

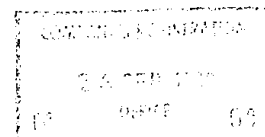
COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

SURVEYING & SCIENTIFIC INSTRUMENTS LIMITED

1. The name of the Company is Surveying and Scientific Instruments Limited.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-
  - (A) To carry on the trade or business of scientific instrument manufacturers and to manufacture produce assemble maintain repair distribute import export and deal in scientific instruments apparatus appliances equipment and components of every description for industrial commercial scientific and other purposes and in materials of all kinds capable of being used in connection therewith and to establish build up and maintain an organisation for the marketing selling retailing servicing advertising and distributing or introducing the products commodities and all kinds of articles and things which may be required for the purposes of the said business and in which the said business deals.



- (B) To carry on any other manufacture, business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property.
- (C) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct, work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.
- (D) To purchase, apply for or otherwise acquire, maintain, renew, develop, finance and otherwise exploit any patents or patent rights, licences, copyright, options or other exclusive rights in relation to any invention or other work in any country whatsoever and to expend moneys of the Company in testing, experimenting upon or improving any such invention or work.
- (E) To purchase or otherwise acquire any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (F) To enter into agreements by way of amalgamation, partnership or sharing of profits or as to scope or area of operations, restricting competition or mutual assistance or otherwise with any person, firm, company or group of persons, firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.

- (G) To sell, exchange, let on lease or on hire or otherwise dispose of, or grant any licence or privilege in respect of, all or any part of the undertaking of the Company as a going concern or otherwise and any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration, whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other Company or otherwise.
- (H) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments, with or without a floating or fixed charge on the undertaking or all or any of the assets of the Company, including its uncalled capital, and generally on such terms and conditions as to redemption or otherwise as the Company may deem fitting.
- (I) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.
- (J) To pay for any property acquired by or services rendered to the Company in cash or by the issue, either as fully or partly paid up, of shares (whether with preferential, ordinary or deferred rights or otherwise), stock, debentures or debenture stock of the Company or by means of such other consideration as the Company may deem fit.
- (K) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (L) To lend money or give credit to any persons, firms, companies or corporations, including customers and others, and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.

- (M) To apply for or promote any Act of Parliament or any charter, provisional order or license or other privilege of or from the Government of the United Kingdom or any department thereof or any local authority or the legislature government or other authority of any other country or state and, to oppose any bill charter, order or proceeding which the Company may deem prejudicial to its interests.
- (N) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of and in any Company or Corporation having objects similar or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.
- (O) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same and to agree to any modifications thereof from time to time.
- (P) To act as or to employ agents, trustees or brokers.
- (Q) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.
- (R) To pay any person or company for services rendered in disposing of any shares, stocks or debentures, to pay any expenses incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other Country or place.
- (S) To make donations to such persons and to subscribe to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past, present or future

employees of the Company (including any Director holding a salaried employment or office in the Company) or their dependents or connections; and to provide pensions and sick benefits and allowances for past and present employees of the Company (including any such Director as aforesaid) and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1948 Section 54 Sub-Section 1.

- (T) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and Ex-Directors of the Company or their Dependents or connections.
- (U) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.
- (V) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Members is limited.

5. The share capital of the Company is £400,000 \* divided into 400,000 shares of One pound each.

\* In accordance with resolution dated 11th August 1988

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Sub- scriber.
ANDREW SEYMOUR COLLINS 1 NEW SQUARE LINCOLNS INN LONDON WC2  Solicitor	1
LESLEY ANN SANKEY 15 FRESHFIELDS ORCHARD RISE SHIRLEY SURREY  Secretary	1

DATED this 17th day of February 1975.

WITNESS to the above Signatures :-

Daphne J. Kac  
 1 New Square Lincoln's Inn  
 London WC2

Secretary

---

COMPANY LIMITED BY SHARES

---

## Articles of Association

OF

SURVEYING AND SCIENTIFIC INSTRUMENTS LIMITED

---

### PRELIMINARY.

1. The Regulations contained in Part II of Table A in the First Schedule to the Companies Act 1948 (including those regulations contained in Part I thereof as under the provisions of the said Part II are applicable to a Private Company) shall apply to the Company so far as the same are not excluded or varied hereby. The following clauses of the said Table A (hereinafter called "Table A") shall not apply to the Company viz:- Clauses 24, 53, 75, 79, 84(2), 84(4), 89, 90, 91 and 92 of Part I thereof and Clauses 3 and 6 of Part II thereof.

2. The Company is a private Company within the meaning of Section 28 of the Act.

3. Subject to the provisions of the next succeeding Article as regards new shares created on an increase of capital, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and at such times as they may think most beneficial to the Company.

4. Subject to any direction to the contrary that may be given by the Company in general meeting, all shares (other than the shares in the original capital of the Company) which it is determined to issue shall in the first instance be offered to the

members in proportion (as nearly as may be) to 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.

5. The original share capital of the Company is £ 100 divided into 100 Shares of £1 each.

6. The lien conferred by Clause 11 of Part I of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or shall be one of several joint holders. Clause 11 of Part I of Table A shall be varied accordingly.

#### RESTRICTION ON THE RIGHT OF TRANSFER OF SHARES

7. (A) Subject as in these Articles provided, a share may be transferred to any member of the Company.

(B) Save as aforesaid, a share shall not be transferred unless it first be offered to the other members at a fair value to be fixed at the cost of the Company by the Company's Auditors. Any member (hereinafter referred to as a "retiring member") wishing to transfer a share or shares otherwise than as aforesaid shall give notice thereof in writing to the Company and such notice (hereinafter referred to as a "transfer notice") shall constitute the Company his agent for the sale, in accordance with the provisions of this Article, of the share or shares comprised therein at the fair value fixed as aforesaid. A transfer notice may not be withdrawn except with the consent of the Directors. After the fixing as aforesaid of the fair value of the share or shares comprised in a transfer notice, the Directors shall proceed to find a purchaser or purchasers therefor amongst the other members. In the case of competition amongst the other members therefor, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of shares, but so that no member shall be required to purchase more shares than he has expressed his willingness to purchase. Any question of difficulty shall be resolved by the Directors in such manner as they think most beneficial to the Company.

(C) Upon the finding of a purchasing member or members the Company shall give notice thereof to the retiring member and the sale or sales shall be completed within seven days thereafter. If the retiring member fails so to complete any such sale, the Directors may nominate some person to transfer the share or shares comprised in such sale to the purchasing member and receive the purchase-money and register the purchasing member as the holder of such share or shares and issue to him a certificate therefor. The retiring member shall deliver up his certificate or certificates for such share or shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him.

(D) If within twenty-eight days after the receipt by the Company of a transfer notice no purchasing member has been found for the share or any of the shares comprised therein, the Directors shall give notice thereof to the retiring member and, in such case and also if a purchasing member has failed duly to complete his purchase, the retiring member may at any time within six months after the transfer notice was given, but subject to the next succeeding paragraph of this Article, transfer the share or shares in question to any person and for any consideration.

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

(F) Any direction, whether by way of renunciation, nomination or otherwise, by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself or some other member, shall be deemed to constitute a transfer notice comprising such share or shares and the foregoing provisions of this Article shall apply accordingly.

(G) The proviso to Clause 32 of Part I of Table A shall be omitted.

#### DEMAND FOR A POLL.

8. Any one member present in person or by proxy at a General Meeting may demand a poll. Clause 58 of Part I of Table A shall be varied accordingly.

DIRECTORS.

9. The number of Directors of the Company shall not be more than nor less than . And the following persons shall be the first Directors of the Company, namely :-

ANDREW SEYMOUR COLLINS and  
LESLIE ANN SANKEY

10. 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 his attaining the age of 70 years or any other age.

11. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

12. A Director, notwithstanding his interest but subject to his complying with Section 199 of the Act, shall be entitled to vote in respect of any contract, matter or arrangement in which he is interested, or 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.

13. A Director may hold any other office or place of profit in the Company except that of Auditor and, in the case of a sole Director, that of Secretary, upon such terms as may be arranged by the Board under and in accordance with Clause 84(3) of Part I of Table A.

ALTERNATE DIRECTORS.

14. (A) Any Director may nominate any person approved by the Board and the Board shall appoint any person so nominated and approved, whether or not he is a member of the Board, to be alternate Director in the place of such Director, and such appointment shall have effect, and such appointee while he holds office as an alternate Director shall be entitled to notice of Meetings of Directors and, in the absence of the Director nominating him, to attend and vote thereat accordingly, but he shall ipso facto vacate office if and when the Director nominating him vacates office as Director, or requests the Board to remove the alternate Director from office, and any nomination or request under

this clause shall be by instrument in writing, addressed to the Company under the hand of the Director making the same.

(B) Any Member of the Board appointed as an alternate Director shall at any meeting of Directors which he attends while he holds office as an alternate Director and at which the Director, whose alternate he is, is not present be entitled to one vote in his own capacity as a Director and one further vote as such alternate Director.

(C) Every person acting as an alternate Director shall be deemed to be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director nominating him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate Director and the Director nominating him.

SECRETARY.

15. The Directors shall comply with Section 177 of the Act, and shall from time to time appoint such person or persons as they shall deem proper to be Secretary of the Company and the provisions of Clauses 110 and 111 of Part I of Table A shall apply to every such appointment.

---

Names, Addresses and Descriptions of Subscribers.

---

ANDREW SEYMOUR COLLINS  
1 NEW SQUARE  
LINCOLNS INN  
LONDON WC2.

Solicitor

LESLEY ANN SANKEY  
15 FRESHFIELDS  
ORCHARD RISE  
SHIRLEY SURREY

Secretary

---

DATED this 17th day of FEBRUARY 1975.

WITNESS to the above Signatures :-

Daphne J. Kao  
1 New Square Lincolns Inn  
London WC2

Secretary

