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COMPANIES FORM No. 12

12**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

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22 01740

Name of company

* OXFORD CHEMICALS LIMITED

* insert full
name of Company

I, GRAHAM NEIL ARAD
of 17 Grosvenor Street,
London
W1X 9FD

† delete as
appropriate

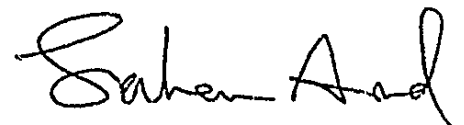
do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
~~person named as director or secretary of the company in the statement delivered to the registrar under~~
~~section 10(2)(1) and that all the requirements of the above Act in respect of the registration of the above~~
company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 26 Grosvenor Street
London W1

Declarant to sign below

the 3rd day of November
One thousand nine hundred and seven
before me Carl Allen



A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

CARL ALLENPresenter's name address and
reference (if any):

Robert Gore and Company
17 Grosvenor Street,
London
W1X 9FD

For official Use

New Companies Section

Post room

COMPANIES REGISTRATION 2 1 NOV 1987 M OFFICE	COMPANIES REGISTRATION 4 NOV 1987 M OFFICE 49
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COMPANIES FORM No. 10

10**Statement of first directors
and secretary and intended
situation of registered office**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

Name of company

* OXFORD CHEMICALS LIMITED

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

2 Shires Road,
Brackley,
Northamptonshire

Postcode NN13 5EZ

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

X

Robert Gore and Company,
17 Grosvenor Street,
London

Postcode W1X 9FD

Number of continuation sheets attached (see note 1)

Presentor's name address and
reference (if any):Robert Gore and Company,
17 Grosvenor Street,
London
W1X 9FDFor official Use
General SectionPostroom:
COMPANIES REGISTRATION
- 4 NOV 1987
M OFFICE 49COMPANIES REGISTRATION
21 NOV 1987
M OFFICE 49

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

Please do not write in this margin

Name (note 3) <u>DUNCAN PHILIP MULLIS</u>		Business occupation
		Chemist
Previous name(s) (note 3) <u>None</u>		Nationality
Address (note 4) <u>38 The Green,</u>		British
<u>Brackley, Northamptonshire</u>		Date of birth (where applicable)
	Postcode <u>NN13 5EZ</u>	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <u>X Duncan P Mullis</u>		Date <u>30-10-87</u>

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

Name (note 3) <u>JACKELINE N. MULLIS</u>		Business occupation
		COMPANY DIRECTOR
Previous name(s) (note 3) <u>BOLDUC</u>		Nationality
Address (note 4) <u>38 THE GREEN, EVENLEY</u>		BRITISH
<u>BRACKLEY, NORTHANTS</u>		Date of birth (where applicable)
	Postcode <u>NN13 5EZ</u>	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <u>J Mullis</u>		Date <u>30th October 1987</u>

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		
		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Please do not
write in
this margin

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

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7) WESCO NOMINEES LIMITED		
Previous name(s) (note 3) None		
Address (notes 4 & 7) 17 Grosvenor Street,		
London		Postcode W1X 9FD
I consent to act as secretary of the company named on page 1		
Signature	<i>John Aird for WESCO NOMINEES LTD</i>	Date 30.10.87

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the subscribers

Signature of agent on behalf of subscribers	Date
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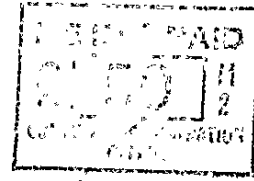
delete if the form is
signed by an agent on
behalf of the subscribers

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	<i>[Signature]</i>	Date 30-10-87
Signed	<i>[Signature]</i>	Date 30-10-87
Signed		Date
Signed		Date
Signed		Date
Signed		Date

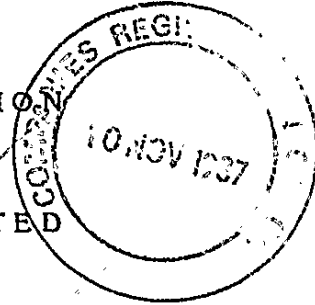
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THE COMPANIES ACT 1985



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
CHEMICALS *Per*
OXFORD ~~INGREDIENTS~~ LIMITED

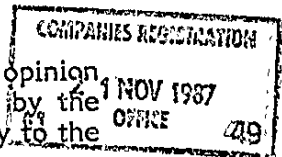


1. The name of the Company is Oxford *Chemicals Per* ~~Ingredients~~ Limited.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-



(A) To carry on the business of manufacturing wholesale and retail chemicals and of manufacturers and reliners of and dealers (whether by wholesale or retail) in all kinds of chemicals acids salts alkalines antibiotics drugs pharmaceuticals medicinal and chemical preparations articles and compounds (whether of animal vegetable or mineral origin) dyes cosmetics paints pigment oils varnishes resins and synthetic and man-made materials and fabrics of whatsoever nature; and to carry on the business of manufacturers and dealers (whether by wholesale or retail) in all kinds of scientific electrical chemical photographic surgical and other apparatus and of wholesale and retail chemistry and druggists and of the dispensing of medicines and of manufacturing chemicals and druggists and to carry on all or any of the businesses of manufacturers buyers sellers and distributing agents of and dealers in all kinds of patent pharmaceutical medicinal and medicated preparation patent medicines drugs herbs perfumes creams hair dressings washes pomades dyes cosmetics skin preparations soaps oils oleaginous and vaporareous substances beauty specialities preparations and accessories of every description and pharmaceutical medicinal proprietary and industrial preparations compounds and articles of all kinds.

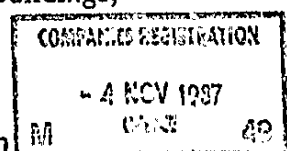
(B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company whether or not in connection with or as ancillary to the general business of the Company.



(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings,

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easements, rights, privileges concessions, patents, patent rights, licences, 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.

- (D) To act as financiers bankers capitalists promoters dealers brokers and developers of land and property of any tenure or any interest therein or any shares stocks debentures debenture stocks bonds notes obligations and securities and for that purpose to negotiate loans of every description and to act as managers and agents and provide financial and advisory services of any kind and to carry on any other trade and business whatsoever of a like or similar nature.
- (E) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (F) To acquire by original subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any Share, Stocks, Debentures, Debenture Stocks, Bonds, Obligations and Securities, guarantee by any Company constituted or carrying on business in any part of the world and Debentures, Debenture Stock, Bonds, Obligations and Securities guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and to enforce all rights and powers conferred by the ownership thereof.
- (G) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (H) 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 with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, including the lending of money to finance hire purchase agreements in respect of any property or assets, and to guarantee the liabilities, obligations and contracts of customers and others, and the dividends, interest and capital of the shares, stocks or securities of any company of or in which this Company is a member or is otherwise interested, and generally to grant guarantees with or without security in respect of any obligations of the Company or any other person firm or company as the Directors may think expedient.

- (J) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (K) To apply for, purchase or otherwise acquire and hold any patents, brevets d'invention, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights, information so acquired.
- (L) To take part in the formation, management, supervision or control of the business or operation of any Company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants or experts or agents.
- (M) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (N) To transact or carry on any kinds of agency business and generally to undertake and carry out all such operations and transactions, (except assurance business within the meaning of the Insurance Companies Acts, 1958 to 1967, as amended from time to time), as an individual person may undertake and carry out.
- (O) To establish finance promote or concur in establishing financing promoting any other Company whose objects shall include the acquisition or taking over all or any of the assets or 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, hold, dispose of shares, stocks, securities and guarantee the payment of the dividend, interest or capital of any shares, stock or securities issued by or any other obligations of any such Company.
- (P) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (Q) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (R) 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 of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (S) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by

instalments 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 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.

- (T) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, 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 to hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, 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 the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (V) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal 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.
- (W) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes, (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependents notwithstanding that the exercise of this power is not in the best interests of the Company.
- (X) To aid in the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (Y) 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 be made except with the sanction (if any) for time being required by law.

(Z) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise in any other capacity and either alone or in conjunction with another or others, and either by or through agents, trustees, sub-contractors or otherwise.

(AA) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects and powers specified in the different 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 name of the Company nor shall any such objects and powers be deemed to be subsidiary or ancillary to the objects and powers contained in any other paragraph of this clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £10,000.00 divided into 10,000 Shares of £1.00 each and the Company shall have the power to divide the original and any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

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 Subscriber
x Duncan P. Mullis 38 The Green, Ewerly, Brackley Northants company chemist	ONE
x J. H. Mullis Address 38 The Green, Ewerly, Brackley, Northants company chemist COMPANY DIRECTOR	ONE

Dated 30th day of October 1957

WITNESS to the above signatures:-

NAME JOHN C THOMPSON
Address "10A" HALLFIELD LANE
SHILAND DERBYSHIRE
company ACCOUNTANT

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
OXFORD CHEMICALS LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Articles contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company but in the case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.

2. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and any articles adopting the same" shall be inserted.

SHARE CAPITAL

3. Regulation 3 of Table A shall not apply. Subject to the provisions of the Companies Act 1985 the Company may:-

- (i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder
- (ii) purchase or redeem its own shares (including any redeemable shares) either out of the distributable profits of the Company or from the proceeds of a fresh issue of shares or out of the capital and reserves of the Company

4. (A) The present authorised share capital of the Company is divided into 10,000 Shares of £1.00 each.

(B) Except only as herein provided all the said shares shall rank pari passu in all respects.

(C) The shares of the Company (whether forming part of the present capital or not) shall be at the disposal of the Directors, who may (save as otherwise directed by the Company in General Meeting) allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper, subject nevertheless to all relevant statutory provisions: Provided nevertheless that unless the Company shall by Extraordinary Resolution otherwise determine any shares hereafter created in accordance with regulation 10 hereof shall be offered only to the members of the Company rateably according to the capital paid up on the shares held by them

respectively, and shall consist of additional shares of the same respective classes as those already held by the members subscribing for the same and provided further that no such new shares in the capital of the Company shall be allotted and issued unless all such new shares so offered shall have been accepted by the said members.

(D) Subject to the provisions of regulation 4(C) the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985:-

(i) to allot relevant securities (as defined in the said Section 80) to the amount of the authorised but unissued share capital of the Company for the time being during the period of five years from the date of incorporation; and

(ii) to make offers or agreements during the said period of five years which would or might require relevant securities to be allotted after the said period of five years and to allot such relevant securities thereafter in accordance with Section 80(7) of the Companies Act 1985.

(E) In accordance with Sections 91 and 95 of the Companies Act 1985 Section 89 thereof shall not apply to allotments made pursuant to regulation 4(D) above.

CAPITALISATION OF PROFITS

5. In regulation 110 of Table A the words "with the authority of an ordinary resolution of the Company" shall be omitted.

LIEN

6. In regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

7. Regulation 24 of Table A shall be read subject to the provisions of regulations 8 and 9 hereof.

3. (A) For the purpose of this and the next succeeding article where any person is entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be the holder of that share.

(B) All or any of the shares in the capital of the Company held by a member may at any time be transferred by a member of the Company:

(i) which is itself a company to a subsidiary company, its holding company, or any other subsidiary of its holding company, "subsidiary company" and "holding company" having the meanings ascribed thereto by Section 736 of the Companies Act 1985; Provided always that if such transferee Company shall cease for any reason and at any time to be a subsidiary company, its holding company or any other subsidiary of its holding company the act of such cessation shall be deemed for the purposes hereof

to be the same as a liquidation of such transferee and the provision of regulation 9(H) shall apply.

(ii) who is an individual person to his or her spouse or child or remoter issue and any share of a deceased member may be transferred by his personal representatives to the widow or widower or any child or remoter issue of such deceased member and shares standing in the name of a deceased member or his personal representatives may be transferred to the trustees of his will.

(iii) to a nominee on trust for such member absolutely.

(iv) from one nominee to a different nominee of the same beneficial owner(s)

(C) Except in the case of a transfer of shares expressly authorised by paragraph (B) of this regulation or unless in any particular case all the holders for the time being of Ordinary shares in the capital of the Company otherwise agree in writing no shares in the capital of the Company nor any interest therein shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

9. (A) Subject to regulation 8 every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "the Transfer Notice"). No Transfer Notice shall relate to more than one class of shares. Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's Agent for the sale of the share or shares specified therein (hereinafter called "the Shares") as set out in this regulation to the members other than the Vendor at a price per share ("the Price") which shall be:

(i) in respect of shares other than Ordinary Shares a price equal to the nominal value thereof together with any premium paid thereon

(ii) in respect of Ordinary Shares such price as the Vendor and the directors shall agree as the price or in default of agreement such price as the auditors of the Company ("the Auditors") shall determine as being equal to the amount that the holder of the Shares would receive for each of the Shares on a winding up of the Company as at the date of the Transfer Notice but without deduction being made for liquidator's or other professional fees or remuneration usually payable on such winding up

(B) In respect of the Ordinary Shares if within 14 days after receipt by the Company of any Transfer Notice the Vendor and directors shall not have agreed in writing upon the Price the Company shall forthwith instruct the Auditors for the purposes set out in regulation 9(A)(ii) above

(C) (i) The Auditors in fixing the Price shall be deemed to act as an expert and not as an arbitrator and their certificate shall be final and binding.

- (ii) If the Auditors are asked to certify the Price and shall issue a certificate to the Company on receipt the Company shall furnish a certified copy thereof to the Vendor. The entire cost of obtaining the certificate shall be borne by the Company.
- (D) As soon as possible after receipt of a Transfer Notice the Company shall by notice in writing inform each holder of Shares of that class other than the Vendor of the number of the Shares and the Price and invite each such holder to apply in writing to the Company within 21 days of the despatch of the notice (which date shall be specified therein) specifying the maximum number of the Shares (being all or any thereof) that such holder agrees to acquire at the Price.
- (E) If the said holders shall within the said period of 21 days apply by notice in writing to the Company for all or any of the Shares the Company shall by notice allocate the Shares (an "Allocation Notice") (or so many of them as shall be applied for as aforesaid) to those holders (and in case of competition pro rata according to the number of shares of that class held by such holder in the Company) provided that no holder shall be obliged to take more than the maximum number of shares specified by him as aforesaid.
- (F) (i) Unless the Vendor shall exercise the right to withdraw the Transfer Notice provided for in Paragraph (F)(ii) of this regulation the Vendor shall be bound to transfer the Shares or all the shares comprised in an Allocation Notice (as the case may be) to the purchasers named therein at the time and place therein specified; and if he shall not do so the Chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment to the Company by the purchaser of the Price for the shares specified in any Allocation Notice ("the Monies") the purchaser shall be deemed to have obtained a valid discharge for such payment and on execution and delivery of the transfer the purchaser shall be entitled to have his name entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the Monies into a separate bank account in the Company's name and shall hold the Monies in trust for the Vendor.
- (ii) In the event that the total number of shares applied for in accordance with paragraph (E) of this regulation shall be less than the number of the Shares the Vendor shall have the right exercisable by notice in writing to the Company during a period of 28 days from the expiry of the period of 21 days referred to in the said paragraph (E) to withdraw unconditionally the Transfer Notice immediately whereupon the Vendor shall not be obliged to transfer all or any of the Shares.
- (G) Provided that the Vendor has not withdrawn the Transfer Notice pursuant to regulation F(ii) during the three months following the expiry of the said period of 21 days referred to in paragraph

(E) of this regulation the Vendor shall be at liberty to transfer to any persons and at any price not being less than the Price any of the Shares not allocated by the directors in an Allocation Notice.

(H) If any member shall be adjudged bankrupt, or being a company shall enter into liquidation otherwise than for the purposes of amalgamation or reconstruction, his Trustee in Bankruptcy or its Liquidator as the case may be shall be bound forthwith to give to the Company a Transfer Notice in respect of all shares registered in the name of the bankrupt or liquidating member as sole holder and if no such Notice is given within one month of the bankruptcy or the commencement of the winding-up the Trustee in Bankruptcy or the Liquidator as the case may be shall be deemed to have given such Notice at the expiration of the said period of one month and the provisions of these presents shall have effect accordingly.

(I) Notwithstanding the foregoing provisions of this regulation the directors may decline to register any transfer of any share on which the Company has a lien.

(J) For the purposes of this regulation time shall be of the essence in relation to the service of any notice which shall be deemed to have been given when received by the Company.

ALTERATION OF CAPITAL

10. In regulation 32 of Table A there shall be substituted for all references to the word "ordinary" the word "special".

PROCEEDINGS AT GENERAL MEETINGS

11. (A) Regulations 40 and 41 of Table A shall not apply.

(B) No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein provided a quorum shall consist of a member or members holding not less than three quarters in nominal value of the issued Shares present in person or by proxy. A Corporation being a member shall be deemed for the purpose of these presents to be present in person if represented by proxy or in accordance with the provisions of the Companies Act 1985.

(C) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.

12. Regulation 50 of Table A shall not apply and the Chairman of a meeting shall not have a second or casting vote.

VOTES OF MEMBERS

13. Regulation 53 of Table A shall not apply subject to the provisions of

the Companies Act 1985, a resolution in writing signed or approved by letter telex telegram or cablegram by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at General Meeting of the Company duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

DIRECTORS

14. The names of the first Directors shall be determined in writing by the Subscribers of the Memorandum of Association or a majority of them.

15. Regulations 82 and 83 of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. The Directors (including Alternate Directors) may also be repaid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

16. Any Director who being so requested by the Directors performs special or extraordinary services on behalf of the Company or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum salary commission or participation in profits or otherwise) as the Directors may determine.

17. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

18. Subject to the provisions of Part IV of the Companies Act 1985 the Directors may exercise all the powers of the Company to borrow money without limit and to mortgage or charge its undertaking, property and uncalled Capital or any part thereof and subject to Section 80 of the Companies Act 1985 to issue Debentures, Debenture Stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

19. Regulations 94 and 95 of Table A shall not apply. A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

PENSIONS AND ALLOWANCES

20. Regulation 87 of Table A shall not apply. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death to any person or to the widow of or dependants of any person in respect of services rendered by him to the

Company whether as Managing Director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company notwithstanding that he may be or may have been a Director of the Company and the Company may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions annuities and allowances in the terms of engagement of any such person and the Directors may by resolution of the Board exercise any power conferred on the Company by Section 719(1) of the Companies Act 1985.

ROTATION OF DIRECTORS

21. Regulations 73 to 77 inclusive of Table A shall not apply.

PROCEEDINGS OF DIRECTORS

22. (A) Regulations 88 and 89 of Table A shall not apply.

(B) The Directors may meet together for the dispatch of business and adjourn and subject as hereinafter provided otherwise regulate their meetings and proceedings as they think fit. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director who has been absent from the United Kingdom for more than 6 months.

(C) The quorum necessary for the transaction of business of the Directors shall be not less than two Directors, save that if the Subscribers of the Memorandum of Association shall appoint a sole Director such Director or any sole Director replacing him shall be entitled to exercise all of the powers of the Directors herein provided.

(D) The Chairman shall not be entitled to a second or casting vote.

(E) Questions arising at any meeting shall be decided by a majority of votes.

23. Regulation 93 of Table A shall not apply. A resolution in writing signed or approved by letter telex telegram or cablegram by each Director or his Alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE DIRECTORS

24. (A) Regulations 65 to 69 inclusive of Table A shall not apply. Each Director shall have the power from time to time to nominate any person to act as his Alternate Director and at his discretion to remove such Alternate Director.

(B) An Alternate Director shall (except as regards power to appoint an Alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.

- (C) One person may act as Alternate Director to more than one Director and while he is still acting shall be entitled to a separate vote for each Director he is representing and if he is himself a Director his vote or votes as an Alternate Director shall be in addition to his own vote.
- (D) Any appointment or removal of an Alternate Director may be made by cable telegram or radiogram or in any other manner approved by the Directors. Any cable telegram or radiogram shall be confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.
- (E) If a Director making such appointment as aforesaid shall cease to be a Director the person appointed by him shall thereupon cease to have any power or authority to act as an Alternate Director.
- (F) A Director shall not be liable for the acts and defaults of any Alternate Director appointed by him.
- (G) Any Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

NOTICES

25. Every Director of the Company and every Alternate Director (other than a Director or Alternate Director for the time being absent from the United Kingdom) shall be entitled to receive Notices of General Meetings in addition to the persons specified in Regulation 112 of Table A.

EXERCISE OF SHAREHOLDERS RIGHTS

26. Any member of the Company empowered under these Articles to give or join in giving any notice to the Company may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf or being a corporation under the hand of some person duly authorised by the Board of Directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such members.

Names, Addresses and Descriptions of Subscribers

✓ *James P. Mullin*
38 The Green, Evesham, Bucks. Northants - Chemist

J. P. Mullin
38 The Green, Evesham, Bucks. Northants
 COMPANY DIRECTOR

Dated

30. October 1987

WITNESS to the above signatures:-

JOHN A THOMPSON
"IONA" HALLFIELD ROAD LANE
SHILLY, DERBYSHIRE
 ACCOUNTANT - 8 -

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
OF
OXFORD CHEMICALS LIMITED

(As adopted by Special Resolution
passed 19)

ROBERT GORE AND COMPANY
17 Grosvenor Street
London W1

FILE COPY



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

No. 2201740

I hereby certify that

OXFORD CHEMICALS LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 3 DECEMBER 1987

P. A. Rowley

MRS P.A. ROWLEY

an authorised officer