

2213855

THE COMPANIES ACT 1985 TO 1989
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

ABER INSTRUMENTS LIMITED

FRIDAY



A07 *A6SC3HGK* 75
12/02/2010
COMPANIES HOUSE

1. The name of the company is "Aber Instruments Limited".
2. The registered office of the Company will be situated in England.
3. The objects for which the company is established are :
 - (A) To carry on all or any of the businesses of manufacturer, dealer, agent, importer, exporter, wholesale and retail in all goods To carry on the following businesses of builders, contractors, heating, ventilation, refrigeration engineers and contractors, scaffolders, carpenters, painters, joiners, decorators, bricklayers, plumbers, plasterers, electricians, shopkeeper, warehousekeeper trading in hot and cold food, wine and spirits, meat, flowers, hardware, antiques, fancy goods, radio, television, electrical components, jewellery, toys, sports equipment, photographic equipment, clothing, footwear, perfume, cosmetics, drugs, stationery, tobacco and any other trade which can be advantageously carried on; builders and general merchants, managers of all kinds of entertainment and sporting events, turf and sporting accountants, plant hirers, scrap iron and waste metal merchants, demolition contractors, proprietors of garages, hotels, restaurants and factories, computer and computer peripheral dealers, computer consultants, publishers, printers, haulage contractors, security contractors, car hirers, shipping agents, property dealers and developers.

To undertake and execute agency or commission work and to act generally as agents, factors and brokers for the sale and purchase of goods, finance, investment, insurance and the provision of services and travel.

- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the company in connection with or as ancillary to any of the above businesses or the general business of the company.
- (C) To purchase, take or lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purpose of or in connection with the Company's business or any branch or department thereof.

REGD NO
INCORPORATED

2213855

THE COMPANIES ACT 1985 TO 1989
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES

OF ASSOCIATION

OF

ABER INSTRUMENTS LIMITED

- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above
- (E) To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance
- (G) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the liabilities, obligations, and contracts of customers and others, and the dividends, interest and capital of the shares, stocks and securities of any company of or in which this company is a member or is otherwise interested.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others
- (I) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons, and to establish and support, or to aid in the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or of the officers of or persons employed by the Company
- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments
- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as may from time to time be determined
- (L) To pay any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities

which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the company may determine.

- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash or instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (O) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any persons, firm or company carrying on any business which this company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possesses of property suitable for the purpose of the Company
- (P) To sell, improve, manage, develop, turn to account, exchange, let or rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit
- (Q) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (R) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise,
- (S) To do all such other things as are incidental or conducive to the above objects or any of them

And it is hereby declared that the objects of the Company specified in each of the foregoing paragraphs of this clause shall be distinct and separate objects of the Company and shall be in no way limited by references to any other paragraphs hereof or to the order in which the same occur

- 4 The liability of the members is limited
5. The share capital of the Company is £1,000,000 divided into 100,000,000 Ordinary Shares of 1 pence each

THE COMPANIES ACT 1985 TO 1989
A PRIVATE COMPANY LIMITED BY SHARES

Articles of Association of
ABER INSTRUMENTS LIMITED

PRELIMINARY

1 Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A-F) Regulations 1985 (which regulations are hereinafter called Table A) shall apply to the Company but, in case of any variation or inconsistency between these regulations and Table A, these regulations shall prevail.

INTERPRETATION

2 (1) In regulation 1 of Table A the words "and in any regulations adopting the same" shall be inserted between the words "regulations" and "the Act" and the words "or in any articles adopting the same" shall be inserted between the words "regulations" and "bear".

(2) In these regulations where the context so admits.

"the Act"	means the Companies Act 1985 as amended or re-enacted from time to time,
"Articles"	means the articles of association from time to time of the Company,
"Board of Directors"	means the board of directors from time to time of the Company;
"Certificate of Market Value"	means a certificate issued by the Professional Advisers in accordance with Article 7(1);
"Dealing Day"	means an annual event occurring at least 28 and not more than 42 days after the date on which a Certificate of Market Value in respect of a relevant year has been issued pursuant to regulation 7(1),
"Dealing Day Rules"	means the rules set out in Appendix A hereto in accordance with which the directors and the Company may conduct Members' dealings with shares;

"Employee"	means a person for the time being in the bona fide employment (whether full or part time) of the Company or any subsidiary of the Company including any officer of the Company or any such subsidiary holding a salaried employment or office under the Company or any such subsidiary and the terms "Employed" and "Employment" shall be construed accordingly;
"Employee Trust"	means a trust entitled the "Aber Instruments Employee Benefit Trust" established by the Company,
"Employee Share Trust"	means a trust established by a Company as an employees share scheme as defined in section 743 of the Companies Act 1985 including, but not limited to, the Employee Trust,
"Excluded Member"	means any Member whose shares are the subject of either a transfer notice or deemed transfer notice in accordance with the provisions of regulation 9(3)(a);
"Market Value"	means the market value (determined in accordance with sections 272 and 273 Taxation of Chargeable Gains Act 1992) of an ordinary share of the Company certified by the Company's Professional Advisers in accordance with the Articles,
"Member"	means a holder of any number of ordinary shares in the capital of the Company (and "Members" shall be construed accordingly) For the avoidance of doubt the term "Member" shall include the Employee Trust,
"Professional Advisers"	means the auditors or other professional advisers from time to time of the Company approved by the Board of Directors for the purpose of determining Market Value,
"Qualifying Member"	means a Member who has been Employed by the Company for a period exceeding two years and the term "Non-Qualifying Member" shall be construed accordingly;
"Transfer Event"	means: <ul style="list-style-type: none"> (a) the termination of a Member's Employment, or (b) death of a shareholder, or (c) a Member being declared bankrupt or making any composition or arrangement with his creditors, (d) a member's ordinary shareholding exceeding 5.1% of the total issued ordinary shares
"Trustee"	means the trustee for the time being of the Employee Trust, and

“vendor” means a Member in respect of whose shares a transfer notice has been given, or deemed to have been given in accordance with Article 9(4) hereto.

- (3) Where the context permits words importing one gender include all genders, words importing singular include plural and words importing persons include bodies corporate and unincorporated associations. Headings to these Articles are inserted for convenience and shall not affect their construction. The Appendix forms part of the Articles and will have the same effect as if in the body of the Articles.

SHARES

3 The share capital of the Company is £1,000,000 divided into 100,000,000 Ordinary Shares of 1 pence each

4 (1) In accordance with Section 80 of the Act and subject as hereinafter provided, the Board of Directors are hereby authorised during the period of five years from the date of adoption of these Articles (and the period or periods of any renewal or renewals of that authority pursuant to the said section) generally to exercise the power of the Company to allot relevant securities and to make offers and agreements which would or might require relevant securities (whether before or after expiry of such authority) to be allotted, but so that the authority hereby given shall be limited to allotment of relevant securities to an aggregate maximum amount equal to the authorised share capital of the Company upon adoption of these Articles

(2) In this Article “relevant securities” has the meaning ascribed to it in sub-section 80(2) of the Act and any reference to allotment of relevant securities shall include not only such allotment as is referred to in the said sub-section but also allotment of shares pursuant to such a right as is mentioned in the said sub-section.

(3) Nothing in this regulation shall authorise any allotment which would constitute an offence under section 81 or be prohibited under section 100 of the Act

5 (1) By virtue of section 91 of the Act sections 89(1) and 90(1) to (6) of the Act shall be excluded from applying to the Company. All shares (whether in the original or any increased share capital) shall, before issue, be offered to the Members. Every such offer shall refer to this regulation, shall give details of the shares which the Company desires to issue and the proposed terms of issue thereof and shall invite each such Member to apply in writing within such period as shall be specified by the Board of Directors (being a period expiring not less than twenty-one days from the date of despatch of the offer) for such maximum number of the shares then to be issued as he wishes to take

(2) At the expiration of the said period the shares so offered (or so many of them as the Members have applied for) shall be allotted on the terms specified in the offer (and no others) to or amongst the Members who have applied for them

and, if more than one Member shall have so applied the shares shall be divided between them pro rata (so far as possible) according to the number of shares in respect of which they are registered or entitled to be registered but in no circumstances shall any Member be obliged to take more than the maximum number of shares for which he has applied

- (3) During the 6 months following the expiry of the said period specified by the Board of Directors under Article 5(1), the Board of Directors may (subject to their having authority for the time being in accordance with Section 80 of the Act and to the terms of that authority) in such manner as they think proper dispose of any shares not allotted to Members pursuant to the above provisions of this regulation but no disposal of such shares shall be on terms less onerous or more favourable in any respect than those specified in the most recent offer to the Members. If the Board of Directors is unable during the said six months' period so to dispose of any such shares then those shares shall remain for the time being unissued and subject in all respects to the provisions of these regulations

LIEN

The Company shall have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company, and regulation 8 of Table A shall be modified accordingly

MARKET VALUE

- 7 (1) The Board of Directors shall, forthwith upon the audited accounts of the Company having been agreed with the Professional Advisers and the Professional Advisers having given their report pursuant to the Act, request the Professional Advisers to prepare and deliver to the Board of Directors within 7 days from the date of such request a Certificate of Market Value. In giving such certificate the Professional Advisers shall act as experts and not arbitrators and their determination of Market Value shall (save in the event of a manifest error) be binding under the provisions of the Articles
- (2) Within 7 days of receipt of a Certificate of Market Value the Board of Directors shall issue to the Members a notice in writing specifying the Market Value and a Dealing Day
- (3) In the event that the Board of Directors so resolve at any other time the Professional Advisers shall, within 7 days after being instructed to do so, prepare a revised Certificate of Market Value certifying the Market Value as at the date stipulated in that resolution. The Company shall, forthwith upon receipt of the revised Certificate of Market Value, issue to the Members a notice in writing specifying the revised Market Value
- (4) The costs of the Professional Advisers' incurred in connection with the provisions of this Article 7 shall be borne by the Company

TRANSFERS

- 8 Regulation 23 of Table A shall be read subject to the provisions of Articles 9 and 10 hereof and in Regulation 24 of Table A the words from “refuse to register the” to “may also” inclusive shall be deleted.
9. (1) For the purpose of this Article 9, where any person is unconditionally entitled to be registered as the holder of a share then, provided that the Company has been provided with an unequivocal evidence to that effect, he and not the registered holder of such share shall be deemed to be a Member in respect of that share
- (2) No share in the Company nor any beneficial interest in any such share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted and any purported dealing with or disposition of any such share or interest shall be deemed to constitute a desire on the part of the holder to transfer the relevant share.
- (3) (a) Subject to Article 10, every Member who desires to transfer any share or shares shall give to the Company notice in writing of such desire, specifying the exact number of shares that he or she desires to transfer (a “transfer notice”), and every Member in respect of whom a Transfer Event occurs shall be deemed to have given a transfer notice in respect of all shares held by him (a “deemed transfer notice”),
- (b) Subject as hereinafter mentioned, a transfer notice or deemed transfer notice shall constitute the Company the vendor’s agent for the sale of the share or shares specified therein (hereinafter called “the said shares”) at the Market Value as at the date of the relevant acceptance under Articles 9(4) and 9(5) below
- (c) Transfer notices (whether voluntary or deemed) and the administration and acceptance thereof shall be construed in accordance with the Dealing Day Rules, to the extent that they apply
- (4) If there then subsists any Employee Share Trust the Company shall, as soon as practicable (and in any event no later than 7 days) after receiving the transfer notice or the deemed transfer notice, as the case may be, either
- (a) Offer the said shares (subject to Article 9(7)(a) below, to the extent that it applies), for a price per share based on the current Certificate of Market Value, or
- (b) if the Board of Directors, in its absolute discretion considers it to be necessary to do so, instruct the Professional Advisers to prepare a revised Certificate of Value in accordance with Article 7(3), and upon receipt of the same offer the said shares (subject to Article 9(7)(a) below,

to the extent that it applies), for a price per share determined in accordance with the said revised Certificate of Market Value,

to any such Employee Share Trust (and, if more than one, in such proportions as the Board of Directors may in their discretion decide), such offer (the "first offer notice") to be open for acceptance (in whole or in part, as the case may be) for 14 days from the date of the first offer notice by notice in writing to the Company. If the first offer notice has been accepted in part, the Company shall, in its absolute discretion, decide whose shares will be purchased by the Employee Share Trust and whose shares will be included in the second offer notice in accordance with Article 9(5) and shall notify the vendor(s) accordingly. The vendor(s) whose shares comprise the whole or that part of the first offer notice that has been accepted, shall be bound to transfer his shares to the Employee Share Trust and if he shall fail to do so the Company shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, a transfer of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer the purchaser shall (subject to the transfer being duly stamped) be entitled to insist upon his name being entered in the register of Members as the holder by transfer of the shares.

- (5) If there is no such Employee Share Trust, or any of the said shares are not purchased by an Employee Share Trust within the period specified in Article 9(4) above then the Company shall offer the other Members, who are not Excluded Members or Non-Qualifying Members, to purchase the said shares, or the balance of the said shares, as the case may be, for a price per share to be determined in accordance with the next Certificate of Value to be issued pursuant to Article 7(1) on the next Dealing Day after expiry of the period referred to in Article 9(4) above (the "second offer notice"). The second offer notice shall be open for acceptance for 14 days from the date of the next Certificate of Market Value by notice in writing to the Company. Members' acceptances shall be subject to the Dealing Day Rules.
- (6) In the event that a transfer notice is deemed to have been served by a Member the Company shall be deemed to have authority to continue to offer all or any of the shares the subject of such deemed transfer notice in accordance with the Articles at every Dealing Day thereafter until they have respectively been transferred and the transfer either has been registered or is such that the Board of Directors may not refuse to register it.
- (7)
 - (a) Shares available by reason of the occurrence of a Transfer Event will be sold in priority to other shares.
 - (b) A Member voluntarily serving a transfer notice shall be entitled to state in his transfer notice that unless all his shares are sold none shall be sold and if a Member has so specified and all his shares are not sold in accordance with the

foregoing then any transfer notice served by that Member shall be deemed to have been revoked

- (8) Notwithstanding the foregoing provisions of this Article, the Board of Directors may decline to register

(a) Any transfer of any share or shares which has not been made in accordance with the foregoing,

(b) any transfer of any share on which the Company has a lien, and

(c) any transfer of a share (not being fully paid up) to a person of whom they do not approve.

- (9) A member may not hold more than 5.1% of the issued ordinary shares. This provision does not apply to any Employee Share Trust. If a member holds more than 5.1% of the issued ordinary shares then a Transfer Event will be deemed to have taken place and the transfer of excess shares shall be dealt with under the provisions of Article 9.

- 10 Article 9 shall not apply to the issue of shares to an Employee Share Trust nor to the transfer of shares from an Employee Share Trust to a beneficiary of such trust in accordance with its terms.

PROCEEDINGS AT GENERAL MEETINGS

11. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded by the Chairman or by any other person present in person or by proxy.

12. Business may be transacted at any meeting at which a quorum is present at the time the meeting proceeds to business and Regulations 40 and 41 of Table A shall be modified accordingly.

SECRETARY

13 The first Secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.

DIRECTORS

14. The number of directors shall be not less than one nor more than seven. The first directors shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985. A sole director may exercise all the powers of the directors and Regulation 90 of Table A shall be modified accordingly.

15. A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be liable to vacate office by reason of having attained that or any other age.

16 No person shall be appointed or re-appointed a director at any general meeting unless:

(a) he is recommended by the directors, or

(b) not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected

17. Subject to the provisions of the Act, a director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof, and may be counted in the quorum at any meeting at which any such matter is considered. Regulation 85 of Table A shall be modified accordingly and Regulation 94 of Table A shall not apply to the Articles

18. A resolution in writing such as is referred to in Regulation 93 signed by any relevant director, alternate director or member of a committee of directors may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the directors may from time to time resolve

19 Any director (including an alternate director) or other person may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Resolutions and decisions of the kind normally made or taken at a physical meeting of the directors or a committee of directors in accordance with these Articles can accordingly be so made or taken in circumstances where none or only some of the directors or other persons are physically present with each other

DIRECTORS GRATUITIES AND PENSIONS

20. Regulation 87 of Table A shall not apply. The directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or Employment or in respect of such directorship or of employment with any predecessor in business of the Company or of any of its subsidiaries, notwithstanding that he may be or may have been a director of the Company and the Company may make payments towards insurance or trusts for such purpose in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person

BORROWINGS

21 The directors may exercise all the powers of the Company to borrow money, to give guarantees of the obligations of any third party (whether secured or not) and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party and whether or not the Company derives any benefit therefrom

INDEMNITY

22 In addition to such indemnity as is contained in Regulation 118 of Table A, every director, Officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties in relation thereto

NOTICES

23 Any notice required by these Articles to be given by the Company may be given by any written documentary form including by means of telex, cable, electronic mail or facsimile, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed Regulations 111 and 112 of Table A shall be amended accordingly

WINDING UP

24. In Regulation 117 of Table A the words “with the like sanction” shall be inserted immediately before the words “determine how such division”

CHAIRMAN’S CASTING VOTE

25 The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly