

Company number: 01171948

Private Company Limited by Shares

Written Resolution

-of-

Moog Controls Limited

(the "Company")

Circulation Date:

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**");

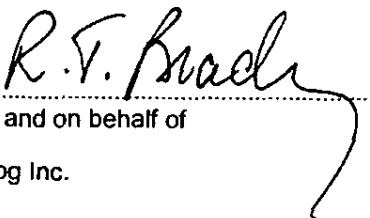
Special Resolution


1. THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

Agreement

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on the Circulation Date stated above, hereby irrevocably agrees to the Resolution: -


For and on behalf of
Moog Inc.


Date

SATURDAY



A56 *ADGTGW6* 128
23/01/2010
COMPANIES HOUSE

Notes

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods: -
 - 1.1 by hand: delivering the signed copy to the Directors at Ashchurch, Tewkesbury, Gloucestershire GL20 8NA;
 - 1.2 by post: returning the signed copy by post to the Directors at Ashchurch, Tewkesbury, Gloucestershire GL20 8NA;
 - 1.3 by email: by attaching a scanned copy of the signed document to an email and sending it to pgarrad@moog.com.

If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, by the date 28 days from the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches the Company (using one of the methods in paragraph 1 above) before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

The Companies Act 2006
Private Company Limited by Shares
NEW
ARTICLES OF ASSOCIATION
(Adopted by Special Resolution passed on 20 January 2010)
of
MOOG CONTROLS LIMITED

1. Interpretation

1.1. In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

appointor: has the meaning given in article 12.1;

Articles: means the company's articles of association for the time being in force;

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Conflict: has the meaning given in article 7.1;

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

executive director: has the meaning given in article 11.1;

holding company: means a company which is the registered holder of not less than 90% of the issued shares of the company;

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles; and

Moog Inc.: means Moog Inc., a company incorporated in New York, USA being the holding company of the company at the date of adoption of these Articles.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1. any subordinate legislation from time to time made under it; and
 - 1.5.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.8. Articles 3, 7.2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17, 38, 42, 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1.9. Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.10. In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.11. Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an

instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

- 1.12. Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

2. Directors' general authority

- 2.1. Subject to these Articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
- 2.2. The directors shall be obliged to carry out any lawful direction made in writing by the holding company for the time being.
- 2.3. Insofar as it is lawful to do so, the holding company may from time to time give written notice to the company in accordance with article 22, restricting any or all of the powers of the directors in the respects and to the extent specified in the notice, in which case:
 - 2.3.1. no person dealing with company shall be concerned to see or enquire as to whether the powers of the director or directors have been restricted in any way under this article 2.3; and
 - 2.3.2. no transaction entered into by the company (including but not limited to the acceptance of any obligation or the grant of any security) with any third party shall be invalid or ineffectual, unless the third party had express notice that the transaction was in excess of the powers of the directors at the time it was entered into.

3. Unanimous decisions

- 3.1. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 3.2. Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 3.3. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

4. Calling a directors' meeting

- 4.1. Any director may call a directors' meeting by giving not less than 2 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

5. Quorum for directors' meetings

- 5.1. Subject to article 5.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 5.2. For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 5.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 5.3.1. to appoint further directors; or
- 5.3.2. to call a general meeting so as to enable the shareholders to appoint further directors.

6. Casting vote

- 6.1. If the numbers of votes for and against a proposal at a meeting are equal, no person shall have a second or casting vote.

7. Transactions or other arrangements with the company

- 7.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:
- 7.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

- 7.1.2. shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 7.1.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.1.4. may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.1.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 7.1.6. shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8. Directors' conflicts of interest

- 8.1. The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- 8.2. Any authorisation under this article 8 will be effective only if:
 - 8.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

- 8.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 8.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 8.3. Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):
 - 8.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 8.3.2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 8.3.3. provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 8.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 8.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
 - 8.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 8.4. Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

- 8.5. The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 8.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9. **Records of decisions to be kept**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

10. **Directors**

- 10.1. Subject to article 10.3, any person who is willing to act as a director, and is permitted by law to do so, may be appointed as a director:
- 10.1.1. by ordinary resolution; or
- 10.1.2. by a decision of the directors.
- 10.2. Unless otherwise determined by ordinary resolution, there shall no maximum number of directors and the number of directors (other than alternate directors) shall not be less than two.
- 10.3. The following persons only shall be eligible for appointment and for continuance in office as directors, namely any person approved by the board of directors of Moog Inc. for so long only as such person is approved by such Board.
- 10.4. The certificate of a director of Moog Inc. as to whether or not any person is approved by the board of directors of Moog Inc. shall be conclusive for all purposes under article 10.3.

11. **Executive Directors**

- 11.1. The directors may from time to time appoint to the office of executive director any employee of the company (an "executive director"). The

executive directors shall have such duties and powers as the directors may from time to time determine.

11.2. The executive directors shall not be entitled to notice or to attend at meetings of the directors, except in cases where the directors resolve that their presence is required and, except as aforesaid, the directors will consult with them on all matters of importance in the general administration of the business of the company, but they shall not vote on any resolution submitted to a meeting of the directors other than a resolution on which the meeting decides that they shall be allowed to vote.

11.3. The appointment of an executive director shall not constitute him as a director within the meaning of the expression as defined in the Companies Act 2006, or for the purposes of these Articles, and he shall remain at all times and in all respects subject to the control of the directors and he may resign at any time or be removed or suspended from office at any time by the directors with or without cause.

12. Appointment and removal of alternate directors

12.1. Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

12.1.1. exercise that director's powers; and

12.1.2. carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

12.2. Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

12.3. The notice must:

12.3.1. identify the proposed alternate; and

12.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

13. Rights and responsibilities of alternate directors

13.1. An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

13.2. Except as the Articles specify otherwise, alternate directors:

13.2.1. are deemed for all purposes to be directors;

13.2.2. are liable for their own acts and omissions;

13.2.3. are subject to the same restrictions as their appointors; and

13.2.4. are not deemed to be agents of or for their appointors and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

13.3. A person who is an alternate director but not a director:

13.3.1. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

13.3.2. may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

13.3.3. shall not be counted as more than one director for the purposes of articles 13.3.1 and 13.3.2.

13.4. A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

13.5. An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

14. Termination of alternate directorship

14.1. An alternate director's appointment as an alternate terminates:

14.1.1. when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

14.1.2. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

14.1.3. on the death of the alternate's appointor; or

14.1.4. when the alternate's appointor's appointment as a director terminates.

15. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

16. Quorum for general meetings

16.1. If and for so long as the Company has one member only, one member entitled to vote on the business transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.

16.2. If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

17. Voting: general

17.1. A resolution of the members must be passed:

17.1.1. where permitted by the Act, as a written resolution in accordance with the provisions of the Act; or

17.1.2. at a meeting of the members ("a general meeting") to which the provisions of these Articles and the Act (as modified or varied by these Articles) apply.

17.2. If and for long as the company has only one member:

17.2.1. any decision that may be taken by the company in general meeting may be taken by that member solely; and

17.2.2. such a decision is as effective as if agreed by the company in general meeting.

17.3. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

17.4. Subject to article 17.5 below, on a vote on a resolution at a general meeting on a show of hands:

17.4.1. each member who, being an individual, is present in person has one vote;

17.4.2. if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and

17.4.3. if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.

17.5. No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of share held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

18. **Poll votes**

18.1. A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

18.2. Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

19. **Issue of Shares**

19.1. Unless the members of the company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this article.

- 19.2. Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively.
- 19.3. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
- 19.4. After the expiration of the period referred to in article 19.3 above, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.
- 19.5. Any shares not accepted pursuant to the offer referred to in article 19.3 and the further offer referred to in article 19.4 or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.
- 19.6. In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

20. **Lien**

- 20.1. The company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the company (whether or not such moneys are presently due and payable).
- 20.2. The company's lien over shares:
 - 20.2.1. takes priority over any third party's interest in such shares; and
 - 20.2.2. extends to any dividend or other money payable by the company in respect of such shares and (if the company's lien is enforced and such shares are sold by the company) the proceeds of sale of such shares.
- 20.3. The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

21. Dividends

- 21.1. Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be:
 - 21.1.1. declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - 21.1.2. apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 21.2. If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 21.3. For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

22. Proxies

- 22.1. Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 22.2. Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

23. Means of communication to be used

- 23.1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 23.1.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was

guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

23.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;

23.1.3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

23.1.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

23.2. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

24. Indemnity

24.1. Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

24.1.1. each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

24.1.1.1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and

24.1.1.2. in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, 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 the court grants him, in his capacity as a relevant officer, relief from liability for

negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

24.1.2. the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

24.3. In this article:

24.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

24.3.2. a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

25. Insurance

25.1. The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

25.2. In this article:

25.2.1. a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

25.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company

or any pension fund or employees' share scheme of the company or associated company; and

25.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.