

Company No 965267

HADLEIGH PATTERNS LIMITED

RESOLUTION IN WRITING of all the members of the Company pursuant to Clause 5 of Part II of Table A of the Companies Act 1948 as adopted by the Company in its Articles of Association.

WRITTEN RESOLUTION

Special Resolution

That the Articles of Association attached to this Written Resolution and Initialed by all Shareholders for the purposes of identification be adopted as the new Articles of Association of the Company in substitution for its existing Articles of Association.

Dated *14th* October 1988

C.R. Sullings
.....
C.R. Sullings

F.D. Creed
.....
F D. Creed

R. Seaden
.....
R. Seaden

M.T. O'Connor
.....
M. T. O'Connor

N.E. Waines
.....
N. E. Waines



COMPANY NUMBER: 965267

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

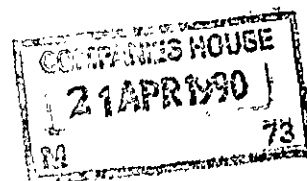
AND

NEW ARTICLES OF ASSOCIATION

OF

HADLEIGH PATTERNS LIMITED

Incorporated the 3rd day of October 1969



Westhorp Ward and Catchpole
32 Museum Street
Ipswich IP1 1JB

(Our ref: NPH058)



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

HADLEIGH PATTERNS LIMITED

1. The name of the Company is "HADLEIGH PATTERNS LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (A) 1. To carry on the business of pattern and model makers, wood and stone carvers, designers, engravers, draughtsmen, cardboard manufacturers, joiners and woodworkers, experimental and inventors' engineers, mechanical and electrical engineers, steel, iron and brass founders, metal and alloy makers, refiners and workers, and manufacturing and analytical chemists and druggists.
 2. To purchase or otherwise acquire any patent or invention or secret process or any interest in the same, to apply for and obtain or assist in obtaining patents and protections at home or abroad, and to perfect, develop, make, exploit, sell, or license the same or otherwise turn the same to account.
 3. To act as agents in the purchase, sale or disposal of any patent or invention or secret process or any interest therein, and to undertake any agency or commission of any kind and to execute and carry out the same.
- (B) To carry on any other trade or business whatsoever which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid or in lieu thereof or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
- (C) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire, and/or deal with any freehold, leasehold or other property, chattels and effects, whether real or personal or immovable or movable, or any interest therein.
- (D) To erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purpose of the Company's business, whether or not on the Company's property, or to join with any person, firm or company in doing any of the things aforesaid.
- (E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company and to pay cash or to issue any shares,

stocks, debentures or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire any copyrights, patents, licences, concessions, secret processes or inventions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.

(G) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other Company.

(H) To invest and deal with the moneys of the Company in or upon such securities and subject to such conditions as may seem expedient, or otherwise to invest or deal with money in any manner which the Company shall think fit.

(I) To lend money to such persons, upon such terms and/or security and subject to such conditions as may seem desirable.

(J) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint venture arrangement with any person, persons, firm, or Company, carrying on a business having objects similar or complementary to those of the Company or any of them.

(K) To borrow or raise money in such manner as the Company shall think fit, and in particular, by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any Debentures at any time paid off.

(L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable documents.

(M) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in or obligations of any company or corporation.

(N) To remunerate any person, firm or company for services rendered or to be rendered in issuing, placing or assisting to place 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 and to pay all or any of the expenses of such formation, issue, placing or assisting to place such shares, debentures, debenture stock or securities and to admit any person, firm or company to participate in the profits of the Company.

(O) To pay for any property, rights or interests acquired by the Company either in cash (whether by instalments or otherwise) or in fully or partly paid up shares, or in securities of the Company, or partly in one way and partly in another, and to accept payment for any property, rights or interests sold or otherwise disposed of by the Company either in cash as aforesaid or in fully or partly paid up shares or in securities of any other company or partly in one way and partly in another, and whether payment is being made or accepted, on such terms generally as the Company shall think fit.

(P) To pay out of the funds of the Company all or any of the costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(Q) To promote or aid in the promotion of any company or companies 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 advance the interests of the Company.

(R) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company or the dependents or the connections of such persons and to grant pensions or allowances to any such persons, and to assist any charitable or benevolent object.

(S) To distribute any property of the Company in specie among the members in accordance with their rights.

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

(U) To do all such other things as are in the opinion of the Company incidental or conducive to the attainment of the above objects or any of them.

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

4. The liability of the members is limited.

5. The share capital of the Company is £100,000 divided into 100,000 shares of £1 each.*

The Company has power from time to time to increase or reduce its capital and to consolidate or subdivide the shares into shares of larger or smaller denominations. Any new shares from time to time to be created may from time to time be issued with any such right of preference, whether in respect of dividend, voting or other matters and/or conditions as to capital or any other special privilege or advantage over any shares previously issued or then about to be issued, or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions and with any such right or without any right of voting, and generally on such terms as the Company may from time to time determine, but so that any preferential or special rights or privileges, whether qualified or not, attached to issued shares shall not be affected or interfered with except in manner provided in Clause 4 of Part I of Table A in the First Schedule to the Companies Act 1948.

* The Company was incorporated on 3rd November 1969 with an initial share capital of £4,000 divided into 4,000 shares of £1 each.

By an Ordinary Resolution of the Company passed on 1st November 1973 the authorised share capital of the Company was increased from £4,000 to £10,000 by the creation of 6,000 additional ordinary shares of £1 each.

By a Special Resolution passed on 19th November 1975 the authorised share capital of the Company was increased from 10,000 to 100,000 by the creation of 90,000 additional ordinary shares of £1 each.

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

Names, Addresses and Descriptions	Number of Shares taken by each Subscriber
Colin Winston Richer 463 Felixstowe Road Ipswich, Suffolk Patternmaker	One
Richard Seaden 557 Felixstowe Road Ipswich, Suffolk Patternmaker	One

Dated the 16th day of October, 1969

Witness to the above Signatures:-

Kenneth John Robinson
5 Clive Avenue,
Ipswich,
Suffolk

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

HADLEIGH PATTERNS LIMITED

(Adopted 1988)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital of the Company unissued as at date of the adoption of these Articles; and that this authority shall expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

(E) Unless otherwise expressly agreed in writing between the Shareholders, all shares in the original or any increased capital of the Company which for the time

being may be unissued shall (before being issued) be offered to the Shareholders in proportion to the numbers of shares held by them respectively (regardless of class). Such offer shall be made by written notice from the Directors specifying the number and price of shares on offer and shall invite each of the Shareholders to state in writing within a period being not less than 30 days from the date of such notice whether he is willing to take any and, if so, what maximum number of the shares on offer. At the expiration of the time limited by such notice, the Directors shall allot the shares on offer to and amongst the Shareholders who shall have notified the Directors of their willingness to take any shares and pro rata, as nearly as may be without involving fractions, to the numbers of shares held by such Shareholders respectively (regardless of class) at the date of the offer, but so that no Shareholder shall be obliged to take more than the maximum number of shares so notified by him as aforesaid.

(F) If any such shares are not taken up after each member has taken as many such shares as he requires under the foregoing provisions of this Schedule, the Directors may dispose of the same in such manner as to such persons (including any Director) as they may think most beneficial to the Company on terms as to price and subscription no more favourable to the offeree than those on which such shares were offered to the Shareholders.

(G) If, owing to an inequality in the number of new shares to be issued and the number of shares held by members entitled to receive such offer of any new shares, any difficulty arises in the apportionment of any such new shares amongst the Shareholders, such difficulty shall be determined by the Directors.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid 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 (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders 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 Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

GENERAL MEETINGS AND RESOLUTIONS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 in Table A shall be modified accordingly.

5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and 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".

7. (A) On a show of hands every member present shall have one vote, and on a poll every member shall have one vote in respect of every Share of which he is the holder. Provided that any resolution put to the vote of a General Meeting for the appointment or removal from office of a Permanent Director shall be decided on a

poll and on such a resolution each Share held by any Permanent Director whose removal from office has been proposed shall have 1,000 votes and every other Share shall have one vote.

(B) Clause 54 in Table A shall be modified accordingly.

(C) No Resolution proposing any changes to these Articles may be put to the vote at a General Meeting without the prior written consent of all the Shareholders.

DIRECTORS

8. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

9. Messrs. F.D. Creed, M.T.O'Connor, R. Seaden, C.R. Sullings and N.E. Warnes shall be Permanent Directors and shall not be subject to retirement by rotation; any person who is subsequently appointed as a Director of the Company may (provided that he is also a Shareholder and provided further that he has been appointed a Director by a written instrument or resolution of all the other Shareholders which so provides) be a Permanent Director. Clauses 73 to 75 (inclusive) of Table A shall not apply to Permanent Directors.

10. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11. A Director may vote as a Director on any resolution concerning any contract or arrangements in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

INDEMNITY

12. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

TRANSFER OF SHARES

13. The right to transfer any shares in the Company shall be subject to the following restrictions, namely:-

(A) Before transferring any shares the person proposing to transfer the same ("the proposing transferor") shall give notice in writing (a "transfer notice") to the Company that he desires to transfer the shares therein mentioned ("the sale shares") and the transfer notice shall constitute the Directors his agent for the sale of such shares (together with all rights then attached thereto) at the prescribed price to any other member or

members of the Company. A transfer notice once given shall not be revocable except with the consent of the Directors.

- (B) Upon the prescribed price being agreed or certified in accordance with paragraph (E) of this Article the sale shares shall be offered by the Directors in the first instance for purchase at the prescribed price to all members (other than the proposing transferor) in proportion to the numbers of shares held by each of them respectively. At the expiration of the time limited by such offer for the acceptance of such shares (being not less than 21 days from the making thereof) the balance of any shares offered but not accepted shall be offered for purchase at the prescribed price to the members who have accepted all the shares offered to them and who shall, if more than one, be entitled to purchase such balance of shares in proportion as nearly as the circumstances will admit to the number of shares then held by each of them respectively.
- (C) (i) If the Directors shall within the prescribed period find a member or members willing to purchase the sale shares or any of them (any such member being called a "purchaser") the Directors shall give notice in writing thereof to the proposing transferor who shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchaser or purchasers thereof. Every such notice shall state the name(s) and address(es) of the purchaser or purchasers and the number of shares agreed to be purchased by him or them and the purchase shall be completed at a place and time to be appointed by the Board being not less than seven days nor more than twenty-eight days after the date of such notice or, where necessary, as soon thereafter as the prescribed price shall have been determined, and the proposing transferor shall thereupon and against payment thereof hand over to the purchaser or purchasers a transfer or transfers in his or their favour in respect of the sale shares, duly executed by him, together with the certificates for such shares, provided that if the transfer notice shall state that the proposing transferor is not willing to transfer less than all the sale shares the foregoing provisions of this sub-clause shall not apply unless the Directors shall have found purchasers in aggregate for all of the sale shares.
- (ii) If in any case a proposing transferor, after having become bound to transfer any share to a purchaser, shall make default in transferring such share, the Directors may authorise some person to execute as attorney for the proposing transferor and on his behalf any necessary transfer and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of such share and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register in purported exercise of the foregoing power the validity of the proceedings shall not be challenged by any person.
- (D) If the Directors shall not within the prescribed period find a purchaser or purchasers willing to purchase all the sale shares, the Directors shall forthwith after the expiry of the prescribed period give notice in writing of such fact to the proposing transferor who, at any time thereafter within one month after the expiry of the prescribed period, shall be at

liberty to transfer those shares for which the Directors shall not have found a purchaser or purchasers to any person on a bona fide sale at any price being not less than the prescribed price, after deducting, where appropriate, any net dividend or other distribution declared or made after the date of the transfer notice and to be retained by the proposing transferor) Provided that:-

- (i) If the transfer notice shall state that the proposing transferor is not willing to transfer less than all of the sale shares he shall not be entitled under this sub-clause to transfer any of such shares unless in aggregate all of such shares will be transferred by him to such third parties; and
 - (ii) The Directors shall be entitled to call for such documentary or other evidence as they may consider necessary to establish that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser.
- (E) The expression the "prescribed price" shall mean (i) such sum per share as may be agreed between the proposing transfer and the Directors before the expiration of four weeks from the date on which the transfer notice is given or (ii) (in default of agreement between them) such sum as the Auditors for the time being of the Company shall determine and certify, in their opinion, to be the fair value of such share between a willing buyer and willing seller contracting on arm's length terms, having regard to the fair value of the business of the Company as a going concern as at the date of the transfer notice but without taking into account (if it be the case) that the sale shares constitute a minority interest.
- The expression "prescribed period" shall mean the period commencing on the date on which the prescribed price has been agreed between the proposing transferor and the Directors or, failing any such agreement, the date on which the Auditors for the time being of the Company shall have certified the prescribed price and ending six weeks thereafter.

NAMES AND ADDRESSES OF SUBSCRIBERS

Colln Winston Richer
463 Felixstowe Road
Ipswich, Suffolk

Patternmaker

Richard Seaden
557 Felixstowe Road
Ipswich, Suffolk

Patternmaker

Dated the 16th day of October, 1969

Witness to the above Signatures:-

Kenneth John Robinson
5 Clive Avenue,
Ipswich,
Suffolk