

**G**

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

[ ] [ ] [ ] [ ]

2574788

Name of company

\* SCIENTIFIC ANALYSIS LABORATORIES LIMITED

\* insert full  
name of Company

I, JEAN BROWN OF BRITANNIA COMPANY FORMATIONS LIMITED

of INTERNATIONAL HOUSE

82-86 DEANS GATE

MANCHESTER M3 2ER

† 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 90 DEANS GATE

MANCHESTER M3 2QJ

Declarant to sign below

the 12TH day of JUN  
One thousand nine hundred and NINETY  
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.

for and on behalf of  
Britannia Company  
Formations Limited

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

The Kestrian Group Limited  
International House  
82-86 Deansgate  
Manchester M3 2ER  
Tel: 061-839 1006  
British Document Exchange  
DX10275 Manchester 3  
Fax: 061-832 9927

For official Use  
New Companies Section

COMPANIES HOUSE

Post room  
13 JUN 1990

M

74



## COMPANIES FORM No. 10

**Statement of first directors  
and secretary and intended  
situation of registered office****10**

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

Name of company

\* Insert full name  
of company

\* SCIENTIFIC ANALYSIS LABORATORIES LIMITED

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

|                               |                  |
|-------------------------------|------------------|
| ROYAL ORDNANCE BUSINESS PARK, |                  |
| GREEN LANE,                   |                  |
| PATRICROFT, ECCLES,           |                  |
| MANCHESTER.                   | Postcode M30 0RS |

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



|                            |                 |
|----------------------------|-----------------|
| THE KESTRIAN GROUP LIMITED |                 |
| INTERNATIONAL HOUSE        |                 |
| 82-86 DEANS GATE           |                 |
| MANCHESTER                 | Postcode M3 2ER |

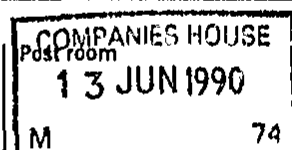
Number of continuation sheets attached (see note 1)

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

The Kestrian Group Limited  
International House  
82-86 Deansgate  
Manchester M3 2ER  
Tel: 061-839 1006  
British Document Exchange  
No. DX10275 Manchester 3  
Fax: 061-832 9927

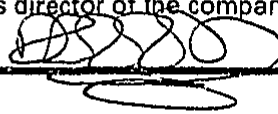
**T M**

For official Use  
General Section

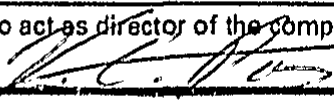



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

|                                                                                             |          |                                  |
|---------------------------------------------------------------------------------------------|----------|----------------------------------|
| Name (note 3)                                                                               |          | Business occupation              |
| MR DAVID WOOD                                                                               |          | ENGINEER                         |
| Previous name(s) (note 3)                                                                   |          | Nationality                      |
| —                                                                                           |          | BRITISH                          |
| Address (note 4) NEW CROFT,                                                                 |          | Date of birth (where applicable) |
| 1, THE AVENUE, MARSTON, NORTHWICH                                                           |          | (note 6)                         |
| CHESTER                                                                                     | Postcode | CW9 6EU                          |
| Other directorships †                                                                       |          |                                  |
| NONE                                                                                        |          |                                  |
| I consent to act as director of the company named on page 1                                 |          |                                  |
| Signature  |          | Date 12TH JUN 1990               |

† enter particulars of other directorships held or previously held (see note 5) - if this space is insufficient use a continuation sheet.

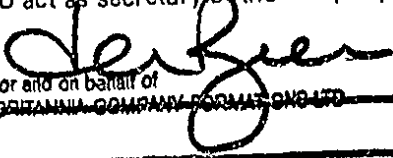
|                                                                                               |  |                                  |
|-----------------------------------------------------------------------------------------------|--|----------------------------------|
| Name (note 3)                                                                                 |  | Business occupation              |
| MR <del>DAVID</del> VICTOR CARL PARR                                                          |  | CHEMIST                          |
| Previous name(s) (note 3)                                                                     |  | Nationality                      |
| —                                                                                             |  | BRITISH                          |
| Address (note 4) 296, HEYWOOD OLD ROAD,                                                       |  | Date of birth (where applicable) |
| MIDDLETON, MANCHESTER                                                                         |  | (note 6)                         |
| Postcode                                                                                      |  | M24 4QG                          |
| Other directorships †                                                                         |  |                                  |
| NONE                                                                                          |  |                                  |
| I consent to act as director of the company named on page 1                                   |  |                                  |
| Signature  |  | Date 12TH JUN 1990               |

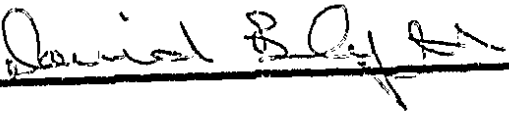
|                                                                                               |  |                                  |
|-----------------------------------------------------------------------------------------------|--|----------------------------------|
| Name (note 3)                                                                                 |  | Business occupation              |
| MR DAVID BLYTH                                                                                |  | SALESMAN                         |
| Previous name(s) (note 3)                                                                     |  | Nationality                      |
| —                                                                                             |  | BRITISH                          |
| Address (note 4) FERNDALE                                                                     |  | Date of birth (where applicable) |
| NEW MOOR RD CADISHEAD                                                                         |  | (note 6)                         |
| M30 5JQ                                                                                       |  | Postcode                         |
| Other directorships †                                                                         |  |                                  |
| NONE                                                                                          |  |                                  |
| I consent to act as director of the company named on page 1                                   |  |                                  |
| Signature  |  | Date 12TH JUN 1990               |

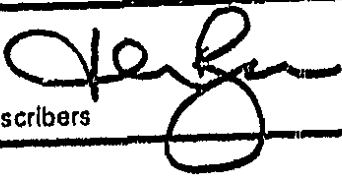
Please do not  
write in  
this margin

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

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)                                                                              |  | BRITANNIA COMPANY<br>FORMATIONS LIMITED |        |
| Previous name(s) (note 3)                                                                       |  |                                         |        |
| Address (notes 4 & 7) THE BRITANNIA SUITE, INTERNATIONAL HOUSE<br>82-86 DEANSGATE<br>MANCHESTER |  |                                         |        |
|                                                                                                 |  | Postcode                                | M3 2ER |
| I consent to act as secretary of the company named on page 1                                    |  |                                         |        |
| Signature      |  | Date 12TH JUN 1990                      |        |
| for and on behalf of<br>BRITANNIA COMPANY FORMATIONS LTD                                        |  |                                         |        |

|                                                                                              |  |                    |         |
|----------------------------------------------------------------------------------------------|--|--------------------|---------|
| Name (notes 3 & 7)                                                                           |  | DAVID BLYTH        |         |
| Previous name(s) (note 3)                                                                    |  |                    |         |
| Address (notes 4 & 7) FERNDALE NEW MOSS ROAD,<br>CADISHEAD, MANCHESTER                       |  |                    |         |
|                                                                                              |  | Postcode           | M30 5TQ |
| I consent to act as secretary of the company named on page 1                                 |  |                    |         |
| Signature  |  | Date 12TH JUN 1990 |         |

|                                                                                                                                  |  |                    |
|----------------------------------------------------------------------------------------------------------------------------------|--|--------------------|
| Signature of agent on behalf of subscribers  |  | Date 12TH JUN 1990 |
|----------------------------------------------------------------------------------------------------------------------------------|--|--------------------|

THE COMPANIES ACT 1985  
PRIVATE COMPANY LIMITED BY SHARES

COMPANY NO.  
INCORPORATED

2514788



# Memorandum of Association

OF SCIENTIFIC ANALYSIS LABORATORIES LIMITED



1. The Company's name is SCIENTIFIC ANALYSIS LABORATORIES LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - (a) To carry on business as providers of analytical services of all descriptions and as developers manufacturers and dealers in scientific instruments of all kinds. and as experts in all their respective branches and as wholesale and retail chemists and druggists dispensing chemists chemical engineers sterilizers dyers cleaners makers of chemical plant and materials nurses outfilters laboratory proprietors charcoal manufacturers metallurgists engineers and metal and woodworkers. To act as analytical and consulting chemists and to undertake analytical and research work of any kind. To carry on business as photographic processors photographers photo-lithographers transfer makers and photo-lithographic printers.



£450 Bar  
763082  
X9

- (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property or rights of the Company.
- (c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.
- (e) To acquire and undertake the whole or any part of the business, goodwill, assets, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.
- (g) To enter into any arrangements with any governments or authorities supreme, local, municipal, or otherwise, or any company or person that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (h) To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.
- (j) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, debenture stock or other securities of any other company.
- (k) To establish or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (l) To advance and lend money or give credit, with or without security to customers and others, to enter into guarantees, contracts or indemnity and suretyships of all kinds, to receive money on deposit or loans and to become security for any persons, firms or companies.
- (m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

- (n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect to the promotion, formation 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 or other securities of the Company.
- (o) To remunerate any person, firm or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a director, employee or otherwise, and his family and dependents; to make payments towards insurance, and to establish form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools, and other institutions for the benefit of any such persons aforesaid.
- (q) To distribute among the members of the Company any property of the Company of any kind or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital of the Company be made except with the sanction for the time being required by law.
- (r) To procure the Company to be registered or recognised in any part of the world.
- (s) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company in any part of the world through or by means of agents, subcontractors or others.
- (t) To improve, develop, manage, grant rights or privileges in respect of, construct, repair, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences in respect of, turn to account, grant options in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.
- (u) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (v) To do all or any of the matters or things aforesaid in any part of the world and to do such matters or things either as principals, agents, contractors or otherwise and by or through agents, contractors, or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that

- (i) The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.
- (ii) The word "Company", except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.

5. The Company's share capital is £ 100,000 divided into 100,000 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.

---

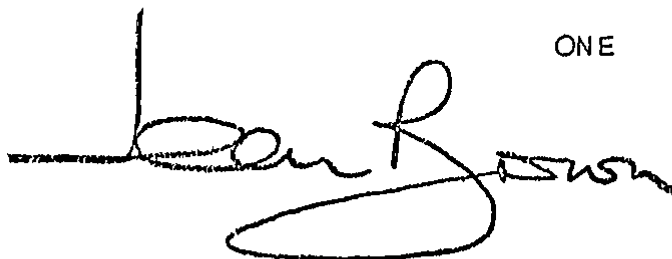
NAMES AND ADDRESSES  
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN  
BY EACH SUBSCRIBER

---

JEAN BROWN

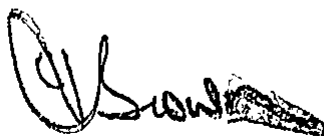
International House  
82 - 86 Deansgate  
Manchester  
M3 2ER



ONE

GRAHAM BROWN

International House  
82 - 86 Deansgate  
Manchester  
M3 2ER



ONE

TOTAL SHARES TAKEN

---

TWO

---

---

Dated 12th JUN 1990

Witness to the above Signatures:

MICHAEL ROBERT SWINBURNE

International House  
82 - 86 Deansgate  
Manchester  
M3 2ER





# Articles of Association

OF *SCIENTIFIC ANALYSIS LABORATORIES LIMITED*

## PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), subject to the additions, exclusions and modifications hereinafter expressed shall constitute the Articles of Association of the Company.

## SHARE CAPITAL

2. The Directors of the Company may (subject to regulations 3 and 4(i) below and section 80 of the Act) allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Act) in the Company on such terms and conditions and in such manner as they shall think proper.
3. The Directors of the Company are generally and unconditionally authorised during the period of five years from the date of incorporation of the Company to allot, grant rights to subscribe for or convert securities into shares in relation to the original shares in the authorised share capital of the Company to such persons at such times and on such terms and conditions as they think fit, subject to the provisions of section 80 of the Act.
4. (i) Subject to any direction to the contrary that may be given by Special Resolution by the Company in General Meeting, any shares which do not comprise the original authorised share capital of the Company shall, before they are issued, be offered to the Members in proportion as nearly as possible to the nominal value of the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the Member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined, and after the expiration of such time or on receipt of an intimation from the Member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The provisions of this paragraph shall have effect only insofar as they are not inconsistent with section 80 of the Act.  
(ii) In accordance with section 91(1) of the Act, section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

## LIEN

5. (i) 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) payable at a fixed time or called in respect of that share. The Company shall also have a first and paramount lien on every share (whether or not it is a fully paid share) standing registered in the name of any Member solely or registered in the names of two or more joint holders for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.  
(ii) Regulation 8 of Table A shall not apply to the Company.

## NOTICE OF GENERAL MEETINGS

6. (i) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed—  
(a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and  
(b) in the case of any other Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.  
(ii) The notice shall specify the time and place of the Meeting and in the case of special business only the general nature of the special business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.  
(iii) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

- (iv) Subject to the provisions of these Articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any General Meetings of the Company or of separate General Meetings of the holders of any class of share capital of the Company shall be given to all the Members, to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and Auditors of the Company for the time being.

- (v) Regulation 38 of Table A shall not apply to the Company.

#### PROCEEDINGS AT GENERAL MEETINGS

7. (i) No business shall be transacted at any Meeting unless a quorum is present at the time the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
- (ii) If such a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine. If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, such adjourned Meeting shall be dissolved.
- (iii) Regulations 40 and 41 of Table A shall not apply to the Company.

#### NUMBER OF DIRECTORS

8. (i) Unless otherwise determined by Ordinary Resolution in General Meeting of the Company the number of Directors (other than Alternate Directors) shall not be subject to any maximum, and the minimum number of Directors shall be one. If and so long as the minimum number of Directors shall be one, a sole Director may exercise all the authorities and powers which are vested in the Directors by Table A and by these Articles. Regulation 89 of Table A shall be modified accordingly.
- (ii) Regulation 64 of Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

9. The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.
10. No person shall be appointed a Director at any General Meeting unless—
- (a) he is recommended by the Directors; or
- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.
11. Subject to regulation 10 above, 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.
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, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors.
13. The Directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

#### DIRECTORS GRATUITIES AND PENSIONS

14. (i) The powers of the Company set out in Clause 3 (p) of the Memorandum of Association may be exercised by the Directors of the Company.
- (ii) Regulation 87 of Table A shall not apply to the Company.

#### PROCEEDINGS OF DIRECTORS

15. (i) A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- (ii) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

#### SECRETARY

16. The first Secretary or Joint-Secretaries of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.

## TRANSFER OF SHARES

17. (i) The Directors may, in their absolute discretion, decline to register the transfer of a share, whether or not it be a fully paid share, and no reason for the refusal to register the aforementioned transfer need be given by the Directors, provided that the right to decline to register such transfer shall not be exercisable in the case of any transfer made pursuant to paragraph (ii) of this Article. The first sentence of regulation 24 of Table A shall not apply to the Company.
- (ii) The Directors shall register the transfer (or, as the case may be, transmission) of any share:
- (1) to any other Member of the Company.
  - (2) to a member of a Member's or deceased Member's immediate family.
  - (3) to the trustees of a trust created by a Member, either by deed or will, or, should there be any change in the trustees to such trust, by the existing trustees to the new trustees, provided that the beneficiaries of the said share consist of a Member of the Company or his immediate family.
  - (4) by the trustees for the time being of any trust as defined in paragraph (3) above, to the beneficiaries of the said share, provided that such beneficiaries consist of a Member of the Company or his immediate family.
  - (5) to the legal personal representatives of a deceased Member, provided that those persons entitled by law to be the beneficiaries of such share are members of a deceased Member's immediate family.
  - (6) by the legal personal representatives of a deceased Member to the deceased Member's immediate family.

The words "immediate family" shall mean the husband, wife, widow, widower, parent or other lineal descendant of a Member or deceased Member, including, as the case may be, those related by adoption.

(iii) No shares shall be transferred to any person who is not a Member of the Company or a member of the Member's immediate family (as defined in paragraph (ii) above) without first being offered to all the remaining Members for the time being of the Company in accordance with the following provisions:

- (1) The Member intending to transfer his shares in the Company (hereinafter called the "intending transferor") shall give notice to the Company in writing of his intention to transfer his shares (hereinafter call the "transfer notice"). The transfer notice shall state the number of shares to be transferred. The transfer notice shall appoint the Company to be the agent of the intending transferor in all matters regarding the transfer of the said shares.
- (2) A transfer notice, once given to the Company shall not be withdrawn, save with the express written consent of the Directors.
- (3) The Company shall upon receipt of the transfer notice instruct the Auditor for the time being of the Company to value the shares comprised in the transfer notice. In carrying out such valuation the following conditions shall apply:
  - (a) The Auditor shall in all matters relating to the valuation be deemed to be acting as an expert and not as an arbitrator.
  - (b) The Auditor shall value the said shares pro rata in relation to the total shares issued in the Company as at the date of the transfer notice, and shall not increase or decrease the value of the said shares by reference to the fact that such shares constitute a majority or minority shareholding in the Company.
  - (c) The costs of the said valuation shall be borne by the intending transferor.
- (4) The Directors shall, within 7 days of receipt of the abovementioned valuation, offer the shares comprised in the transfer notice to all the remaining Members for the time being of the Company. The following conditions shall apply to such offer:

- (a) The offer shall be made in writing and shall state the price at which the shares are offered.
  - (b) The offer shall be made to the remaining Members as nearly as may be to their shareholdings as at the date of the offer. If there remain shares which are not capable of being offered without the creation of fractions of shares, then these shares shall be offered to certain Members of the Company, such Members having been decided on by the drawing of lots by the Directors in such manner as they shall think fit.
  - (c) The offer document shall require each Member to state in writing the number of shares he would be willing to purchase, beyond the number which he is being offered in the offer document, should there remain any shares comprising the offer for which no purchaser can be found. Should there remain any such shares from the original offer, then these shall be transferred to those Members who have indicated their willingness to purchase such additional shares in proportion to their shareholding at the date of the offer document. If there remain shares which are not capable of being offered without the creation of fractions of shares, then these shares shall be offered to certain Members of the Company, such Members having been decided by the drawing of lots by the Directors in such manner as they shall think fit.
  - (d) The offer shall remain open for 21 days from the date on which the offer document is sent to the Members by the Directors.
- (5) If Members are found who are willing to purchase any shares comprised in the offer document ( hereinafter called the "intending transferee") then the Directors shall within 7 days after the date on which the offer document expires give notice in writing to the intending transferor informing him as to the identity of the intending transferee and the number of shares to be transferred to each intending transferee. On receipt of the amount due from the intending transferee the intending transferor shall be bound to transfer the shares comprised in the transfer notice which the intending transferee has offered to purchase.
- (6) Should the intending transferor default in the carrying out of the transfer of any of the shares comprising the offer document, then the Company shall be empowered to receive the purchase monies from the intending transferee and to execute the transfer in favour of the intending transferee.

- (7) Should intending transferees not be found by the expiration of the date of the offer document, then the intending transferor shall be entitled to transfer any shares comprised in the transfer notice which have not been transferred under the terms of the offer document to any person and at any price notwithstanding the provisions of paragraph (i) of this Article. Such transfer shall be completed within 30 days of the expiry of the offer document.

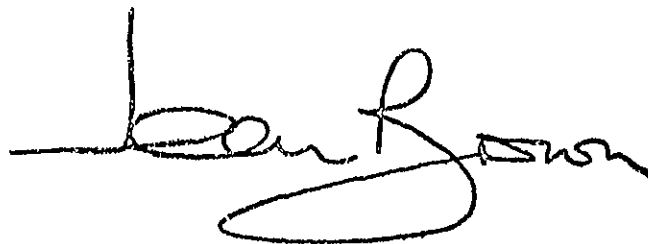
---

NAMES AND ADDRESSES OF SUBSCRIBERS

---

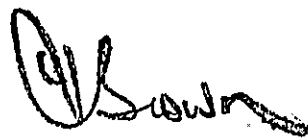
JEAN BROWN

International House  
82 - 86 Deansgate  
Manchester  
M3 2ER



GRAHAM BROWN

International House  
82 - 86 Deansgate  
Manchester  
M3 2ER



---

Dated 12TH JUN 1990

Witness to the above Signatures:

MICHAEL ROBERT SWINBURNE  
International House  
82 - 86 Deansgate  
Manchester  
M3 2ER



FILE COPY



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

No. 2514788

I hereby certify that

**SCIENTIFIC ANALYSIS LABORATORIES 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 22 JUNE 1990

*V J Kendrick*  
MRS V J KENDRICK

an authorised officer





# COMPANIES FORM No. 224

# 224

Notice of accounting reference date  
(to be delivered within 9 months of  
incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies  
(Address overleaf)

Company number

2514788

Name of company

SCIENTIFIC ANALYSIS LABORATORIES LTD

\*insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be  
treated as coming to an end in each successive year is as shown below:

## Important

The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 1 1 2

5 April

Day Month

0 5 0 4

30 June

Day Month

3 0 0 6

31 December

Day Month

3 1 1 2

\* Insert

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

Signed *David B. G. J.* Designation *Director* Date *5th Feb 91*

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

MURRAY SMITH & CO  
GRANGE HOUSE  
GRANGE LANE  
WINSFORD  
CHESHIRE CW7 2BP

For official use

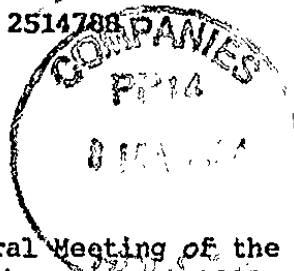
D.E.D

Post room

391 SE  
30

SCIENTIFIC ANALYSIS LABORATORIES LIMITED

Company Number: 2514788



Proceeding of an Extraordinary General Meeting of the Company held at the Registered Office on 24th December, 1993.

Present:

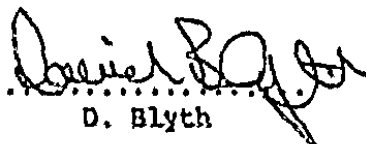
V.C. Parr  
D. Blyth  
D. Wood


BONUS ISSUE OF SHARES

IT WAS RESOLVED THAT £41,977 being part of the undivided profits of the Company available for dividend be capitalised and distributed by way of fully paid up shares as follows:

|           |        |                 |
|-----------|--------|-----------------|
| V.C. Parr | 13,999 | Ordinary Shares |
| D. Blyth  | 13,999 | Ordinary Shares |
| D. Wood   | 13,999 | Ordinary Shares |
| <hr/>     |        |                 |
| 41,997    |        |                 |
| <hr/>     |        |                 |

  
.....  
V.C. Parr

  
.....  
D. Blyth

  
.....  
D. Wood