



COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

[] [] [] []

2165899.

Name of company

* insert full
name of Company

* SIMCO NO. 193 LIMITED

I, JOHN PICKARD BURNLEY

of 41 Park Square

Leeds LS1 2NS

† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
~~[person named as director or secretary of the company in the statement delivered to the registrar under section 10(2)]~~ and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 Leeds in west Yorkshire

Declarant to sign below

the third day of August

One thousand nine hundred and eighty seven

before me

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

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

Presented by:-
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON EC4Y 0HP

For official Use

New Companies Section

Post room



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COMPANIES FORM No. 10

10**Statement of first directors
and secretary and intended
situation of registered office**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

For official use

Name of company

* SIMCO NO. 193 Limited

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

41 Park Square	
Leeds	
West Yorkshire	
Postcode	LS1 2NS

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

X

Presented by:- THE LONDON LAW AGENCY LTD. TEMPLE CHAMBERS TEMPLE AVENUE, LONDON EC4Y 0HP		Postcode
--	--	----------

Number of continuation sheets attached (see note 1)

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

Presented by:- THE LONDON LAW AGENCY LTD. TEMPLE CHAMBERS TEMPLE AVENUE, LONDON EC4Y 0HP
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For official Use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) MARTIN SHAW			Business occupation	
			Solicitor	
Previous name(s) (note 3) None			Nationality	
Address (note 4) Sycamore Lodge			British	
15 Harrowby Road West Park			Date of birth (where applicable)	
Leeds	Postcode	LS16 5HN	(note 6)	
Other directorships † Park Square (Leeds) Nominees Limited				
Richmond House & Far Headingley School Association Limited				
Leeds Business Venture				
Ace Belmont International plc and subsidiaries				
Gateways Educational Trust Limited				
I consent to act as director of the company named on page 1				
Signature <i>M. Shaw</i>			Date 31st July 1987	

† enter particulars of other directorships held or previously held (see note 2) if this space is insufficient use continuation sheet

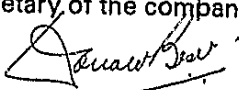
Name (note 3) ANDREW WILLIAM WALKER			Business occupation	
			Solicitor	
Previous name(s) (note 3) None			Nationality	
Address (note 4) The Fields Linton Road			British	
Collingham			Date of birth (where applicable)	
Wetherby	Postcode	LS22 5BS	(note 6)	
Other directorships † Park Square (Leeds) Nominees Limited				
I consent to act as director of the company named on page 1				
Signature <i>A. Walker</i>			Date 31st July 1987	

Name (note 3)			Business occupation	
Previous name(s) (note 3)			Nationality	
Address (note 4)			Date of birth (where applicable)	
	Postcode		(note 6)	
Other directorships †				
I consent to act as director of the company named on page 1				
Signature			Date	

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

Name (notes 3 & 7)		DONALD BEST	
Previous name(s) (note 3)			
None			
Address (notes 4 & 7)		5 Gladstone Road	
		Rawdon	
		Leeds	
		Postcode	LS19 6HZ
I consent to act as secretary of the company named on page 1			
Signature			
		Date 31st July 1987	

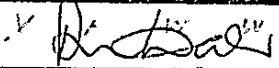
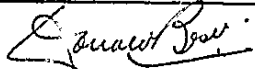
Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

te if the form is
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scribers

Signature of agent on behalf of subscribers	Date
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scribers.

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sign either
nally or by a
n or persons
rised to sign
em.

Signed 	Date 31st July 1987
Signed 	Date 31st July 1987
Signed	Date
Signed	Date
Signed	Date
Signed	Date



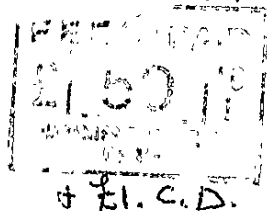
COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

SIMCO NO. 193 LIMITED



1. THE Company's name is "SIMCO NO. 193 LIMITED".
2. THE Company's registered office is to be situated in England.
3. THE Company's objects are:-
 - (1) To act as general merchants and traders, manufacturers agents and representatives, advertising and financial agents, administrators, hire purchase and general financiers, capitalists, brokers, agents, commission agents, importers, exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors, and shippers, marketing and business consultants, general dealers, discount traders, printers, publishers, and stationers.
 - (2) To carry on all or any of the trades or businesses of engineers, founders, smiths, metal workers, machinists, electrical and mechanical engineers, builders, contractors, wholesale warehousemen, removers, storers, packers and carriers of personal property; and to buy, sell, manufacture, repair, alter and otherwise deal in apparatus, plant, machinery, fittings, tools, materials, products and things capable of being used for the purposes of the foregoing businesses or any of them, or likely to be required by customers of the Company.
 - (3) To carry on any other business which may seem to the Company capable of being conveniently carried on in the best interest thereof, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
 - (4) To rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever; and any rights, licences, privileges, or easements over or in respect of any such property; and to develop and



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LEED/SIM/1341/45



turn to account and deal with the same in such manner as may be thought expedient.

- (5) To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- (6) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
- (7) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (8) To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- (9) To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.
- (10) To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- (11) To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- (12) To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the

Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business; to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital; and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

- (13) To lend and advance money or give credit to any person, firm or company and to guarantee the payment of moneys secured by or payable under or in respect of or the performance of shares; debentures, debenture stock, bonds, mortgages; charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority; supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- (14) To amalgamate or enter into partnership or any joint purse or profit sharing arrangement; or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the Company; and to assist any such person, firm or company
- (15) To draw; make, accept, endorse, discount, execute; and issue promissory notes, bills of exchange; bills of lading; warrants, debentures; and other negotiable transferable or mercantile instruments; or to purchase or guarantee the same.
- (16) To apply for; promote; and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution; or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests; and 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 attainment of the Company's objects or any of them.

- (17) To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company having objects similar to those of the Company, or carrying on any business capable of being conducted so as to benefit the Company directly or indirectly.
- (18) To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (19) 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 or securities of the Company credited as paid up in full or in part, or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any); the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.
- (20) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- (21) To procure the registration of the Company in or under the laws of any place outside England.
- (22) To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members.
- (23) To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives

of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.

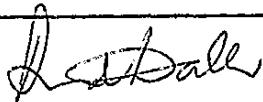
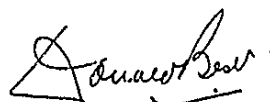
- (24) To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares; debentures; debenture stock, or securities of any other company.
- (25) To distribute among the members of the Company in specie any property of the Company.
- (26) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise; and by or through trustees, agents or otherwise; and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. THE liability of the members is limited.

5. THE share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 41 PARK SQUARE LEEDS LS1 2NS Solicitor	One
 with SIMPSON CURTIS 41 Park Square LEEDS LS1 2NS Legal Executive	One

Dated — 3rd: August, 1987.

Witness to the above signatures:-


with SIMPSON CURTIS
41 Park Square
LEEDS LS1 2NS
Legal Executive

No

COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SIMCO NO. 193 LIMITED

PRELIMINARY

1. (A) The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.
- (B) Regulations 8, 24, and 73 to 80 inclusive, of Table A shall not apply to the Company.
2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARES

3. The share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.
4. (A) The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act).
- (B) The general authority conferred by this Article shall:-
 - (i) extend to all relevant securities of the Company from time to time unissued during the currency of such authority (including any relevant securities hereafter created);
 - (ii) expire on the fifth anniversary of the incorporation of the Company unless varied or

revoked or renewed by the Company in General Meeting; and

- (iii) entitle the Directors 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 thereof.

5. Subject to and without prejudice to the generality of the provisions of Article 4 any shares unissued at the date of the adoption of this Article and any shares hereafter created shall be under the control of the Directors who may allot, grant options over or otherwise deal with or dispose of the same to such persons (including the Directors themselves) on such terms and in such manner as they think fit, provided that no shares shall be issued at a discount.

6. In accordance with Section 91(1) of the Act; Sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.

7. 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 member whether solely or 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 all dividends payable thereon.

CALLS ON SHARES

8. The following sentence shall be added to the end of regulation 15 of Table A: "such persons shall also pay to the Company all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

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

TRANSMISSION OF SHARES

10. A person becoming entitled to a share by reason of the death or bankruptcy of a member shall not, before being

registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and regulations 31 and 38 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

11. There shall be added to the last sentence of regulation 41 of Table A the words "and if at the adjourned Meeting a quorum is not present within fifteen minutes after the time appointed for the Meeting; one person entitled to be counted in a quorum present at the Meeting shall be a quorum."

12. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

VOTES OF MEMBERS

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

DIRECTORS

14. (A) The Directors shall not be liable to retire by rotation.

(B) A Director shall not be required to hold any share qualification.

15. (A) The Company may by Ordinary Resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(B) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director; provided that the maximum number of Directors (if there be any maximum) is not exceeded.

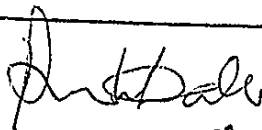
POWERS AND DUTIES OF DIRECTORS

16. Subject to the provisions of Section 317 of the Act, a Director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom 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. Regulations 94 and 95 of Table A shall be modified accordingly.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

17. (A) Without prejudice to the powers of the Company under Section 303 of the Act to remove a Director by Ordinary Resolution; 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 either as additional Directors 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 on its behalf by one of its Directors and shall take effect upon lodgment at the registered office of the Company.
- (B) The office of a Director shall not be vacated if he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and he has appointed an alternate Director who has not been similarly absent during such period and regulation 81 of Table A shall be amended accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS



41 PARK SQUARE
LEEDS LS1 2NS
Solicitor



with SIMPSON CURTIS
41 Park Square
LEEDS LS1 2NS
Legal Executive

Dated

3rd: August ; 1987.

Witness to the above signatures:-



with SIMPSON CURTIS
41 Park Square
LEEDS LS1 2NS
Legal Executive

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2165899

I hereby certify that

SIMCO NO. 193 LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

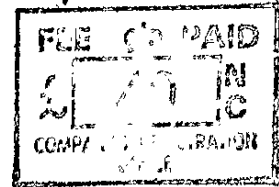
Given under my hand at the Companies Registration Office,

Cardiff the 17 SEPTEMBER 1987


MRS. C. R. WILLIAMS

an authorised officer

No 2165899



COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS

of

SIMCO NO. 193 LIMITED

Passed on the 11th March, 1988

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 41 Park Square Leeds LS1 2NS on Thurs day the 11th March, 1988 the following Resolution was duly passed as a SPECIAL RESOLUTION of the Company:-

RESOLUTION

That the name of the Company be changed from "Simco No. 193 Limited" to "Keighley Laboratories Group Limited".

A 
Chairman

0823/BK/490

Proposed by	
To be read	
By	
Date	
12th March 1988	



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B40.

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2165899

I hereby certify that

SIMCO NO. 193 LIMITED

having by special resolution changed its name,

is now incorporated under the name of

KEIGHLEY LABORATORIES GROUP LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 25 MARCH 1988

F. A. Joseph.

F. A. JOSEPH

an authorised officer

No 21658

COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
of

SIMCO NO. 193 LIMITED

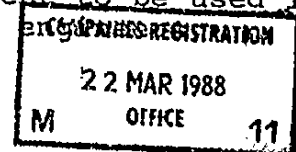
Passed on the 11th March , 1988

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 41 Park Square Leeds LS1 2NS on Thursday the 11th March , 1988 the following Resolution was duly passed as a SPECIAL RESOLUTION of the Company:-

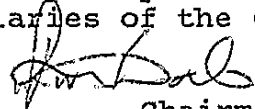
RESOLUTION

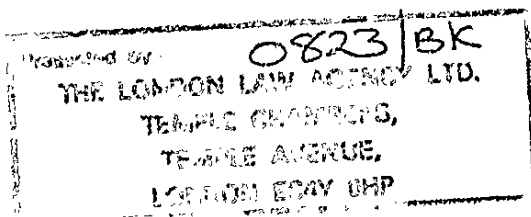
That sub-clauses (1) and (2) of Clause 3 of the Company's Memorandum of Association (relating to its objects) be deleted and the following sub-clauses be substituted therefor:-

- "(1) To carry on the business or businesses of Metallurgical and General Commercial Analysts for the purposes of Mechanical and Physical Tests of all Materials and Substances, whether manufactured or in the raw material; Electrical Tests, Heat Treatment, and Case Hardening of all Metals and Substances; Microscopical Research Work and Research Work in connection with all descriptions of industrial plants and of metals and substances, including the development of special experimental work, and for those purposes to establish, form, equip, and maintain laboratories, workshops, and factories; and General Consulting Engineers in respect of all classes of Engineering and Foundry Work, including the designs of plant and equipment, works lay out and works management and dealers in any fixed and moveable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade convenient to be used in or about the trade or business of founders, smiths or machinists."



"(2) To carry on the business of an investment holding company and to acquire (by purchase subscription or otherwise) and hold by way of investment any shares, stocks, bonds, obligations or securities issued or guaranteed by any company constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, to exercise and enforce all rights and powers conferred by or incident to the ownership thereof, and generally to carry on the business of an investment holding company in all its aspects and to co-ordinate the administration of and to provide advisory, administrative, management and other services in connection with the activities of any companies which are for the time being subsidiaries of the Company."

A 
Chairman



G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

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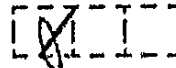
Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2165899

Name of company

KEIGLEY LABORATORIES GROUP Limited

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 22nd April 1988 the nominal capital of the company has been increased by £ 66,000 beyond the registered capital of £ 1,000.

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

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

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:

66,000 ORDINARY SHARES OF £1 EACH RANKING PARI
PASSU IN ALL RESPECTS WITH THE EXISTING ORDINARY
SHARES OF £1 EACH OF THE COMPANY

Please tick here if
continued overleaf



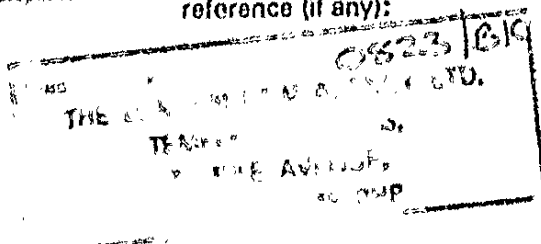
† Insert
Director,
Secretary,
Administrator
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation: DIRECTOR

Date 22/4/88

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



For official Use
General Section

Post room



No. 2165899

A

COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

KEIGHLEY LABORATORIES GROUP LIMITED

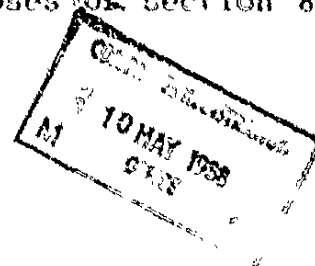
Passed the 22nd day of April 1988

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at X Acres House Berry Lane Keighley X on Friday the 22nd day of April 1988 the following Resolutions were duly passed as SPECIAL RESOLUTIONS of the Company:-

RESOLUTIONS

Increase in authorised capital

1. That the authorised share capital of the Company be hereby increased from £1,000 to £67,000 by the creation of 66,000 ordinary shares of £1 each ranking pari passu in all respects with the existing 1,000 ordinary shares in the Company all such shares having the respective rights set out in the articles of association of the Company.
2. (A) That the directors are unconditionally authorised for the purposes of section 80



(B) That by virtue of section 95(1) of the Companies Act, 1985, section 89(1) shall not apply to the allotment of shares pursuant to the authority conferred by the preceding paragraph of this resolution;

0823/BK
THE LONDON LAW AGENCY LTD.
10, ABINGDON ROAD,
LONDON EC4A 3DF

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

☐ ☒

2165899

Name of company

* Insert full name
of company

KEIGHLEY LABORATORIES GROUP

Limited

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 26th April 1988 the nominal capital of the company has been increased by £ 33,000 beyond the registered capital of £ 67,000.

† 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:

33,000 'A' ORDINARY SHARES OF £1 EACH HAVING THE RIGHTS SET OUT IN THE ARTICLES OF ASSOCIATION OF THE COMPANY ADOPTED ON 26TH APRIL 1983

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

Signed

Designation: DIRECTOR

Please tick here if
continued overleaf



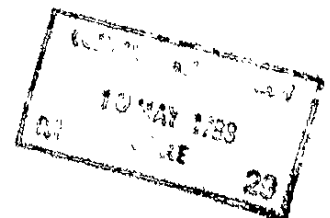
Date 26/4/88

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

0922/BK

For official Use
General Section

Post room



COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

KEIGHLEY LABORATORIES GROUP LIMITED

Passed the 26th day of April 1988

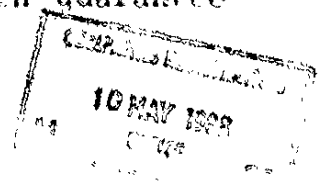
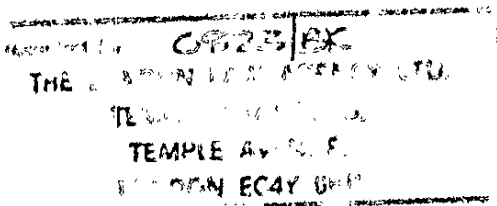
At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 41 Park Square Leeds LS1 2NS on Tuesday the 26th day of April 1988 the following Resolutions were duly passed in the case of that numbered 1 as an Ordinary Resolution and in the case of those numbered 2, 3, 4 and 5 as SPECIAL RESOLUTIONS of the Company:-

RESOLUTIONS

1. THAT an agreement to purchase shares in Keighley Laboratories Limited from certain directors of the Company in the form produced to the Extraordinary General Meeting be approved pursuant to Section 320 of the Companies Act 1985.
2. That the Memorandum of Association of the Company be amended as follows:-

The following clause is to be inserted and identified as Clause 3(25):-

"Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee

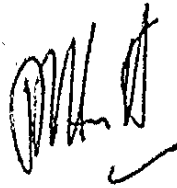


or indemnity and so as to be an independent object of the Company to give indemnities of all kinds and to guarantee the performance of the obligations of others including the payment of capital or principal together with any premium of and any dividend or interest on or other payment in respect of loans, credits, stocks, shares, or securities or other obligations of any nature whatsoever and without limiting the generality of the foregoing obligations for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's Holding Company as defined by Section 736 of the Companies Act 1985 due, owing or incurred to bankers or any other person of any company, firm or person, and in particular (but not by way of limitation) of the Company's Holding Company or any company which is contemplated to become the Company's Holding Company or a subsidiary, as defined by Section 736 of the Companies Act 1985 of the Company or of the Company's Holding Company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate and to create mortgages, charges or liens upon all or any of the property or assets of the Company (both present and future) including its uncalled capital in support of such guarantees or otherwise as security for

any such obligations and liabilities of others".
and the present Clause 3(25) be renumbered 3(26).

3. That the authorised share capital of the Company be hereby increased from £67,000 to £100,000 by the creation of 33,000 'A' ordinary shares of £1 each all such shares having the respective rights set out in the articles of association of the Company as proposed to be amended by the resolutions set out below.
4. (A) That the directors are unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit, up to a total issued share capital of the Company of £100,000 at any time during the period of five years from the date hereof;
- (B) That by virtue of section 95(1) of the Companies Act 1985, section 89(1) shall not apply to the allotment of shares pursuant to the authority conferred by the preceding paragraph of this resolution;
- (C) That the subscription by Investors in Industry plc ('3i') for 33,000 'A' ordinary shares of £1 each in the Company representing 33% of the issued equity share capital of the Company after such subscription an agreement to be entered into between the Company and 3i (a draft of which has been produced to this meeting) be and is hereby approved;

5. That the articles of association contained in the printed document produced to the meeting marked 'A' and for the purpose of identification signed by the chairman thereof be and the same are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.

A handwritten signature in dark ink, appearing to be 'M. J.', with a long horizontal stroke extending to the right.

Chairman

THE COMPANIES ACT 1985COMPANY LIMITED BY SHARESARTICLES OF ASSOCIATION

(adopted by Special Resolution on [

of

KEIGHLEY LABORATORIES GROUP LIMITEDPreliminary

1. In these articles:-

1.1 'the Act' means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

1.2 'Table A' means Table A in the Companies (Table A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985.

2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the articles hereinafter contained shall be the regulations of the Company.

2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

Share capital

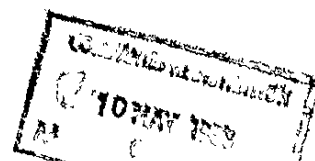
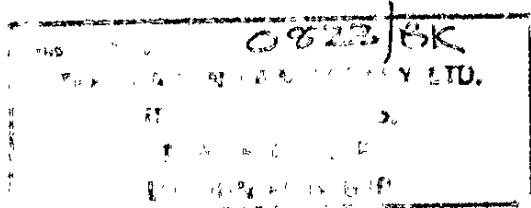
3. The share capital of the Company at the date of the adoption of this article is £100,000 divided into 33,000 'A' ordinary shares of £1 each and 67,000 ordinary shares of £1 each.

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

3.1 Income.

The profits of the Company available for distribution shall be applied as follows:-

3.1.1 first in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Fixed Dividend') of 10 pence per annum on each share payable half yearly on the 30th September and the 31st March



3.1.2 second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Participating Dividend') of a sum equal to 7% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the annual general meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- 3.1.2.1 before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before making any provision for writing off goodwill or charging or crediting extra-ordinary items;
- 3.1.2.2 before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;
- 3.1.2.3 before deducting any sum in excess of £15,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Act) payable to the Company's and any subsidiary's directors and former directors and their connected persons (as defined by section 533

Income and Corporation Taxes Act 1970) (other than the Special Director referred to in Article 15) such sum to be adjusted annually on 31st December each year commencing, on 31st December 1989 by a percentage equal to the percentage increase in the retail price index published by the Government to 30th November in the year in question from the 30th November in the previous year.

- 3.1.3 third in paying to the holders of the 'A' ordinary shares in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Additional Dividend') on each share of an amount which, when added to the Fixed and Participating Dividend paid for the same financial year, shall equal (i) the aggregate of any dividend paid on the ordinary shares in such financial year pursuant to article 3.1.4.1 below on the ordinary shares and (ii) the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this article was adopted as an article of association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Act) in excess of £115,000 (increased as hereinafter provided) in the aggregate (or such larger other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where such directors are interested in shares in the Company and their connected persons (as defined by section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The said sum of £115,000 shall be adjusted annually on 31st December each year commencing on 31st December 1989 by a percentage equal to the percentage increase in the retail price index published by the Government to 30th November in the year in question from 30th November in the previous year. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend.

3.1.4 Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

3.1.4.1 first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;

3.1.4.2 second in distributing the balance of such profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

3.1.5 Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

3.1.6 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Fixed Dividend and the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

3.1.7 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Fixed Dividend and the Participating Dividend and the Additional Dividend.

3.2 Capital.

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- 3.2.1 first in paying to the holders of the 'A' ordinary shares £1 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital;
- 3.2.2 second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and
- 3.2.3 the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

3.3 Conversion.

The holders of the 'A' ordinary shares may at any time convert the whole of their 'A' ordinary shares into a like number of ordinary shares and the following provisions shall have effect:-

- 3.3.1 the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;
- 3.3.2 forthwith after conversion takes effect the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- 3.3.3 the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;

3.3.4 on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

Class Rights

3. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- 3.1 by the calling of a meeting of the Company (which in these articles shall include the issue by the Company of a written resolution pursuant to Article 53 of Table A) for the purpose of effecting any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- 3.2 by the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company; or
- 3.3 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries; or
- 3.4 by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- 3.5 by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or

- 3.6 by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company or the making of an administration order in respect of the Company; or
- 3.7 by the calling of a meeting of the Company to approve the redemption of any of the Company's shares or a contract by the Company to purchase any of its shares; or
- 3.8 by the calling of a meeting of the Company for the purpose of amending the memorandum or articles of association of the Company; or
- 3.9 by the entering into of a written service agreement with any director or Connected Person or the material variation of any such existing service agreement with any such person.

Further Issue of Shares

- 4.1 Notwithstanding any other provisions of these articles of association the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less nor more favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.
- 4.2 For the purposes of these articles of association the expressions '3i' shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and 'a member of the 3i Group' shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

Lien

- 5. The lien conferred by Regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

6. 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 in Table A of the words 'and all expenses that may have been incurred by the Company by reason of' such non-payment.'

Transfer of Shares

- 7.1 The directors shall refuse to register any transfer of shares made in contravention of the provisions of articles 8 and 10 but shall not be entitled to refuse to register any transfer of shares made under article 9 or 7.2 or any transfer to which the consent in writing of all the members for the time being is given.
- 7.2 Subject to article 10 any member may during his lifetime transfer or by will bequeath or otherwise dispose of or death any shares to or to trustees for the spouse or any child or remoter issue (including a child by adoption) of such member.
- 8.1 Subject to article 9 every member who desires to transfer any share or shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire ('Transfer Notice'). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares or shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors to all the members of the Company holding shares of the same class other than the Vendor at a price to be agreed upon by the Vendor and the directors or in the case of difference at the price which a chartered accountant (acting as an expert and not as an arbitrator or arbiter) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales of Scotland shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer and ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest PROVIDED THAT the fair value for the purposes of these Articles shall be such price as the Vendor shows is offered by a purchaser for 75% of the issued share capital of the Company if greater than the figure certified by the Chartered Accountant. The Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company.
- 8.2 If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the

certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the said cost.

- 8.3 Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith offer the Sale Shares to all members holding share of the same class (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of shares held by such members giving details of the number and price (being the fair value) of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the members hereinbefore mentioned has not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them pro rata as nearly as may be in proportion to existing numbers of shares (excluding any Sale Shares) then held by them which offer shall remain open for a further period of twenty-one days.
- 8.4 If the Company shall pursuant to the above provisions of this article find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the fair value to transfer the Sale Shares (or such of the same to which the Company shall have found a purchaser or purchasers) to such persons and if the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.
- 8.5 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the fair value.

9. Notwithstanding any other provisions of these articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group not being an industrial company without restriction as to price or otherwise and any such transfer shall be registered by the directors.

Limitation on transfer of control

- 10.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the 'A' ordinary shares if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-
- 10.1.1 by a company (other than a company to which paragraph 10.1.2 applies) or a person or persons (other than a company) who was or were not a member or members of the Company on the date this article was adopted as an article of association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the 'A' ordinary shares at the Specified Price (as hereinafter defined); or
- 10.1.2 by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the January 1988 Edition of the City Code on Takeovers and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest:
- 10.2 For the purpose of this Article:-
- 10.2.1 the expression 'a Controlling Interest' shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Act) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
- 10.2.2 the expressions 'transfer' and 'transferee' shall include respectively the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment; and

10.2.3 the expression 'the Specified Price' shall mean the higher of:-

- 10.2.3.1 a price per share of £1 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer; and
- 10.2.3.2 a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the 'A' ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding;

- 10.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article.

Voting

- 11.1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles of association, on a show of hands every

member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

Appointment of Directors

12. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

Proceedings of Directors

13. Reasonable notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

14.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:--

- 14.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 14.1.2 may be a director or other officer of or employed or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 14.1.3 may or any firm or Company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 14.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

14.1.5 shall be entitled to vote and be counted in the quorum on any matter concerning paragraphs 14.1 to 14.4 above

14.2 For the purposes of this article:-

14.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

14.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

14.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when this article becomes binding on the Company) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Special Director

15. Notwithstanding any other provisions of these articles 3i shall be entitled to appoint as a director of the Company any person (herein referred to as 'a Special director') approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. The remuneration and reasonable expenses to be paid to a Special director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i.

Upon request by 3i the Company shall also procure that a Special director be appointed a director to any subsidiary of the Company.

Directors' Borrowing Powers

16. Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- 16.1 of borrowing or securing the payment of money;
- 16.2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- 16.3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures

but so that:-

- 16.4 the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the 'A' ordinary shareholders and preference shareholders exceed a sum which is the greater of £800,000 or twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;
- 16.5 no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- 16.6 no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

- 16.7 except with the previous sanction of the holders of the 'A' ordinary shares and the preference shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

Indemnity

17. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

certified a true
copy
Simpson
Curtis

No 2165899

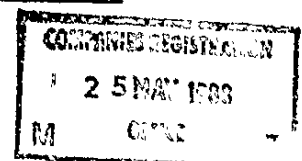
COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of

KEIGHLEY LABORATOIRES GROUP LIMITED

Incorporated the 17th September, 1987

Simpson Curtis
Solicitors
Leeds LSl 2NS



COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

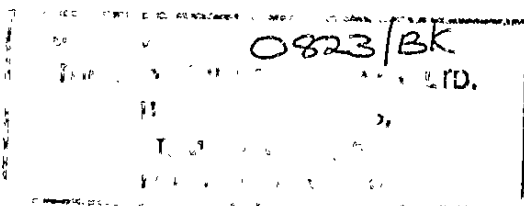
of

KEIGHLEY LABORATORIES GROUP LIMITED

(as amended by a Special Resolution of 26th April 1988)

1. THE Company's name is "SIMCO NO. 193 LIMITED". *
2. THE Company's registered office is to be situated in England.
3. THE Company's objects are:-
 - (1) To carry on the business or businesses of Metallurgical and General Commercial Analysts for the purposes of Mechanical and Physical Tests of all Materials and Substances, whether manufactured or in the raw material; Electrical Tests, Heat Treatment, and Case Hardening of all Metals and Substances; Microscopical Research Work and Research Work in connection with all descriptions of industrial plants and of metals and substances, including the development of special experimental work, and for those purposes to establish, form, equip, and maintain laboratories, workshops, and factories; and General Consulting Engineers in respect of all classes of Engineering and Foundry Work, including the designs of plants and equipment, works lay out and works management and dealers in any fixed and moveable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade convenient to be used in or about the trade or business of engineers, founders, smiths or machinists.
 - (2) To carry on the business of an investment holding company and to acquire (by purchase subscription or otherwise) and hold by way of investment any shares, stocks, bonds, obligations or securities issued or guaranteed by any company constituted or carrying on business in any part of the world or by any government, sovereign rule, commissioners, public body or authority, supreme, municipal,

* On 25th March 1988 the name of the Company was changed to "Keighley Laboratories Group Limited".



local or otherwise, to exercise and enforce all rights and powers conferred by or incident to the ownership thereof, and generally to carry on the business of an investment holding company in all its aspects and to co-ordinate the administration of and to provide advisory, administrative, management and other services in connection with the activities of any companies which are for the time being subsidiaries of the Company.

- (3) To carry on any other business which may seem to the Company capable of being conveniently carried on in the best interest thereof, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (4) To rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- (5) To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- (6) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
- (7) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (8) To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- (9) To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any

such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.

- (10) To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- (11) To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- (12) To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- (13) To lend and advance money or give credit to any person, firm or company and to guarantee the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- (14) To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the

Company, and to assist any such person, firm or company

- (15) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same.
- (16) To apply for, promote, and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and 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 attainment of the Company's objects or any of them.
- (17) To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company having objects similar to those of the Company, or carrying on any business capable of being conducted so as to benefit the Company directly or indirectly.
- (18) To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (19) 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 or securities of the Company credited as paid up in full or in part, or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.

- (20) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- (21) To procure the registration of the Company in or under the laws of any place outside England.
- (22) To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members.
- (23) To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.
- (24) To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company.
- (25) To distribute among the members of the Company in specie any property of the Company.
- (26) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee or indemnity and so as to be an independent object of the Company to give indemnities of all kinds and to guarantee the performance of the obligations of others including the payment of capital or principal together with any premium of and any dividend or interest on or other payment in respect of loans, credits, stocks, shares, or securities or other obligations of any nature whatsoever and without limiting the generality of the foregoing obligations for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is

for the time being the Company's Holding Company as defined by Section 736 of the Companies Act 1985 due, owing or incurred to bankers or any other person of any company, firm or person, and in particular (but not by way of limitation) of the Company's Holding Company or any company which is contemplated to become the Company's Holding Company or a subsidiary, as defined by Section 736 of the Companies Act 1985 of the Company or of the Company's Holding Company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate and to create mortgages, charges or liens upon all or any of the property or assets of the Company (both present and future) including its uncalled capital in support of such guarantees or otherwise as security for any such obligations and liabilities of others.

- (27) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. THE liability of the members is limited.

5. * THE share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

* By Special Resolutions of 22nd April 1988 and 26th April 1988 the share capital of the Company was increased to £100,000 made up of 67,000 Ordinary Shares of £1 each and 33,000 'A' Ordinary Shares of £1 each.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(adopted by Special Resolution on 26th April 1988)
of

KEIGHLEY LABORATORIES GROUP LIMITED

Preliminary

1. In these articles:-

1.1 'the Act' means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

1.2 'Table A' means Table A in the Companies (Table A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985.

2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the articles hereinafter contained shall be the regulations of the Company.

2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

Share capital

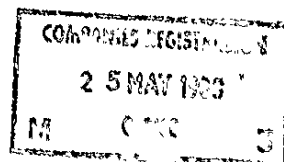
3. The share capital of the Company at the date of the adoption of this article is £100,000 divided into 33,000 'A' ordinary shares of £1 each and 67,000 ordinary shares of £1 each.

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

3.1 Income.

The profits of the Company available for distribution shall be applied as follows:-

3.1.1 first in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Fixed Dividend') of 10 pence per annum on each share payable half yearly on the 30th September, and the 31st March



3.1.2 second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Participating Dividend') of a sum equal to 7% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the annual general meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- 3.1.2.1 before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before making any provision for writing off goodwill or charging or crediting extra-ordinary items;
- 3.1.2.2 before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;
- 3.1.2.3 before deducting any sum in excess of £115,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Act) payable to the Company's and any subsidiary's directors and former directors and their connected persons (as defined by section 533

Income and Corporation Taxes Act 1970) (other than the Special Director referred to in Article 15) such sum to be adjusted annually on 31st December each year commencing, on 31st December 1989 by a percentage equal to the percentage increase in the retail price index published by the Government to 30th November in the year in question from the 30th November in the previous year.

3.1.3 third in paying to the holders of the 'A' ordinary shares in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Additional Dividend') on each share of an amount which, when added to the Fixed and Participating Dividend paid for the same financial year, shall equal (i) the aggregate of any dividend paid on the ordinary shares in such financial year pursuant to article 3.1.4.1 below on the ordinary shares and (ii) the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this article was adopted as an article of association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Act) in excess of £115,000 (increased as hereinafter provided) in the aggregate (or such larger other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where such directors are interested in shares in the Company and their connected persons (as defined by section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The said sum of £115,000 shall be adjusted annually on 31st December each year commencing on 31st December 1989 by a percentage equal to the percentage increase in the retail price index published by the Government to 30th November in the year in question from 30th November in the previous year. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend.

3.1.4 Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

3.1.4.1 first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;

3.1.4.2 second in distributing the balance of such profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

3.1.5 Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

3.1.6 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Fixed Dividend and the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

3.1.7 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Fixed Dividend and the Participating Dividend and the Additional Dividend.

3.2 Capital.

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

3.2.1 first in paying to the holders of the 'A' ordinary shares £1 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital;

3.2.2 second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and

3.2.3 the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

3.3 Conversion.

The holders of the 'A' ordinary shares may at any time convert the whole of their 'A' ordinary shares into a like number of ordinary shares and the following provisions shall have effect:-

3.3.1 the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

3.3.2 forthwith after conversion takes effect the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;

3.3.3 the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;

3.3.4 on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

Class Rights

2. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. ~~Without prejudice to the~~ generality of this article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- 3.1 by the calling of a meeting of the Company (which in these articles shall include the issue by the Company of a written resolution pursuant to Article 53 of Table A) for the purpose of effecting any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- 3.2 by the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company; or
- 3.3 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries; or
- 3.4 by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- 3.5 by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or

- 3.6 by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company or the making of an administration order in respect of the Company; or
- 3.7 by the calling of a meeting of the Company to approve the redemption of any of the Company's shares or a contract by the Company to purchase any of its shares; or
- 3.8 by the calling of a meeting of the Company for the purpose of amending the memorandum or articles of association of the Company; or
- 3.9 by the entering into of a written service agreement with any director or Connected Person or the material variation of any such existing service agreement with any such person.

Further Issue of Shares

- 4.1 Notwithstanding any other provisions of these articles of association the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less nor more favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.
- 4.2 For the purposes of these articles of association the expressions '3i' shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and 'a member of the 3i Group' shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

Lien

5. The lien conferred by Regulation C of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

6. 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 in Table A of the words 'and all expenses that may have been incurred by the Company by reason of' such non-payment.'

Transfer of Shares

7.1 The directors shall refuse to register any transfer of shares made in contravention of the provisions of articles 8 and 10 but shall not be entitled to refuse to register any transfer of shares made under article 9 or 7.2 or any transfer to which the consent in writing of all the members for the time being is given.

7.2 Subject to article 10 any member may during his lifetime transfer or by will bequeath or otherwise dispose of on death any shares to or to trustees for the spouse or any child or remoter issue (including a child by adoption) of such member.

8.1 Subject to article 9 every member who desires to transfer any share or shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire ('Transfer Notice'). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares or shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors to all the members of the Company holding shares of the same class other than the Vendor at a price to be agreed upon by the Vendor and the directors or in the case of difference at the price which a chartered accountant (acting as an expert and not as an arbitrator or arbiter) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales or Scotland shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer and ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest PROVIDED THAT the fair value for the purposes of these Articles shall be such price as the Vendor shows is offered by a purchaser for 75% of the issued share capital of the Company if greater than the figure certified by the Chartered Accountant. The Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company.

8.2 If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the

certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the said cost.

8.3 Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith offer the Sale Shares to all members holding share of the same class (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of shares held by such members giving details of the number and price (being the fair value) of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the members hereinbefore mentioned has not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them pro rata as nearly as may be in proportion to existing numbers of shares (excluding any Sale Shares) then held by them which offer shall remain open for a further period of twenty-one days.

8.4 If the Company shall pursuant to the above provisions of this article find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the fair value to transfer the Sale Shares (or such of the same to which the Company shall have found a purchaser or purchasers) to such persons and if the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

8.5 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the fair value.

9. Notwithstanding any other provisions of these articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group not being an industrial company without restriction as to price or otherwise and any such transfer shall be registered by the directors.

Limitation on transfer of control

- 10.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the 'A' ordinary shares if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

10.1.1 by a company (other than a company to which paragraph 10.1.2 applies) or a person or persons (other than a company) who was or were not a member or members of the Company on the date this article was adopted as an article of association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the 'A' ordinary shares at the Specified Price (as hereinafter defined); or

10.1.2 by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the January 1988 Edition of the City Code on Takeovers and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest:

- 10.2 For the purpose of this Article:-

10.2.1 the expression 'a Controlling Interest' shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Act) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;

10.2.2 the expressions 'transfer' and 'transferee' shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and

10.2.3 the expression 'the Specified Price' shall mean the higher of:-

- 10.2.3.1 a price per share of £1 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer; and
- 10.2.3.2 a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the 'A' ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding;

- 10.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article.

Voting

- 11.1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles of association, on a show of hands every

member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

Appointment of Directors

12. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

Proceedings of Directors

13. Reasonable notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

14.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

- 14.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 14.1.2 may be a director or other officer of or employed or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 14.1.3 may or any firm or Company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 14.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

14.1.5 shall be entitled to vote and be counted in the quorum on any matter concerning paragraphs 14.1 to 14.4 above

14.2 For the purposes of this article:-

14.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

14.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

14.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when this article becomes binding on the Company) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Special Director

15. Notwithstanding any other provisions of these articles 31 shall be entitled to appoint as a director of the Company any person (herein referred to as 'a Special director') approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. The remuneration and reasonable expenses to be paid to a Special director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 31.

Upon request by 31 the Company shall also procure that a Special director be appointed a director to any subsidiary of the Company.

Directors' Borrowing Powers

16. Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- 16.1 of borrowing or securing the payment of money;
- 16.2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- 16.3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures

but so that:-

- 16.4 the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the 'A' ordinary shareholders and preference shareholders exceed a sum which is the greater of £800,000 or twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;
- 16.5 no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- 16.6 no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

- 16.7 except with the previous sanction of the holders of the 'A' ordinary shares and the preference shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

Indemnity

17. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

LONG & CO.

Provincial House, 26 Albion Street, Leeds, LS1 6HX

Tel. & Fax: (0532) 425848



Our ref: SB/627d/LMS

2nd May 1991

The Directors,
Keighley Laboratories Group Limited,
Acres House,
Berry Lane,
Keighley,
West Yorkshire.
BD21 1DN

2165899.

Dear Sirs,

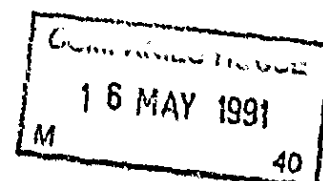
Keighley Laboratories Group Limited and subsidiary companies

Under S392 Companies Act 1985 we hereby tender, with regret, our resignation as auditors of the above mentioned group of companies.

In accordance with S394 Companies Act 1985 there are no matters in connection with our resignation of which we are aware that need to be brought to the attention of the members or creditors.

Yours faithfully,

Long & Co



LONG & CO.

Provincial House, 26 Albion Street, Leeds, LS1 6HX

Tel. & Fax: (0532) 425848



Our ref: SB/627d/LMS

2165819

2nd May 1991

The Directors,
Keighley Laboratories Group Limited,
Acres House,
Berry Lane,
Keighley,
West Yorkshire.
BD21 1DN

2300227

Dear Sirs,

Keighley Laboratories Group Limited and subsidiary companies

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In accordance with S394 Companies Act 1985 there are no matters in connection with our resignation of which we are aware that need to be brought to the attention of the members or creditors.

Yours faithfully,

Long & Co

