

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NOTICE

- of -

SPECIAL RESOLUTION

- of -

ARCOM CONTROL SYSTEMS LIMITED

Passed 22nd November 1989

At an Extraordinary General Meeting of the above named Company duly convened and held on the above date the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

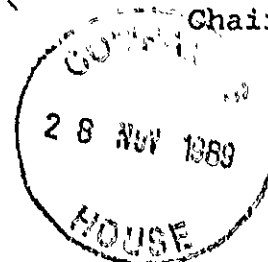
That this Meeting hereby ratifies and approves an Agreement dated 22 November 1989 and made between (1) ARCOM CONTROL SYSTEMS LIMITED (2) FAIREY GROUP PLC (3) ANTHONY JOHN BURNETT WINTER (4) ADRIAN TIMOTHY NICOL (5) PAUL FREDERICK SCOTT (6) JOHN JULIAN SEBASTIAN BAIN (7) PAUL CUTHBERT (8) DEREK JOHN KINGSBURY (9) MILLSREEVE JERSEY TRUSTEES LIMITED and (10) REEVEMILLS JERSEY TRUSTEES LIMITED ("the Agreement") a copy of which has been produced to this Meeting and for the purpose of identification signed by the Chairman thereof and authorises the Directors of the Company to give effect thereto and that in accordance with the terms of the Agreement:-

- (a) the regulations contained in the document marked "New Articles of Association of Arcom Control Systems Limited" and for the purpose of identification signed by the Chairman hereof be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association and all regulations incorporated therein;
- (b) Each of the Redeemable Preference Shares of £1 each be converted into one Ordinary Share of £1 each to rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company

22nd November 1989

..... *Winter* Chairman

BSL139VOD



No. 1608562

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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
OF
ARCOM CONTROL SYSTEMS LIMITED
(Adopted by Special Resolution passed on 22 November, 1989)

Mills & Reeve (GS)

Cambridge

BSP884VOD

No. 1608562

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ARCOM CONTROL SYSTEMS LIMITED

(Adopted by Special Resolution passed on 22 November, 1989)

GENERAL

1. Interpretation

The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association. References herein to regulations are to regulations in the said Table A unless otherwise stated.

SHARE CAPITAL

2. Share Capital

The share capital of the Company at the date of the adoption of these Articles is £65,000 divided into 65,000 Ordinary Shares of £1 each

3. Issue of New Shares

(A) Unless otherwise determined by special resolution of the Company in general meeting and subject as provided in paragraphs (C), (D) and (E), any unissued shares in the capital of the Company for the time being shall before they are issued be offered to all the holders of shares in the Company in proportion to the amounts (excluding any premium paid on subscription) paid up on the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number and class of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such period the Directors

shall offer the shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the Directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any such shares in accordance with the terms of the offer. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) of the Act shall not apply to the Company.

(B) Any shares not accepted pursuant to paragraph (A) or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution as therein specified shall, subject to the provisions of Section 80 of the Act, for a period of five years from the date of adoption of these Articles be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members.

(C) The discretion of the Directors contained in paragraph (B) as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company for the time being and any directions contained in any resolution creating such shares.

(D) If the Company implements an executive share option scheme or other share option scheme for its employees any shares the subject of such scheme or schemes shall not be subject to the provisions of Clause 3(A) above.

4. Lien

The lien conferred by regulation 8 shall attach also to fully paid shares 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 indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all moneys presently payable by him or his estate to the Company. Regulation 8 shall be modified accordingly.

5. Calls

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 of the words "and all expenses that may have been incurred by the Company by reason of non-payment of the call".

TRANSFER OF SHARES

6. Permitted Transfers of Shares

(A) Interpretation

For the purposes of Articles 6 to 10 the following expressions shall have the following meanings:-

"the Accountants" means the auditors of the Company for the time being or such other person firm or company as the Directors shall instruct;

"company" includes any body corporate;

"Deemed Transfer Notice" means a Transfer Notice which is deemed to be given pursuant to Article 6(C), 6(D), 7(F), 8, 9 or 10(B);

"Family Trusts", in relation to any particular individual member or deceased or former individual member, means trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or whatsoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or jointly with Privileged Relations of that individual. For the purposes aforesaid a person shall be deemed to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred, paid or applied or appointed to or for the benefit of such person or if any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"a Member of the same Group", in relation to any company, means a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

"Permitted Transfer" means a transfer permitted by this Article 6;

"Prescribed Period" means the period determined in accordance with Article 7(C);

"Prescribed Price" means the price determined in accordance with Article 7(B) at which shares are to be offered for sale pursuant to Article 7(D);

"Privileged Relation", in relation to any particular individual member or deceased or former individual member, means the husband or wife in the case of Adrian Timothy Nicol his common law wife Christine Susan Barnes or the widower or widow of that individual member and all the lineal descendants and ascendants in direct line of that individual and for the purposes aforesaid any adopted child or illegitimate child or step child of any person shall be deemed to be a lineal descendant of that person and of the lineal ascendants of that person;

"Proposing Transferor" means a person proposing to transfer or dispose of any shares or interest in shares in the Company;

"Purchasers" means members of the Company or third parties (including, subject to the final paragraph of Article 7(D), the Company) willing to purchase shares or an interest in shares following an offer made pursuant to Article 7(D);

"the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company or trustees of Family Trusts) the shares originally transferred to such Transferee Company or such trustees and any additional shares issued to such Transferee Company or such trustees by way of capitalisation or acquired by such Transferee Company or such trustees in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred and any shares into which such shares are converted consolidated or sub-divided;

"shares" means Ordinary Shares in the capital of the Company or other shares of any class in the capital of the Company which may be in issue from time to time;

"the Transfer Date" means in relation to a transfer of shares pursuant to Article 7, the date on which a Transfer Notice in respect of such shares is given to the Company. In the case of a deemed Transfer Notice, such date shall be deemed to be the date on which the Directors become aware of the facts giving rise to the deemed Transfer Notice;

"Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

"Transfer Notice" means a notice given by a member to the Company that he wishes to transfer shares in the Company held by him (or an interest in such shares);

"Transferor Company" means a company which has transferred or proposes to transfer shares or any interest in shares to a Member of the same Group.

(B) Permitted Transfers - General Provisions

Subject to the provisions of regulation 24, any shares may at any time be transferred:-

- (i) by any member being a company to a Member of the same Group as the Transferor Company; or
- (ii) by any individual member (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trusts) to a Privileged Relation of such member to be held jointly with such individual member; or
- (iii) by any such individual member to trustees to be held upon Family Trusts related to such individual member; or
- (iv) by any member to any person with the consent in writing of all the members

A transfer of a share shall only be a Permitted Transfer if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges, equities, claims and other encumbrances.

(C) Family Trusts

Where shares have been transferred under paragraph (B) (iii) or (B) (iv) above or under sub-paragraph (i) or (ii) below to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of regulation 24) transfer all or any of the Relevant Shares as follows:-

- (i) on any change of trustees, the Relevant Shares may be transferred to the trustees for the time being of the Family Trust concerned;
- (ii) pursuant to the terms of such Family Trusts or in consequence of the exercise of any power or discretion vested in the trustees thereof or any other person, all or any of the Relevant Shares may at any time be transferred to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member;
- (iii) on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence

of the exercise of any such power or discretion as aforesaid, all or any of the Relevant Shares may at any time be transferred to the relevant member or deceased or former member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred.

If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except in circumstances in which a transfer of such shares is authorised to be and is to be made to the person or persons entitled thereto, it shall be the duty of the person(s) holding such shares to notify the Directors in writing that such event has occurred and such person(s) shall be bound, within one month of such event to transfer all such shares to the relevant member or any Privileged Relation or Family Trust of his, failing which he or they shall be deemed to have given a Transfer Notice in respect of such shares.

(D) Transfers within a Group

If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under paragraph (B) above) the Relevant Shares were acquired, it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are within one month of it so ceasing transferred to the Transferor Company or a Member of the same Group as the Transferor Company, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be deemed, if and when required in writing by the Directors so to do, to have given a Transfer Notice in respect of the Relevant Shares.

7. Transfers of shares other than Permitted Transfers

Except in the case of a Permitted Transfer, the right to transfer shares or to dispose of any shares or any interest in shares (including, without limitation, by an assignment of the beneficial interest in such shares, the creation of any charge or other security interest over such shares or the renunciation or assignment of any right to receive or subscribe for such shares) together with all rights attaching thereto shall be subject to the following restrictions and provisions, namely:-

(A) Obligation to deliver Transfer Notice

Before transferring or disposing of any shares or any interest in any shares (which expression shall be construed in accordance with the foregoing provisions of this Article) the Proposing Transferor shall give a Transfer Notice to the Company in respect of such shares.

The Transfer Notice shall specify:

- (i) the number and class of shares which the Proposing Transferor wishes to transfer and how many other shares the Proposing Transferor holds;
- (ii) whether or not the Proposing Transferor has received an offer from a third party for the shares comprised in the Transfer Notice and, if so, the identity of such third party and the price offered for such shares;
- (iii) the price at which the Proposing Transferor wishes to sell the shares comprised in the Transfer Notice and the identity of any person who has indicated a willingness to purchase such shares at such price;
- (iv) whether or not the Proposing Transferor wishes to sell any or all of the shares the subject of the Transfer Notice.

The Transfer Notice shall constitute the Company his agent for the sale of the Shares therein mentioned (together with all rights then attached thereto) at the Prescribed Price during the Prescribed Period (calculated in accordance with sub-paragraph (C) below) and shall not be revocable except with the consent of the Directors. Where a Transfer Notice is given in respect of more than one class of share it shall be deemed for the purposes of this Article to comprise a number of separate Transfer Notices, one in respect of each such class.

(B) Determination of Prescribed Price

The Prescribed Price shall be the price specified in the Transfer Notice. If no price is so specified, the Proposing Transferor and the Directors shall use their reasonable endeavours to agree a price.

If no price is so specified or agreed within one month of the Transfer Notice, the Directors shall request the Accountants to determine and certify the sum per share considered by them to be the fair open market value thereof on an arm's length sale between a willing buyer and a willing seller as at the Transfer Date. The sum per share so determined and certified shall be the Prescribed Price.

The Prescribed Price shall be certified on the following bases and assumptions:

- (i) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (ii) on the assumption that the shares comprised in the Transfer Notice are capable of being transferred without restriction;

iii) valuing the shares comprised in the Transfer Notice as a rateable proportion of the total value of the issued shares of the Company which value shall not be discounted or enhanced by reference to the class of such shares or the number thereof;

If any difficulty shall arise in applying any of the foregoing assumptions or bases, such difficulty shall be resolved by the Accountants in such manner as they shall think fit. The Company will use its reasonable endeavours to procure that the Accountants determine the Prescribed Price within 21 days of being asked to do so.

The Accountants shall act hereunder at the cost and expense of the Company if and insofar as permitted by law and as experts and not as arbitrators and their determination shall be final and binding on all persons concerned. To the extent not so permitted the Accountants shall act at the costs of expense of all the Shareholders (including the Proposing Transferor) in the proportion to their shareholdings in the Company as at the date of the instruction to the Accountants.

(C) Determination of Prescribed Period

If the Prescribed Price was agreed as aforesaid prior to the Transfer Date, the Prescribed Period shall commence on the Transfer Date and expire fifty-six days thereafter. If the Prescribed Price was not so agreed, the Prescribed Period shall commence on the Transfer Date and expire fifty-six days after the date on which the Accountants shall have notified the Directors of their determination of the Prescribed Price, pending which the Directors shall defer the making of the offer mentioned in sub-paragraph (D) below.

(D) Offer of Shares comprised in a Transfer Notice

All shares included in any Transfer Notice shall by notice in writing (an "Offer Notice") be offered by the Company to all members holding shares (other than the Proposing Transferor or any member who has or is deemed to have given a Transfer Notice which is then current or who by virtue of these Articles is bound to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price. Offer Notices shall contain all the information contained in the Transfer Notice and shall be despatched to all such members within seven days after agreement or determination of the Prescribed Price. Such offer shall be on terms that:-

(i) priority in such sale shall be given to holders of shares of the same class; and

(ii) in case of competition, the shares so offered shall (in accordance with but subject to the provisions of the next following paragraph) be sold to the Purchasers in

proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares.

The Offer Notice shall state the Prescribed Price and a time (not being less than fourteen days nor more than twenty-eight days) within which the offer must be accepted or, in default of acceptance, lapse. If any of the shares comprised in a Transfer Notice shall not be capable of being allocated as provided in sub-paragraph (ii) above without involving fractions, such shares shall be allocated among the acceptors by the drawing of lots in respect thereof, such lots to be drawn in such manner as the Directors shall determine.

If, following an offer made under this sub-paragraph, Purchasers have not been found for all or any of the shares included in any Transfer Notice from amongst the members of the Company:-

- (i) in the case only of a Deemed Transfer Notice the Directors may offer any shares for sale at the Prescribed Price to such third parties as they think fit on terms that such offer must be accepted prior to the expiry of the Prescribed Period; and
- (ii) in the case of a Transfer Notice which is not a Deemed Transfer Notice, paragraph (G) of this Article shall apply in respect of any shares for which Purchasers have not so been found.

(E) Completion of Sale

If the Company shall within the Prescribed Period find Purchasers to purchase the shares concerned or any of them and give notice in writing thereof to the Proposing Transferor, he shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective Purchasers. Every such notice shall state the name and address of each Purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of such notice. If the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found Purchasers for the whole of such shares.

(F) Default by Proposing Transferor in Completion

If a Proposing Transferor shall fail or refuse to transfer any shares to a Purchaser hereunder, the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money on behalf of the Proposing Transferor and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company 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 Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not be obliged to earn or pay interest on any money received by it on behalf of a Proposing Transferor.

(G) Sale to Third Parties if Offer by Company is not accepted

If either the Company shall not within the Prescribed Period find Purchasers willing to purchase all or any of the shares concerned or the Company is unwilling or unable to purchase such shares or the Company shall within the Prescribed Period find that it has no prospect of finding Purchasers of such shares, or any of them, it shall give notice in writing thereof to the Proposing Transferor.

At any time up to the expiration of thirty days after the service of such notice (subject only to the provisions of regulation 24):

(i) where the Transfer Notice states that the Proposing Transferor is not willing to transfer part only of the shares concerned, the Proposing Transferor may transfer all but not some of such shares to any person; or

(ii) where the Transfer Notice does not contain a statement as aforesaid, the Proposing Transferor may transfer any shares for which the Company has not found Purchasers in accordance with this Article to any person.

Any such transfer must be pursuant to a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared, paid or made after the date of the Transfer Notice and to be retained by the Proposing Transferor). The Directors may require to be satisfied 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 and, if not so satisfied (acting reasonably), may refuse to register the instrument of transfer.

(H) Shares to be transferred free from encumbrances

An obligation to transfer a share following the service (or deemed service) of a Transfer Notice (or Deemed Transfer Notice) is an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge, equity, claim or other encumbrance.

8. Deemed Transfer Notice

No share and no interest in any share shall be held by any member as a bare nominee for, or sold or disposed of to, any person unless a transfer of such share to such person would rank

as a Permitted Transfer or is a transfer carried out in accordance with the provisions of Article 7. If the foregoing provision shall be infringed or if any member or other person entitled to transfer a share at any time attempts to deal with or dispose of a share or any interest therein otherwise than in accordance with the provisions of these Articles, he shall be deemed immediately prior to such attempt to have served a Transfer Notice in respect of such share.

A Deemed Transfer Notice (whether it arises pursuant to this or any other Article) shall be deemed not to contain any statement to the effect that the Proposing Transferor is not willing to transfer some only of the shares comprised in such Transfer Notice.

9. Transfers of Shares following Death, Insolvency or Cessation of Employment

(A) In this Article a "Relevant Event" means:

(i) in relation to a member being an individual:

(a) such member becoming bankrupt; or

(b) such member dying; or

(c) the happening of any such event as is referred to in regulation 81 except in the cases of Dr Anthony John Burnett Winter and Derek John Kingsbury then if either and/or both resign as directors pursuant to regulation 81 (d) then that shall not be regarded as a Relevant Event for the purposes of these Articles;

(ii) a member making any arrangement or composition with his creditors generally;

(iii) in relation to a member being a body corporate:

(a) a receiver, manager, administrative receiver or administrator being appointed of such member or over all or a substantial part of its undertaking or assets; or

(b) such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

(iv) in the case of an individual except Dr Anthony John Burnett Winter and/or Derek John Kingsbury (being either a member or a former member who has transferred his shares pursuant to Article 6) connected with the Company for the time being, his ceasing to be so connected (otherwise than by reason of death or unfair or wrongful dismissal); and for these purposes an individual shall be deemed to be connected

with the Company if he is a director or an employee of the Company or of any subsidiary of the Company.

(B) Upon the happening of any Relevant Event the member in question (which expression for the purposes of this paragraph shall be deemed to include a member who has acquired shares from a former member as aforesaid (whether directly or by a series of transfers pursuant to Article 6)) shall be deemed to have immediately given a Transfer Notice (save in the case of the member in question dying or ceasing to be a director and/or employee through physical or mental incapacity when the Transfer Notice shall be deemed to be given six months after the event in question) in respect of all the shares as shall then be registered in the name of such member or in which he has an interest.

(C) If the Relevant Event shall be the death or bankruptcy of a member and if any of the shares ("the Unsold Shares") which are offered for sale pursuant to the Transfer Notice deemed to be given under sub-paragraph (B) shall not be sold to the members (or any of them) or third parties as provided in Article 7(D) then, after the expiration of the period during which the Unsold Shares might have been purchased by such persons pursuant thereto, the person who has become entitled to the Unsold Shares in consequence of the death or bankruptcy of the member shall be entitled either:

(i) to sell the Unsold Shares to any person in the same manner and subject to the same conditions (*mutatis mutandis*) as a Proposing Transferor could under Article 7(G); or

(ii) to elect at any time to be registered himself as the holder of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a Transfer Notice in respect of the Unsold Shares).

(D) The election by the personal representatives of a member to become the registered holders of any share pursuant to regulation 30 shall be permitted by the Directors and shall not give rise to any obligation to serve a Transfer Notice in respect of such share. Regulation 30 shall be modified accordingly.

10. Information concerning Transfers of Shares

(A) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a

reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned.

(B) In any case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of fourteen days, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the provisions of Article 7 shall take effect accordingly.

11. Waiver

Any of the provisions of Articles 6 to 10 inclusive may be waived in whole or in part in any particular case with the consent in writing of all of the members.

GENERAL MEETINGS

12. Quorum

(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. Two members present in person or by corporate representative or by proxy representing not less than 45 per cent. of the votes which may be cast at the relevant meeting shall be a quorum. Regulation 40 shall not apply.

(B) If within half an hour from the time appointed for a general meeting a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place (or to such other day and at such other time and place as all the members may agree in writing).

(C) If at any adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned meeting (or such longer interval as the chairman of the meeting may think fit to allow) any two members present in person or by corporate representative shall be a quorum. Regulation 41 shall not apply.

13. Polls

(A) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

(B) The instrument appointing a proxy to vote at a meeting shall

be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

14. Approval of Resolutions by Corporations

In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be extended accordingly.

15. Proxies

An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. An instrument appointing a proxy may in the case of a corporation be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 62 shall not apply.

16. Chairman's Casting Vote

The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

17. Voting Rights

Subject to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles or in any agreement between the shareholders, 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 shall have one vote and on a poll every member present in person or by proxy or by corporate representative shall have one vote for every share of which he is the holder.

18. Corporations Acting by Representatives at Meetings

Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors of other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at

any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS

19. Appointment and retirement of directors

(A) For so long as Fairey Group plc shall hold not less than ten per cent in nominal value of the Ordinary Share capital of the Company it shall have the right at any time and from time to time to appoint any person as a Director of the Company (the "Nominated Director"). The appointment of the Nominated Director shall be subject to prior consultation between Fairey Group plc and the directors for the time being of the Company. Fairey Group plc shall have all due regard to the views and opinions expressed by such directors and provided that the Nominated Director may be removed on reasonable grounds by the passing of an ordinary resolution of the Company in general meeting. Fairey Group plc shall then have the right to appoint a new Nominated Director who if removed may be reappointed at any time in the period of one year from the date of such resolution. Nothing in this Article shall prevent the appointment of the original person removed as Nominated Director at the expiry of the period of one year from the date of such resolution as Nominated Director. Any such appointment shall be effected by notice in writing to the Company.

(B) A notice of appointment or removal of a Nominated Director shall take effect upon lodgement at the office or on delivery to a meeting of the Directors or on delivery to the Secretary.

(C) Every Nominated Director shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

(D) During periods when there are, for whatever reason, no Nominated Director(s), any matter which under these Articles requires the approval, agreement or consent of the Nominated Director(s) shall not require such approval, agreement or consent.

20. Retirement by Rotation

The Directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded. The second and third sentences of Regulation 79 shall not apply.

REMUNERATION OF DIRECTORS

21. Special Remuneration

Any Director who serves on any committee 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.

PROCEEDINGS OF DIRECTORS

22. Quorum

(A) The quorum for the transaction of the business of the Directors shall be two.

(B) If any duly convened meeting of the Directors or of any committee of the Directors the meeting is not so quorate or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or such other time and place as the Directors may decide) and at such adjourned meeting the quorum shall be any one Director.

23. Chairman's Casting Vote

The Chairman of any meeting of the Directors or of any committee of the Directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.

24. Notice of Director's Meetings etc

(A) Unless otherwise agreed in writing by the Director at least 4 clear days' notice in writing shall be given to each director and to Fairey Group plc of every meeting of the directors, except any absent from the United Kingdom.

(B) Each such notice shall insofar as practicable:-

- (a) be in writing;
- (b) be sent to the address notified from time to time by each Director to the Secretary (or, if there is none at that time, the chairman) at his address for service of such notices (or, if no address has been so supplied, to his last known address);
- (c) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; and
- (d) be accompanied by any relevant papers for discussion at such meeting.

25. Minutes of Meetings

Appropriate minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the meeting shall have been held.

26. Meetings by Telephone

Directors may participate in meetings of the Directors and meetings of the Directors may be held by telephone conference call or other similar means of communication whereby all persons participating in the meeting can hear each other and for the purposes of these Articles participation as aforesaid shall constitute presence in person at such meeting.

DIRECTORS' INTERESTS

27. Director's Interests

Subject to Section 317 of the Act, a Director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and (if present) he may be counted towards a quorum at any meeting of the Directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit any profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

ALTERNATE DIRECTORS

28. Alternate Directors

(A) Any Director may appoint any other Director or any other person willing to act to be an alternate Director and may remove from office an alternate Director so appointed by him. An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. An alternate Director shall not (save as aforesaid) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles. Regulations 65 to 69 shall not apply.

(B) An alternate Director shall be entitled to contract and be interested in and benefit from contracts, arrangements or transactions and to be repaid expenses and to be indemnified to the same extent, mutatis mutandis, as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

BORROWING POWERS

29. Subject to the provisions of the Act, 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 and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

INDEMNITY

30. Indemnity

Subject to the provisions of and so far as may be permitted by law, 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 discharge of his duties or in relation thereto including 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. Regulation 118 shall not apply.

31. Overriding provisions

Notwithstanding the provisions of these Articles the Directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Agreement relating (in whole or in part) to the management and affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles

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Client ref: GS/SJH/BS0182

Reference

Plaintiff

Mr Stanfield

Date

23rd November 1989

The Registrar of Companies,
Companies House,

DX 33050 CARDIFF



SOLICITORS

Dear Sirs,

ARCOM CONTROL SYSTEMS LIMITED
COMPANY NUMBER 1608562

On behalf of the above company, we enclose for filing:-

1. A print of a special resolution of the Company dated 22nd November 1989.
2. A print of the new articles of association of the Company.

We enclose a copy of this letter, together with a DX addressed envelope, in order for you to acknowledge safe receipt.

Yours faithfully,

Mills & Reeve

Enc.

Mills & Reeve

PARTNERS

M M Orr
C E Jackson
J W Knight
N H Moore
A F Jordan
J I R Cerver *
A T Pearce Higgins
B Wilson
J E Bathin
I W F Herring
A M Darroch
W D W Barr
D A Couper
J R Barclay
I Alexander Sinclair
E J Callaghan
S R Christy
M R Arreus Smith Brown
M D T Bailey
D M Ogilby
R J Sutcliffe
R D Hutton
Sawyer Jack
C I Tweedie
G J Hodgson
R M Milnes
N J Finch
P W Funnivall
P A J Hallinan
G G Menzies
R E J Wilson
Michelle G Cookson
Margaret L Abrams
I M G Talbot
J M Sawyer
R Marshall
R J Bamber
J J Mayes
J D Lapin
Preston A H Elliott
C H S. J.
Baxter's Smith
A Stanfield

* Managing Partner

A Member of
The W & A Group
Incorporated in England
and Wales

Office: 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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