Meeting of the Company nor to vote on any Resolution proposed at such a Meeting unless the Meeting be dealing with the sale of the undertaking of the Company or there be a Resolution before the Meeting affecting the rights of the Preference Shareholders in which event each of such Preference Shareholders shall be entitled to one vote per share.

RESOLUTIONS.

4. A Resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.

DIRECTORS AND DIRECTORS' POWERS

5. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company. An alternate Director shall be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall *ipso facto* vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Clause shall be effected in writing under the hand of the Director making the same.

6. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.

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

8. Paragraphs (2) and (4) of Regulation 84 in Part I of Table A shall not apply to the Company. A Director may vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting notwithstanding such interest.

9. No Director shall be required to vacate his office or be ineligible for election or re-election by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of a Director or any notice be required to state the age of the person to whom such resolution relates.

10. The words from "and every Director present" to the end of Regulation 86 in Part I of Table A shall not apply to the Company.

11. (A) A Member or Members holding a majority in nominal amount of the issued Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its Directors on its behalf, and shall take effect upon lodgement at the registered office of the Company.

(B) The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

EXECUTIVE DIRECTORS

12. The Directors from time to time, and at any time, may appoint any other persons to be Executive Directors of the Company and may define and limit and restrict their powers, authorities and discretions, and may fix and determine their remuneration and duties, and subject to any contract between him and the Company may remove any Executive Director so appointed. No share qualification shall be required for an Executive Director. An Executive Director shall not be a member of the Board of Directors or of any committee thereof, and shall not be entitled to be present at any meeting of the Directors or of any such committee, except at the request of the Directors or of such Committee, and if present at such request he shall not be entitled to vote thereat.

Deloitte Haskins+Sells

705031

Chartered Accountants

P.O. Box 207
128 Queen Victoria Street,
London EC4P 4JX
Telephone 01-248 3913
Telex 887880

87

your ref:

our ref: 011/CLW/C

The Directors,
Plessey Semiconductors Limited,
Vicarage Lane,
Ilford,
Essex 1GI 4AQ.

10th December, 1982.

Dear Sirs,

Plessey Semiconductors Limited

Following your request, we resign as auditors to Plessey Semiconductors Limited.

There are no circumstances connected with our resignation that we consider should be brought to the attention of the members or creditors of the company.

Yours faithfully,

Deloitte Haskins + Sells

CLASSI DATE
24 DEC 1982
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705051/89

PLESSEY SEMICONDUCTORS LIMITED

Minutes of an Extraordinary General Meeting held at Ilford on the 1st February, 1983

Present : Mr.K.B.Huntbatch
Mr.D.G.Thorn (representing Plessey-UK Ltd)

The following Resolution was passed as a Special Resolution :-

Resolved that, in accordance with the provisions of S.12 of the Companies Act 1981, the previous auditors of the company having resigned, no auditors be appointed by the company in that it is a dormant company and meets the other requirements of the aforesaid section in this regard.

Certified to be a true copy.

K.B.HUNTBATCH

Chairman

COMPANIES REGISTRATION OFFICE
-9 FEB 1983

No. 705031

THE COMPANIES ACTS 1948 - 1981

- and -

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PLESSEY SEMICONDUCTORS LIMITED

Passed 7th November 1989

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Vicarage Lane, Ilford Essex on Tuesday the Seventh day of November, 1989 the following Resolution was duly passed as a Special Resolution :-

> THAT the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of and in substitution for all the existing Articles of Association.

K.B.HUNTBATCH
CHAIRMAN

No. 705031

ARTICLES OF ASSOCIATION

THE COMPANIES ACTS 1948-1981

- and -

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PLESSEY SEMICONDUCTORS LIMITED

(Adopted by a Resolution dated 7th November, 1989)

PRELIMINARY

1. In these Articles and, where relevant, in Table A:

"the Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland acting on behalf of the Crown.

"British Citizen" means a person who is a British citizen under the British Nationality Act 1981 or any statutory modification or re-enactment thereof for the time being in force.

Certified a true copy

K.B. HUNTBATCH

K.B. HUNTBATCH
Chairman

"Director" shall have the meaning ascribed to such term in Section 741 of the Act or any statutory modification or re-enactment thereof for the time being in force.

"the Act" means the Companies Act 1985.

"Table A" means Table A in The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

"the Statutes" means the Companies Act 1985 and any statutory modification or re-enactment thereof for the time being in force and every other Act for the time being in force concerning companies and affecting the Company.

2.01 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

2.02 Regulations 24, 73 to 78 inclusive, 87 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARE CAPITAL

3.01 The share capital of the Company at the date of the adoption of these Articles is £80,000 divided into 40,091 Ordinary Shares of £1 each and 39,909 Preference Shares of £1 each. The rights attaching to the Preference Shares are as follows:-

(a) The right to a fixed cumulative preferential dividend at the rate of five per cent. per annum on the capital for the time being paid thereon payable yearly on the 30th day of April in each year.

(b) The right in a winding up to have the capital paid up thereon and all arrears of dividend up to the date of commencement of the winding up paid up in priority to any payment out of capital of ordinary shares but with no further or other right to participate in the profits or assets of the Company.

(c) The Preference Shareholders shall not be entitled to have notice of any General Meeting of the Company nor to vote on any Resolution proposed at such a Meeting unless the Meeting be dealing with the sale of the undertaking of the Company or there be a Resolution before the Meeting affecting the rights of the Preference Shareholders in which event each of such Preference Shareholders shall be entitled to one vote per share.

3.02 Subject to the provisions of Article 3.03 and to any directions which may be given by the Company in General Meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount.

3.03 The maximum nominal amount of share capital which the Directors may allot, grant options or subscription or conversion rights over, create, deal with or otherwise dispose of in accordance with this Article shall be up to the amount of the total unissued share capital of the Company or such other amount as shall be authorised by the Company in General Meeting.

3.04 The authority conferred on the Directors by Article 3.02 and 3.03 shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.

3.05 The provisions of section 89(1) of the Act shall not apply to the Company.

TRANSFER OF SHARES

4. The Directors may, in their absolute discretion and without assigning any reason, decline to register any transfer of any share, whether or not it is a fully paid share.

PROCEEDINGS AT GENERAL MEETINGS

5.01 A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders the signature of any one of them shall be sufficient for the purposes of that regulation.

5.02 Regulation 41 shall be modified by the insertion at the end of that regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.".

5.03 A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

POWERS AND DUTIES OF DIRECTORS

6. Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest, a Director may vote on any

matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

7. The Directors may exercise all the powers of the Company contained in Clause 3(R) of the Memorandum of Association of the Company.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

8. Without prejudice to the powers of the Company under section 303 of the Act to remove a Director by Ordinary Resolution and subject to Article 10, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a corporation signed on its behalf by one of its directors or its secretary and shall take effect upon lodgment at the registered office of the Company.

9. The office of a Director shall be vacated if the Director:

(a) is removed from office under Section 303 of the Act; or

(b) is removed from office under Articles 8 or 10 hereof.

Regulation 81 shall be modified accordingly.

10.01 Except with the prior written consent of the Authority, no person may be appointed to or continue in the office of a Director or as an alternate of a Director unless he is a British Citizen. If a Director ceases to be a British Citizen, the office of Director of the person concerned shall thereupon be vacated, save where the Authority has previously consented in writing to such person remaining in office as Director.

10.02 (i) No person may be appointed a Director or an alternate Director unless he shall have provided such information as the Directors may require to establish whether or not he is a British Citizen.

(ii) A Director and an alternate Director shall notify the Company in writing forthwith upon his becoming aware of any circumstanes that might affect his status as a British Citizen.

10.03 This Article 10 shall not be capable of removal, change or modification without the prior written consent of The Authority.

11. The Directors may from time to time appoint one or more of their body to be the holder of any executive office on such terms and for such period as they may (subject to the provisions of the Companies Act 1985) determine and without prejudice to the terms of any contract entered into in any particular case, may at any time revoke that appointment.

12. The Directors may entrust to and confer upon any Director holding any executive office any of the powers exerciseable by them upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

13. Any Director who holds any executive office or who serves on any committee of the Directors or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

14. Unless and until otherwise determined by the Company by Ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by

reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.

ROTATION OF DIRECTORS

15. The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of regulation 79 shall be deleted.

ALTERNATE DIRECTORS

16. In regulation 66, the words "But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom." shall be deleted.

PROCEEDINGS OF DIRECTORS

17.01 In regulation 88, the words "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom." shall be deleted.

17.02 Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

NOTICES

18.01 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address

or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.

18.02 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be amended accordingly.

INDEMNITY

19. Subject to the provisions of and so far as may be consistent with the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs charges losses expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

No.705031

THE COMPANIES ACTS 1948-1981

- and -

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

Passed 5th March 1990

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 1 Stanhope Gate London W1A 1EH on Monday the Fifth day of March 1990 the following Resolutions were duly passed as Special Resolutions :-

1. THAT all of the Ordinary Shares of £1 each in the capital of the Company and all the Preferred Shares of £1 each in the capital of the Company be and they are hereby converted into and redesignated as once class of Ordinary Shares of £1 each, such Ordinary Shares of £1 each to rank pari passu in all respects.

2. THAT, Article 3.01 of the Articles of Association of the Company be and it is hereby amended as follows :

   (i) by deleting the words "40,091 Ordinary Shares of £1 each and 39,909 Preference Shares of £1 each" and substituting therefor the words "80,000 Ordinary Shares of £1 each"; and

   (ii) by deleting the second sentence and sub-paragraphs (a) to (c) thereof.

K.B. Huntbatch

K.B. HUNTBATCH
CHAIRMAN

9 MAR 1990

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not write in this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number 705031

Name of company

* Plessey Semiconductors Limited

* insert full name of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated Tuesday, 6th March 1990 the nominal capital of the company has been increased by £ 920,000 beyond the registered capital of £ 80,000.

§ the copy must be printed or in some other form approved by the registrar

A copy of the resolution authorising the increase is attached.§

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

pari passu in all respects with the existing issued Ordinary Shares of one pound each in the capital of the Company.

Please tick here if continued overleaf

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed M.A. ROSS Designation‡ Secretary Date 6th March 1990

Presentor's name address and reference (if any):

FRESHFIELDS
Whitefriars
65 Fleet Street
London
EC4Y 1HT

For official Use

General Section

Post room

COMPANIES HOUSE
24 MAR 1990
M 80

No. 705031

THE COMPANIES ACT 1948

- and -

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED

Passed 6th March 1990

At an Extraordinary General Meeting of the above named Company held on Tuesday, 6 March 1990 the following Resolutions were duly passed, as to Resolutions 1, 2 and 3 as Special Resolutions and, as to Resolutions 4 and 5, as Ordinary Resolutions:

HOUSE
24 MAR 1990

SPECIAL RESOLUTIONS

(1) THAT Clause 3 of the Memorandum of Association of the Company be and it is hereby altered by deleting the existing sub-Clause (A) and replacing it with a new sub-Clause (A) in the form set out in the document marked "A" produced to the Meeting and signed for identification by the Chairman of the Meeting.

(2) THAT the regulations set out in the document marked "B" produced to the Meeting and signed for identification by the Chairman of the Meeting be and they are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

(3) THAT the 33,004 issued Ordinary Shares of one pound each in the capital of the Company registered in the name of The General Electric Company, p.l.c. and fifty per cent. of the authorised but unissued Ordinary Shares of one pound each in the capital of the Company be and they are hereby converted into and redesignated as a separate class of `G' Ordinary Shares of one pound each and the 33,004 issued Ordinary Shares of one pound each in the capital of the Company registered in the name of Siemens Aktiengesellschaft and the balance of the authorised but unissued Ordinary Shares of one pound each in the capital of the Company be and they are hereby converted into and redesignated as a separate class of `S' Ordinary Shares of one pound each, such separate classes of shares having the respective rights attached thereto set out in the new Articles of Association of the Company.

ORDINARY RESOLUTIONS

(4) THAT the authorised share capital of the Company be and it is hereby increased from £80,000 to £1,000,000 by the creation of 460,000 new `G' Ordinary Shares of one pound each and 460,000 new `S' Ordinary Shares of one pound each, such shares to rank pari passu in all respects with, respectively, the existing `G' Ordinary Shares of one pound each

and the existing 'S' Ordinary Shares of one pound each in the capital of the Company.

(5) THAT the Directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 (the "Act") to exercise all of the powers of the Company to allot relevant securities (within the meaning of the said Section 80 of the Act) up to a maximum aggregate nominal amount of £933,992, provided that this authority shall expire on 31 March 1990. Any existing authority conferred upon the Directors of the Company to allot relevant securities is hereby revoked.

.....

M.A. Ross
Secretary
6th March 1990

73713C

"B"

THE COMPANIES ACT 1948

- and -

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

PLESSEY SEMICONDUCTORS LIMITED

Registered No. 705031

(adopted on 6th March 1990)

TABLE A AND INTERPRETATION

1. The regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 as altered by any enactment or subordinate legislation coming into operation prior to the date of adoption of these Articles (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or are inconsistent with these Articles, apply to the Company. No regulations set out in any schedule to any other statute concerning companies shall

COMPANIES HOUSE
24 MAR 1990
20

apply as regulations or articles of the Company. All words or expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

In these Articles, unless the context otherwise requires:-

"the Act" means the Companies Act 1985;

"the Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland acting on behalf of the Crown;

"Board" means the Directors or any of them acting as the board of Directors of the Company;

"British Citizen" means a person who is a British citizen under the British Nationality Act 1981 or any statutory modification or re-enactment thereof for the time being in force;

"Directors" shall have the meaning ascribed to such term in Section 741 of the Act or any statutory modification or re-enactment thereof for the time being in force;

"`G' Directors" means the Directors appointed by the `G' Shareholders pursuant to Article 19, including their alternates;

"`G' Shareholder" means a holder of `G' Shares;

"`G' Shares" means `G' ordinary shares of £1 each in the Company;

"`S' Directors" means the Directors appointed by the `S' Shareholders pursuant to Article 20, including their alternates;

"`S' Shareholder" means a holder of `S' Shares;

"`S' Shares" means `S' ordinary shares of £1 each in the Company.

SHARE CAPITAL

2. The `G' Shares and the `S' Shares constitute different classes of shares but, save as expressly provided in these Articles, shall confer the same rights upon the holders thereof and shall rank pari passu in all respects.

3. On a return of capital on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied in repaying to the `G' Shareholders and to the `S' Shareholders the amounts paid up on the `G' Shares and the `S' Shares held by them respectively (excluding any premium) and the balance (if any) of such assets shall belong to and be distributed between the `G' Shareholders and the `S' Shareholders in proportion to the nominal value of the `G' Shares and the `S' Shares held by them respectively.

ALLOTMENT OF SHARES

4. Subject to the provisions of the Act, unissued shares in the capital of the Company for the time being shall only be allotted as follows:-

(a) no shares shall be issued otherwise than as `G' Shares or `S' Shares;

(b) every allotment shall be of an equal number of `G' Shares and `S' Shares unless all the members shall otherwise agree in writing;

(c) no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members; and

(d) as between holders of shares of the same class (if more than one), the shares of that class being allotted shall be allotted (as nearly as practicable) in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing.

5. Shares which are comprised in the authorised but unissued share capital of the Company shall be under the control of the Directors of the Company who may (subject to sections 80 and 89 of the Act and to Article 4 above) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

VARIATION OF RIGHTS

6. Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of the Articles relating to general meetings of the Company and the proceedings thereat shall, mutatis mutandis, apply to every such separate general meeting, except that:-

(a) the necessary quorum shall be one holder of shares of the relevant class present in person or by proxy, whatever the amount of his holding; and

(b) 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.

7. Unless otherwise provided by the rights attached to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied either by the creation of further shares or, except for any allotment of shares otherwise than in accordance with Article 4, the issue of further shares.

TRANSFER OF SHARES

8. Except as all the members may otherwise agree in writing, no share in the capital of the Company or any interest therein or any right of allotment in respect thereof shall be transferred otherwise than in accordance with Article 9 below. Regulation 24 of Table A shall not apply.

9. (1) The Board shall, subject to Article 10 below, approve for registration any transfer of shares in respect of which there has been lodged at the office or at such other place as the Board may appoint a certificate executed by or on behalf of all the members stating that they agree to such transfer, together with such evidence as the Board may reasonably require as to the authority of any person executing such certificate on behalf of any member.

(2) A certificate once lodged in accordance with paragraph (1) of this Article shall be irrevocable, save with the written consent of all the members. The Board shall be entitled to rely on any such certificate once so lodged without regard to any notice or communication which it may receive from any member in relation thereto.

(3) The Board shall refuse to register any other transfer of shares without the prior written consent of all the members.

10. The Board shall also refuse to register the transfer of any share unless the instrument of transfer:

(a) is lodged, duly stamped, at the office or at such other place as the Board may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

(b) is in respect of only one class of shares; and

(c) is in favour of not more than four transferees.

PURCHASE OF OWN SHARES

11. Subject to the provisions of the Act and to sanction by an extraordinary resolution passed at a separate class meeting of the holders of any class of convertible shares, the Company may purchase its own shares (including any redeemable shares).

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum is present at the time when the relevant business is being transacted. The necessary quorum shall be at least one member present in person or by proxy or, being a corporation, by a duly authorised representative thereof, being a `G' Shareholder and at least one member present as aforesaid being an `S' Shareholder. Regulations 39 and 40 shall not apply.

13. If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved, and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the chairman of the meeting may determine, but business may only be transacted at such adjourned meeting if the requirements of Article 12 are met.

14. The Chairman shall not have a second or casting vote and Regulation 50 shall not apply.

15. A poll may be demanded by the Chairman of the relevant meeting or by any Member present in person or by proxy or in the case of a corporate member attending by duly authorised representative. Regulation 46 of Table A shall be varied accordingly.

VOTES OF MEMBERS

16. On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote in respect of every `G' Share of which he is the holder and one vote in respect of every `S' Share of which he is the holder PROVIDED THAT:-

(a) no `G' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an `S' Director;

(b) no `S' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a `G' Director;

(c) if at any meeting any `G' Shareholder is not present in person or by proxy (or, in the case of a corporation, by a representative) the votes exercisable on a poll in respect of the `G' Shares held by `G' Shareholders present in person or by proxy (or, in the case of a corporation, by a representative) shall be pro tanto increased so that such `G' Shares shall together entitle such `G' Shareholders to the same aggregate number of votes as could be cast in respect of all the `G' Shares if all the `G' Shareholders were present;

(d) if at any meeting any `S' Shareholder is not present in person or by proxy (or, in the case of a corporation, by a

representative) the votes exercisable on a poll in respect of the `S' Shares held by `S' Shareholders present in person or by proxy (or, in the case of a corporation, by a representative) shall be pro tanto increased so that such `S' Shares shall together entitle such `S' Shareholders to the same aggregate number of votes as could be cast in respect of all the `S' Shares if all the `S' Shareholders were present;

(e) an instrument appointing a proxy may be in any usual or common form or in any other form which the Board may approve; and

(f) Regulations 54, 60 and 61 of Table A shall not apply. In Regulation 62(a) of Table A the words "not less than 48 hours" and in Regulation 62(b) of Table A the words "not less than 24 hours" shall not apply.

17. A resolution shall not be validly passed either on a show of hands or on a poll unless at least one `G' Shareholder present in person or by proxy (or, in the case of a corporation, by a representative) and one `S' Shareholder present in person or by proxy (or, in the case of a corporation, by a representative) shall vote in its favour.

NUMBER OF DIRECTORS

18. The number of Directors (other than alternate Directors) shall be not less than two and not more than four or such other even maximum number as may be agreed in writing from time to time by `G' Shareholders holding a majority in number of the `G' Shares and `S' Shareholders holding a majority in number of the `S' Shares. Regulation 64 shall not apply.

19. Subject to Article 23, `G' Shareholders holding a majority in number of the `G' Shares shall be entitled at any time and from time to time to appoint a total of two Directors (or, in the event of a maximum number of Directors other than four being agreed in accordance with Article 18, half of such other maximum number) as `G' Directors and to remove or replace any `G' Directors so appointed.

20. Subject to Article 23, 'S' Shareholders holding a majority in number of the 'S' Shares shall be entitled at any time and from time to time to appoint a total of two Directors (or, in the event of a maximum number of Directors other than four being agreed in accordance with Article 18, half of such other maximum number) as 'S' Directors and to remove or replace any 'S' Director so appointed.

21. Every such appointment or removal of a Director under Article 19 or Article 20 shall be effected by notice in writing to the Company signed by or on behalf of the member or members making the same and shall take effect, subject to any contrary intention expressed in the notice, when the notice effecting the same is delivered to the office and any such removal shall be without prejudice to any claim which a Director so removed may have under any contract between him and the Company PROVIDED THAT in the case of a claim made by a Director removed pursuant to Article 19 or Article 20 in respect of such removal then the member or members so removing such Directors shall indemnify the Company in respect of any liability arising in respect thereof.

22. No person shall be appointed as a Director by any other person or persons in any event whatsoever. There shall not be any age limit for Directors and sub-sections (1) to (6) of section 293 of the Act shall not apply to the Company.

23. (1) Except with the prior written consent of the Authority, no person may be appointed to or continue in the office of a Director or as an alternate of a Director unless he is a British Citizen. If a Director ceases to be a British Citizen, the office of Director of the person concerned shall thereupon be vacated, save where the Authority has previously consented in writing to such person remaining in office as Director.

(2) (a) No person may be appointed a Director or an alternate Director unless he shall have provided such information as the Directors may require to establish whether or not he is a British Citizen.

(b) A Director and an alternate Director shall notify the Company in writing forthwith upon his becoming aware of any circumstances that might affect his status as a British Citizen.

(3) This Article 23 shall not be capable of removal, change or modification without the prior written consent of the Authority.

ALTERNATE DIRECTORS

24. Subject to Article 23, `G' Shareholders holding a majority in number of the `G' Shares may at any time and from time to time appoint any person to be an alternate Director to represent any `G' Director and to remove from office an alternate Director so appointed. Regulations 65, 67 and 68 shall not apply.

25. Subject to Article 23, `S' Shareholders holding a majority in number of the `S' Shares may at any time and from time to time appoint any person to be an alternate Director to represent any `S' Director and to remove from office an alternate Director so appointed.

26. (1) Article 21 shall apply, mutatis mutandis, to every appointment or removal of an alternate Director under Article 24 or Article 25.

(2) For the purpose of these Articles, an alternate Director appointed to represent a `G' Director shall be deemed to be a `G' Directors and an alternate Director appointed to represent an `S' Director shall be deemed to be an `S' Director.

27. A Director or any other person may be appointed as an alternate Director to represent more than one Director provided however that an alternate Director may not be appointed to represent both one or more `G' Directors as well as one or more `S' Director. An alternate Director shall be entitled at meetings of the Board or any committee of the Board to one vote for every Director whom he has been appointed to represent in addition to his own vote (if any) as a Director, but he

shall count as only one `G' Director or `S' Director (as appropriate) for the purpose of determining whether a quorum is present.

28. Regulations 66 and 69 shall be construed as if the words "the Director he has been appointed to represent" were substituted for the words "his appointer" and "the Director appointing him" whenever those words appear therein.

DELEGATION OF DIRECTORS' POWERS

29. The Board may delegate any of its powers to any committee consisting of two or more Directors, one of whom shall be a `G' Director and one of whom shall be an `S' Director. The Board may also delegate to any managing Director or any Director holding any other executive office such of its powers as the Board considers desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of any committee of the Board shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying. Regulation 72 of Table A shall not apply to the Company.

ROTATION OF DIRECTORS

30. The Directors shall not be subject to retirement by rotation. Regulations 73-80 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply.

DIRECTORS' INTERESTS

31. A Director may vote at any meeting of the Directors or of a committee of the Directors on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts with or may

conflict with the interests of the Company and, without prejudice to the generality of the foregoing, whether or not such Director is an officer or employee of any company which is in the same group as any `G' Shareholder or any `S' Shareholder, or is a holder of, or otherwise interested in, shares or other securities, or any rights in respect of shares or other securities, in any such company, and whether or not such transaction, arrangement or matter is with or otherwise concerns any company which is in the same group as any `G' Shareholder or any `S' Shareholder. Regulations 93-98 (inclusive) shall not apply.

PROCEEDINGS OF DIRECTORS

32. It shall be necessary to give notice of a meeting to each Director (unless such Director has waived this requirement) including any Director who is absent from the United Kingdom provided that such Director has given an address to which notices may be sent. Any such notice shall contain, inter alia, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting and, if sent to an address outside the United Kingdom, shall be sent by courier, telex, or facsimile, whichever method is the fastest available. Regulation 88 shall be varied accordingly.

33. Questions arising at any meeting of the Directors or of any committee of the Directors shall, unless otherwise determined by the members, be decided by a majority of votes of the Directors present (or their alternates) provided that no resolution of the Directors or of a committee thereof shall be effective unless at least one `G' Director and one `S' Director shall have voted in favour thereof. The chairman shall not have a second or casting vote and Regulation 88 of Table A shall be varied accordingly.

34. The quorum for the transaction of the business of the Board, or of any committee of the Board, shall be at least one `G' Director and at least one `S' Director present at the time when the relevant business is transacted. A person who holds office only as an alternate

Director shall, if the Director he has been appointed to represent is not present, be counted in the quorum. Regulation 89 shall not apply.

35. The continuing Directors may act notwithstanding any vacancies in their number, but, if there shall cease to be at any time either any `G' Directors or any `S' Directors (as the case may be), the continuing Directors may act only for the purpose of convening a general meeting of the Company. Regulation 90 shall be varied accordingly.

36. (1) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board (not being less than the number of Directors required to form a quorum of the Board) shall, provided that it has been signed by at least one `G' Director and at least one `S' Director, be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and for this purpose:-

(a) a resolution may consist of several documents to the same effect each signed by one or more Directors;

(b) a resolution signed by an alternate Director need not also be signed by the Director he has been appointed to represent; and

(c) a resolution signed by a Director in respect of whom an alternate Director has been appointed need not also be signed by the alternate Director in that capacity.

(2) Without prejudice to the first sentences of Regulation 88, Article 29 and Article 34, a meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic or electronic communication) to communicate with each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly.

CAPITALISATION OF PROFITS

37. (1) The Board may with the authority of an ordinary resolution of the Company authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either -

(a) the allotment to such members respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation; or

(b) the payment up by the Company on behalf of such members (by the application thereto of their respective proportions of the profits resolved to be capitalised) of the amounts or any part of the amounts, remaining unpaid on their existing shares

and any agreement made under such authority or under the authority contained in Regulations 110(a)(b) and (c) shall be binding on all such members;

PROVIDED ALWAYS that, save with the prior consent or sanction of the `G' Shareholders and the `S' Shareholders given in accordance with Article 6, no undivided profits or sum standing to the credit of the Company's share premium account or capital redemption reserve may be so capitalised and so appropriated and applied otherwise than in relation to an allotment of equal numbers of fully paid `G' Shares and `S' Shares to the respective existing holders thereof in proportion to their respective holdings.

Regulation 110(d) shall not apply to the Company.

(2) On any occasion when shares are allotted and distributed credited as fully paid in accordance with Regulation 110 or Article 37(1) the shares allotted to holders of "G" Shares shall forthwith on allotment automatically stand converted into "G" Shares and the Shares allotted to holders of "S" Shares shall forthwith on allotment automatically stand converted into "S" Shares. Regulation 110 shall be modified accordingly.

NOTICES

38. (1) Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Act. The third sentence of Regulation 112 shall be deleted.

(2) Any notice required by these Articles to be given by the Company may be given by any visible form on paper including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be amended accordingly.

AMENDMENTS TO TABLE A

39. Table A shall be further modified as follows:

(a) in Regulation 37 the words "within the United Kingdom" shall be deleted;

(b) in Regulation 66 the last sentence shall be deleted;

(c) Regulation 116 shall be modified by the substitution of the words "at the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom".

SEAL

40. The Directors shall provide for the safe custody of the seal and the securities seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which the seal or the securities seal shall be affixed shall be signed by any two Directors being one `G' Director and one `S' Director provided that as regards

any certificates for shares or debentures or other securities of the company the Directors may determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

705031

"A"

PLESSEY SEMICONDUCTORS LIMITED

(A) To carry on the business of manufacturors of and dealers in equipment and suppliers of services and facilities of all kinds used in or for the benefit of or in connection with the industries of engineering, telecommunications, power or energy (whether by way of generating, transmitting, converting or applying the same), computers, automation, information handling, electronics, nucleonics, transportation or aerospace and generally to carry on any business involving or concerned with the application of science and technology in all their aspects to anything capable of such application for purposes useful or likely to be useful to mankind, and to carry on research and development in connection with any of the above objects.

[73350c]

COMPANIES HOUSE
24 MAR 1990
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THE COMPANIES ACT 1948

- and -

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PLESSEY SEMICONDUCTORS LIMITED
Registered No 705031

At an Extraordinary General Meeting of the Company held on 10th May 1990 the following resolutions were passed as Special Resolutions -

SPECIAL RESOLUTIONS

1. THAT the 500,000 'G' Ordinary Shares of £1 each in the capital of the Company and the 500,000 'S' Ordinary Shares of £1 each in the capital of the Company be and they are hereby converted into and redesignated as one class of Ordinary Shares of £1 each, such Ordinary Shares of £1 each to rank pari passu in all respects

2. THAT the regulations set out in the document produced to the Meeting and signed for identification by the Chairman be and they

are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

Director

Dated: 10th May 1990

73807C

THE COMPANIES ACT 1948

-and-

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

-of-

PLESSEY SEMICONDUCTORS LIMITED

Registered No. 705031

(adopted on 10th May 1990)

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1. The regulations in Table A prescribed under section 8 of the Companies Act 1985 the ("Act"), as in force at the date of adoption of these Articles, (hereinafter called "Table A") shall apply to this Company save insofar as they are varied or excluded by or are inconsistent with these regulations. No regulations set out in any schedule to any other statute concerning companies shall apply as regulations or articles of the Company.

2. In these Articles, unless the context otherwise requires:-

"the Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland acting on behalf of the Crown;

"British Citizen" means a person who is a British citizen under the British Nationality Act 1981 or any statutory modification or re-enactment thereof for the time being in force;

"Director" shall have the meaning ascribed to such term in Section 741 of the Act or any statutory modification or re-enactment thereof for the time being in force.

3. Regulations 24, 25, 26, 28 (except for the words commencing with "The company" and ending with "is registered,"), 87 and 73 to 80 (inclusive) in Table A shall not apply to the Company.

4. Subject to Article 6, The General Electric Company, p.l.c. shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed on behalf of The General Electric Company, p.l.c. by one of its directors, and shall take effect upon lodgment at the Registered Office of the Company. Regulation 90 of Table A shall take effect subject to this regulation.

5. Subject to Article 6, The General Electric Company, p.l.c. shall have power from time to time and at any time to appoint one or more of the Directors as Chairman of the Board of Directors, Managing Director or Managing Directors, Deputy Managing Director or Deputy Managing Directors, or to any other office of the Company and to

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appoint any person Secretary of the Company, upon such terms and for such period and with such powers as the appointer thinks fit and to revoke any such appointment. Any such appointment or revocation shall be effected by written notice in the manner set out in regulation 3 hereof. Regulations 72, 91 and 99 of Table A shall take effect subject to this regulation.

6.(1) Except with the prior written consent of the Authority, no person may be appointed to or continue in the office of a Director or as an alternate of a Director unless he is a British Citizen. If a Director ceases to be a British Citizen, the office of Director of the person concerned shall thereupon be vacated, save where the Authority has previously consented in writing to such person remaining in office as Director.

(2) (a) No person may be appointed a Director or an alternate Director unless he shall have provided such information as the Directors may require to establish whether or not he is a British Citizen.

(b) A Director and an alternate Director shall notify the Company in writing forthwith upon his becoming aware of any circumstances that might affect his status as a British Citizen.

(3) This Article 6 shall not be capable of removal, change or modification without the prior written consent of the Authority.

7. The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for

the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company, and the wives, widows, families and dependants of any such persons, and also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and wellbeing of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company by Ordinary Resolution, any Director who holds or has held any such executive position or agreement for services shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension allowance or emolument.

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Mr. Tuckey
Chairman
7 March 1990

DATED 7th March, 1990

GEC Siemens plc (in liquidation)	(1)
each of the Transferees named herein	(2)
The Plessey Company Limited	(3)
Plessey UK Limited	(4)
Plessey Properties Limited	(5)
Plessey Overseas Limited	(6)
The General Electric Company, p.l.c.	(7)
- and -	
Siemens Aktiengesellschaft	(8)

TRANSFER AGREEMENT

for the transfer of the
several parts of the business
of GEC Siemens plc

Freshfields
Whitefriars
65 Fleet Street
London EC4Y 1HT

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

COMPANIES HOUSE
10 JUL 1990

CFD.803

PRESENTED
10 APR 1990
No. 2924

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Approved form documents

Document	Clause
Registered user agreement	6.03(b) and Clause 7 of Schedule 18
Divisional Return	7.03(a)
Vehicle hire agreement	15.03

CFD.803

PRESENTED
10 APR 1990
No. 202924

THIS AGREEMENT is dated 7th March, 1990 and is made BETWEEN:-

ADJUDGED NOT CHARGEABLE WITH ANY STAMP DUTY
2 7 90

(1) GEC Siemens plc (No. 2300076) whose registered office is at 1 Stanhope Gate, London W1A 1FH ("the Transferor") acting by its liquidators Christopher Morris Esq. and John Parry Richards Esq. ("the Liquidators")

(2) each of the parties referred to as the Transferee in Part A(i) of Schedules 1 to 15

(3) The Plessey Company Limited (No. 203848) whose registered office is at Vicarage Lane, Ilford, Essex IG1 4AQ ("Plessey")

(4) Plessey-UK Limited (No. 79061) whose registered office is at Vicarage Lane, Ilford, Essex IG1 4AQ ("Plessey UK")

(5) Plessey Properties Limited (No. 164393) whose registered office is at Vicarage Lane, Ilford, Essex IG1 4AQ ("Plessey Properties")

(6) Plessey Overseas Limited (No. 750585) whose registered office is at Vicarage Lane, Ilford, Essex IG1 4AQ ("Plessey Overseas")

(7) The General Electric Company, p.l.c. (No. 67307) whose registered office is at 1 Stanhope Gate, London W1A 1EH ("GEC") and

(8) Siemens Aktiengesellschaft whose principal office is at Wittelsbacherplatz 2, D 8000 Munich ("Siemens")

WHEREAS

(A) The Transferor is the owner of the business comprising the Businesses and the Shares pursuant to an agreement dated 22nd February, 1990 and made between Plessey, Plessey UK, Plessey Properties and Plessey Overseas as vendors, the Transferor as purchaser, GEC and Siemens ("the Hive-up Agreement").

(B) On the date hereof the Transferor, the issued share capital of which is held equally by GEC and Siemens, was placed in members' voluntary winding up and the Liquidators were appointed as liquidators of the Transferor and were authorised to enter into this Agreement and carry the same into effect for the purpose of implementing a reconstruction of the Transferor under Section 110 Insolvency Act 1986.

(C) This Agreement sets out the terms on which the Transferor has agreed to transfer and each Transferee has agreed to acquire the part of the business of the Transferor more particularly described herein.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.01 In this Agreement the following expressions have the following meanings:

"the Accounts"	the accounts of the Transferor, including the separate accounts of the businesses of the Transferor, as at the Effective Date to be prepared in accordance with the Plessey Finance Manual
"the Bank Accounts"	in relation to any Business, the bank accounts listed in Part F of the relevant Schedule and any other bank account operated by the Transferor exclusively in relation to that Business
"the Business"	the business of the Transferor described in Part B of the relevant Schedule relating to the transfer of

	a business as it is carried on at the date hereof. ~~There is set out in the Annex referred to in Part B of the relevant Schedule a copy of the Business Charter for the Business. The Business Charter has been prepared by Plessey UK and the Transferee has not independently verified its content and accordingly such Annex is agreed not to be binding on the parties~~
"the Business intellectual Property Rights"	as defined in Clause 1 of Schedule 18
"the Claims"	as defined in sub-Clause 5.02 (a)
"Completion"	the performance by the parties of the several obligations contained in Clause 6.01
"the Consideration Shares"	the number of new Ordinary Shares in the capital of the Transferee set out in Part A(iii) of the relevant Schedule
"the Contracts"	as defined in sub-Clause 5.02 (b)
"the Effective Date"	the close of business on 23rd February, 1990
"the Employees"	all the persons employed in or by the Business
"Excluded Assets"	any amount due to the Transferor in respect of taxation from the

	Inland Revenue or any other fiscal authority (otherwise than in respect of National Insurance contributions, PAYE liabilities, value added or like sales taxes or customs and excise levies, duties and impositions)
"Excluded Liabilities"	(i) any amount owed by the Transferor in respect of taxation to the Inland Revenue or any other fiscal authority (otherwise than in respect of National Insurance contributions, PAYE liabilities, value added or like sales taxes or custom and excise levies, duties and impositions) and (ii) any amount outstanding under Clause 3.04 of the Hive-up Agreement
"the Fixtures and Fittings"	means the fixtures and fittings in the Property which belong to the Transferor and are not otherwise referred to in this Agreement
"the Freehold(s)"	the freehold interest in the properties specified in Part C(i) of the relevant Schedule relating to the transfer of a Business
"Freshfields"	Freshfields, solicitors, of Whitefriars, 65 Fleet Street, London EC4Y 1HT

"GPTH"	GEC Plessey Telecommunications Holdings Limited
"the Lease"	any lease or underlease constituting the Leasehold(s)
"the Leasehold(s)"	the leasehold interest in the properties specified in Part C(ii) of the relevant Schedule relating to the transfer of a Business
"the Leasing Agreements"	the leasing agreements relating to the Business (other than any motor vehicle leases) at the date of this Agreement, including those agreements short particulars whereof are set out in Schedule 16
"the National Conditions"	the National Conditions of Sale (20th Edition) (and all references in the National Conditions to "the property" shall be deemed to be references to each of the Properties)
"Norton Rose"	Norton Rose, solicitors, of Kempson House, Camomile Street, London EC3A 7AN
"the Option Agreements"	as defined in Clause 17.03
"the Plessey Group"	Plessey and its subsidiaries
"the Plessey Marks"	the registrations of the name "Plessey" and the Plessey symbol and applications therefor

"the Property/ies"	the property/ies short particulars of which are set out in Part C of the relevant Schedule relating to the transfer of a Business as the same are for the purpose of identification only shown on the plans (if any) referred to in the relevant Schedule, together with any adjacent or neighbouring land occupied for the purpose of the relevant Business
"Shareholder Loans"	any indebtedness (other than indebtedness incurred in the ordinary course of trading) owing to the Transferor by a company the Shares in which are transferred hereunder including, without limitation the indebtedness set out in Schedule 17
"the Shares"	the shares in the capital of each of the company/ies referred to in Part B or E of the relevant Schedule
"the Sub-leasing Agreements"	the agreements made between Plessey UK and the Transferor (pursuant to Clause 12 of the Hive-up Agreement) providing for there to be sub-leased to the Transferor, in respect of the relevant Business, plant and machinery leased to Plessey UK under the Leasing Agreements and used in that Business

"subsidiary"	has the same meaning as defined under Section 736 Companies Act 1985
"the Transferee"	in relation to the subject matter of the relevant Schedule, the Transferee referred to in Part (A)(i) thereof
"the Undertakings"	(i) the undertakings given on behalf of GEC and Siemens to the European Commission in relation to Plessey's semiconductor activities; and (ii) the undertakings given by GEC separately, GEC and Siemens together and the Transferor, GEC and Siemens together to the Secretary of State for Trade and Industry dated 1st August, 1989, together with the agreement between The Secretary of State for Defence (1), GEC (2), Siemens (3) and the Transferor (4) dated 1st August, 1989 referred to therein.

1.02 References to Clauses, sub-clauses, paragraphs and Schedules are unless otherwise stated to Clauses, sub-clauses and paragraphs of and Schedules to this Agreement and references to the relevant Schedule are to the Schedule relative to the Transferee and the Business and/or Shares referred to in that Schedule.

1.03 References to Annexes are to the documents marked as such and for the purpose of identification signed by Freshfields and Norton Rose prior to the execution of this Agreement.

1.04 Any document expressed to be "in the approved form" means a document in a form approved by the Transferor, the relevant Transferee(s), GEC and Siemens and for the purpose of identification signed by Freshfields and Norton Rose prior to the execution of this Agreement.

1.05 References in this Agreement to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.

1.06 The headings to the Clauses are for convenience only and have no legal effect.

1.07 All references to time shall be to London time.

2. TRANSFER

2.01 Subject to Clause 2.06, the Transferor transfers to the Transferee with effect from the Effective Date the following (other than the Excluded Assets), being part of the business of the Transferor:

(a) the Business as a going concern together with all the assets owned by the Transferor and which exclusively or predominantly relate to or are used in the Business, including:

(i) the goodwill of the Business and the exclusive right for the Transferee to represent itself as carrying on the Business in succession to the Transferor and the non-exclusive right for the Transferee to use the name

"Plessey" and the Plessey Marks in relation to the Business to the extent that use of the name "Plessey" and the Plessey Marks has been made in such Business prior to the date hereof, in particular on all products, business letters, invoices, catalogues and advertising material relating to the products and activities of the Business;

(ii) all information and records in the possession or under the control of the Transferor in respect of past, present and prospective suppliers and customers of the Business or otherwise relating to or used in the Business provided that any such information and records which are required by the Transferor for the purposes of complying with any requirement of law shall not be transferred hereunder until completion of the winding up of the Transferor;

(iii) the stock of the Business wheresoever located (including but not limited to raw materials, components, work in progress, packaging, catalogues, finished products, goods in transit and tools or materials for the time being in the possession of a third party);

(iv) the benefit of the Contracts, including, without limitation, the benefit of all rights and claims of or belonging to the Transferor under any warranties, conditions or representations, (including, but not limited to, all rights against manufacturers, suppliers and sub-contractors) including in the case of the Business described in Schedule 8 and any other Business to which they may relate, the rights of the Transferor (subject to the obligations relative thereto) to supplies, licences and access to records and similar rights under the Agreement dated 26th May, 1988 made between Plessey UK (1) and Radstone Technology Limited (2) for the sale of the Microsystems business of Plessey UK;

(v) the benefit of all other rights and claims of or belonging to the Transferor in relation to the Business, including, in the case of the Business described in Schedule 8 (but without prejudice to any other rights or claims of or belonging to the Transferor in respect of any other Business), all rights and claims of Plessey UK against Motorola Inc. in respect of that Business;

(vi) all cash in hand and at the Bank Accounts and the benefit of all book debts and other sums of money whatsoever owed to the Transferor in relation to the Business;

(vii) the Properties and all the Fixtures and Fittings on the terms stated in Clause 14;

(viii) all the plant, machinery and equipment, computer and communication hardware, loose tools, furniture, partitioning, books and stationery, motor vehicles and other goods owned by the Transferor and either used in the Business or normally located on or in the Properties;

(ix) the benefit of any sum to which the Transferor is entitled either from third parties or insurers in respect of damage or injury caused to the assets comprised in the Business or otherwise in respect of the Business and/or any actions proceedings, claims, damages, costs, demands and expenses howsoever relating to the Business, including, without limitation, the benefit of any such sum in respect of the Claims or any other liabilities and, in particular, the insurance claim no. PL 03688 under Plessey's Products Guarantee Policy no. LG 128/R93X7539 and any other insurance claim of Plessey UK in respect of the claim referred to in Clause 5.02(a)(iv); and

(b) the Shares, together with all rights attached thereto (including, without limitation, the right to all dividends declared, made or paid after the Effective Date) and the benefit of the Shareholder Loans,

together with, in each case, all other assets of any nature of the Transferor which exclusively or predominantly relate thereto.

2.02 The intellectual property rights of the Transferor will be dealt with in accordance with the provisions of Schedule 18, to which the provisions of this Agreement relating to the Contracts apply.

2.03 The assets relating to the Business and the Shares are transferred subject to and with the benefit of all rights, restrictions, covenants, agreements, charges, liens and encumbrances (if any) affecting the same and the Transferee shall accept without investigation, requisition or objection such title thereto (if any) as the Transferor may have.

2.04 Subject to Clause 17.03 and the other provisions of this Clause 2, beneficial ownership and risk in respect of the assets transferrrrd hereunder shall pass to the Transferee on the date hereof but, for the purpose of the allocation of any right, benefit, loss, obligation or liability as between the Transferor and the Transferee, shall be deemed to have passed to the Transferee on the Effective Date.

2.05 If the consent or agreement of any third party is required to give effect to the transfer of any asset hereunder or otherwise to give effect to the terms of this Agreement, each of the Transferor and the Transferee shall, at the request of and in co-operation with the other, after the date hereof use all reasonable endeavours to obtain such consent or agreement. The Transferor gives no warranty that any such consent or agreement is obtainable and the Transferee accepts the risk of acquiring any such asset without such consent or agreement. Until such time as any such consent or agreement is obtained to the satisfaction of the Transferee and the full benefit of the relevant asset transferred to the Transferee, the Transferor shall (subject to Clause 2.06) with effect from the date of this Agreement hold the benefit of any such asset on trust for the Transferee absolutely.

2.06 If in respect of any asset the transfer set out herein and/or any other provision of this Agreement (including, but not limited to, the provisions of Clause 2.05) would constitute a breach of or an event of default under or cause termination of any agreement, law or regulation having the force of law then the provisions of this Agreement (other than this Clause 2.06) in so far as they constitute any such breach or event of default or cause termination of such agreement shall not apply in relation to such asset, and this Agreement shall not be construed as an agreement to transfer or any offer so to do, unless and until any required consent, waiver or agreement is obtained to the satisfaction of the Transferee, whereupon the Transferor shall transfer and the Transferee shall acquire the asset in question on the terms set out herein.

2.07 The Transferee hereby agrees that it is satisfied with the assets transferred hereunder and transfers the same on an "as is, where is" basis with full knowledge of all relevant matters including, without limitation, knowledge of the whereabouts and state and condition of all tangible assets, the provisions of all relevant documents and of any defect in the same or in the title of the Transferor thereto or any right of rectification or termination which any third party may have. All representations, warranties, conditions and other terms (including, without limitation, warranties and conditions as to title, quiet possession, merchantable quality, fitness for purpose and description) expressed or implied by statute or otherwise in respect of the assets transferred hereunder are (so far as permitted by law) excluded. Without prejudice to the foregoing generality, no representation or warranty is made concerning the right of the Transferor to use or transfer any such asset or as to the Transferor's title (if any) thereto.

3. CONSIDERATION

3.01 The consideration for each transfer shall be the amount specified in Part A(ii) of the relevant Schedule, such amount to be satisfied as set out in Clause 3.02 below.

3.02 The consideration so specified for the transfer of a Business shall be allocated so that, taking into account the assumption by the Transferee of the Liabilities of the Business (at the values ascribed to them as at the Effective Date, in so far as account is taken of them, for the purpose of preparing the Accounts), the Transferee shall acquire the assets of the Business including the Properties (other than the Shares) at the values ascribed to them as at the Effective Date for the purpose of preparing the Accounts.

3.03 In satisfaction of the consideration specified in accordance with Clause 3.01, the Transferee shall allot and issue, credited as fully paid, the Consideration Shares, in equal proportions to GEC and Siemens.

4. BANK ACCOUNTS ETC

4.01 With effect from Completion, the Bank Accounts shall be transferred to the Transferee.

4.02 Sums due in respect of internal debit notes and credit notes issued in respect of transactions between different Businesses or between a Business and any other member of the Plessey Group in the period from 26th January, 1990 to 23rd February, 1990 will be settled by cash payment made direct between the issuer and recipient of the note on or before 30th March, 1990.

5. LIABILITIES AND INSURANCE

5.01 The Transferee undertakes to the Transferor to assume responsibility for the satisfaction of all the Liabilities and the Transferee shall indemnify and keep indemnified the Transferor against all the Liabilities and all actions, proceedings, claims, damages, costs, demands and expenses arising directly or indirectly therefrom, including, without limitation, the Claims. In this Agreement, the expression "the Liabilities" means all liabilities of the Transferor's business (other than Excluded Liabilities) relating to the Business, the

Property/ies or the Shares, whether actual, contingent, deferred or otherwise and whether arising before or after the Effective Date (including, but not limited to, any such liabilities for or against which any reserve or provision (other than a provision for deferred tax) is made in the Accounts or which is referred to in any note thereto) and howsoever arising, including, but not limited to, all such liabilities arising out of negligence, breach of statutory duty and such liabilities (statutory or otherwise) in relation to real property, products, employees (including, without limitation, any and all liabilities arising under the Employment Protection (Consolidation) Act 1978 and the Transfer of Undertakings (Protection of Employment) Regulations 1981) and pollution including, without prejudice to the generality of the foregoing, any such liability which is:

(i) a liability of the Business arising under the Contracts or relating to the Claims, the Properties, the Business Intellectual Property Rights or the Shares referred to in the relevant Schedule or relating to the Employees or to any individual previously employed in the Business;

(ii) a liability of the Transferor in respect of any overdraft on the Bank Accounts;

(iii) a liability to pay any element of value added or like sales taxes in respect of goods or services supplied to the Business, and any liability or prospective liability to account to Plessey or any other person in respect of value added or like sales taxes in respect of goods or services supplied by the Business; and

(iv) a liability in respect of PAYE or National Insurance contributions in respect of the Employees or any individual previously employed in the Business,

and, for the avoidance of doubt, any such liability which arises or has arisen in relation to any activity or undertaking which:

(a) is now carried on as part of the Business; or

(b) (subject to paragraph (c) below) was formerly carried on as part of the Business but which activity or undertaking is no longer carried on as part of any Business; or

(c) was formerly carried on as part of a larger activity or undertaking itself carried on as part of the Business, which larger activity or undertaking is now carried on as part of another Business, but which activity or undertaking is no longer carried on as part of any Business,

is a liability of:

(aa) in the case of paragraph (a) above, the Business there mentioned;

(bb) in the case of paragraph (b) above, the Business as part of which the activity or undertaking was last carried on;

(cc) in the case of paragraph (c) above, the other Business there mentioned.

5.02 In this Agreement, the expression:

(a) "the Claims" means:

(i) in the case of the Business described in Schedule 14, AMEC Projects Limited v Plessey Properties Limited 1988 ORB No. 219, a claim relating to the Tab III building;

(ii) in the case of the Business described in Schedule 11, the claim made by Nobledale Limited against Plessey;

(iii) in the case of the Business described in Schedule 8, Caveo Floors Limited v Plessey Properties Limited, a claim relating to the Ilford factory premises; and

(iv) in the case of the Business described in Schedule 8, the claim made by the Ministry of Defence against Plessey UK relating to defective bubble memory devices supplied under contracts no. ML22A/695, ML22A/741 and others.

(b) "the Contracts" means all the contracts (including, without limitation, distribution and agency agreements) engagements, orders, guarantees, indemnities, quotations and tenders to which the Transferor is party or subject or of which the Transferor has the benefit (i) entered into by the Transferor (or by a member of the Plessey Group and assumed by the Transferor) in the name in which the Business was carried on at the relevant time, (ii) entered into by any management company which at the relevant time acted on behalf of the Transferor (or a member of the Plessey Group and assumed by the Transferor) in relation to the Business, in any capacity, including, without limitation, as disclosed or undisclosed agent for the Transferor or such member of the Plessey Group, and/or (iii) the terms of which specifically relate to the Business, the Employees, the Properties or the Shares, including, without limitation:

(i) in the case of the Shares referred to in Schedule 9, the Option Agreements;

(ii) in the case of the Business referred to in Schedule 6, the agreement dated 20th April, 1989 between (1) Plessey UK, (2) Siemens plc, (3) Automobile Association Commercial Services Limited, (4) Headland Group plc (acting by its wholly-owned subsidiary Wooton Jeffreys Consultants Limited), (5) Barclays Bank PLC and (6) Siemens relating to Autoguide Services Limited; and

(iii) in the case of the Business referred to in Schedule 8, the agreement dated 12th June, 1979 between Hughes Aircraft Company (1), The Marconi Company Limited (2) and Plessey (3) relating to UKADGE Systems Limited.

5.03 The Transferee shall, subject to the consent of the relevant insurance office and/or to the terms of the Leases, be entitled to the benefit of all current insurances in respect of the Business or in respect of the assets and Liabilities hereby transferred to or assumed by the Transferee. The parties shall co-operate in requesting such offices to note (where permitted so to do) the interest of the Transferee on the relevant policies.

6. COMPLETION AND VESTING

6.01 Completion shall take place at the offices of Norton Rose at Kempson House, Camomile Street, London EC3 forthwith after the execution of this Agreement, when all (but not part only unless the parties shall so agree) of the following business shall be transacted in relation to the subject matter of each relevant Schedule:

(a) the Transferor shall deliver to the Transferee a transfer of the Shares in respect of companies which are incorporated in or in respect of which registers are kept in the United Kingdom duly executed by the Transferor or a nominee for the Transferor, together with the certificates therefor; and

(b) the Transferee shall procure that half of the Consideration Shares are allotted to GEC and the other half of the Consideration Shares are allotted to Siemens.

6.02 Upon Completion the Transferor shall procure that:

(i) the Transferee obtains control of the Business and possession of the assets hereby transferred which are capable of physical possession and delivery of the assets hereby transferred which are capable of transfer by delivery, including any such information and records as are excluded from the transfer hereunder pursuant to Clause 2.01(a)(ii), which shall be lent by the Transferor to the Transferee, returnable on request by the

Transferor, pending completion of the winding up of the Transferor, upon which event such information and records shall be transferred hereunder to the Transferee; and

(ii) the Transferee obtains possession of the equipment the subject of the Sub-leasing Agreements in accordance with the arrangements set out in Clause 15.

6.03 As soon as is reasonably practicable after Completion:

(a) the Transferor shall procure that:

(i) there are delivered to the Transferee transfers of the remaining Shares not delivered pursuant to Clause 6.01(a), duly executed by the Transferor or a nominee for the Transferor, together with the certificates therefor;

(ii) the statutory and minute books of the company in which the Shares are issued and its Common Seal, Certificate of Incorporation, books of account and other documents and records are delivered into the possession of the Transferee or to its order;

(iii) the transfer of the Shares is registered (subject only to being duly stamped, if necessary); and

(iv) (if requested by the Transferee) the Transferee obtains delivery of duly executed assignments or other assurances in form and substance satisfactory to the Transferee of such of the assets hereby transferred as are not transferable by delivery;

(b) the parties shall procure that:

(i) the Consideration Shares are issued and certificates therefor are delivered to GEC and Siemens; and

(ii) the provisions of Clause 7 of Schedule 18 shall be implemented; and

(c) the Transferor shall procure that the transfer of the Properties is completed in accordance with the provisions of Clause 14 and shall deliver to the Transferee the title deeds and documents and the assurance to the Transferee in respect of each of the Properties.

6.04 From and after the date of this Agreement until completion of the transfer hereunder, the Transferor shall hold the Business, the Properties and the Shares upon trust for the Transferee absolutely (subject to Clause 2.06).

7. TAXATION

7.01 The Transferor and the Transferee agree not to seek to make any allocation of the consideration among the assets of the Business for the purposes of making any taxation returns otherwise than in accordance with Clause 3.

7.02 The Transferor and Transferee intend that Article 12 Value Added Tax (Special Provisions) Order 1981 shall apply and accordingly:

(a) the Transferor and the Transferee shall give such notice of such transfer to H.M. Customs & Excise as required by law;

(b) the Transferor shall deliver to the Transferee all records relating to supplies of goods and services by and to, and to importations of goods by, the Business which, if the Transferor or Plessey-UK (as the predecessor of the Transferor as owner of the Business) were or had been a registered taxable person in respect of the Business alone, would be required to be transferred to the Transferee pursuant to section 33(1) Value Added Tax Act 1983, and the Transferee hereby undertakes to preserve such records as are so delivered for such periods as may be required by law;

(c) the Transferor and the Transferee shall use all reasonable endeavours to secure that pursuant to the provisions referred to above the transfer of the Business hereunder is treated as neither a supply of goods nor a supply of services for the purposes of Value Added Tax; and

(d) if, notwithstanding the provisions referred to above, any Value Added Tax shall be chargeable in respect of any transfer hereunder, the consideration mentioned in Clause 3 shall be treated as inclusive of any Value Added Tax and the Transferor shall not be entitled to recover from the Transferee any amount in respect of the same.

7.03 (a) The Transferee hereby undertakes with the Transferor and Plessey that it will, on or before 9th March, 1990, deliver to Plessey a return in the approved form showing supplies of goods and services and importations made by and to the Business up to and including the Effective Date ("the Divisional Return").

(b) The Divisional Return shall be prepared:

(i) on the assumption that the Business is an entity separately registered for VAT purposes but disregarding any supply which on that assumption would be made to or by any member of the VAT group comprising the Transferor and its subsidiaries ("the Plessey VAT group") including any other business carried on (or formerly carried on) by Plessey UK; and

(ii) otherwise by reference to the provisions of the Value Added Tax Act 1983 and regulations made pursuant thereto.

(c) Plessey will incorporate in the VAT return ("the Plessey Group VAT Return") which it delivers to HM Customs & Excise for the period ending 23rd February, 1990 in its capacity as

representative member of the Plessey VAT group the information provided in the Divisional Return.

(d) Where the amount shown in the Divisional Return as "Total Tax Deductible" exceeds the amount shown in the Divisional Return as "Total Tax Due", Plessey shall pay to the Transferee that amount. Where the amount shown in the Divisional Return as "Total Tax Due" exceeds the amount shown in the Divisional Return as "Total Tax Deductible", the Transferee shall pay to Plessey that amount. Any amount payable under this sub-clause 7.03 (d) shall be paid on 23rd March, 1990.

(e) In the event that the Transferee or Plessey shall at any time become aware that there has been an under-declaration or over-declaration of VAT payable by reference to supplies of goods or services made to or by the Business either in the Divisional Return or in the Plessey Group VAT Return submitted by Plessey at any time, the Transferee or Plessey, as the case may be, shall notify the other of such error. The Transferee shall upon written request from Plessey pay to Plessey the amount of any VAT due from Plessey to H.M. Customs & Excise together with any interest and penalties payable by Plessey in respect of such VAT as a result of any such under-declaration. Plessey shall forthwith upon receipt pay to the Transferee all amounts in respect of VAT and interest thereon received by it from H.M. Customs & Excise as a result of any such over-declaration.

(f) If H.M. Customs & Excise shall raise any assessment on Plessey in respect of VAT by reference to supplies of goods or services made to or by the Business for any period prior to the Effective Date Plessey shall forthwith notify the Transferee of such assessment. Plessey shall take such action and give such information as the Transferee shall reasonably request to avoid, dispute, resist, appeal, compromise or defend such assessment. The Transferee shall indemnify Plessey against any VAT,

penalties, interest, charges, costs and expenses arising from any action conducted pursuant to this sub-clause. The Transferee shall pay to Plessey any amount which is required to be paid by Plessey as a result of such assessment on or before the day on which the amount in question is payable to HM Customs & Excise.

(g) Any sums not paid hereunder by Plessey or the Transferee, as the case may be, on the due date for payment thereof shall bear interest (which shall accrue from day to day after or before judgement) at the base rate of Midland Bank plc (or in the absence of such a base rate at such similar rate as the party to whom such money is due shall select) from the date following the said due date to and including the date of actual payment of such sums.

7.04 The provisions of Clause 7.03 shall apply mutatis mutandis with respect to supplies of goods and services and importations made in the period from 24th February, 1990 to the date of this Agreement (both dates inclusive) with the substitution, for the date there mentioned, of 30th March, 1990 in paragraph (a), 25th May, 1990 in paragraph (c) and 24th June, 1990 in paragraph (d).

8. INVESTMENT GRANTS AND REGIONAL DEVELOPMENT GRANTS

The Transferee hereby undertakes with the Transferor that all assets used by the Transferor prior to the transfer thereof to the Transferee in respect of which any Investment Grant or Regional Development Grant has been paid to the person from whom the Transferor purchased such asset will continue to be used in a qualifying industrial process for a qualifying period within the meaning of the Industrial Development Act 1966 or the Industry Acts 1972, 1975 and 1980 and shall indemnify the Transferor against any breach of the terms of this undertaking.

9. POST-COMPLETION MATTERS

9.01 Following Completion the Transferor shall wholly discontinue carrying on the Business ~~and shall not thereafter carry on any similar trade or business~~ to the intent that the Transferee may carry on and continue the Business in succession to the Transferor.

9.02 Notwithstanding Completion, the Transferor at the cost and at the request and direction of the Transferee shall from time to time execute and do or procure to be executed and done all documents, acts and things and enforce all rights and claims against third parties, as may be necessary or requisite effectively to vest in the Transferee (or otherwise as the Transferee may direct) the assets hereby transferred and to give to the Transferee the full benefit of this Agreement.

9.03 On receiving any notices, correspondence, information or enquiries in relation to the Business the Transferor shall forthwith pass the same to the Transferee.

9.04 The Transferee shall be entitled to receive and, until it does so receive, shall have reasonable access to any books of account, ledgers, files, correspondence and documents in the possession of the Transferor relating to the Business, none of which items shall be disposed of or destroyed by the Transferor without the prior written consent of the Transferee (such consent not to be unreasonably withheld).

9.05 The Transferor undertakes to provide all such information known to it and relating to the Business or the assets transferred hereunder or otherwise as may be reasonably required by the Transferee for the purpose of complying with any requirement of law or otherwise howsoever.

9.06 The Transferor and any other Transferee shall have reasonable access to any books of account, ledgers, files, correspondence and

documents in the possession of the Transferee (and the Transferee undertakes to provide all information known to it) which are required by the Transferor or such other Transferee for the purpose of complying with any requirement of law (or which relate to any actions, proceedings, claims, damages, costs, demands, expenses or other liabilities brought or made against or incurred by the Transferor or such other Transferee, unless the Transferee has agreed to indemnify the Transferor or such other Transferee in relation to such action etc. or make a payment in respect thereof under this Agreement and does so indemnify or make payment or otherwise indemnifies and keeps indemnified the Transferor or such other Transferee, as the case may be) provided that the Transferor and such other Transferee shall not use any such information provided by the Transferee otherwise than for the purposes for which it was required and otherwise shall keep such information confidential.

10. OUTSTANDING CONTRACTS AND ORDERS

10.01 The Transferee hereby undertakes to complete and discharge in a proper and workmanlike manner all contracts, engagements and orders outstanding of which the benefit is hereby agreed to be transferred and shall indemnify the Transferor and each of the other Transferees against all actions, proceedings, claims, damages, costs, demands and expenses brought or made against or incurred by the Transferor or any other Transferee in relation to the said contracts, engagements and orders and against any loss suffered by the Transferor or any other Transferee in respect thereof.

10.02 The Transferee further undertakes to fulfil all contracts, engagements and orders outstanding for the purchase of stocks of raw materials, components and maintenance parts (not being stocks hereby transferred) and for services and sub-contract work for use in or relating to the Business.

10.03 The Transferor and each of the other Transferees shall account to the Transferee for any moneys received by the Transferor or such other

Transferee, as the case may be, after the Effective Date in relation to the Business on account of contracts, engagements or orders which are being transferred under this Agreement.

10.04 If pursuant to any accounting under Clause 10.03 the Transferor or any other Transferee endorses any cheque or bill of exchange in favour of the Transferee that endorsement shall not, as between the parties to this Agreement, make the Transferor or such other Transferee liable to the Transferee and the Transferee shall indemnify the Transferor and any such other Transferee against any claim by any subsequent holder thereof.

10.05 If any person making payment after the Effective Date of any sum pursuant to a contract the benefit of which is in accordance with the terms of this Agreement to accrue to a Transferee establishes any right of set-off or counterclaim ~~or to refuse to release any performance bond, liability in respect of which relates to one Business,~~ on the grounds of any act or thing done or omitted to be done in relation to another Business, the Transferee of such other Business shall forthwith account to the first Transferee or as it may direct for an amount equal to the difference between the payment which would have been received had no such right of set-off or counterclaim been established and the payment actually received ~~or the amount of such performance bond released, as the case may be,~~ unless payment shall already have been made of one half of such amount pursuant to Clause 10.06, in which case the other Transferee shall pay the first Transferee the remaining half of such amount, provided that to the extent such payment is actually received by the first Transferee or such amount is actually released and such other Transferee has previously accounted to the first Transferee therefor the first Transferee shall reimburse such other Transferee forthwith.

10.06 If any person making payment exercises a set-off or counterclaim ~~or refuses to release a performance bond~~ as detailed in Clause 10.05 on the basis of an alleged right to do so, until such right is established the other Transferee shall account to the first Transferee or as it

may direct for an amount equal to half the amount equal to the difference between the payment which would have been received had no such right of set-off or counterclaim been purported to be exercised and the payment actually received ~~or the amount of such performance bond not released, as the case may be~~, provided that to the extent such payment is actually received by the first Transferee ~~or such amount is actually released~~ and such other Transferee has previously accounted to the first Transferee therefor the first Transferee shall reimburse such other Transferee forthwith. RIDER

11. NOVATION OF CONTRACTS, CLAIMS AND THE HIVE-UP AGREEMENT

11.01 At the request of the Transferor the Transferee shall at its own cost use all reasonable endeavours to procure that the other party under any Contract shall consent to the novation of such Contract in favour of the Transferee with effect from the Effective Date. Without prejudice to the provisions of Clauses 10.01 and 10.02, unless and until any such novation is entered into and whether or not such consent is obtained or obtainable, the Transferor, or to the extent that such Contract has been assigned pursuant to Clause 11.02(a) the relevant member of the Plessey Group party to this Agreement, will take such action to enforce the Contract in all respects as the Transferee may from time to time direct. The Transferor and/or the relevant member of the Plessey Group party to this Agreement shall hold the benefit of such Contract and any monies, goods or other benefit received thereunder as agent of and trustee for the Transferee and shall forthwith upon receipt of the same account for and pay or deliver to the Transferee without any deduction or withholding whatsoever all such monies, goods and other benefit

11.02 (a) The Transferor hereby assigns to the Transferee the benefit of the Hive-up Agreement to the extent that such benefit relates to the Business or any of the assets thereof transferred hereunder to the Transferee.

(b) The Transferee hereby undertakes to the relevant member of the Plessey Group which is a party to this Agreement to perform the Transferor's obligations under the Hive-up Agreement (save for the Transferor's outstanding obligations under Clause 3.04 of the Hive-up Agreement) to the extent that such obligations relate to the Business or any of the assets thereof transferred hereunder to the Transferee.

(c) Each member of the Plessey Group which is a party to this Agreement hereby agrees to the assignment set out in sub-Clause (a) and hereby releases the Transferor from any and all obligations of the Transferor under the Hive-up Agreement, save for the outstanding obligations of the Transferor under Clause 3.04 of the Hive-up Agreement.

11.03 The Transferee will at the request of the Transferor or, to the extent that the Transferor has been released from any liability in respect thereof pursuant to Clause 11.02(c), of the relevant member of the Plessey Group party to this Agreement and at the cost of the Transferee use all reasonable endeavours to obtain the agreement of any other person required to permit a novation of any Liability assumed by the Transferee hereunder under which the Transferee assumes directly any obligation of the Transferor or such member of the Plessey Group in respect of such Liability and the Transferor or such member of the Plessey Group is released from that obligation, and to enter into such a novation as soon as possible. Unless and until any such novation is entered into and whether or not such agreement is obtained or obtainable, the Transferor or, to the extent that the Transferor has been released from any liability in respect thereof pursuant to Clause 11.02(c), the relevant member of the Plessey Group party to this Agreement will act in connection therewith in all respects as the Transferee may from time to time direct including, if so directed, discharging the Liability as agent of the Transferee. The parties agree that the entry into of this Agreement shall constitute the valid request of the Transferor for the purposes of this Clause 11.03 in relation to the Claims.

11.04 The Transferee will indemnify and keep indemnified the Transferor, each of the other Transferees and each member of the Plessey Group against all obligations for which the Transferee has or should have assumed responsibility under this Agreement and all actions, proceedings, claims, damages, costs, demands and expenses arising directly or indirectly therefrom and from all obligations arising from acting on such directions as may be given by the Transferee pursuant to Clause 11.01 or 11.03.

12. LITIGATION

The Transferor undertakes, at the cost and at the request and direction of the Transferee:

(a) to pursue all claims referred to in Clauses 2.01(a)(iv) and (v) (including, without limitation, the commencement or conduct of proceedings in any Court or any arbitration) and to defend all counterclaims (including all claims to set-off) relating thereto; and

(b) to defend all claims in relation to Liabilities (including, without limitation, the defence of proceedings in any Court or any arbitration), and to pursue all counterclaims (including all claims to set-off) which accrue to the Transferee,

and at all times to take such action in all respects as the Transferee may from time to time [illegible]ect in relation to the conduct or settlement of such claims, and the enforcement of, or, as the case may be, compliance with the terms of, any judgement, order or award and the Transferee undertakes to indemnify and keep indemnified the Transferor against all actions, proceedings, claims, damages, costs, demands and expenses brought or made against or incurred by the Transferor in respect thereof or arising from its acting on such directions. The Transferor shall hold the benefit of any such claims or counterclaims and any monies, goods or other benefit received in

relation thereto as agent of and trustee for the Transferee and shall forthwith upon receipt of the same account for and pay or deliver to the Transferee without any deduction or withholding whatsoever all such monies, goods and other benefit.

13. EMPLOYEES

13.01 The Transferor and the Transferee acknowledge and agree that the transfer of the Business from the Transferor to the Transferee is a "relevant transfer" within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (the "Employment Regulations").

13.02 The Transferor and the Transferee further acknowledge and agree that pursuant to the Employment Regulations, the contract of employment of each of the Employees (save in as far as such contract relates to any occupational pension scheme) shall be transferred to the Transferee with effect from the Effective Date which shall be the "time of transfer" under the Employment Regulations.

14. THE PROPERTIES

14.01 The provisions in this Clause 14 shall apply only to the Property/ies and the Fixtures and Fittings.

14.02 (a) The Properties and the Fixtures and Fittings are sold subject to the conditions herein contained and to the National Conditions so far as the same are not varied by or inconsistent with the conditions herein contained and are applicable to a sale by private treaty.

(b) National Conditions (4), 3, 5(3), 5(4), 5(5), 6(1), 6(2), 7, 8(4), 15(2), 15(3), 17, 21(2) and 21(3) shall not apply to this Agreement.

(c) The words "but excluding any day upon which the Land Registry would be open to the public but for strike lock-out or other stoppage)" shall be added at the end of National Condition (6).

(d) The word "not" shall be deleted from National Condition 8(3).

14.03 (a) The Transferor shall, if requested by the Transferee, use all reasonable endeavours to obtain a licence by the landlord permitting the assignment of the Lease.

(b) Without prejudice to sub-clause (c) hereof, the Transferee shall give all reasonable assistance and provide such references and accounts and information as may be reasonably required by the landlord.

(c) If so required by the landlord, the Transferee shall execute the licence or other deed containing a direct covenant by the Transferee with the landlord and/or any superior landlord to pay the rents reserved by the Lease and to perform and observe all the covenants on the part of the tenant contained in the Lease for the residue of the term thereby granted.

(d) GEC and Siemens hereby agree that they shall provide or cause to be provided such security by way of guarantee as may reasonably be required by the landlord so as to effectively secure the obligations of the Transferee to pay the rents reserved by the Lease and to perform the covenants on the part of the tenant contained in the Lease but this obligation shall only be enforceable by GEC or Siemens against the other.

(e) if any landlord refuses to grant a licence to assign or by 8th June 1990 any landlord has not given consent to a licence to assign whichever shall be the earlier, the Transferor at the Transferee's expense, shall immediately make application to the court for a declaration that such consent has been unreasonably withheld.

(f) if the Transferor is unsuccessful in its application for a declaration that such consent has been unreasonably withheld it shall immediately thereafter make application to the landlord for a licence to sublet the relevant Property for the residue of the term granted by the Lease (less the last 3 days) at the rent payable under the Lease and the provisions set out in Clauses 14.03(a)-(e) (inclusive) shall apply mutatis mutandis as if references to "assignment" and "assign" were references to "sub-letting" and "sub-let".

14.04 Without prejudice to Clause 14.03, in the event that the landlord's consent to the assignment of the Lease has not been given by Completion the Transferee may at its election:

(a) either complete the assignment notwithstanding that such consent has not been given; or

(b) take occupation of the Property as licensee in which case:

(i) the Transferee may at any time after Completion go into occupation of the Property as licensee of the Transferor and the following provisions shall apply:

(A) the Transferee shall pay or otherwise indemnify the Transferor against all rents, outgoings and expenses which would but for this Agreement have been the responsibility of the Transferor relating to the Property and arising after Completion;

(B) the Transferee shall be entitled to the income (if any) of the Property arising after Completion; and

(C) the Transferee will observe and perform all the covenants and conditions binding on the Transferor contained or referred to in the Lease.

(ii) The Transferor may by notice to the Transferee require the Transferee to accept an assignment of any of the Properties at any time:

(A) after the consents of the reversioners which may be required to such assignment have been obtained; or

(B) after the expiration of twelve months from Completion

whichever shall be the [illegible]ier and the Transferee will within ten clear workin[illegible]ys of receipt of such notice deliver (if the Transferee has not already done so) engrossments of the assignments of the Property to the Transferor (duly executed by the Transferee if the terms thereof prescribed under this Agreement shall so require).

(iii) the Transferee shall indemnify and keep indemnified the Transferor against actions, proceedings, claims, damages, costs, demands and expenses arising directly or indirectly from the possession or occupation of the property by the Transferee (whether made by the reversioner thereof or otherwise) including any damages in respect of any breach of covenant due to the licence for occupation granted hereunder and completion of the assignment and against forfeiture arising from such a breach.

14.05 The Transferor shall for the purposes of National Condition 22 be deemed to be ready and willing to fulfil the Transferor's own

outstanding obligations under this Agreement notwithstanding that the Transferor may at any time at or after Completion be a contracting purchaser of the Properties.

14.06 No deposit shall be paid on the signing hereof.

14.07 Authority to inspect the Registers is hereby given to any Solicitors acting for the Transferee or acting for any prospective mortgagee of the Transferee.

14.08 In the case of the Leaseholds the assurance to the Transferee shall contain the following proviso:

(a) In the case of unregistered leaseholds:

"Provided that the Transferor shall not under the covenants for title hereby implied be deemed to covenant either that the Lease has not become void or voidable by reason that any covenant or condition contained in the Lease relating to the state and condition of the Property has not been performed or that such covenants or any of them have been performed up to the date hereof".

(b) In the case of registered leaseholds:

"Provided that the covenants by the Transferor implied by the Land Registration Act 1925 Section 24 shall be excluded from this Transfer insofar as such covenants relate to any covenant or condition concerning the state and condition of the Property and the Transferor hereby applies to the Chief Land Registrar to make a note in the Proprietorship Register of the above Title of this modification of such implied covenants".

14.09 Without prejudice to the provisions of Clause 2.07, the Property/ies is/are transferred subject to the matters referred to in the title thereto and the Transferee shall be deemed to transfer with full

knowledge of the contents and effect thereof and of all matters referred to therein and the Transferee shall not raise any requisition thereon or make any objection thereto.

14.10 The Properties are transferred subject to and with the benefit of any rights of occupation affecting the same including the lease tenancy agreement or right of occupation referred to in Part C of the relevant Schedule and the Transferee shall be deemed to purchase with full knowledge thereof and the Transferee shall not raise any requisition thereon or make any objection thereto.

14.11 The Transferee shall at the Transferee's expense prepare execute stamp and deliver to the Transferor a duplicate of the deed of assurance of the Property.

14.12 Conditionally upon obtaining:

(a) an order of a court of competent jurisdiction excluding in relation to the proposed tenancy the provisions of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954; and

(b) any other necessary consents,

the Transferee referred to in Schedule 11 shall grant to such subsidiary of Siemens as Siemens shall direct a lease of part of the Main Site at Addlestone substantially in the form of the lease at Annex 14.12 and incorporating the terms set out in the heads of terms also at Annex 14.12.

14.13 Conditionally upon obtaining any necessary consents, the Transferee referred to in Schedule 11 shall grant to such subsidiary of Siemens as Siemens shall direct a licence in respect of part of the Main Site at Addlestone specified in Part C(ii) of Schedule 11 in the form of the licence at Annex 14.13.

14.14 The Transferee referred to in Schedule 8 shall within fourteen days of the transfer to such Transferee of the property at Titchfield

specified in Part C(i) of Schedule 8, or within fourteen days of the granting of a court order from a court of competent jurisdiction excluding the provisions of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 (whichever shall be the later) grant to the Transferee referred to in Schedule 1 a lease of part of the property at Titchfield incorporating the terms set out in the heads of terms at Annex 14.14.

14.15 Each relevant Transferee shall bear one half of the cost of the provision of suitable security fencing between the property at Titchfield described in Part C(i) of Schedule 1 and the property at Titchfield described in Part C(i) of Schedule 8 to the extent that such security fencing is not already in existence.

14.16 The transfers of the respective parts of the property at Titchfield referred to in Clause 14.14 shall contain the rights, reservations, declarations and covenants set out in Annex 14.16.

14.17 The Transferee referred to in Schedule 1 shall use reasonable endeavours to continue to provide to the Transferee referred to in Schedule 8 in respect of the property at Titchfield described in Part C(i) of Schedule 8 the services (in addition to those specified in the transfer of the said property to the Transferee referred to in Schedule 8) currently enjoyed in respect of the said property including (without prejudice to the generality of the foregoing) heating and use of the canteen facilities. Such services shall be provided by the Transferee referred to in Schedule 1 upon payment of a fair and reasonable proportion of the cost of providing the same by the Transferee referred to in Schedule 8. The rights and obligations created by this clause 14.17 shall be personal to the Transferees herein referred to and may be terminated by either of the Transferees referred to herein on giving not less than twelve months notice to the other. The cost of disconnection of such services shall be borne by the party giving notice.

14.18 The Transferee referred to in Schedule 1 shall within fourteen days of the transfer to such Transferee of the property at Titchfield specified in Part C(i) of Schedule 1, or within foureteen days of the granting of a court order from a court of competent jurisdiction excluding the provisions of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 (whichever shall be the later) grant to the Transferee referred to in Schedule 8 a lease in respect of the part of Building 90 currently occupied by Siemens Plessey Assessment Services Limited at Titchfield incorporating the terms set out in the heads of terms at Annex 14.18 and the Transferee referred to in Schedule 8 shall within fourteen days of the transfer to such Transferee of the property at Titchfield specified in Part C(i) of Schedule 8, or within fourteen days of the granting of a court order from a court of competent jurisdiction excluding the provisions of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 (whichever shall be the later) grant to the Transferee referrred to in Schedule 1 a lease in respect of Buildings 89, 39A and 89B at Titchfield incorporating the terms set out in the heads of terms at Annex 14.18.

14.19 The provisions of this Agreement shall not merge in any assurance to the Transferee but shall thereafter or after rescission remain in full force and effect with regard to anything remaining to be done performed or observed hereunder.

15. LEASING AGREEMENTS

15.01 The Transferor hereby assigns to the Transferee the benefit of the Sub-leasing Agreements, and the Transferee undertakes to Plessey UK to perform the obligations of the Transferor under the Sub-leasing Agreements in consideration of Plessey UK hereby releasing (by its execution of this Agreement) the Transferor from such obligations and agreeing to the above assignment by the Transferor in favour of the Transferee. ~~Plessey UK agrees and acknowledges that its execution of this Agreement shall constitute an irrevocable and unconditional release by it of the Transferor from the Transferor's obligations under Clause 12 of the Hive-up Agreement~~.

15.02 Plessey UK, the Transferor and the Transferee agree to use their reasonable endeavours to obtain the consent of the relevant lessor in respect of the arrangements referred to in Clause 15.01.

15.03 With effect from the date of this Agreement, the vehicles leased to Plessey UK and used in the Business will be sub-leased by Plessey UK to the Transferee acquiring the Businesses in which the vehicles are used, save that in respect of vehicles used in the Businesses described in Schedules 6, 8 and 12 the vehicles shall be sub-leased to Siemens plc (or such other company being a wholly-owned subsidiary of Siemens Holdings plc as Siemens may from time to time direct). The vehicles will be sub-leased on the terms set out in the vehicle hire agreement in the approved form ("the Vehicle Hire Agreement"). Rentals shall be payable to Plessey UK at the rates specified in the schedules to the Vehicle Hire Agreeement in respect of the vehicles used in each Business save that the rates so specified are calculated on the basis that Plessey UK would be responsible for certain costs (including maintenance and licensing costs) and a reduction will be made to the specified rates to take account of the costs being borne by the hirer under the terms of the Vehicle Hire Agreement.

15.04 If the assistance of any former employee of the SPE vehicles business of Plessey UK is requested by Plessey UK in connection with the arrangement for the leasing to and sub-leasing by Plessey UK of vehicles Siemens will procure that for so long as such individuals are employees of a subsidiary of Siemens, they are made available to so assist. The subsidiary of Siemens employing such individuals shall be reimbursed for the cost of making such individuals available, such reimbursement to be at an hourly rate calculated on the basis of 175 per cent. of the relevant individuals annual salary apportioned hourly on the basis of a 35 hour week and a 52 week year (exclusive of VAT).

15.05 The sub leasing of the vehicles by Plessey-UK to the Transferor pursuant to Clause 12.02 of the Hive-up Agreement shall terminate with effect from the date of this Agreement.

16. CONTINUING OBLIGATIONS

16.01 Each Transferee ("the first Transferee") hereby undertakes with every other Transferee ("the other Transferee") that if the manufacture or use of a product of, or the provision of a service or the fulfilment of a contract by, the Business acquired hereunder by the other Transferee ("the other Business") depends as at the Effective Date on the availability of a supply of a component or other product which is manufactured in, or the provision of a service by, the Business transferred to the first Transferee ("the first Business") which is not freely available from other sources at such date or which is the subject of an obligation from the first Business to the other Business which would be a valid and enforceable contractual obligation, if the Businesses had been conducted in separate legal entitities or, in the case of quotations or tenders, capable by acceptance of becoming so, shall use all reasonable the first Transferee endeavours to make available or procure that there be made available to the other Transferee on fair and reasonable terms, including price, quality and delivery, such supplies of such component or other product or such service as the other Transferee may reasonably require. The first Transferee shall give the other Transferee 12 months' notice of the discontinuance of any such supply and, in cases where the other Transferee is the main or sole purchaser of the component or other product or the service or substantially funded the development of the same, shall at the request of the other Transferee provide an irrevocable, royalty-free, non-exclusive licence ~~with a right to sub-licence (which right shall, in the case of parties other than a member of the same group of companies as the Transferee, be subject to the prior written consent of the first Transferee, such consent not to be unreasonably withheld~~) of any intellectual property rights, know-how, information, data, drawings and specifications (which shall not otherwise be disposed of unless offered to the other Transferee) necessary to enable the other Transferee to supply itself or have supplied to it with such product or service or otherwise co-operate with the other Transferee in procuring that a sufficient supply of such product or service continues to be provided to the other Transferee.

16.02 In the case where there exists such an obligation, quotation or tender as is described in Clause 16.01 above which has been relied on in relation to the Business acquired by the other Transferee in entering into any obligation or commitment to a third party, the parties agree that such obligation, quotation or tender shall by virtue of this Agreement become a valid and enforceable contractual obligation between the first Transferee and the other Transferee (in the case of such a quotation or tender, if accepted within its period of validity).

17. GEC PLESSEY TELECOMMUNICATIONS HOLDINGS LIMITED

17.01 Subject to Clause 17.02, the transfer by the Transferor to the Transferee of the Transferor's shareholding in GPTH in accordance with the provisions of this Agreement shall not in any way affect the provisions of the Memorandum of Understanding dated 3rd August, 1989 signed on behalf of GEC and Siemens or the obligations of GEC and Siemens contained in a Shareholders' Agreement dated 3rd August, 1989 made between GEC, Siemens and the Transferor ("the GEC Siemens Shareholders' Agreement") (and, in particular, the provisions of Clause 13 and Schedules 2, 3 and 4 thereof).

17.02 GEC and Siemens agree that the transfer referred to in Clause 17.01 shall not constitute a contravention of paragraph 6 of Part 1 of Schedule 2 to the GEC Siemens Shareholders' Agreement and GEC and Plessey agree that such transfer shall not constitute a contravention of the undertaking contained in paragraph 2.1 of Schedule 4 to the Shareholders' Agreement dated 31st March, 1988 made between GEC, Plessey, GPTH and GEC Plessey Telecommunications Limited (now called GPT International Limited).

17.03 GEC, Siemens and Plessey agree that the transfer referred to in Clause 17.01 shall not contravene the provisions of Clause 5 of two option agreements each dated 25th October, 1989 and made between those parties and the side-letter from GEC to Siemens of the same date (together "the Option Agreements") and, together with the Transferor and the Transferee, agree that the Transferee shall

acquire the said shares in GPTH subject to and with the benefit of the respective options granted pursuant to each of the Option Agreements.

18. CONTINUING EFFECTS OF THIS AGREEMENT

18.01 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion, except in respect of those matters then already performed.

18.02 This Agreement shall be binding on and shall enure for the benefit of each party's successors and assigns.

19. WAIVER OF RIGHTS

19.01 Any right or remedy hereby conferred upon any of the parties shall be in addition to and without prejudice to all other rights, powers and remedies available to that party and no exercise or failure to exercise or delay in exercising any such right, power or remedy shall constitute a waiver by that party of any such right, power or remedy.

19.02 Any of the parties may release or compromise the liability hereunder of any other party or grant to that party time or indulgence without affecting the liability of that party hereunder.

20. AMENDMENT

This Agreement may be amended only by an instrument in writing, provided that the amendment of any provision of this Agreement as regards any of the respective rights or obligations of particular parties inter se shall not require the agreement of the other parties.

21. INVALIDITY AND UNDERTAKINGS

21.01 Should any provision of this Agreement be or become ineffective for reasons beyond the control of the parties or by reason of Clause 21.02, the parties shall use all reasonable endeavours to agree upon a new provision which shall as nearly as possible (but subject to Clause 21.02) have the same commercial effect as the ineffective provision and give effect to that new provision.

21.02 Nothing in, and no transaction contemplated by, this Agreement (including the Schedules, Annexes and documents in the approved form) shall be construed as implying or involving any contravention of any of the Undertakings. Each party undertakes to the others to use its best endeavours to comply with the Undertakings to which it is a party and otherwise to enable the Undertakings to be complied with.

21.03 Notwithstanding any other provisions of this Agreement, any restriction or restrictions contained in this Agreement, or in any agreement or arrangement of which this Agreement may form part, by virtue of which this Agreement or the agreements or arrangement of which it may form part is subject to registration (if such be the case) under the Restrictive Trade Practices Act 1976 shall be of no effect until the day after particulars of this Agreement or of the agreement or arrangement of which it may form part shall have been furnished to the Director General of Fair Trading pursuant to section 24 of the Act.

22. ENTIRE AGREEMENT

This Agreement (including the Schedules, the Annexes and the documents in the approved form) sets out the entire agreement between each of the parties in connection with the subject matter of this Agreement and no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not set out expressly in this Agreement.

23. NOTICES

23.01 Any notice under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it at, or sending it by telex, prepaid recorded delivery or registered post to, the address and attention of the relevant party set out in Clause 23.02 (or as otherwise notified from time to time hereunder). Any notice so served by telex or post shall be deemed to have been received:

(i) in the case of telex, 12 hours after the time when the telex has been despatched and the correct answerback has been received; or

(ii) in the case of recorded delivery or registered post, 72 hours from the date of posting.

23.02 The addresses of the parties for the purposes of Clause 23.01 are as follows:

Transferor and Liquidators:

Touche Ross & Co.,
55/57 High Holborn,
London WC1V 6DX.

For the attention of:
Telex: 261296
Answerback: TRCHAN G

and a copy of any notice sent to such address shall be sent to GEC and Siemens

GEC 1 Stanhope Gate,
London W1A 1EH

For the attention of: The Secretary

Telex:	22451
Answerback:	GECHQL G

Siemens	Wittelsbacherplatz 2 8000 Munich 2

For the attention of:	ZFG2 (M & A)
Telex:	89870
Answerback:	SIEM CW

Plessey, Plessey UK, Plessey Properties and Plessey Overseas and the Transferee

Vicarage Lane
Ilford
Essex 1G1 4AQ

For the attention of:	The Secretary
Telex:	897971
Answerback:	Plessey G

24. MISCELLANEOUS

24.01 Each of the parties hereby undertakes to use its best endeavours to ensure the due completion and implementation of this Agreement and, in particular, not to take any action which would or might have the effect of frustrating such completion or implementation and with a view thereto the parties shall each act in good faith to resolve any unforeseen difficulties.

24.02 (a) Where this Agreement imposes obligations on the Transferor, each of GEC and Siemens shall procure (so far as it lies within their respective powers) that the Transferor complies with its obligations.

(b) Where this Agreement imposes obligations on the Transferee, GEC and/or Siemens, respectively, shall procure (so long as the Transferee is directly or indirectly owned by GEC and/or Siemens, as the case may be) that the Transferee complies with its obligations.

(c) Plessey agrees to procure that any member of the Plessey Group which is not a party to this Agreement takes any steps necessary to implement the provisions of this Agreement.

24.03 This Agreement shall be governed by, and construed in accordance with, the laws of England. Each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England as regards any claim or matter arising in connection with this Agreement or the transactions contemplated hereby.

24.04 Siemens shall at all times maintain an agent for service of process in England. Such agent shall be Siemens plc, Siemens House, Windmill Road, Sunbury-on-Thames, Middlesex TW16 7HS. Siemens undertakes that, if for any reason such agent no longer serves as agent of Siemens to receive service of process, Siemens shall promptly appoint another such agent in England and advise the other parties thereof.

24.05 This Agreement may be executed in one or more counterparts each signed by one or more of the parties and such counterparts shall together constitute one agreement.

SIGNED by the duly authorised representatives of the parties

SCHEDULE 1

Part A

(i) the Transferee: Plessey Aerospace Limited

(ii) the consideration: £112,549,000

(iii) the Consideration Shares: 990,000 Ordinary Shares of £1 each

Part B - the Business

the aerospace business of the Transferor carried on at Abbey Works Southampton Road Titchfield in the name of Plessey Aerospace and also in the name of Plessey Aerospace Limited, a management company which was a wholly owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, the Business Charter of which business is set out in Annex 1B.

Part C- the Property/ies

(i) the Freeholds:

Description of the property including title number (if any)	Occupier
TITCHFIELD (Plan 1 at Annex 1C) All that piece of freehold land situate at Southampton Road Titchfield Hampshire forming part of the land registered at H.M. Land Registry with absolute freehold title under Title Number HP 26398 and shown edged red and hatched brown on Plan 1 at Annex 1C subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number.	Plessey Aerospace Plessey Assessment Services Plessey Defence Systems Plessey Naval Systems GPT Plessey Avionics

(ii) the Leaseholds:

Part D - intellectual property rights

(i) Patents and Patent Applications as listed in Annex 1D(i)

(ii) Trade Marks and Trade Mark Applications as listed in Annex 1D(ii)

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
Standard Chartered Bank 136, High Street Southampton Hampshire	Plessey-UK Ltd Aerospace US$ 02.9622926.01
National Westminster Bank PLC 15 Bishopsgate, London EC2 Sort Code: 50 00 00	Plessey-UK Ltd Aerospace 03038653

SCHEDULE 2

Part A

(i) the Transferee: Ericsson Telephones Limited (in the course of changing its name to Plessey Pacific Holdings Limited)

(ii) the consideration: £53,585,000

(iii) the Consideration Shares: 999,998 Ordinary Shares of £1 each

Part B - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey Pacific Pty Limited	12th Floor National Mutual Centre Darwin Place Canberra ACT Australia	A $12,164,354	12,164,354 Ordinary shares of A $1 each

SCHEDULE 3

Part A

(i) tne Transferee: Plessey Avionics Limited (in the course of changing its name to GEC -Plessey Avionics Limited)

(ii) the consideration: £127,651,000

(iii) the Consideration Shares: 999,998 Ordinary Shares of £1 each

Part B - the Business

the avionics business of the Transferor carried on at Martin Road West Leigh Havant in the name of Plessey Avionics and also in the name of Plessey Avionics Limited, a management company which was a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, the Business Charter of which business is set out in Annex 3B.

Part C the Property/ies

(i) the Freeholds:

Description of the property including title number (if any)	Occupier
WEST LEIGH (Plan 2 at Annex 3C)	
FIRST ALL THAT piece of freehold land situate at Martin Road, West Leigh, Havant Hampshire as the same is registered at H.M. Land Registry with absolute leasehold title under Title Number HP 6196 subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number	Plessey Avionics

(ii) the Leaseholds:

Description of the property including title number (if any)	Occupier
WEST LEIGH	
ALL THAT piece of leasehold land situate at West Leigh Havant Hampshire registered at H.M. Land Registry with absolute leasehold title under Title Number HP 184980 as the same was demised by a Lease made the 2nd day of June 1980 between (1) Chase Manhattan Limited and (2) The Plessey Company Limited for a term of 55 years less 3 days from the 2nd day of June 1980 as later varied by a Deed of Variation and Consent made the 29th day of May 1985 between (1) Hambros Bank Limited (2), The Plessey Company plc and (3) Plessey Properties Limited subject to the payment of the yearly rent reserved thereby and to the observance and performance of the covenants on the part of the Lessee and the conditions therein contained all as varied as hereinbefore set out.	Plessey Avionics

Part D - intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 3D(i)

(ii) Trade Marks and Trade Mark Applications

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
Barclays Bank PLC 107 Commercial Road Portsmouth PO1 1BT Sort Code: 20 69 34	Plessey-UK Ltd - Avionics 70711357

SCHEDULE 4

Part A

(i) the Transferee: Tellurometer Limited (in the course of changing its name to Birkby's Plastics Limited)

(ii) the consideration: £48,783,000

(iii) the Consideration Shares: 999,998 Ordinary Shares of £1 each

Part B - the Business

the Birkbys Plastics business of the Transferor, previously carried on by Birkbys Plastics Limited, carried on at Headlands Road Liversedge West Yorkshire in the name of Birkbys Plastics and also in the name of Birkbys Plastics Limited, a management company which is a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, the Business Charter of which business is set out in Annex 4B.

Part C - the Property/ies

(i) **the Freeholds:**

Description of the property including title number (if any)	**Occupier**
BIRKBYS SITE AT LIVERSEDGE, YORKSHIRE (Plan 3 at Annex 4C)	
FIRST ALL THAT piece of freehold land situate at Headlands Road, Liversedge West Yorkshire as the same is registered with absolute title at H.M. Land Registry with Title Number WYK 278325 subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number AND SECONDLY ALL THAT the estate and interest of Plessey Properties Limited in the piece of land adjacent to the property first described and registered at H.M. Land Registry with possessory title under Title Number WYK 218877	Birkbys Plastics Kautex-Birkbys

(ii) the Leaseholds:

Part D - intellectual property rights

(i) Patents and Patent Applications

(ii) Trade Marks and Trade Mark Applications

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
National Westminster Bank PLC Market Place Heckmondwike West Yorkshire	Plessey-UK Ltd Birkbys Plastics 02917564

SCHEDULE 5

Part A

(i) the Transferee: Plessey Research Caswell Limited

(ii) the consideration: £10,314,000

(iii) the Consideration Shares: 994,600 Ordinary Shares of £1 each

Part B - the Business

the research business of the Transferor previously carried on by Plessey Research (Caswell) Limited carried on at Caswell Towcester Northants in the name of Plessey Research Caswell and also in the name of Plessey Research and Technology. The Business Charter for Plessey Research and Technology is set out in Annex 5B.

Part C - the Property/ies

(i) the Freeholds:

Description of the property including title number (if any)	Occupier
THE ALLEN CLARK RESEARCH CENTRE, CASWELL (Plan 4 at Annex 5C)	
FIRST ALL THAT freehold piece of land known as the Allen Clark Research Centre, Caswell Northamptonshire as the same is more particularly described in a Conveyance made the 18th day of March 1982 between (1) Plessey UK Limited (2) The Plessey Company plc and (3) Plessey Properties Limited and SECONDLY ALL THAT piece of freehold land adjacent to the property first described and more particularly described in a Conveyance made the 17th day of October 1984 between (1) Douglas David Evans and Mary Margaret Evans and (2) Plessey Properties Limited TOGETHER WITH the rights but except and reserved and SUBJECT TO but where	Plessey Research and Technology Hoskyns Group plc

applicable with the benefit of the matters contained or referred to in the said Conveyance and (as to the land first described) subject to but with the benefit of the provisions of a Deed of Release made the 27th day of November 1985 between (1) Charles Edward Atcheson Haselwood and Rosemary Victoria Haselwood (2) Rosemary Victoria Haselwood and (3) Plessey Properties Limited.

(ii) the Leaseholds:

Part D - intellectual property rights

(i) Patents and Patent Applications as listed in Annex 5D (i)

(ii) Trade Marks and Trade Mark Applications as listed in Annex 5D (ii)

(iii) Registered Designs and Registered Design Applications as listed in Annex 5D(iii)

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
National Westminster Bank PLC 15 Bishopsgate London EC2 Sort Code: 50 00 00	Plessey-UK Ltd - Electronic Systems Research A/C No. 03042332

SCHEDULE 6

Part A

(i) the Transferee: Plessey Controls Limited (in the course of changing its name to Siemens Plessey Controls Limited)

(ii) the consideration: £92,113,000

(iii) the Consideration Shares: 787,500 Ordinary Shares of 50p each

Part B - the Business

the controls business of the Transferor carried on principally at Sopers Lane, Poole, Dorset and Lewisham and Deptford, London in the name Plessey Controls and also in the name of Plessey Controls Limited, a management company which was a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, including the business of the Defence Nuclear and Industrial Instrumentation Division acquired from Fisher Controls Limited, the Business Charter of which business is set out in Annex 6B, and the Transferor's shareholding in Plessey Traffic Systems International Limited and Autoguide Services Limited.

Part C - the Property/ies

(i) the Freeholds:

Description of the Property including title number (if any)	Occupier
BATHGATE	
ALL THAT heritable property known as Glentarff Kirkton Avenue, Bathgate, West Lothian subject to a tenancy in favour of E.C. Hickley	E.C. Hickley
PREMISES AT SOPERS LANE, POOLE (Plan 5 at Annex 6C)	
ALL THAT piece of freehold land at Sopers Lane, Poole Dorset as the same is registered with absolute title at H.M. Land Registry under Title Number DT 2566 subject to but where applicable with the benefit of the matters contained, mentioned or referred to in the Charges Register of the said Title.	Plessey Controls CPT Hoskyns Group plc SPF Vehicles

SMALL PIECE OF LAND AT POOLE (REMAINDER OF FORMER SPORTS GROUND) (Plan 6 of Annex 6C)

ALL THAT piece of freehold land situate in the vicinity of Sopers Lane, Poole Dorset as the same is registered with absolute freehold title under Title Number DT 21298 together with the rights set out in the Property Register and subject to but where applicable with the benefit of the matters mentioned or referred to in the Charges Register of the said Title Number. — Plessey Controls

BLACKHEATH PARK SPORTS GROUND

ALL THAT piece of freehold land situate at Manor Way in the London Borough of Greenwich as the same is registered at H.M. Land Registry with absolute freehold title under Title Number LN 143032 subject to the matters referred to in the Charges Register of the said Title. — Plessey Controls

JERSEY

Freehold property known as Villa Jeanne Maupertuis Lane St. Helier Jersey, subject to a service tenancy in favour of Raymond William Poucher — R.W. Poucher

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
ABERDEEN	
All that leasehold property known as 4 Granitehill Road, Northfield, Aberdeen.	Plessey Controls
BELFAST	
All that leasehold property known as Ground floor office and stores, Ravenhill Industrial Estate, Federation Street, Belfast demised by a lease dated 7th March 1981 and made between (1) Stothers Holdings (N.I.) Limited (2) Plessey Controls Limited for the period of 17 years and 7 months from 1st November 1978	Plessey Controls

CHITTENING, BRISTOL

All that leasehold property known as Building Q7 and land adjoining Chittening Estate, Avonmouth, Bristol, Avon demised by a lease dated 26th November 1987 and made between (1) the City Council of Bristol (2) The Plessey Company plc for the period of 5 years from 2nd September 1987 — Plessey Controls

MIDDLETON GROVE, LEEDS

All that leasehold property known as 7 Lockwood Way, Middleton Grove Industrial Estate, Leeds demised by a lease dated 21st August 1968 and made between (1) Spabridge Investments Limited (2) The Plessey Company Limited for the period of 30 years from 19th June 1968 — Plessey Controls

SOUTHALL

All that leasehold property known as Unit 7c International Trading Estate, Brent Road, Hayes, Middlesex demised by a lease dated 21st May 1980 and made between (1) A.I. & P. Estates Limited (in liquidation) (2) The Plessey Company Limited for the period of 25 years from 25th March 1979 as varied by a Deed of Surrender and Grant dated 24th July 1987 and made between (1) Lysander Investments Limited (2) The Plessey Company plc and subject to an underlease dated 12th November 1985 and made between (1) The Plessey Company plc and (2) Staw Distribution Services Limited — Plessey Controls; Staw Distribution Service Limited

DROITWICH

All that leasehold property known as Unit 1 The Furlong, Berry Hill Industrial Estate, Droitwich to be demised by a lease to be made between (1) Wychavon District Council (2) Plessey-UK Limited for the period of 21 years from 9th January 1989 — Plessey Controls

EDINBURGH

All that leasehold property known as the shop premises at 195 Duddingston Park South, Edinburgh demised by a lease dated 4th March and 14th April 1988 and made between (1) Scottish Midland Co-operative Society Limited (2) Plessey-UK Limited for the period of 6 years from 4th September 1988 — Plessey Controls

FAREHAM

All that leasehold property known as Unit 2 Barratt Industrial Park (Phase 1) Whittle Road, Fareham, Hampshire demised by a lease dated 9th April 1984 and made between Barratt Southern Properties Limited (1) and Plessey Telecommunications and Office Systems Limited (2) for the period of 24 years from 25th December 1983 — Plessey Controls

HOVE

All that leasehold property known as Unit 4, Sussex House Industrial Estate, Hove demised by a lease dated 6th July 1987 and made between (1) Leo Christian Toppin (2) Plessey-UK Limited for the period from 16th February 1987 to the 25th March 1987 and thereafter for the period of five years. — Plessey Controls

ENTERPRISE PARK, LEEDS

All that leasehold property known as Unit 22 Enterprise Park, Old Lane, Beeston, Leeds demised by a lease dated 1st September 1989 and made between (1) Birse Group Limited (2) Plessey-UK Limited for the period of 9 years from 1st September 1989 — Plessey Controls

LEWISHAM

All that leasehold property known as Century Works, Conington Road, in the London Borough of Lewisham demised by a lease dated 29.3.89 and made between (1) Fisher Controls Limited (2) Plessey-UK Limited for the period of 2 years and 6 months from 30th September 1988 — Plessey Controls

Hoskyns Group plc

MANCHESTER

All that leasehold property known as Unit 1 Smithfold Lane, Worsley, Greater Manchester demised by a lease dated 11th May 1970 and made between (1) The Manchester Commercial Buildings Company Limited (2) Colt Heating and Ventilation Limited for the period of 21 years from 25th December 1969 — Plessey Controls

NORWICH

All that leasehold property known as Unit 2 Frensham Road, Sweet Briar Road Industrial Estate, Norwich to be demised by a lease to be made between (1) Michael Elvin Ives and Christopher John Ives (2) Plessey-UK Limited for the period of 15 years from 25th March 1989	Plessey Controls

GLASGOW

All that leasehold property known as Unit 11, A8 Trading Estate, Glasgow demised by a lease registered on 20th March 1980 and made between (1) Municipal Mutual Insurance (2) A.C. Barratt and Company Glasgow Limited (3) A.C. Barratt Management Limited for the period of 25 years from 1st November 1979	Plessey Controls

PRESTON

All that leasehold property known as Unit 5 Fylde Road, Preston demised by a lease dated 15th December 1981 and made between (1) Foxmac Limited (2) Plessey Controls Limited for the period of 3 years from 15th October 1979	Plessey Controls

DEPTFORD

All that land and premises at Plough Way, Deptford, London more particularly described in an agreement for a lease dated 10th February 1989 and made between (1) GLE-Rosehaugh Developments Limited and (2) Plessey Properties Limited which is to be the subject of a lease for the period of 25 years from the date of Practical Completion as defined in the said agreement.	Plessey Controls

Part D - Intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 6D(i)

(ii) Trade Marks and Trade Mark Applications

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey Traffic Systems International Limited	Vicarage Lane Ilford, Essex	£1,000	1,000 Ordinary Shares of £1 each
Autoguide Services Limited	Vicarage Lane Ilford, Essex	£1,000	500 Ordinary Shares of £1 each

Part F - the Bank Accounts

Name and address of bank	Account name and number
Midland Bank plc 22 Broadway Broadstone Dorset, BH18 8DJ Sort Code: 40 15 27	Plessey-UK Limited (Plessey Controls) 81018701
Midland Bank plc 8 Connaught Place Hong Kong	Plessey-UK Limited (Plessey Controls) 03413001

SCHEDULE 7

Part A

(i) the Transferee: Plessey Microwave Limited (in the course of changing its name to GEC-Plessey Crypto Limited)

(ii) the consideration: £28,552,000

(iii) the Consideration Shares: 999,998 Ordinary Shares of £1 each

Part B - the Business

the crypto business of the Transferor carried on at Wavertree, Liverpool in the name of Plessey Crypto, the Business Charter of which business is set out in Annex 7B.

Part C - the Property/ies

(i) the Freeholds:

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
2 WAVERTREE BOULEVARD, WAVERTREE	
FIRST ALL THAT the Head Leasehold interest in the premises situate at and known as 2 Wavertree Boulevard, Wavertree Technology Park, Liverpool Merseyside being for a term of 125 years from the 24th day of August 1984 as created by a Lease made on that day between (1) the County Council of Merseyside (2) English Industrial Estates Corporation and (3) Plessey Properties Limited and SECONDLY all that the Sub-Underleasehold interest in the same premises being for a term of 99 years less 10 days from the 24th day of August 1984 as created by a Lease made that day between (1) Midland Montagu Industrial Leasing Limited and (2) Plessey Properties Limited as such interests are registered with absolute Leasehold title at H.M. Land Registry under Title Numbers MS 210043 and MS 210044	Plessey Crypto Hoskyns Group plc

respectively the interests in each case being subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the respective Title Numbers and subject also in each case to the payment of the rent reserved by and the observance and performance of the tenant's covenants and conditions contained in the said Leases and as to the Head Leasehold interest subject also to but with the benefit of an Underlease also made the 24th day of August 1984 between (1) Plessey Properties Limited and (2) Midland Montagu Industrial Leasing Limited of the other part such Underlease being in turn subject to but with the benefit of the interest above secondly described.

BUILDING NO. BT 911/5 WAVERTREE TECHNOLOGY PARK

Plessey Crypto

ALL THAT the industrial unit known as Building No. BT 911/5 Wavertree Technology Park, Dryden Road, Wavertree, Liverpool Merseyside the tenure being leasehold for a term of six years from the 15th day of January 1986 created by a Lease made the 5th day of December 1988 between (1) the English Industrial Estates Corporation and (2) Plessey Properties Limited of the other part together with the rights but except and reserved as more particularly mentioned in the Lease but except and reserved as more particularly mentioned therein and subject to the payment of the rent reserved by and the observance and performance of the tenants covenants and conditions contained therein.

UNIT BT 315/4D BINNS WAY, OFF BINNS ROAD, WAVERTREE, LIVERPOOL

Plessey Crypto

ALL THAT the property situate at and known as Unit BT 315/4D Binns Way, off Binns Road, Wavertree, Liverpool Merseyside the tenure being leasehold for a term of 3 years from the 20th day of February 1989 as created by an undated Tenancy Agreement stated to be made between (1) the English Industrial Estates Corporation and (2) Plessey Crypto subject to the payment of the rent reserved by and the observance and performance of thetenants covenants and conditions contained in the said Tenancy Agreement.

Part D - intellectual property rights

(i) Patents and Patent Applications as listed in Annex 7D(i)

(ii) Trade Marks and Trade Mark Applications

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
Midland Bank plc 4 Dale Street Liverpool L69 3BZ	Plessey-UK Ltd - Crypto 81556061

SCHEDULE 8

Part A

(i) the Transferee: Siemens Plessey Electronic Systems Limited

(ii) the consideration: £150,699,000

(iii) the Consideration Shares: 302,977 Ordinary Shares of £1 each

Part B - the Business

the defence systems business of the Transferor principally carried on at Grange Road Christchurch Dorset, Southleigh Havant Hampshire and Vicarage Lane Ilford in the name of Plessey Defence Systems and also in the name of Siemens Plessey Defence Systems Limited (formerly Plessey Defence Systems Limited), a management company which was a wholly-owned subsidiary of Plessey-UK Limited on whose behalf it entered into all commitments, Plessey's shareholding in Siemens Plessey Assessment Services Limited (formerly Plessey Assessment Services Limited) which company carries on business at Abbey Works Titchfield Fareham Hampshire and Foulness and the military communications business of ~~Plessey-UK Limited~~ the Transferor carried on at Grange Road Christchurch Dorset and Vicarage Lane Ilford in the name Plessey Military Communications and also in the name of Plessey Military Communications Limited, a management company which was a wholly-owned subsidiary of the Transferor on whose behalf it entered into all commitments, the Business Charter for which business is set out in Annex 8B and the Transferor's shareholdings in Plessey Military Communications Limited, Plessey Secure Digital Systems Limited, Siemens Plessey Assessment Services Limited, and UKADGE Systems Limited.

Part C - the Property/ies

(i) **the Freeholds:**

Description of the Property including title number (if any)	Occupier
PREMISES AT GRANGE ROAD CHRISTCHURCH	
ALL THOSE three pieces of freehold land situate at Grange Road and Highcliffe Road Christchurch Dorset as the same are registered at H.M. Land Registry with absolute freehold title under Title Number DT 132286 together with the rights but except and reserved and subject to but where applicable with the benefit of the matters contained mentioned or referred to in the Property and Charges Registers of the said Title Number	Plessey Defence Systems Plessey Properties Hoskyns Group plc Plessey
PREMISES AT SOUTHLEIGH HAVANT HAMPSHIRE (Plan 7 at Annex 8C)	
FIRST ALL THAT piece of freehold land situate at Horndean Road Havant Hampshire and known as Southleigh Park as the same is registered at H.M. Land Registry with absolute freehold title under Title Number HP 220538 subject to but where applicable with the benefit of all matters contained or referred to in the Property and Charges Registers of the said Title Number AND SECONDLY ALL THAT the estate and interest (if any) of Plessey Properties Limited in the piece of land at the north westerly boundary of the land first described at the corner of Horndean Road and Bartons Road.	Plessey Defence Systems Hoskyns Group plc
VICARAGE LANE ILFORD (Plan 8 at Annex 8C)	
ALL THOSE pieces of freehold land situate at Vicarage Lane and Ley Street Ilford in the London Borough of Redbridge forming part of the land Title to which is registered at H.M. Land Registry as an absolute freehold Title under Title Number EGL 109090 and which is shown edged red on plan 8 at Annex 8C SUBJECT TO but where applicable with the benefit of the matters contained mentioned or referred to in the property and Charges Registers of the said Title Number	Plessey Defence Systems Hoskyns Group plc SPE Vehicles Plessey Plessey Properties

TITCHFIELD

All that piece of freehold land situate at Southampton Road Titchfield Hampshire forming part of the land registered at H.M. Land Registry with absolute freehold title under Title Number HP 26398 edged blue and hatched orange on Plan 1 at Annex 1C subject to so far where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number	Plessey Aerospace Plessey Assessment Services Plessey Defence Systems Hoskyns Group plc T.A.V.R.

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
CAR-PARK AT ILFORD	
ALL THAT piece of land situate on the south side of Vicarage Lane Ilford in the London Borough of Redbridge as more particularly described in and demised by a Lease made the 17th day of April 1978 between (1) the British Railways Board and (2) The Plessey Company Limited for a term of twenty years from the 24th day of June 1972 except and reserved as more particularly mentioned therein and subject to the payment of the yearly rent reserved thereby (subject to review as therein provided) and to the observance and performance of the covenants and conditions on the part of the tenant therein contained.	Plessey Defence Systems Plessey Plessey Properties
CHRISTCHURCH	
ALL THAT the leasehold premises situate at Shand Kydd Industrial Estate Somerford Road Christchurch in the County of Dorset and forming part of Unit 4A of the said Industrial Estate as the same were demised by a Lease made the 15th day of September 1989 between (1) Bob's Tile Centres and Do-it-Yourself Supplies Limited of and (2) Plessey-UK Limited for a term of one year commencing on the 4th day of May 1989 together with the rights but except and reserved as more particularly mentioned in the said Lease and subject to the payment of the yearly rent reserved thereby and to the observance and performance of the covenants and conditions on the part of the tenant therein contained.	Plessey Defence Systems

BIRCH AIRFIELD, COLCHESTER

All that leasehold property known as land at Birch Airfield, Birch, Colchester, Essex and more particularly described in and demised by a lease dated 22nd November 1989 and made between (1) Nathaniel Edward Carwardine Sherwood and David Gerald Sherwood (2) Simon Edward Harlakanden Sherwood and (3) Plessey-UK Limited for the period of three years from 1st January 1989.

Plessey Defence Systems

LANGSTONE GATE HAVANT

All that leasehold property known as land at Block C, Langstone Gate, Solent Road, South Havant, Hampshire demised by a lease dated 4th July 1988 and made between (1) De La Rue Systems Limited (2) Plessey-UK Limited for a period of 3 years from 24th June 1988.

Plessey Defence Systems

ADDITIONAL LAND AT SOUTHLEIGH

All that land forming part of field OS No. 5800 at Southleigh Havant Hampshire held on an annual licence from 1st February, 1990 made between (1) Southleigh Farm Partnership and (2) Plessey-UK Limited

Part D - Intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 8D(i)

(ii) Trade Marks and Trade Mark Applications

as listed in Annex 8D(ii)

(iii) Registered Designs and Registered Design Applications

as listed in Annex 8D(iii)

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey Military Communications Limited	Vicarage Lane Ilford, Essex	£2	2 Ordinary shares of £1 each
Plessey Secure Digital Systems Limited	Vicarage Lane Ilford, Essex	£70,000	70,000 Ordinary shares of £1 each
Siemens Plessey Assessment Services Limited	Vicarage Lane Ilford, Essex	£10,000	10,000 Ordinary Shares of £1 each
UKADGE Systems Limited	Kemble House 20 Kean Steet London	£90,000	30,000 A Ordinary shares of £1 each

Part F - the Bank Accounts

Name and address of bank	Account name and number
Barclays Bank PLC Town Branch Bournemouth BH1 1ER Sort Code: 20 11 39	Plessey-UK Ltd. Plessey Defence Systems 60714100
Barclays Bank PLC Athens Branch Athens Greece	The Plessey Company plc Plessey Defence Systems Company Call A/C 35250002
National Westminster Bank PLC 15 Bishopsgate London EC2 2AP Sort Code: 50 00 00	Plessey Military Communications 03039102
Barclays Bank PLC FX Settlements 33 Old Broad Street London EC2 Sort Code: 20 63 89	Plessey-UK Ltd - Military Communications 80457280
Barclays Bank PLC 48 Botley Road Park Gate Southampton S03 7BB Sort Code: 20 66 09	Siemens Plessey Assessment Services 10702528

SCHEDULE 9

Part A

(i) the Transferee: Plessey Telecommunications (International) Limited (in the course of changing its name to GPT Holdings Limited)

(ii) the consideration: £884,000,000

(iii) the Consideration Shares: 99,999,900 Ordinary Shares of £1 each

Part B - the Business

The Transferor's shareholding in GEC Plessey Telecommunications Holdings Limited

Part C - the Property/ies

(i) the Freehold[s]:

Description of the Property including title number (if any)	Occupier
SPORTS GROUND AT ROBY ROAD HUYTON	
FIRST ALL THAT piece of freehold land situate at Roby Road Huyton Merseyside as more particularly described in a Conveyance made the 19th day of March 1947 between (1) William Gore and (2) Automatic Telephone & Electric Company Limited subject to but with the benefit of a Lease made the 14th day of July 1947 between (1) Automatic Telephone & Electric Company Limited and (2) the Trustees for ATM Sports and Social Organisation AND SECONDLY ALL THAT piece of freehold land adjacent to the land first described and more particularly described in a Conveyance made the 29th day of November 1957 and made between (1) Majorie Glyn-Hughes and (2) Automatic Telephone & Electric Company Limited except and reserved as more particularly mentioned therein and subject to the restrictive covenants set out in the said Conveyance	G.P.T.

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
WILSON ROAD, HUYTON	
All that leasehold property known as Land at Wilson Road, Huyton, Merseyside demised by a lease dated 25th January, 1977 and made between (1) The English Industrial Estates Corporation (2) Plessey Telecommunications Limited for the period of 99 years from 25th January 1977 subject to an Underlease dated 28th July 1989 and made between (1) Plessey Properties Limited (2) GEC Plessey Telecommunications Limited	GPT

Part D - the Intellectual Property Rights

(i) Patents and Patent Applications

As listed in Annex 9D(i)

(ii) Trade Marks and Trade Mark Applications

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
GEC Plessey Telecommunications Holdings Limited	New Century Park P.O. Box 53 Coventry	£200,000,000	100,000,000 Ordinary shares of £1 each

Part F - Bank Account

Name and address of bank	Account name and number

SCHEDULE 10

Part A

(i) the Transferee: Plessey DigiTel Limited (in the course of changing its name to GEC-Marconi Materials Limited)

(ii) the consideration: £~~16,380,000~~ 14,045,000

(iii) the Consideration Shares: 19,980,000 Ordinary Shares of 5p each

Part B - the Business

the materials business of the Transferor carried on at Wood Burcote Way Burcote Road Towcester Northants in the name Plessey Materials, the Business Charter of which business is set out in Annex 10B.

Part C - the Property/ies

(i) **the Freeholds:**

Description of the Property including title number (if any)	Occupier
TOWCESTER (Plan 9 at Annex 10C)	
All that freehold land situate at Towcester Northamptonshire adjacent to Burcote Road and shown for the purpose of identification only edged red on plan 9 at Annex 10C and comprised in a conveyance dated 11th March, 1982 and made between (1) Plessey-UK Limited (2) The Plessey Company plc and (3) Plessey Properties Limited ("the Conveyance") together with (so far as the same affect the property) the benefit of the right and covenant referred to in the Conveyance but subject to (so far as the same affects the property) the Deed of Dedication the covenants conditions and reservations referred to in the Conveyance and subject also (so far as the same affect the property) to leases of parts of the property as follows:	Plessey Materials Arcotronics Limited P.R.P. Optoelectronics Limited Hoskyns Group plc

Date	Term	Parties
24.12.80	51 years and 3 days from 24.12.80	Plessey-UK Limited (1) Midland Montagu Industrial Leasing Limited (2)
07.09.89	13 years from 24.06.89	Plessey Properties Limited (1) Wallsole Limited (2) P.J. Abbey and P.B. Hart (3)
24.06.82	20 years from 01.04.82	Plessey Properties Limited (1) Arcotronics Limited (2)

(As varied by a Deed of 8th February, 1988 and made between (1) Plessey Properties Limited (2) Arcotronics Limited)

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
TOWCESTER All that leasehold property known as land and Buildings 20, 21 and 22 at Wood Burcote, Towcester, Northamptonshire more particularly described in and demised by a lease dated 24th December 980 and made between (1) Midland Montagu Industrial Leasing Limited and (2) Plessey UK Limited for the period of 51 years from 24th December 1980.	None

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Part D - intellectual property rights

(i) Patents and Patent Applications as listed in Annex 10D(i)

(ii) Trade Marks and Trade Mark Applications as listed in Annex 10D(ii)

(iii) Registered Des gns and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
National Westminster Bank PLC 15 Bishopsgate London EC2 Sort Code: 50 00 00	Plessey-UK Ltd - Microwave A/C No. 03037967

SCHEDULE 11

Part A

(i) the Transferee: Plessey Naval Systems Limited (in the course of changing its name to GEC-Plessey Naval Systems Limited)

(ii) the consideration: 197,517,000 ~~£195,173,000~~

(iii) the Consideration Shares: 999,998 Ordinary Shares of £1 each

Part B - the Business

the naval systems business of the Transferor carried on at Newport Gwent, Addlestone Surrey and Wilkinthroop House Templecombe Somerset in the name Plessey Naval Systems and also in the name of Plessey Naval Systems Limited (formerly Plessey Marine Limited), a management company which was a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments and including the displays business of Plessey-UK Limited (previously carried on in the name of Plessey Displays Limited, now called Etelco Limited, a management company which was a wholly owned subsidiary of Plessey UK Limited, on whose behalf it entered into all commitments), the Business Charter for which business is set out in An · 11B and the Transferor's shareholdings in Ameeco (Hydrospace) Limited and Etelco Limited.

Part C - the Property/ies

(i) the Freeholds:

Description of the Property including title number (if any)	Occupier

WILKINTHROOP HOUSE, TEMPLECOMBE

(Plan 10 at Annex 11C)

ALL THAT piece of freehold land situate at Cabbage Lane, Templecombe Somerset and known as Wilkinthroop House and more particularly described in a Conveyance made the 18th day of March 1982 between (1) Plessey UK Limited (2) The Plessey Company plc and (3) Plessey Properties Limited together with the rights and subject to but where applicable with the benefit of the matters set out in the said Conveyance.

Plessey Naval Systems

Hoskyns Group plc

PREMISES AT THROOP ROAD, TEMPLECOMBE

(Plan 11 at Annex 11C)

ALL THAT piece of freehold land situate at Throop Road, Templecombe Somerset as more particularly described in a Conveyance made the 18th day of March 1982 between (1) The Plessey Company plc and (2) Plessey Properties Limited together with the rights but except and reserved and subject to but where applicable with the benefit of the matters referred to in the said Conveyance made the 25th day of March 1983 between (1) Plessey Properties Limited and (2) Andrew Charles William Cotterill and Jane Elizabeth Cotterill and as to the premises known as Building N situate on part of the land hereinbefore described SUBJECT TO but with the benefit of a Lease made the 7th day of March 1980 between (1) The Plessey Company Limited and (2) Ericsson Telephones Limited (now known as Plessey Property Developments Limited) for a term of 55 years from the 7th day of March 1980 and as to the premises known as Buildings P and Q situate on part of the land hereinbefore described SUBJECT TO but with the benefit of a Lease made the 3rd day of August 1981 between (1) The Plessey Company Limited and (2) Equipment Leasing Company Limited of the other part for a term of 55 years from the 3rd day of August 1981

Plessey Naval Systems

Hoskyns Group plc

PREMISES AT CORPORATION ROAD, NEWPORT, GWENT

FIRST ALL THAT piece of freehold land situate at Corporation Road Newport Gwent as the same is registered with absolute title under Title Number WA 303983 AND SECONDLY ALL THAT piece of freehold land adjacent to the land first described and registered at H.M. Land Registry with absolute title under Title Number WA 305849 the properties first and secondly described being subject to but where applicable with the benefit of all matters contained or referred to in the Property and Charges Registers of their respective Title Numbers.

Plessey Naval Systems

PREMISES AT SPYTTY ROAD, NEWPORT, GWENT (Plan 12 at Annex 11C))

FIRST ALL THAT piece of freehold land at Spytty Road, Newport Gwent as the same is registered with absolute freehold title at H.M. Land Registry under Title Number WA 23387 subject to but where applicable with the benefit of all matters contained mentioned or referred to in the Property and Charges Registers of the said title AND SECONDLY ALL THAT piece of freehold land on the east side of Corporation Road, Newport Gwent as the same is registered at H.M. Land Registry with absolute title under Title Number WA 215293 subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number.

Plessey Naval Systems

Hoskyns Group plc

STATION ROAD, ADDLESTONE

ALL THAT freehold piece of land known as 277 Station Road, Addlestone in the County of Surrey title to which is registered at H.M. Land Registry with absolute freehold title under Title Number SY 392566 subject to the covenants set out in the Charges Register of the said title.

Plessey Crypto

(ii) **the Leaseholds:**

Description of the Property including title number (if any)	**Occupier**

BUILDINGS P AND Q THROOP ROAD, TEMPLECOMBE

ALL THAT the interest in Buildings P and Q, Throop Road, Templecombe, Somerset created by an Underlease made the 3rd day of August 1981 between (1) Equipment Leasing Company Limited and (2) The Plessey Company Limited of the other part for a term of 55 years less three days from the 3rd day of August 1981 SUBJECT to the payment of the yearly rents reserved by the said Underleases and to the observance and performance of the covenants on the part of the tenant and the conditions therein respectively contained .

Plessey Naval Systems

BUILDING N, THROOP ROAD, TEMPLECOMBE

ALL THAT the interest in Building N, Throop Road, Templecombe, Somerset created by an Underlease made the 20th day of August 1980 between (1) Chase Manhattan Limited and (2) Ericsson Telephones Limited a term of 55 years less three days from the 7th day of March 1980.

Plessey Naval Systems

MAIN SITE AT ADDLESTONE (Plan 13 at Annex 11C)

ALL THAT piece of leasehold land at Station Road, Addlestone Surrey title to which is registered at H.M. Land Registry as an absolute leasehold title under Title Number SY 379912 as the same was demised by a Lease made the 6th day of December 1966 between (1) Brixton Estates Limited and (2) The Plessey Company Limited for a term of ninety-nine years from the 29th day September 1965 subject to the payment of the yearly rents reserved thereby (subject to review as therein provided) and to the observance and performance of the other covenants on the part of the tenant and the conditions therein contained and subject also to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number the provisions of the said Lease having been varied by the Deeds of Variation (in some cases described as Supplemental Leases) and the Licence to Assign and the Licences for Alterations as set out below. (Some such Licences for Alterations being no longer effective as they relate to the temporary buildings which have now been removed).

Plessey Naval Systems

Hoskyns Group plc

SPE Vehicles

Plessey Radar

Plessey International

Plessey

(A) DEEDS OF VARIATION/
SUPPLEMENTAL LEASES

Date	Parties
7th August 1968	Brixton Estates Limited (1) The Plessey Company Limited (2)
17th April 1972	Brixton Estates Limited (1) The Plessey Company Limited (2)
1st July 1974	Brixton Estates Limited (1) The Plessey Company Limited (2)
15th October 1975	Brixton Estates Limited (1) The Plessey Company Limited (2)

(B) LICENCE TO ASSIGN

Date	Parties
14th April 1982	Brixton Estates Limited (1) The Plessey Company plc (2) Plessey Properties Limited (3)

ADDLESTONE - HILLRISE and LINDEN COTTAGE

All those two dwellinghouses known respectively as Hillrise and Linden Cottage Woburn Hill Addlestone Surrey as the same were demised by a Tenancy Agreement made by the 11th day of November 1988 between (1) Brixton Estates plc and (2) Plessey Properties Limited for a term of one year commencing on the 29th day of September 1988 continuing thereafter until determined by notice as therein provided subject to the payment of the annual rent therein contained and the observance and performance of the tenants obligations set out therein and subject also to the covenants affecting the Landlord's superior title.

Plessey Naval Systems

PREMISES AT CORPORATION ROAD, NEWPORT, GWENT

ALL THAT the Leasehold property situate at Corporation Road, Newport, Gwent as the same was demised by a Lease made the 14th day of March 1988 between the (1) South Wales Electricity Board and (2) Plessey Properties Limited for a term of one year from the 1st day of January 1988 and

Plessey Naval Systems

thereafter determinable as therein provided and subject to the payment of the annual rent reserved thereby and the observance and performance of the covenants on the part of the tenant and the conditions therein contained.

PREMISES AT SPYTTY ROAD, NEWPORT, GWENT

ALL THAT the leasehold piece of land and building known as Building 2 Spytty Road, Newport Gwent registered at H.M. Land Registry with absolute leasehold title under Title Number WA 225013 as the same was demised by an Underlease made the 27th day of November 1980 between (1) Barclays Mercantile Industrial Finance Limited and (2) Ericsson Telephones Limited (now known as Plessey Property Developments Limited) for a term of 55 years less 3 days from the 29th day of September 1979 (as later varied as set out in the Property Register of the said title) subject to the payment of the yearly rent reserved by the said Lease (varied as above mentioned) and to the observance and performance of the covenants and conditions on the part of the tenant therein contained AND SUBJECT ALSO TO but with the benefit of the matters contained mentioned or referred to in the Property and Charges Registers of the said Title Number.

Plessey Naval Systems

Hoskyns Group plc

PORTLAND, 6 FORTUNESWELL

All that leasehold property known as 6 Fortuneswell Portland Dorset demised by a lease dated 13th April 1984 and made between (1) Robert John Wollage and Philip John Price and (2) The Plessey Company plc for the period of 5 years from 13th December 1983 and a supplemental lease dated 31st December 1984 and made between same parties.

Plessey Naval Systems

PORTLAND, 74 FORTUNESWELL

All that leasehold property known as 74 Fortuneswell Portland Dorset demised by a lease dated 15th July 1987 and made between (1) D.J. Fancy, B.T. Davies and E.W. Davies and (2) Plessey UK Limited for the period of 4 years from 25th September 1986.

Plessey Naval Systems

VOBSTER QUARRY, MELLS, SOMERSET

All that leasehold property known as Vobster Quarry more particularly described in and demised by a lease dated 27th May 1987 and made between (1) Rt. Hon. The Earl of Oxford and Asquith and (2) Plessey UK Limited for the period of 25 years from 25th December 1985.

Plessey Naval Systems

BATH

All that leasehold property known as Third Floor Offices, Upper Borough Court, Bath Avon demised by a lease dated 10th August 1984 and made between (1) Haslemere Estates Public Limited Company and (2) The Plessey Company plc for the period of 25 years from 25th March 1984.

Plessey Naval Systems

Hoskyns Group plc

BATH

All that leasehold property known as Part Third Floor, Upper Borough Court, Bath, Avon to be demised by a lease to be made between (1) Zycor Limited and (2) Plessey -UK Limited for the period of 5 years and six months from 29th September 1988.

Plessey Naval Systems

WINCANTON

All that leasehold property known as 14 Bennets Field Trading Estate Wincanton Somerset demised by a lease dated 9th November 1989 and made between (1) Idolside Limited and (2) Plessey - UK Limited for the period of two years from 9th May 1989.

Plessey Naval Systems

* Part D - intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 11D(i)

(ii) Trade Marks and Trade Mark Applications

as listed in Annex 11D(ii)

(iii) Registered Designs and Registered Design Applications

as listed in Annex 11D(iii)

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Ameeco (Hydrospace) Limited	Vicarage Lane Ilford, Essex	£142,858	121,429 Ordinary shares of £1 each. 21,429 Preference shares of £1 each
Etelco Limited	Vicarage Lane Ilford, Essex	£2	2 Ordinary shares of £1 each

Part F - the Bank Accounts

Name and address of bank	Account name and number
ANZ Bank Lambton Quay Fetherston Street Wellington New Zealand	Plessey-UK Ltd - Naval Systems NZ$ hold Account 010-505-541371-00
Barclays Bank PLC 14 Commercial Street Newport, Gwent, NP9 1WH Sort Code 20 60 58	Plessey-UK Ltd - Naval Systems US$ hold Account 38655140
Barclays Bank PLC 14 Commercial St, Newport, Gwent, NP9 1WH Sort Code 20 60 58	Plessey-UK Ltd - Naval Systems 90725528
Barclays Bank PLC 157 Station Road Addlestone, Weybridge Surrey KT15 2BB	Plessey-UK Ltd - Naval Systems 60716371
Barclays Bank PLC FX Settlements 33 Old Broad St. London EC2 Sort Code 20 63 89	Plessey-UK Ltd - Naval Systems Can $ Account 37182813

SCHEDULE 12

Part A

(i) the Transferee: Siemens Plessey Electronic Systems Limited

(ii) the consideration: £121,127,000

(iii) the Consideration Shares: 243,523 Ordinary Shares of £1 each

Part B - the Business

the radar, associated systems and airports business of the Transferor, previously carried on by Plessey Radar Limited and Plessey Airports Limited, carried on at Oakcroft Road Chessington Surrey and at Cowes Isle of Wight in the names Plessey Radar and Plessey Airports and also in the name of Siemens Plessey Radar Limited (formerly Plessey Radar Limited), a management company which was a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, the Business Charter of which business is set out in Annex 12B, and the Transferor's shareholdings in Plessey Airports Limited, Plessey International Limited, Plessey (Far East) Limited, Plessey Malaysia Sdn Bhd, Plessey South East Asia Pte Limited and Plessey Systems Export SA.

Part C - the Property/ies

(i) **the Freeholds:**

Description of the Property including title number (if any)	**Occupier**
MAIN SITE AT ISLE OF WIGHT (Plan 14 at Annex 12C)	
ALL THAT freehold piece of land situate at Newport Road, Cowes in the Isle of Wight as the same is more particularly described in a Conveyance made the 24th day of February 1982 between (1) Plessey Radar Limited and (2) Plessey Properties Limited subject to but where applicable with the benefit of the matters contained or referred to therein.	Plessey Radar Hoskyns Group plc

(ii) the Leaseholds:

Description of the Property including title number (if any)	Occupier
UNITS 1 AND 2 OAKCROFT ROAD/HOOK RISE SOUTH, CHESSINGTON, SURBITON	
UNIT 1	
ALL THAT the leasehold property situate at Oakcroft Road and Hook Rise South, Chessington, Surbiton in the London Borough of Kingston-upon-Thames Title to which is registered at H.M. Land Registry as an absolute leasehold title under Title Number SGL 416665 as the same was demised by a Lease made the 2nd day of October 1984 between (1) Wyndham Investments Limited, (2) Plessey Properties Limited and (3) The Plessey Company plc for a term of 40 years from the 24th day of June 1984 subject to the payment of the yearly rent reserved thereby (subject to review as therein provided) and to the observance and performance of the covenants and conditions on the part of the tenant therein contained and subject also to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said title number.	Plessey Radar Hoskyns Group plc
UNIT 2	
ALL THAT the leasehold property situate at Oakcroft Road, Chessington, Surbiton in the London Borough of Kingston upon-Thames, Title to which is registered at H.M. Land Registry as an absolute leasehold title under Title Number SGL 452224 as the same was demised by a Lease made the 16th day of December 1985 between (1) Wyndham Investments Limited, (2) Plessey Properties Limited and (3) The Plessey Company plc for a term of 40 years from the 24th day of June 1984 subject to the payment of the yearly rent reserved thereby (subject to review as therein provided) and to the observance and performance of the covenants and conditions on the part of the tenant therein contained and subject also to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said title number.	Plessey Radar

TOLWORTH

All that leasehold property known as 10 and 12 Tolworth Tolworth Rise, Tolworth, Surrey and made between (1) Maspo Holdings Limited and (2) Plessey Properties Limited for the period of 5 years from 21st October, 1986. — Plessey Radar / Plessey Tellumat

ISLE OF WIGHT - PROSPECT ROAD

All that leasehold property known as land and premises on the southern side of Prospect Road, Cowes, Isle of Wight demised by a lease dated 20th April 1976 and made between (1) Sparshatts (Standard-Triumph) Limited (2) The Plessey Company Limited for the period of 5 years from 1st November 1975 and thereafter until determined by the Tenant on giving six months notice. — Plessey Radar

ISLE OF WIGHT - ST. CATHERINES HILL

All that leasehold property known as land on the West side of St. Catherine's Hill, Isle of Wight demised by a lease dated 3rd April 1985 and made between (1) The National Trust for places of Historic Interest or Natural Beauty (2) Plessey-UK Limited for the period of 5 years from 29th September 1984. — Plessey Radar

ISLE OF WIGHT - SHORWELL

All that leasehold property known as Radar Test Site, Shorwell, Isle of Wight demised by a lease dated 3rd September 1986 and made between (1) Frederick Bernard George Neunham, Olive Kathleen Neunham and David John Neunham (2) and Plessey-UK Limited for the period of 5 years from 1st December 1985. — Plessey Radar

Part D - intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 12D(i)

(ii) Trade Marks and Trade Mark Applications

as listed in Annex 12D(ii)

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey International Limited	Vicarage Lane, Ilford, Essex	£2	2 Ordinary shares of £1 each
Plessey Airports Limited	Vicarage Lane, Ilford, Essex	£2	2 Ordinary shares of £1 each
Plessey (Far East) Limited	26th Floor, Wing on Centre 11 Connaught Road Central Hong Kong	HK$ 500,000	50,000 Ordinary shares of HK$10 each
Plessey Malaysia Sdn Bhd	16-02 Pernas Int. Building Jalan Sultan Ismail 502-50 Kuala Lumpur	M$42,809	42,809 Ordinary shares of M$1 each
Plessey South East Asia Pte Limited	400 Orchard Road 21-07 Orchard Towers Singapore	S$200,000	200,000 ordinary shares of S$1.00 each
Plessey Systems Export SA	PO Box 8807 Panama 5	US$1,400	1,400 Bearer Shares of US$1 each

Part F - the Bank Accounts

Name and address of bank	Account name and number
Midland Bank plc 401 Hook Road Chessington Surrey KT9 1EW Sort Code: 40 17 39	Plessey - UK Limited - Radar 21078348
National Westminster Bank PLC 15 Bishopsgate London EC2 Sort Code: 50 00 00	Plessey-UK Limited - Radar A/C No 03040275
Midland Bank plc Poultry and Princes Street London EC2P 2BX Sort Code: 40 05 30	Plessey-UK Limited International Division A/C No. 40664766
Lloyds Bank Plc Avenue Liberdada 222 1200 Lisboa	Plessey-UK Limited -Radar A/C No. Est. Esc. 1-506242

Lloyds Bank Plc Avenue Liberdade 222 1200 Lisboa	Plessey-UK Limited -Radar A/C Drawing
Standard Chartered Bank Standard House P.O. Box 1529 Gaborone	Plessey-UK Limited -Radar A/C No. 227/08/51942/10 Holding
Standard Chartered Bank Standard House P.O. Box 1529 Gaborone	Plessey-UK Limited -Radar A/C No. 227/08/51942/11 Drawing
Banque Internationale Pour le Commerce et L'Industrie du Cameroun Avenue Ahmadou Ahidjo Yaounde	Plessey Radar A/C No. 6860 009 801-41 Drawing
Banque Internationale Pour le Commerce et L'Industrie du Cameroun Avenue Ahmadou Ahidjo Yaounde	Plessey Radar A/C No. 6860 009 800-44 Holding
Barclays Bank PLC Sir William Newton Street P.O. Box 165 Port Louis	Plessey-UK Limited Plessey Radar (H) A/C No. 732/2064685 Holding
Barclays Bank PLC Sir William Newton Street P.O. Box 165 Port Louis	Plessey-UK Limited Plessey Radar (D) A/C No. 732/2064693 Drawing
Barclays Bank PLC Sir William Newton Street P.O. Box 165 Port Louis	Plessey-UK Limited Plessey Radar A/C No. 732/702086 Call Deposit
Schoeller & Co Bankaktiengesellschaft Postanschrift A-1011 Wien Postfach 172	Plessey-UK Limited A/C No. 050-00/249711
Schoeller & Co Bankaktiengesellschaft Postanschrift A-1011 Wien Postfach 172	Plessey-UK Limited A/C No. 050-00/249701
Midland Bank plc 156 West 56th Street New York 10019-869	Plessey Radar Limited A/C No. 23781001

Barclays Bank PLC B.P. 4050 Libreville	Plessey Radar Limited A/C No. 20000226 87 - Drawing
Banque Internationale Pour le Commerce et L'Industrie du B.P. 79 Abidjan	Plessey Radar Limited A/C No. 9550 024290 02 - Drawing
Banque Internationale Pour le Commerce et L'Industrie du B.P. 79 Abidjan	Plessey Radar Limited A/C No. 9550 024300 69 - Holding

SCHEDULE 13

Part A

(i) the Transferee: Plessey Research Roke Manor Limited (in the course of changing its name to Roke Manor Research Limited)

(ii) the consideration: £9,248,000

(iii) the Consideration Shares: 999,500 Ordinary Shares of £1 each

Part B - the Business

the research business of the Transferor carried on at Roke Manor Romsey Hampshire in the name of Plessey Research Roke Manor and also in the names of Plessey Research and Technology and Plessey Research Roke Manor Limited, a management company which was a wholly-owned subsidiary of Plessey UK Limited, on whose behalf it entered into all commitments. The Business Charter for Plessey Research and Technology is set out in Annex 13B.

Part C - the Property/ies

(i) **the Freeholds:**

Description of the Property including title number (if any)	**Occupier**
ROKE MANOR AND LODGE, ROMSEY, HAMPSHIRE (Plan 15 at Annex 13C)	
FIRST ALL THOSE pieces of freehold land situate in the Parish of Romsey Hampshire more particularly described in a Conveyance (hereinafter called "the Conveyance") made the 5th day of November 1982 between (1) Plessey-UK Limited and (2) Plessey Properties Limited of the other part TOGETHER WITH the mansion house known as Roke Manor and the other buildings erected thereon or on some part thereof AND TOGETHER ALSO with the	Plessey Research and Technology Hoskyns Group plc

rights but except and reserved as more particularly mentioned in the Conveyance and SUBJECT TO but where applicable with the benefit of the covenants, conditions and other matters contained or referred to therein AND SUBJECT ALSO TO but with the benefit of the provisions of two Deeds of Easement both made the 2nd day of December 1985 the first being between (1) Plessey Properties Limited and (2) Elmfield Investments Limited and the second being between the same parties but in the reverse order as to all such matters hereinbefore mentioned in so far as the same are still subsisting and capable of taking effect and affect the said land AND SECONDLY ALL THAT the rights of fishing more particularly described in the Conveyance AND THIRDLY ALL THAT piece of freehold land situate at Old Salisbury Lane, Romsey Hampshire as the same is more particularly described in a Conveyance made the 1 th day of November 1982 between (1) Plessey UK Limited and (2) Plessey Properties Limited TOGETHER WITH the building or buildings erected thereon and known as Roke Lodge TOGETHER ALSO with the rights but EXCEPT AND RESERVED as more particularly mentioned in the said Conveyance and SUBJECT TO the covenants referred to therein insofar as all such matters are still subsisting and capable of taking effect and affect the said land.

(ii) the Leaseholds:

Part D - intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 13D(i)

(ii) Trade Marks and Trade Mark Applications

as listed in Annex 13D(ii)

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Part F - the Bank Accounts

Name and address of bank	Account name and number
National Westminster Bank PLC 15 Bishopsgate London EC2 Sort Code: 50 00 00	Plessey-UK Ltd - Electronic Systems Research A/C No. 03042332

SCHEDULE 14

Part A

(i) the Transferee: Plessey Semiconductors Limited

(ii) the consideration: £64,323,000

(iii) the Consideration Shares: 933,992 Ordinary Shares of £1 each

Part B - the Business

the semiconductors business of the Transferor carried on at Cheney Manor Swindon Wiltshire in the name of Plessey Semiconductors and also in the name of Plessey Semiconductors Limited, a management company which was a wholly-owned subsidiary of Plessey-UK Limited, on whose behalf it entered into all commitments, the Business Charter of which business is set out in Annex 14B, and the Transferor's shareholding in Plessey SA (Belgium), Plessey France SA, and UK Cablevision Limited

Part C - the Property/ies

(i) the Freeholds:

Description of the Property including title number (if any)	Occupier
BUILDINGS 107, 108 and 109 CHENEY MANOR, SWINDON, WILTSHIRE (Plan 16 at Annex 14C)	
FIRST ALL THAT piece of freehold land forming part of the industrial estate situate at Cheney Manor, Swindon Wiltshire as the same is for the purpose of identification only shown edged red and coloured pink on the plan annexed to a Conveyance made the 29th day of November 1982 between (1) Plessey-UK Limited and (2) Plessey Properties Limited (subject however as to a minor error upon the	Plessey Semiconductors Hoskyns Group plc Plessey

said plan relating to the north easterly boundary of the said land) TOGETHER WITH the buildings erected thereon and known as buildings number 107 and 108 Cheney Manor aforesaid SUBJECT TO the exceptions, reservations, covenants and conditions contained or referred to in a Conveyance made the 1st day of March 1962 between (1) the Mayor, Aldermen and Burgesses of the Borough of Swindon and (2) The Plessey Company Limited AND SECONDLY ALL THAT freehold piece of land forming part of the industrial estate at Cheney Manor, Swindon, Wiltshire as the same is shown for the purpose of identification only and coloured pink upon the plan annexed to a Conveyance made the 10th day of May One thousand nine hundred and eighty-two between (1) the Council of the Borough of Thamesdown, (2) Plessey Properties Limited, (3) Plessey UK Limited and (4) The Plessey Company plc TOGETHER WITH the building erected thereon and known as building 109 Cheney Manor aforesaid except and reserved and subject to the matters contained or referred to in the said Conveyance and subject also to a wayleave agreement made the 19th day of April 1960 between (1) The Plessey Company Limited and (2) Southern Electricity Board.

SPORTS GROUND AT HYDE ROAD, SWINDON

Plessey Semiconductors

ALL THAT piece of freehold land situate at Hyde Road, Swindon, Wiltshire as the same is more particularly described in a Conveyance made the 16th day of August 1982 between (1) Plessey UK Limited and (2) Plessey Properties Limited (hereinafter called "the 1982 Conveyance") less the land sold by a Conveyance made the 24th day of October 1986 between (1) Plessey Properties Limited, (2) The Plessey Company plc and (3) Raychem Limited (hereinafter called "the 1986 Conveyance") TOGETHER WITH the rights but except and reserved and subject to but where applicable with the benefit of the matters contained or referred to in the 1982 Conveyance and the 1986 Conveyance.

OLDHAM

ALL THAT piece of freehold land situate at the corner of Stockfield Road and Lansdowne Road, Chadderton, Oldham, Greater Manchester as the same is registered with absolute freehold title at H.M. Land Registry under Title Number GM175967 subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number.

Plessey Semiconductors

FAB III PREMISES AT TAVISTOCK ROAD, ROBOROUGH, PLYMOUTH (Plan 17 at Annex 14C)

ALL THAT piece of freehold land situate to the west of Tavistock Road, Roborough in the district of South Hams, Plymouth, Devon shown edged red on Plan Number 17 at Annex 14C forming part of the land Title to which is registered at H.M. Land Registry as an absolute freehold Title under Title Number DN 174695 the freehold interest described being subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the Title.

Plessey Semiconductors

Hoskyns Group plc

(ii) the Leaseholds:

UNIT 1, GROUNDWELL INDUSTRIAL ESTATE ,SWINDON

ALL THOSE the leasehold premises known as Unit 1 Groundwell Industrial Estate, Swindon, Wiltshire as the same were demised by a Lease made the 4th day of August 1988 between (1) TSB Group Pension Trust Limited, (2) Plessey Properties Limited and (3) The Plessey Company plc for a term of twenty-five years from the 1st day of August 1983 together with the rights but except and reserved as more particularly mentioned therein and subject to the payment of the rent reserved by and to the observance and performance of the tenants covenants and conditions contained therein.

Plessey Semiconductors

Plessey Properties

BUILDING 106 CHENEY MANOR, SWINDON
(Plan 18 at Annex 14C)

ALL THOSE the leasehold premises situate at the Cheney Manor Industrial Estate, Swindon, Wiltshire and known as building 106 Cheney Manor aforesaid as the same were demised by a Lease made the 6th day of May 1964 between (1) the Mayor, Aldermen and Burgesses of the Borough of Swindon and (2) Plessey UK Limited for a term of 99 years from the 1st day of April 1964 except and reserved as more particularly mentioned therein and subject to the payment of the yearly rent reserved thereby and the performance and observance of the covenants and conditions on the part of the tenant contained therein as varied by a Deed of Variation made the 27th day of November 1985 between (1) Thamesdown Borough Council and (2) Plessey Properties Limited.

Plessey Semiconductors

FAB III PREMISES AT TAVISTOCK ROAD, ROBOROUGH, PLYMOUTH

ALL THAT the leasehold interest in part of the land first described as created by an Underlease made the 28th day of March 1985 between (1) Lloyds Project Leasing Limited and (2) Plessey Properties Limited for a term of 51 years less three days from the said 28th day of March 1985 Title to which leasehold interest is registered as an absolute leasehold Title at H.M. Land Registry under Title Number DN 176582 the leasehold interests described being subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the Title and subject also to the payment of the rent reserved by and the observance and performance of the tenants covenants and conditions contained in the said Underlease as varied by a Supplemental Underlease made the 7th day of July 1989 between (1) Lloyds Project Leasing Limited and (2) Plessey Properties Limited.

Plessey Semiconductors

Hoskyns Group plc

CAR PARK AT LANSDOWNE ROAD, OLDHAM

ALL THAT piece of land situate at the corner of Stockfield Road and Lansdowne Road, Chadderton, Oldham, Greater Manchester the tenure being leasehold for a term of five years from the 27th day of March One thousand nine hundred and eighty-seven created by a Lease made the 29th day of January One thousand nine hundred and eighty-eight between the (1) North Western Electricity Board and (2) Ferranti plc subject to the payment of the rent reserved by and the observance and performance of the tenants covenants and conditions contained in the said Lease and to the other matters referred herein.

Plessey Semiconductors

Hoskyns Group plc

HOLLINWOOD AVENUE/BOWER LANE, OLDHAM

ALL THAT piece of land situate at the south-west of Hollinwood Avenue, Hollinwood, Oldham, Greater Manchester the tenure being leasehold for a term of Twenty-five years from the 1st day of August One thousand nine hundred and eighty-six as created by a Lease made the 1st day of August One thousand nine hundred and eighty-six between (1) Oldham Metropolitan Borough Council and (2) Ferranti plc (as subsequently varied by a Deed of Variation made the 30th day of September One thousand nine hundred and eighty-six between (1) the Oldham Borough Council and (2) Ferranti plc such leasehold property being registered at H.M. Land Registry with absolute leasehold title under Title Number GM 423330 subject to but where applicable with the benefit of the matters contained or referred to in the Property and Charges Registers of the said Title Number and subject also to the payment of the rent reserved by and the observance and performance of the tenants covenants and conditions contained in the said Lease (as varied as aforesaid).

Plessey Semiconductors

Hoskyns Group plc

Part D - intellectual property rights

(i) Patents and Patent Applications

as listed in Annex 14D(i)

(ii) Trade Marks and Trade Mark Applications as listed in Annex 14D(ii)

(iii) Registered Designs and Registered Design Applications

Part E - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey SA (Belgium)	Avenue de Tervurenlaan 149 Boite 2, 1150 Brussels	BFr 12,000,071	50,300 Ordinary shares of BFr 238.57 each
Plessey France SA	6 Avenue des Landes Le Miniparc, Bat No. 2 Z A. de Courtaboeuf 91144 Les Ulis Cedex France	FF 15,700,000	157,000 Ordinary shares of FF 100 each
Plessey GmbH	Ungererstrasse 129 8000 Munich 40 West Germany	DM 450,000	450,000 Ordinary shares of DM 1 each
UK Cablevision Limited	Vicarage Lane, Ilford, Essex	£2	2 Ordinary shares of £1 each

Part F - the Bank Accounts

Name and address of bank	Account name and number
National Westminster Bank PLC 15 Bishopsgate London EC2 Sort Code: 50 00 00	Plessey-UK Ltd. - Semiconductors 03040593
National Westminster Bank PLC 15 Bishopsgate London EC2P 2AP Sort Code: 50 00 00	Plessey-UK Ltd. - Semiconductors DM A/C 190-2-013[illegible]3487
Standard Chartered Bank 136 High Street Southampton	Plessey-UK Ltd - Semiconductors US$ A/C 02-[illegible]

Standard Chartered Bank
Edinburgh Tower
The Landmark
15 Queens Road
Central Hong Kong
P.O. Box 21
Hong Kong

Plessey-UK Ltd
- Semiconductors
Hong Kong $ A/C
447-000-3785-6

SCHEDULE 15

Part A

(i) the Transferee: Communication Systems International Limited (in the course of changing its name to Plessey South Africa Holdings Limited)

(ii) the consideration: £57,573,000

(iii) the Consideration Shares: 999,900 Ordinary Shares of £1 each

Part B - the Shares

Name of Company	Registered office	Issued Share Capital	Number and Class of Shares
Plessey South Africa Holdings (Pty) Limited	64/74 White Road Retreat 7945 Cape Town South Africa	2020 Rands	1010 Ordinary shares at 2 Rands each
Tellumat Limited	Vicarage Lane Ilford Essex	£4800	3800 Preference Shares of £1 each

SCHEDULE 16

Leasing Agreements

Name of Lessor	Date of Master Leasing Agreement	Date of Lease Contract(s)
NWS 3 Limited	23rd March 1989	23rd March 1989
Union Discount Finance & Leasing Limited	16th December 1988	16th December 1988
NWS 3 Limited	29th March 1988	29th March 1988
Union Discount Finance & Leasing Limited	18th December 1987	18th December 1987
NWS 9 Limited	30th September 198[illegible]	30th September 198[illegible]
W & G Equipment Leasing Limited	26th June 1987	26th June 1987
Union Discount Credit Limited	27th March 1987	27th March 1987
Union Discount Finance & Leasing Limited	19th December 1986	19th December 1986
BMI (No 9) Limited	30th September 1986	30th September 1986
BMI (No 6) Limited	26th June 1986	26th June 1986
W & G Industrial Leasing Limited	26th March 1986	26th March 1986
G & N Equipment Leasing Limited	26th March 1986	26th March 1986
Mercantile Credit Company Limited	31st December 1985	31st December 1985
W & G Lease Finance Limited	20th December 1985	20th December 1985
Royal Scot Leasing Limited	27th September 1985	27th September 1985
Watling Leasing Limited	25th June 1985	25th June 1985

Name of Lessor	Date of Master Leasing Agreement	Date of Lease Contract(s)
BAIL Leasing Limited	25th June 1985	25th June 1985
Lloyds Equipment Leasing Limited	21st January 1985	21st January 1985
Lloyds Equipment Leasing Limited	21st January 1985	21st January 1985
Lloyds Equipment Leasing Limited	21st January 1985	21st January 1985
Lloyds Equipment Leasing Limited	21st January 1985	21st January 1985
BMI (No 3) Limited	29th March 1985	29th March 1985
BMI (No 3) Limited	29th March 1985	29th March 1985
BMI (No 3) Limited	29th March 1985	29th March 1985
Barclays Mercantile Industrial Finance Limited	31st December 1984	31st December 1984
Lloyds Leasing Limited	11th December 1984	11th December 1984
Mercantile Credit Limited	12th November 1980	1st April 1984 1st May 1984 1st June 1984 1st July 1984 1st August 1984 1st September 1984 1st October 1984 1st November 1984 1st December 1984 31st December 1984 1st February 1985 1st March 1985 1st March 1985 1st March 1985 1st March 1985
GPT Finance Limited	12th November 1984	12th November 1984
Forward Leasing Limited	N/A	28th September 1984
Midland Montagu Leasing (UK) Limited	N/A	31st December 1984
Lombard North Central plc	28th September 1984	28th September 1984

SCHEDULE 17

Shareholder Loans

Lender	Borrower	
Plessey UK	Plessey Traffic Systems International Limited	£ 14,682,000
	Plessey Secure Digital Systems Limited	£ 2,258,000
	Etelco Limited	£ 254,000
Plessey Overseas	Plessey (Far East) Limited	HK$3,000,000
Plessey Properties	UK Cablevision Limited	£ 30,000

SCHEDULE 18

Intellectual Property Rights

This Schedule sets out principles to govern the agreement between GEC, Siemens, each of the Transferees and Plessey in respect of the transfer of ownership, licensing and use of intellectual property rights belonging to the Transferor together with matters related or incidental thereto. There are set out in the Annexes referred to in Part D of the Schedule relating to the sale of a Business details prepared by the Plessey intellectual property administration centre of Registered Rights which are Business Intellectual Property Rights. The Transferee has not independently verified these details and accordingly the Annexes are agreed not to be binding upon the parties.

1. Definitions

In this Schedule the following words and phrases shall bear the meaning ascribed to them hereunder:

Intellectual Property Rights	the full benefit (subject to the obligations) of all patents, petty patents, utility models, trade marks (including service marks, trade and business names) whether registered or not, registered designs (and applications for the same) copyright, design rights, rights in computer software, topography rights, inventions whether or not capable of protection by patent or registration, discoveries, improvements, designs, techniques, and other confidential processes and information, manufacturing methods and data, specifications and drawings, research and development data and materials and know how and any licences (express or implied) in connection with any of the same and the full right to all intellectual property and legal protection relating to

	the same existing in any part of the world
Business Intellectual Property Rights	Intellectual Property Rights (excluding the Plessey Marks) exclusively or predominantly used in, and/or sponsored by and/or which exclusively or predominantly relate to the Business and/or the business of any company the Shares in which are transferred hereunder. For the purpose of this definition (and for the purpose of Clause 8 hereto) an Intellectual Property Right capable of registration is being "sponsored" by a Business ("the sponsor") if at the date of this Agreement there was within the Plessey Group attributed to that Business the responsibility for protecting such right, including bearing the cost of applying for, filing, prosecuting and maintaining the registration of such right.
Registered Rights	in relation to any jurisdiction, any Intellectual Property Rights which are either the subject of registration (or application for registration) with any competent authority in that jurisdiction or otherwise require expenditure for their filing, prosecution or maintenance in that jurisdiction
Category I Rights	patents, petty patents, utility models and applications therefor, having a priority or first filing date in any country prior to the date of this Agreement

Category II Rights

(i) copyright;

(ii) registered designs;

(iii) design right; and

(iv) topography rights

having a filing or priority date in any country prior to the date of this Agreement

Category III Rights

(i) inventions and designs whether or not capable of protection by patent or registration but which are not the subject of Category I or II Rights;

(ii) commercial information, including know-how, manufacturing methods and data, specifications and drawings and research and development data and materials;

in existence in any country prior to the date of this Agreement

2. Transfer of Ownership of Intellectual Property Rights

2.01 Ownership of the Business Intellectual Property Rights shall be assigned to or otherwise effectively vested in the Transferee.

2.02 The parties believe that those Business Intellectual Property Rights which are Registered Rights are as set out in the relevant Schedule.

2.03 To the extent that any Intellectual Property Right required to be transferred or assigned under this Agreement is the subject of an existing licence in favour of or from any third party the transfer or assignment shall be subject to the existing contractual relationship with that third party.

3. Category I Rights

Each Transferee hereby grants in favour of:

(a) each other Transferee and any person deriving rights in relation to any part of the Business of such Transferee;

(b) users of products manufactured by any such person to the extent protected by the terms of this Clause; and

(c) any person or body corporate acting together with any person referred to in (a) above on any business venture to the extent that the use of the right is required for the purpose of that venture

immunity from suit in respect of the doing or authorising of or assisting the doing of anything which (i) but for this Clause could be an infringement of any Category 1 Right and which (ii) involves the use of any such Category 1 Right in relation to the commercial activities of the relevant Business acquired by that other Transferee as they were carried on or planned to be carried on in such Business at the date of this Agreement.

4. Categories II and III Rights

4.01 A Transferee shall be obliged to enter into an intellectual property licence in respect of Categories II and III Rights with any other Transferee which so requests, if and to the extent that the commercial activities of the relevant Business acquired by that other Transferee as they were carried on or planned to be carried on in such Business at the date of this Agreement require such licence.

4.02 Any licence granted pursuant to Clause 4.01 of this Schedule shall be non-exclusive, irrevocable and royalty-free with the right to grant sub-licences subject to the approval of the grantor of the licence, provided that such approval shall not be required to the extent that the intellectual property which is the subject of sub-licensed rights are incorporated in and amalgamated with intellectual property (of the same category of property to which Category II and III Rights relate) belonging to the other Transferee (or a member of the same group of companies as that Transferee).

4.03 In the event that an Intellectual Property Right was at the date of this Agreement the subject of a licence ("the pre-existing licence") the terms of which prevent the grant of an intellectual property licence (as provided by Clause 4.01) the parties shall use all reasonable endeavours to secure the consent of the licensee and/or licensor under the pre-existing licence to the grant by the Transferee of an intellectual property licence.

5. ~~Multifunction radar~~

~~Nothing in Clauses 3 or 4 of this Schedule shall give any Transferee the right to immunity under, or to a licence in respect of Intellectual Property Rights relating to multifunction radar which constitute a Business Intellectual Property Right of the Transferee referred to in Schedule 8.~~

6. Assignment of Intellectual Property Rights

No assignment of any Business Intellectual Property Right shall be made after the date of this Agreement unless prior to such assignment the assignee enters into a binding agreement with the assignor containing provisions equivalent to those in Clauses 3, 4 and this Clause 5 of this Schedule.

7. Prosecution and Maintenance of Registered Rights

7.01 If any Transferee to whom Registered Rights are transferred wishes to cease the prosecution or maintenance of any such rights it shall give timely and reasonable notice of its intention so to do.

7.02 Such notice shall be in writing and shall be delivered to:

(a) in the case where the Transferee is wholly owned by GEC or Siemens to that person

(b) in the case where the Transferee is jointly owned by GEC and Siemens to each of them.

7.03 Such notice shall be deemed to contain an offer to assign such right(s) free of charge (but subject to the payment by the Transferee of any documentary or transfer duties registration fees and professional fees) and specify a period for notification of acceptance or rejection of such offer the notification period not to be less than 30 days from the date of such notice.

7.04 If the offer is accepted the Transferee shall forthwith assign such rights, such assignment to contain a provision in similar terms to Clause 3.01 of this Schedule, as though the right assigned were a Category I Right.

7.05 If the offer is not accepted the Transferee shall (after the expiry of the time period specified in Clause 7.03 of this Schedule) subject to Clause 7.06 be at liberty to cease such prosecution or maintenance and to abandon the relevant registered rights.

7.06 If the Transferee is wholly owned by GEC or Siemens ("the parents") and GEC or Siemens, as the case may be, intends not to accept an offer in respect of Category I Rights, the parent concerned shall endeavour to give reasonable notice to the other parent of its intention to cease prosecution or maintenance of the rights concerned and shall give the other parent the opportunity to continue with the prosecution or maintenance of the rights concerned in a manner to be agreed.

7.07 If the Transferee is owned jointly by GEC and Siemens the terms of this sub-clause shall apply:

(a) all matters pertaining to the prosecution, maintenance or protection of such rights shall in the first instance be agreed upon by GEC and Siemens;

(b) where an agreement is reached pursuant to (a) GEC and Siemens shall share such costs as are incurred in the proportions agreed by them;

(c) where GEC and Siemens are unable to agree on a course of action either of them may elect to prosecute, maintain or protect (by way of legal action or otherwise) the right and if one of the parents wishes to cease the prosecution or maintenance of any such right and the other parent elects to continue the Transferee shall be deemed to have notified the latter of an offer under Clause 7.03 above of this Schedule.

8. Plessey Marks

Any Transferee which is a user of the Plessey Marks shall enter into a registered user agreement substantially in the approved form for the United Kingdom and corresponding agreements outside the United Kingdom whereby the owners of the Plessey Marks shall grant to ~~GEC, Siemens and each~~ such Transferee a right to use such Plessey Marks as are relevant to its respective business of the type conducted at the date of this Agreement.

9. The GPT Agreement

9.01 All Intellectual Property Rights owned solely by GPTH ("GPTH" to include, for the purpose of this clause, any subsidiary of GPTH") which existed on or before the date of this Agreement shall remain vested in GPTH and this Agreement shall not apply to such rights.

9.02 All Intellectual Property Rights owned by Plessey but jointly sponsored by GPTH and the Business referred to in Schedule 8 which existed on or before the Effective Date shall be transferred to the Transferee referred to in Schedule 8 and shall remain jointly sponsored by GPTH and such Transferee.

9.03 All Intellectual Property Rights owned by Plessey but jointly sponsored by GPTH and the Transferee referred to in Schedule 14 which existed on or before the Effective Date shall be transferred to either GPTH or the Transferee referred to in Schedule 14 depending on which business they most closely relate to. Those Intellectual Property Rights transferred to the Transferee referred to in Schedule 14 shall be jointly sponsored by the Transferee referred to in Schedule 14 and GPTH.

9.04 For the purposes of Clauses 9.02 and 9.03 of this Schedule, both sponsors shall be jointly and severally liable for the costs of prosecuting and maintaining such rights as are Registered Rights.

SIGNED by CHRISTOPHER MORRIS)
as liquidator of GEC Siemens plc)
in the presence of:)

Peck Tong
9 Entlebury EC2
Solicitor

SIGNED by M. LESTER)
for and on behalf of Plessey Aerospace)
Limited in the presence of:)

J. C. go Sinn
65 Fleet Street London EC4
Solicitor

SIGNED by M LESTER)
for and on behalf of Ericsson)
Telephones Limited in the presence of:)

J. C. go Sinn
As above

SIGNED by ~~J. C. go Sinn~~ M LESTER)
for and on behalf of Plessey Avionics)
Limited in the presence of:)

J. C. go Sinn
As above

SIGNED by M. LESTER)
for and on behalf of Telurometer)
Limited in the presence of:)

J. C. go Sinn
As above

SIGNED by M. LESTER)
for and on behalf of Plessey Research)
Caswell Limited in the presence of:)

J. C. go Sinn
As above

SIGNED by I. HOWARD)
for and on behalf of Plessey Controls)
Limited in the presence of:)

Solicitor London

SIGNED by M LESTER)
for and on behalf of Plessey Microwave)
Limited in the presence of:)

D.C. go Sim
As above

SIGNED by PHILIP GERAINE)
for and on behalf of Siemens Plessey)
Electronic Systems Limited)
in the presence of:)

As above

SIGNED by M LESTER)
for and on behalf of Plessey)
Telecommunications (International))
Limited in the presence of:)

DC go Sim
As above

SIGNED by M LESTER)
for and on behalf of Plessey DigiTel)
Limited in the presence of:)

DC go Sim
As above

SIGNED by M LESTER)
for and on behalf of Plessey Naval)
Systems Limited in the presence of:)

DC go Sim
As above

SIGNED by M LESTER)
for and on behalf of Plessey Research)
Roke Manor Limited)
in the presence of:)

D.C. go Sim
As above

SIGNED by M. LESTER)
for and on behalf of Plessey)
Semiconductors Limited in the)
presence of:)

D C gp Simon
As above

SIGNED by M. LESTER)
for and on behalf of Communication)
Systems International Limited)
in the presence of:)

D.C. gp Simon
As above

SIGNED by K B HUNTBATCH)
for and on behalf of The Plessey)
Company Limited in the presence of:)

SIGNED by)
for and on behalf of Plessey-UK)
Limited in the presence of:)

SIGNED by)
for and on behalf of Plessey Properties)
Limited in the presence of:)

SIGNED by)
for and on behalf of Plessey Overseas)
Limited in the presence of:)

SIGNED by M. Essen)
for and on behalf of)
The General Electric Company, p.l.c.)
in the presence of:)

.....

As above

SIGNED by Dr. Philip V. Gerdine)
as attorney for)
Siemens Aktiengesellschaft)

.....

WJJ/61/M143838
CFD.803

Company Number: 705031

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

AN ORDINARY RESOLUTION

AND SPECIAL RESOLUTIONS

OF

PLESSEY SEMICONDUCTORS LIMITED

3RD AUGUST 1992

At an Extraordinary General Meeting of the Company duly convened and held on 3rd August 1992 the following resolutions were passed:

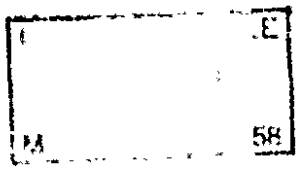
ORDINARY RESOLUTION

1. THAT the authorised share capital of the Company be increased from £1,000,000 to £25,000,000 by the creation of 24,000,000 ordinary shares of £1 each, ranking pari passu with the existing ordinary shares in issue.

SPECIAL RESOLUTIONS

2. THAT the directors be and they are hereby authorised, for the purposes of section 80 of the Companies Act 1985, to allot all the authorised but unissued shares in the capital of the Company, such authority to expire on 31st December, 1994.

3. THAT in relation to the allotment of the unissued shares in the capital of the Company the directors be and they are hereby empowered pursuant to section 95 of the Companies Act 1985, to dis-apply the pre-emption requirements of section 89 (1) of that Act.



CHAIRMAN

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not write in this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number 705031

Name of company

* PLESSEY SEMICONDUCTORS LIMITED

* insert full name of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 3rd August 1992 the nominal capital of the company has been increased by £ 24,000,000 beyond the registered capital of £ 1,000,000.

§ the copy must be printed or in some other form approved by the registrar

A copy of the resolution authorising the increase is attached.§

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

The new shares will rank pari passu with the existing ordinary shares of the Company.

Please tick here if continued overleaf

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [signature] Designation‡ Director Date 14/8/92.

Presentor's name address and reference (if any):

For official Use
General Section

Post room

COMPANIES HOUSE
17 AUG 1992
M 7

Company Number: 705031

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

AN ORDINARY RESOLUTION

AND SPECIAL RESOLUTIONS

OF

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COMPANIES HOUSE
17 AUG 1992
M 7

CHAIRMAN