

The Companies Acts 1985 to 1989

Private Company Limited by Shares

**Memorandum of Association**

**Of**

**Techno Engineering Limited**

**(as amended by a special resolution dated 29<sup>th</sup> September 2009)**

1. The name of the Company is Techno Engineering Limited
2. The company is to be a private limited company
3. The registered office is the Company will be situated in England and Wales
4. The objects for which the Company is established are:-
  - (A) To carry on all or any of the business of general and electrical engineers, manufacturers, designers, assemblers, importers, exporters, repairers, installers, maintainers, hirers, letters on hire, distributors, and agents for the sale of, and dealers in electrical goods, engineering and electrical equipment, plant, machinery, components, accessories, electrical appliances and supplies of every description, tools, jigs, dies and fixtures of all kinds, engineering and electrical consultants, production planners, prototype designers, draughtsman and technicians, cable jointers, heating, lighting, radio and television engineers, designers, distributors, factors, manufacturers and merchants of, and dealers in moulding, shapings, weldings, pressings, assemblies, repetition work and machined castings, metal foundries, converters and moulders, millwrights, metallurgists, boilermakers, smiths and fitters, wiredrawers, tube makers, tin-plate workers, sheet metal manufacturers, workers and dealers, tinnerns, galvanizers, platers, annealers and enamellers, plastic workers and moulders, motor, mechanical, telecommunication, electrical, heating, ventilating, structural and civil engineers, garage and petrol filling station proprietors, haulage and transport contractors, railway, forwarding, passenger and freight agents, insurance and general commission agents and general merchants; to buy, sell, manufacture, alter, manipulate and otherwise deal in vehicles, plant, machiner, fittings, furnishings and implements, tools, materials, products, articles and

WEDNESDAY



A36 \*AUDKPDPS\* 30/09/2009 173  
COMPANIES HOUSE

things capable of being used for the purpose of the foregoing business or any of them, or likely to be required by customers of or persons having dealings with the Company.

- (B) To carry on any other trade or business whatever which can in the opinion of the Board Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (C) To purchase or by other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (D) To apply for register, purchase, or by other means acquire and protect, prolong and renew whether in the United Kingdom or elsewhere any patents, patent rights, brevets, d'invention,, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, 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 and improving any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (E) To provide managerial, executive, administrative, financial, supervisory and consultant services and undertake any duties either for or in relation to or on behalf of any company in which the Company is interested, or generally and in each case, either without remuneration or on such terms as to remuneration as may be agreed, and generally, upon such terms as may be thought fit.
- (F) Either directly or indirectly (including, but without prejudice to the generality of the foregoing, through the medium of any or more subsidiary or associated companies) to enter into, carry on, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertaking, undertakings, activities and businesses of every description and generally to do all such things whatsoever as, in the opinion of the Directors of the Company, may be advantageously carried on by the Company or are calculated directly or indirectly to enhance the value, or render profitable, any of the Company 's property or rights.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licenses, secret processes, machinery, plant stock-in-trade, and any real or personal property of any kind necessary or convenient

for the purposes of or in connection with the Company's business or any branch or department thereof.

- (H) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licenses, easements and other rights in or over, and in any other manner with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (I) To erect, construct, lay down, maintain, enlarge, alter, pull down, remove or replace all such buildings or other works or plan and machinery as may be necessary or convenient for the Company's business, and to contribute to or subsidise the doing of any such things.
- (J) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or a subsidiary (as defined by the said Section) of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business.
- (K) To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business.
- (L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount and for such consideration and subject to such rights, powers, privileges, and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable or any other which the Company has power to issue by way of mortgage and also by way of security for the performance of any contracts or obligations of the Company or other persons or corporations having dealings with the Company or in whose business or undertakings the Company is interested, whether directly or indirectly, and

collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (M) To lend, invest and deal with the monies of the Company upon such securities and in such manner as may from time to time be determined and to advance money or give credit to such persons on such terms as may seem expedient.
- (N) To receive money on deposit or loan upon such terms as the Company may approve and to give gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company.
- (O) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any Company which is for the time being the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or the dependents or connections of any of such persons, to establish and maintain or concur in establishing and maintaining Trusts, funds or schemes (whether contributory or non- contributory) with a view to providing pensions, insurances and other benefits for any such persons as aforesaid, their dependents or connections and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors of the Company, be calculated directly or indirectly to benefit the Company or its officers or employees or the officers or employees of any such holding company or subsidiary as aforesaid and to institute and maintain any club or other establishment or profit sharing or incentive scheme calculated to advance the interests of the Company or its officers or employees of the officers or employees of any such holding company or subsidiary as aforesaid.
- (P) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (Q) To pay for any property or rights acquired by the Company either in cash or fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment or capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode or partly in another, and generally on such terms as the company may determine.

- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by installments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debenture or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (S) To amalgamate with or enter into any partnership or arrangement for sharing profits, union or interest, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell deal with or dispose of any shares, stock or securities or other interests in such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist any such company.
- (T) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (U) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purpose of this Company.
- (V) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made except with the sanction (if any) for the time being required by law.

- (W) To pay all or any of the incorporation and other preliminary expenses of the Company.
- (X) To do all or any of the above things in any part of the world and either principals, agents, trustees, nominees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, subcontractors or otherwise.
- (Y) To do all such other things as are incidental or conducive to the above subject or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership, Government or any statutory, municipal or public body, any body corporate, association, syndicate or other body of persons, whether incorporated or unincorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each of the paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur of the name of the Company, but may be carried out in as full and as ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

- 5. The liability of members is limited.
- 6. The current share capital of the Company is £1,400,000 divided into 50,000,000 ordinary of £0.01p each, 500,000.00 "B" Ordinary Shares of £1.00 each and 400,000 redeemable participating preference shares of £1.00 each.

The Company has power to increase and share capital and to divide the shares (whether original or increases) into several classes or attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

**By a Special Resolution dated 31<sup>st</sup> March 1986 the name of the Company was changed from Quoteplan Limited to Jenkins & Davies (Mechanical Engineering) Limited.**

**By a Special Resolution dated 18<sup>th</sup> April 1986 the name of the Company was changed from Jenkins & Davies (Mechanical Engineering) Limited to Techno Engineering Plc.**

WE, the several persons whose names, addresses and descriptions 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 opposite our respective names.

---

Names, Addresses and Descriptions  
of Subscribers

Number of Shares  
taken by each  
subscriber

David John Grant  
Epsworth House,  
25/35 City Road  
LONDON  
EC1Y 1AA

One

John Regan  
Epsworth House  
25/35 City Road  
LONDON  
EC1Y 1AA

One

Total Shares Taken

Two

Dated this 1<sup>st</sup> day of November 1985

Yap Kim Lan  
Epsworth House  
25/35 City Road,  
London  
EC1Y 1AA

**ARTICLES OF ASSOCIATION  
OF  
TECHNO ENGINEERING LIMITED**

**(AS ADOPTED BY SPECIAL RESOLUTION DATED 29<sup>TH</sup> SEPTEMBER 2009)**

**1 Preliminary**

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ('Table A') shall apply to the company except in so far as they are excluded or varied by these articles.
- 1.2 Expressions defined in regulation 1 of Table A shall where the context admits bear in these articles the meanings so defined.
- 1.3 Regulations 41, 59, 64, 73-78, 80 and 94-97 of Table A do not apply to the Company.

**2 Share capital**

- 2.1 The present share capital of the Company is £1,400,000 divided into 50,000,000 ordinary shares of £0.01 each, 500,000 B Ordinary shares of £1.00 each and 400,000 redeemable participating preference shares of £1.00 each
- 2.2 The ordinary shares and redeemable participating preference shares shall have and enjoy the following rights subject to the following obligations:
  - (a) Each of those redeemable participating preference shares shall confer:
    - (i) a right to receive out of the distributable profits of the Company available for distribution a fixed cumulative dividend of 6 pence per share per year on the amount for the time being paid up or credited as paid up thereon payable on 31 January in each year which shall accrue and be paid in priority to the

payment of dividends on all other classes of shares in the Company but which shall begin to accrue and cumulate only on the ninetieth day after the date of issue of those shares on a pro-rata basis; and

- (ii) a right to a participating dividend per share equal to 5% of the profit after tax (as shown in the latest audited accounts of the company) divided by the number of issued shares in this class. The dividend will be paid 30 days after the date on which the auditors sign their report on the accounts and will only be paid on shares which are in issue on the date of the audit report and which have been in issue for a period of at least 12 months ending on that date;
- (b) the redeemable participating preference shares shall carry no votes at any general meeting of the Company whether on a show of hands or on a poll save that on any resolution to modify the rights attaching to those redeemable participating preference shares the holders of those shares present in person or by proxy at the general meeting of the Company at which such a resolution is proposed shall have such number of votes whether on a show of hands or a poll as shall ensure that they are able to exercise the majority of the votes which may be cast on such resolution;
- (c) save only in the case of any redemption of the redeemable participating preference shares of the Company, any interest (whether legal or beneficial) in those shares shall not be transferable in any circumstances whatsoever (except upon the death of an individual having a beneficial interest in the shares whereupon the beneficial interest may pass to the personal representatives of the individual) unless prior written notice of a proposed transfer has been given to the Company and all members of the Company owning ordinary shares of the Company at the date of receipt of any such notice have previously assented in writing to that transfer (provided that those members shall be under no obligation to give such assent and may refuse to assent to any proposed transfer in their absolute discretion without being obliged to give reasons for their refusal) and in the event of any purported transfer of such redeemable participating preference shares or interest therein

without such assent the purported transferee shall not be entitled to be registered as a holder of such redeemable participating preference shares nor shall any transfer of any interest in those shares be valid;

- (d) on any winding-up of the Company each of the redeemable participating preference shares shall confer a right to receive the sum of £1 per share as a return of capital on those shares together with any accrued but unpaid dividends on those shares out of the assets of the Company in preference to the rights of holders of all other classes of shares in the Company but the holders of the redeemable participating preference shares shall have no other rights to participate in any distribution of the assets of the Company;
- (e) the redeemable participating preference shares shall be redeemable by the holder or holders thereof for the time being following delivery of 30 days' written notice of redemption to the Company (in such form as the directors of the Company may from time to time prescribe):

On any such redemption each such share shall confer a right to a fixed redemption sum of £1 per share together with a sum representing any dividend accrued but unpaid on such share. On the Redemption Date (as defined below) the Company shall redeem the redeemable participating preference shares and the holder of the redeemable participating preference shares shall be bound to deliver to the Company the certificates for the redeemable participating preference shares so redeemed on that Redemption Date. For the purposes hereof "Redemption Date" shall mean the thirtieth day following delivery to the Company of written notice of redemption (or if such day is not a business day, the business day next following such thirtieth day);

- (f) as from a Redemption Date in respect of any redeemable participating preference shares the preferential dividend shall cease to accrue thereon and the redeemable participating preference shares shall be treated as having been redeemed, whether or not the certificates therefore have been delivered to the Company and the

redemption monies paid and such redemption monies if unpaid shall constitute a debt of the Company subject to all the provisions of these Articles relating to monies payable in or respect of a share

- (g) if the holder of the relevant redeemable participating preference shares shall fail or refuse to deliver up the certificate held by him at the time fixed for the redemption of such shares or shall fail or refuse to accept payment of the redemption monies payable in respect thereof the redemption monies payable to such holder shall be set aside and paid into an interest bearing account with the Company's bankers and such setting aside shall be deemed for all purposes to be a payment to the holder and all the holder's rights as holder of the redeemable participating preference shares shall cease and determine as from the relevant Redemption Date fixed for the redemption of such shares and the Company shall thereby be discharged from all obligations in respect thereof. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon except such interest as the said monies may earn whole on deposit less any expenses incurred by the Company in connection therewith;
- (h) the receipt of the registered holder for the time being of the redeemable participating preference shares or in the case of the joint registered holders the receipt of any of them for the monies payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof
- (i) the redeemable participating preference shares shall be redeemable in whole or in part (after 60 days from the date of the issue of such shares as are to be redeemed under this Article by the Company at any time on service of 30 days' prior written notice of redemption on the holder of those shares which are to be redeemed (such notice to expire at any time after such 60 day period) and on any such redemption each said share shall confer a right to a fixed redemption sum of £1 together with a sum representing any accrued but unpaid dividend on such shares
- (j) the holder or holders of redeemable participating preference shares shall not take any steps to prevent the ordinary shareholders of the Company from petitioning the Court for an order that the Company be wound up on the grounds that it would be

just an equitable to wind up the Company if any such ordinary shareholders take steps to do so and they shall not take any steps to oppose such petition

- (k) for the purposes of identification each of those redeemable participating preference shares shall be separately and sequentially numbered

- 2.2 In regulation 2 of Table A there shall be substituted for the words following 'issued with' the words 'or have attached to it such rights or restrictions as the company may by special resolution determine'.

### **3 Lien and forfeiture**

- 3.1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the company. The registration of a transfer of a share shall operate as a waiver of any lien of the company on that share.
- 3.2 In regulation 8 of Table A there shall be substituted for the words 'any amount payable in respect of it' the words 'all distributions and other moneys or property attributable to it'; and the same words shall be substituted in regulation 19 for the words 'all dividends or other moneys payable in respect of the forfeited shares'.

### **4 Alteration of share capital**

- 4.1 In regulation 32 of Table A there shall be inserted after the words 'the resolution may' in paragraph (c) the parenthesis '(if it is a special resolution)'.
- 4.2 In regulation 33 of Table A the parenthesis '(including, subject to the provisions of the Act, the company)' shall be omitted.

### **5 Proceedings at general meetings**

- 5.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting if convened on the requisition of members shall be dissolved. In any other case

it shall stand adjourned to such day and at such time and place as the directors determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

- 5.2 On a show of hands or on a poll votes may be given either personally or by proxy.

## **6 Votes of members**

- 6.1 In regulation 54 of Table A there shall be inserted after the second occurrence of the words 'every member' the words 'present in person or by proxy'.
- 6.2 In regulation 61 of Table A there shall be substituted for the words following 'the instrument appointing a proxy shall be in' the words 'any form which enables the members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used'.

## **7 Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

## **8 Disqualification of directors**

In regulation 81 of Table A there shall be inserted in paragraph (d) after the words 'to the company' the words 'left at the registered office of the Company'.

## **9 Retirement of directors**

The directors are not subject to retirement by rotation. The final two sentences of regulation 79 of Table A do not apply to the Company.

## **10 Proceedings of directors**

- 10.1 A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.
- 10.2 Subject to disclosure in accordance with Section 177 of the Companies Act 2006, a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

## **11 Dividends**

In regulation 104 of Table A there shall be inserted after the words 'as from a particular date' the words 'or to a particular extent'.