



Company No. 03412520

CIRCLEFAST LIMITED

The following resolutions were duly passed by the Company as Special Resolutions on 19th day of September 1997:-

Special Resolutions



1. That the Company's name be changed to SCS Automation and Control Limited.
2. That the Company's Articles be amended as follows :-
 - (i) The following shall be added as Article 1(c):-

Regulation 50 of Table A shall not apply to the Company and in Regulation 88 of Table the sentence "In the case of an equality of votes, the chairman shall have a second or casting vote" shall not apply to the Company.

- (ii) The current Article 14 shall be deleted and replaced with the following

TRANSFER OF SHARES

14. (a) No member nor any other person entitled to any share in consequence of the death or bankruptcy of a member or the winding up or other dissolution of a member which is a body corporate may sell, transfer, transmit, renounce or otherwise dispose of or deal with any share in the Company or any right or interest therein otherwise than in accordance with the following provisions of this Article 14 (and so that all references to any share shall include any such right or interest) nor shall the Company purchase any of its own shares until the pre-emption rights contained in this Article have been exhausted
- (b) A member or any such other person as is referred to in Article 14(a) who wishes to sell, transfer or otherwise dispose of or deal with all or any of his shares ("the Selling Member") shall give a

written notice of sale thereof ("Transfer Notice") to the Company. A separate Transfer Notice shall be given in respect of each different class of share and such Transfer Notice :-

- (i) shall specify the number of shares the Selling Member wishes to sell ("the Offered Shares")
 - (ii) shall specify the price per share he is willing to accept for the Offered Shares ("the Offer Price"); and
 - (iii) may contain a provision ("a Total Transfer Condition") that unless all the shares comprised therein are purchased none shall be sold. If no Total Transfer Condition is included in the Transfer Notice, the Offered Shares shall be offered for sale free of any such Condition
- (c) The receipt by the Company of the Transfer Notice shall constitute the Company the agent of the Selling Member for the sale of the Offered Shares (together with all rights then attached or accruing thereto) in accordance with this Article
- (d) If the Offer Price shall be agreed between the Selling Member and the Board within 10 business days of the service upon the Company of the Transfer Notice, such price shall be the Prescribed Price. Otherwise the Directors shall request the auditors for the time being of the Company ("the Accountants") to determine the sum per Offered Share considered by them to be the fair price thereof as at the date upon which the Transfer Notice is served upon the Company and the sum per share so determined (save for any manifest error which shall be immediately rectified) shall be the Prescribed Price. The fair price shall be determined by the Accountants on the basis of the sum which in their opinion in an arm's length sale a willing purchaser would offer to a willing vendor for the offered shares (assuming if the Company and its subsidiaries, if any, are then carrying on their respective businesses as going concerns, that they will continue to do so and without change in the accounting principles and standards being followed or applied by the Company at the date of the valuation). The Accountants may make such adjustments as they consider necessary, having regard to the rights, benefits and restrictions attaching or relating to all classes of shares in the Company and to allow for any rights which may be outstanding whereunder some person may call for the issue of further shares. The valuation shall be given in the

form of a report signed by the Accountants addressed to the Directors and each member ("the Accountants' Report")

- (e) The Accountants shall act hereunder as experts and not as arbitrators and their determination shall be final and binding on all persons concerned. The costs and expenses of the Accountants in valuing those shares shall be borne equally between the Selling Member on the one hand and the purchaser of those Shares (or if there shall be more than one purchaser, by the purchasers in the proportions in which the shares are purchased by them) on the other hand.
- (f) The Company shall procure that the Accountants are promptly provided with such information, documentation and assistance as the Accountants may from time to time reasonably require to enable them to determine the fair price pursuant to this Article, and the Company will use its reasonable endeavours to procure that the Accountants shall determine the fair price and issue the Accountants' Report as expeditiously as possible
- (g) If the Prescribed Price is specified by the Selling Member and is agreed by the Board as aforesaid the Prescribed Period shall commence on the date upon which the Prescribed Price is agreed and expire on the Acceptance Date (as defined in Article 14(i)). If the Prescribed Price is not specified and agreed the Prescribed Period shall commence on the date on which the Accountants' Report has been received by the Directors and shall expire on the Acceptance Date. Pending the commencement of that Period the Directors shall defer the making of the offer referred to in Article 14(i)
- (h) Within 10 business days of the commencement of the Prescribed Period the Company shall by notice in writing offer the Offered Shares on exactly the same terms and conditions to all members holding ordinary shares (other than the member to whose shares the Transfer Notice relates or any member who by virtue of Article 15 is bound to give a Transfer Notice in respect of the shares held by him) for purchase at the Prescribed Price pro rata (or as nearly as practical) to the number of ordinary shares held by them respectively at the close of business on a date decided upon by the Board and which falls in the period of 14 days immediately before the date of the offer but subject to the right of each member to give notice of his desire to purchase in excess of his proportionate entitlement in accordance with Article 14(i)(iv)

- (i) The offer referred to in Article 14(h) shall state, inter alia,:-
- (i) the number of the Offered Shares, the number offered to the member concerned and that he may purchase all or some of the shares so offered
 - (ii) the Prescribed Price and whether the offer is subject to a Total Transfer Condition
 - (iii) that if such offer is not accepted by the member concerned by written notice given to the Company by not later than a specified date (which shall not be earlier than the fifteenth business day or later than the twentieth business day after the date of the offer) ("the Acceptance Date") it will be deemed to have been declined
 - (iv) that if there be more than one member other than the Selling Member and any such member to whom such notice is given desires to purchase Offered Shares in excess of his proportionate entitlement, he must state in his reply how many excess Offered Shares (an "Excess Claim") he desires to purchase
 - (v) that if a member or members willing to purchase all the Offered Shares shall not be found by the Acceptance Date the provisions of Article 14(l) shall apply
- (j) If or to the extent that all such members do not accept the offer in respect of the full amount of their respective proportionate entitlements, the unclaimed Offered Shares shall be used in or towards satisfying the Excess Claims in proportion (or as nearly as practical) to the number of ordinary shares in the Company held respectively at the close of business on the date decided upon by the Board pursuant to Article 14(h) by the members making the Excess Claims provided that no member shall be obliged to purchase more Offered Shares than he has agreed to buy. If any Offered Shares shall not be capable, without fractions, of being offered to such members in the said proportions, the same shall (to the extent that fractions would arise) be offered to such members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Board

- (k) If on or before the Acceptance Date written notice from any member accepting the offer at the Prescribed Price in respect of all or any of the Offered Shares shall be received by the Company there shall, subject to Article 14(h), be a binding contract of sale between such member and the Selling Member in respect of all the Offered Shares which that member has agreed to purchase or, as the case may be, such number of those Shares as he may be entitled to purchase pursuant to Article 14(h) and the Company shall promptly give notice thereof to the Selling Member and that member
- (l) If a member has (or members have) not agreed to purchase all the Offered Shares in accordance with this Article 14 within the Prescribed Period the Company shall give written notice thereof to the Selling Member within 5 business days after the end of the Prescribed Period or, if the Company shall within the Prescribed Period give to the Selling Member written notice that the Company has no prospect of finding members to purchase the Offered Shares or any of them, then in such circumstances:-
- (i) if he has included a Total Transfer Condition in the Transfer Notice the Selling Member may refuse to sell any of the Offered Shares to anyone and retain all of them in which event the Transfer Notice shall be deemed to have been revoked; or
 - (ii) if he has not included a Total Transfer Condition in the Transfer Notice, the Selling Member shall sell those of the Offered Shares which he is bound to sell and which other members are bound to purchase and in respect of the rest may either keep all or some of them or within 90 days of the expiry of the Prescribed Period (subject to the provisions of Article 16) sell all or some of them to a third party or parties for a price being not less in value than the Prescribed Price (after making such adjustments as shall be fair and reasonable to take account of any difference in any such price arising from the Offered Shares being sold or offered for sale with or without the benefit of any dividend or other distribution); or
 - (iii) if he has included a Total Transfer Condition in the Transfer Notice, the Selling Member may, within 90 days of the expiry of the Prescribed Period (subject to the provisions of Article 16) sell all (but not some) of the

Offered Shares to a third party or parties for a price being not less in value than the Prescribed Price, after making such adjustment as is referred to in the preceding paragraph (b) PROVIDED THAT:

- (1) before approving any instrument of transfer relating to any shares sold to any third party in accordance with paragraphs (ii) or (iii) above the Directors may require to be satisfied in such manner as they may reasonably require that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever (save as aforesaid) to the purchaser and if not satisfied may refuse to register the instrument of transfer; and
- (2) The Selling Member shall by written notice given to the Company within 5 business days after service upon him of the Company's said notice elect to sell or retain the Offered Shares in accordance with paragraph (i) or (ii) or (iii) above, and if he shall not so elect the Selling Member shall be deemed to have elected to proceed under paragraph (ii) above even though a Total Transfer Condition may have been included in the Transfer Notice
- (iv) At the end of the said 90 day period the pre-emption provisions contained in this Article shall again become fully effective, and if he wishes to sell all or any of the Offered Shares that have not yet been sold during the said period, the Selling Member shall be required to serve a further Transfer Notice in respect thereof
- (m) All of the members holding all of the issued ordinary shares in the Company may, if they all think fit, agree in writing to waive the provisions of this Article in relation to the transfer of any shares and any such decision shall be final and binding on the Company and all members and other persons
- (n) (i) Completion of the sale and purchase of any Offered Shares pursuant to this Article shall take place at the Company's registered office for the time being (or such other premises as the Selling Member and purchasing member may agree) at such time and on such date as may be notified to the

Selling Member and the purchasing member by the Directors, such date being within 15 business days after (a) a contract of sale has been concluded hereunder in respect of Offered Shares or (b) the fulfilment of any Total Transfer Condition included in the Transfer Notice in respect of the Offered Shares, whichever is the later

- (ii) An obligation to sell any Offered Shares pursuant to this Article shall (unless otherwise agreed between the relevant parties) be deemed to be an obligation to sell the entire legal and beneficial interest in such shares free from all liens encumbrances charges and other adverse claims and with the benefit of all rights attaching or accruing thereto as are referred to in Article 14(d). On completion the Selling Member shall deliver up the share certificate or certificates relating to the shares to be sold together with a duly executed transfer or transfers in favour of the proposing purchaser or purchasers who shall deliver to the Selling Member a banker's draft in the Selling Member's favour drawn on a London Clearing Bank for the amount of the purchase price and available for credit following presentation to the relevant bank
- (iii) If in any case a Selling Member, after becoming bound to transfer any of the Offered Shares to a purchasing member, shall default in transferring such shares to the purchasing member, that Selling Member hereby appoints the Company as his attorney (with full power to appoint substitutes and to sub-delegate) to execute complete and deliver in the name of and on behalf of the Selling Member or otherwise a transfer or transfers in respect of such shares in favour of the purchasing member. The Company may receive the purchase money payable in respect of the shares in question and shall hold the same in trust for the Selling Member, and following completion of the sale of such shares shall cause the name of the purchaser to be entered in the Register of Members as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser who shall not be bound to see to the application of such money, and after the name of the purchaser has been entered in the Register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person and the purchaser shall be

indefeasibly entitled to such shares. The Power of Attorney contained herein being coupled with an interest shall be irrevocable and the Selling Member shall on demand ratify and approve all acts and things done or purported to be done in the exercise of such Power of Attorney. The Selling Member shall be bound in any such case to deliver his Share Certificate(s) relating to the Offered Shares in question to the Company and upon delivery shall be entitled to receive the said purchase price, without interest, and if such Certificate(s) shall comprise shares other than the Offered Shares the Company shall issue to him a balance certificate in respect thereof

- (o) No share nor any interest in any share shall be held by any member as a nominee for any person. If any member shall be in breach of this Article 14(o) he shall be bound to give a Transfer Notice forthwith in respect of all shares held by him in that capacity in accordance with Article 13
- (p) Save as otherwise provided herein, except with the prior written consent of the Board, a Transfer Notice shall be irrevocable. Time shall be of the essence for the purposes of this Article 14

(iii) The following shall be added as new Articles 15 and 16

COMPULSORY TRANSFER NOTICES AND PROVISIONS RELATING TO TRANSMISSION OF SHARES

- 15. (a) In these Articles, unless the context otherwise requires:
 - (i) a "Relevant Event" means, in relation to a member being an individual:-
 - (1) such member becoming bankrupt or dying; or
 - (2) such member suffering from mental disorder and either:
 - (A) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (B) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental

disorder for his detention or for the appointment of a receiver, curator bonis or other person to e or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs

- (ii) "the Relevant Shares" means all shares held by the member concerned including without limitation any shares allotted, transferred or issued to that member or (in such capacity) to any Successor of that member after the occurrence of a Relevant Event in relation to that member
 - (iii) a "Successor" means any person becoming entitled to any shares held by a member directly in consequence of a Relevant Event having occurred in relation to that member
- (b) Any Successor becoming entitled to any shares in consequence of the death of a member (including without limitation any shares allotted, transferred or issued to that Successor in that capacity and/or the deceased member after his death) shall :-
- (i) in accordance with Article 15(c) serve a Transfer Notice in respect of such shares and within that period produce such evidence of his title to such shares as the Board may properly require
 - (ii) be entitled in addition to the rights referred to in Regulation 31 of Table A to attend and vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company and to exercise the other rights attaching to such shares (including the right to appoint a proxy) and shall be counted in the quorum at any such meeting and be bound by the provisions of the Articles as if he were the registered holder of such shares and notice of any such meeting shall be given to the Successor for this purpose in accordance with Regulation 116 of Table A and these Articles shall be construed accordingly Provided That :-
 - (1) such entitlement shall cease forthwith if the Successor shall fail to comply with Article 15(c) or shall transfer or otherwise dispose of such shares or any interest therein; and

- (2) nothing contained in this Article 15(b) shall affect the Successor's rights in relation to such shares if he becomes the registered holder of them or any of them
- (c) If a Relevant Event shall occur in relation to a member, that member, or his Successor as may be appropriate, shall forthwith give written particulars of the Relevant Event to the Company and shall within 120 days of the date of the occurrence of the Relevant Event serve a Transfer Notice in respect of all Relevant Shares held by that member or his Successor
- (d) All of the members holding ordinary shares may, if they all think fit, agree in writing to waive the provisions of Article 15(c) in any particular case and any such decision shall be final and binding on the Company and all members and other persons
- (e) If or to the extent that there shall be any default in complying with the provisions of Article 15(c) then a Transfer Notice in respect of the Relevant Shares shall be deemed to have been served upon the Company on the date when the Directors receive actual notice of such default and the provisions of these Articles in relation to Transfer Notices shall apply to such deemed Transfer Notice subject to the following exceptions and variations:
 - (i) The Prescribed Price of the Offered Shares shall be the fair price thereof as determined by the Accountants on the basis of and in accordance with the provisions of Article 14(d) and as if they were the Accountants appointed thereunder save that the fees and expenses of the Accountants in determining the fair price of the Offered Shares shall be borne solely by the Selling Member and the Offered Shares shall be offered pursuant to Article 14(i) within 10 business days of receipt by the Directors of the Accountants' Report in respect of the Offered Shares or of a copy of such Report. The Accountants shall be appointed to act by the Company within 10 business days of the Transfer Notice having been deemed to have been served on the Company but if the Company shall default in doing so, the Accountants may be appointed by the Selling Member or his Successor on behalf of the Company

- (ii) The Transfer Notice shall be deemed not to include a Total Transfer Condition
- (iii) If any of the Offered Shares shall not be sold to the members or any of them ("the Unsold Shares") pursuant to the offer made to them then the Selling Member or his Successor may after the expiration of the period during which the Unsold Shares might have been purchased by a member or members be entitled to sell the Unsold Shares in accordance with paragraph (ii) of Article 14 (I) or elect at any time during the 90 day period referred to in Article 14(I) to become or remain as the registered holder of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a Transfer Notice in respect of any Unsold Shares)
- (f) Regulations 30 and 21 shall be varied in accordance with this Article 13

APPROVAL OF SHARE TRANSFERS

- 16. (a) No member nor any Successor shall dispose of any share except by means of a transfer and each such transfer shall in the case of a transfer of a share which is not fully paid up be signed by the transferee as well as the transferor
- (b) Each transfer of a share shall be approved by the Board who may in their absolute discretion, and without assigning any reason therefor, refuse to register the transfer of a share if the transferee is an infant or bankrupt or, if he were a Director of the Company, he would be liable to vacate that office under paragraph (c) of Regulation 81 of Table A or the transfer is of a share which is not fully paid up
- (c) The Board may also refuse to register any transfer:-
 - (i) of any share (whether or not it is a fully paid share) not being a transfer made pursuant to Article 14
 - (ii) in respect of any share over which the Company has a lien
 - (iii) if it has not been duly stamped

- (iv) in any of the circumstances mentioned in paragraphs (a) - (c) inclusive of Regulation 24 of Table A
- (d) The Register of Transfers may be closed at such times and for such period as the Directors may from time to time determine provided that it shall not be closed for more than 21 days in any calendar year
- (e) Subject to the terms of this Article 16 and Article 14(1) if the provisions of these Articles of Association shall have been complied with the Board shall register any transfer of a share



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Director

