

# Statutory Declaration of compliance with requirements on application for registration of a company

12

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

To the Registrar of Companies

For official use

For official use

--	--	--	--

2339845
---------

Name of company

\* M T SHELL (11) LIMITED

I, CLAIKE POWELL

of 31/33 NEWPORT ROAD CARDIFF CF2 1TO

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

~~XXXXXX~~ and that all the requirements of the above Act in respect of the registration of the  
~~XXXXXX~~ 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 4 Gellinwood Road

Declarant to sign below

P. Powell

Section

the 14th day of December

One thousand nine hundred and Eighty Eight

before me

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

Claire Powell  
 Resonant at  
 4 Gellinwood Rd  
 Partypid  
 This 14th day of January 1989

Presentor's name address and reference (if any):

2594362

BELL WIGLEY  
 SOLICITORS  
 31/33 NEWPORT RD  
 CARDIFF CF2 1TO  
 TEL (0222) 465616

For official Use  
New Companies Section

Post room

COMPANIES HOUSE

16 DEC 1988

16 JAN 1989





# Statement of first directors and secretary and intended situation of registered office

10

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

Name of company

\*Insert full name  
of company

\* M T SHELL (11) LIMITED

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

31/33 NEWPORT ROAD	
CARDIFF	
Postcode	CF2 1TQ

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

BELL WIGLEY	
31/33 NEWPORT ROAD	
CARDIFF	
Postcode	CF2 1TQ

Number of continuation sheets attached (see note 1)

Presentor's name, address and  
reference (if any):

2594362

BELL WIGLEY  
SOLICITORS  
31/33 NEWPORT RD  
CARDIFF CF2 1TQ  
TEL (0222) 465616

For official use

General Section

Post room

COMPANIES HOUSE

16 DEC 1988

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:

Name (note 3) <b>ANTHONY MARK WILLIAMS</b>		Business occupation <b>SOLICITOR</b>	
Previous name(s) (note 3)		Nationality <b>BRITISH</b>	
Address (note 4) <b>31/33 NEWPORT ROAD</b>		Date of birth (where applicable) (note 6)	
<b>CARDIFF</b>			
	Postcode <b>CF2 1TQ</b>		
Other directorships†			
I consent to act as director of the company named on page 1			
Signature <b>A M Williams</b>		Date <b>8/12/88</b>	

Please do not write in this margin

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

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

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





THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION

of

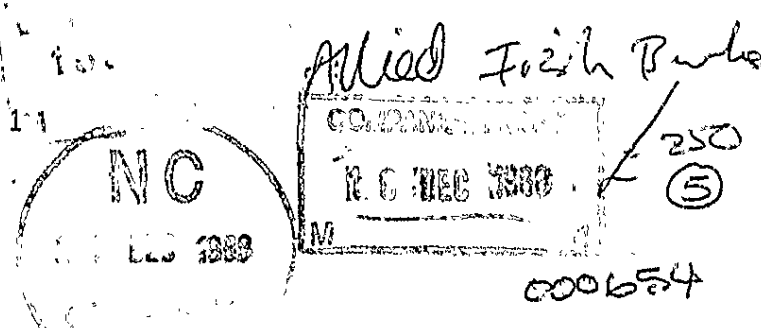
M T SHELL (11) LIMITED  
-----



1. The name of the Company is " M T Shell (11) Limited"
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are: -

(a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses or marketing and business consultants, advertising agents and contractors, general storekeepers, warehousmen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery tools and equipment of all kinds; and to purchase or otherwise acquire and take over any business or undertaking which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertaking as may be thought desirable

(b) to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof, and to buy and sell foreign exchange



(c) to acquire by any means any real or personal property or rights whatsoever

(d) to carry on any trade or business which may in the opinion of the Board of Directors of the Company be capable of being conducted directly or indirectly for the benefit of the Company

(e) to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire

(f) to acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on a business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon

(g) to acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the moneys of the Company

(h) to lend money or give credit to such persons on such terms as may seem expedient

(i) to borrow and raise money in any manner and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge of any obligation or liability by the Company or any other person or company (whether or not that company is the Company's holding company, as defined by the Section 736 of the Companies Act 1985 or a subsidiary of such holding company)

(j) to advance and lend money or give credit on such terms as may seem expedient and with or without security to customers and others

(k) to enter into contracts or deeds of indemnity and suretyships of all kinds and to secure, undertake or guarantee payment of

money or the performance of any obligations of any person or company (whether or not that company is the Company's holding company as defined by Section 736 of the Company's Act 1985 or subsidiary of such holding company)

(l) to purchase or otherwise acquire to take over and undertake:-

(i) all or any part of the business, property, liabilities and transactions of any person or company carrying on any business, the carrying on of which is calculated to benefit the company or to advance its interest or which is possessed of property suitable for the purposes of the company;

(ii) shares (including any redeemable shares) in itself whether such are registered in the names of the holders thereof or issued by way of renounceable letters of allotment to the persons entitled to be offered the same

(m) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments

(n) to apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government state or municipality, Provisional Order or Licence of the Department or Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members

(o) to enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority corporation, company or person any charters, contracts, decrees, rights privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions

(p) to establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company, or any such subsidiary or of any of the predecessors

of the Company or any such other company as aforesaid, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid

(q) to procure the Company to be registered or recognised in any part of the world

(r) to promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid

(s) to dispose by any means of the whole of any part of the assets of the Company

(t) to distribute among the members of the Company in kind any assets of the Company

(u) to do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise

(v) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest to provide secretarial administrative technical commercial and other services and facilities of all kinds for any such company or companies to make payments by the way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies

(w) subject to the Companies Act 1985 the Company shall give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance specified in section 152 of the Companies Act 1985



(x) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company

4. The liability of the members is limited.

5. The share capital of the Company is ~~£~~1,000 divided into 1,000 Ordinary Shares of ~~£~~1 each.

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 set opposite our respective names

-----  
NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS.

NUMBER OF SHARES  
TAKEN BY EACH  
SUBSCRIBER  
-----

ANTHONY MARK WILLIAMS  
31/33 NEWPORT ROAD  
Cardiff.  
CF2 1TQ

One

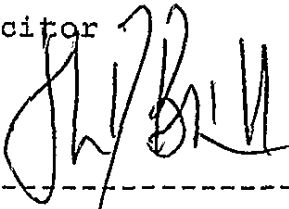
Solicitor



J L D BELL  
31/33 NEWPORT ROAD  
Cardiff  
CF2 1TQ


One

Solicitor



-----  
DATED this 8<sup>th</sup> day of December 1988

W I T N E S S to the above signatures: -

  
I T WIGLEY  
31/33 NEWPORT ROAD  
CARDIFF  
CF2 1TQ

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

M T SHELL (11) LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule of the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the articles hereinafter contained shall be the regulations of the Company

SHARE CAPITAL

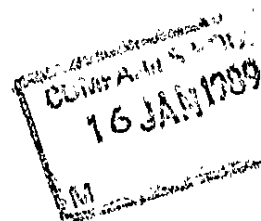
2. (a) Subject to the Act and these articles, the directors shall have authority to exercise any power of the Company to offer allot or otherwise dispose of any shares in the Company, or any relevant securities (as defined by the Act), to such persons at such times and generally on such terms and conditions as they think proper save in so far as the Company in general meeting shall have varied, renewed or revoked the said authority.

(b) The directors shall, subject to section 80 of the Act be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company up to the amount of the authorised share capital of the Company at the date of the adoption of these articles and such limitations shall constitute the maximum amount of the relevant securities which at any time remain to be allotted by the directors hereunder.

(c) The period within which the said authority to allot relevant securities may be exercised shall be limited to five years, commencing from the adoption of these articles.

(d) Any offer or agreement in respect of relevant securities which is made prior to the expiration of such authority and in

1



all other respects within the terms of such authority, shall be authorised to be made notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.

(e) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously reviewed hereunder) for a further period not exceeding five years.

(f) In accordance with section 91 of the Act, section 89 (1) section 90 (1) to (5) and section 90 (6) shall not apply to the Company.

#### VARIATION OF RIGHTS

-----

3. Unless otherwise provided by the rights attached to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied by the creation or issue of further shares.

#### LIEN

-----

4. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any person indebted or under any liability to the Company, whether registered in his sole name or jointly with one or more others, for all monies presently payable by him or by his estate to the Company. Clause 8 in Table A shall be varied accordingly.

#### CALLS ON SHARES AND FORFEITURE

-----

5. There shall be added to the end of the first sentence of Clause 18 in Table A the words "and any costs and expenses incurred by the directors as a result of such non-payment".

## TRANSFER OF SHARES

-----

6. The words "and, unless the share is fully paid, by or on behalf of the Transferee" shall be deleted from Clause 23 in Table A.

7. The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of any share, whether or not it is a fully paid share. Accordingly the first sentence of Clause 24 in Table A shall not apply to the Company.

## GENERAL MEETINGS

-----

8. In the first sentence of Clause 37 in Table A there shall be substituted for the word "eight" the word "six".

## NOTICE OF GENERAL MEETINGS

-----

9. In Clause 38 in Table A the words "or a resolution appointing a person as a director" shall not apply to the Company.

## PROCEEDINGS AT GENERAL MEETINGS

-----

10. If a meeting of the Company is adjourned under the provisions of Clause 41 in Table A and a quorum is not present at such adjourned meeting with fifteen minutes from the time appointed for the meeting, one person entitled to be counted in a quorum present at the meeting shall be a quorum.

## NUMBER OF DIRECTORS

-----

11. Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to the articles being one, a sole director shall have authority to exercise all the powers and discretions by the articles expressed to be vested in the directors generally. Clauses 64 in Table A shall not apply to the Company and Clause 89 shall be amended accordingly.

## BORROWING POWERS

-----

12. The directors may exercise all the powers of the Company

to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or security over its undertaking, property or 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 of any third party.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

-----

13. The directors shall not be required to retire by rotation. Clauses 73-78 and Clause 18 in Table A shall not apply to the Company and Clauses 67 and 79 in Table A shall be amended accordingly.

14. No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 years or any other age.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

-----

15. The office of a director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs.

#### PROCEEDINGS OF DIRECTORS

-----

16. For the purposes of determining whether a quorum is present at a meeting of directors and of voting at such a meeting a director or alternate director in contact with the meeting by telephone telex or telefax shall be deemed to be present thereat. Clauses 88 and 89 in Table A shall be amended accordingly and Clause 90 shall not apply to the Company.

17. Provided that he has disclosed to the directors the nature and extent of any material interest of his in accordance with Clause 85 in Table A, a director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating the quorum when any such contract or arrangement is under consideration. Accordingly Clauses 94-98 in Table A shall not apply to the Company.

=====

NAMES AND ADDRESSES OF SUBSCRIBERS

=====

Anthony Mark Williams  
31/33 Newport Road,  
Cardiff CF2 1TQ

A. M. Williams

John Lawrence David Bell  
31/33 Newport Road,  
Cardiff CF2 1TQ

J. L. D. Bell

=====

Dated this 8<sup>th</sup> day of December 1988

Witness to the above signatures :-



Islwyn Thomas Wigley  
31/33 Newport Road,  
Cardiff CF2 1TQ

**FILE COPY**



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

No. 2339845

I hereby certify that

**M T SHELL (11) 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 26 JANUARY 1989

  
MRS. G. R. WILLIAMS

an authorised officer



**G**

**COMPANIES FORM No. 123**  
**Notice of increase**  
**in nominal capital**

**123**

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

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

\*Insert full name  
of company

†The copy must be  
printed or in some  
other form approved  
by the registrar

To the Registrar of Companies

For official use  
[ ] [ ] [ ] [ ] Company number  
2339845

Name of company

MOLECULAR LIGHT TECHNOLOGY LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 12th July the nominal capital of the company has been  
increased by £ 20.00 beyond the registered capital of £ 1,000.

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

The 20 new "A" Ordinary Shares of £1.00 each have rights attached thereto  
respectively by the new Articles of Association of the Company adopted on  
the same date.

Please tick here if  
continued overleaf ☐

Signed

Designation Secretary Date 12/7/90

Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

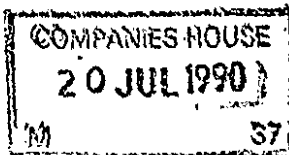
Presenter's name, address and  
reference (if any):

2594362

**BELL WIGLEY  
SOLICITORS  
81/33 NEWPORT RD  
CARDIFF CF2 1TQ  
TEL (0222) 465616**

For official use  
General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1987 Edn  
4.87

50171

Company Number: 2339845

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ORDINARY RESOLUTION  
OF  
MOLECULAR LIGHT TECHNOLOGY LIMITED  
(Passed 12th July 1990)

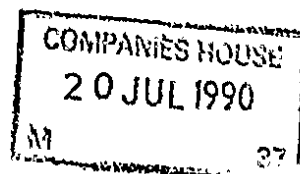
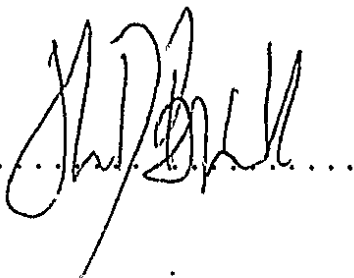
AT AN EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on 12th July 1990 the following resolution was passed as an ordinary resolution of the Company: -

RESOLUTION  
-----

That the authorised share capital of the Company be increased to £1,020.00 by the creation of 20 new "A" Ordinary Shares of £1.00 each having the rights and restrictions set out in the Articles of Association to be adopted

Dated 12th July 1990

.....  
Secretary



**G**

COMPANIES FORM No. 122

**122****Notice of consolidation, division,  
sub-division, redemption or  
cancellation of shares, or conversion,  
re-conversion of stock into shares**Please do not  
write in  
this margin

Pursuant to section 122 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

--	--	--	--

2339845

Name of company

\* MOLECULAR LIGHT TECHNOLOGY LIMITED

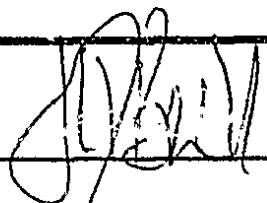
\*Insert full name  
of company

gives notice that:

By Special Resolution of the Company passed on 12th July 1990  
the two subscriber shares in issue were converted into and redesignated as  
"A" Ordinary Shares of £1.00 each and the further 998 unissued ordinary shares  
in the capital of the Company were converted into and redesignated as 590 "A"  
Ordinary shares of £1.00 each, 127 "B" Ordinary shares of £1.00 each, 153 "C"  
Ordinary shares of £1.00 each and 128 "D" Ordinary shares of £1.00 each in the  
capital of the Company having the rights and restrictions set out in the new  
Articles of Association of the Company adopted on the same date.

Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed



(Secretary)

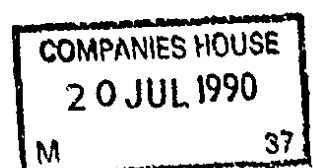
Designation Date 12/7/90.Presentor's name, address and  
reference (if any):

2594362

BELL WIGLEY  
SOLICITORS  
31/33 NEWPORT RD  
CARDIFF CF2 1TQ  
TEL (0222) 465616

For official use  
General Section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

1987 Edition  
4.87 F70X  
501704  
\*\*

Company Number: 2339845

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

MOLECULAR LIGHT TECHNOLOGY LIMITED

(Passed 12th July 1990)

AT an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on 12th July 1990 the following resolutions were passed as special resolutions of the Company: -

SPECIAL RESOLUTIONS  
-----

1. That Clause 3(a) of the Memorandum of Association of the Company be deleted and that the following be substituted as the new clause 3(a) in its place: -

"To carry on the business of a holding company in all its branches and to acquire by purchase lease concession grant licence or otherwise such businesses options rights privileges lands buildings leases underleases stocks shares debentures debenture stock bonds obligations securities reversionary interests annuities policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold manage develop lease sell or dispose of the same: and to vary any of the investments of the Company to act as trustees of any deeds constituting or securing any debentures debenture stock or other securities or obligations: to enter into assist or participate in financial commercial mercantile industrial and other transactions undertakings and businesses of every description and to establish carry on develop and extend the same or sell dispose of or otherwise turn the same to account and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by or connected with the Company and to carry on all or any of the businesses of capitalists trustees financiers financial agents company promoters builders counters insurance brokers and agents mortgage brokers rent and debt collectors stock and share brokers and dealers and commission and general agents merchants and traders: and to manufacture buy sell maintain repair deal in plant machinery tools articles and things of all kinds capable of being used for the purpose of the above mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company".



2. That the two subscriber shares in issue be converted into and redesignated as "A" Ordinary Shares of £1.00 each and that the further 998 unissued Ordinary Shares in the capital of the Company be converted into and redesignated as 590 "A" Ordinary Shares of £1.00 each 127 "B" Ordinary Shares of £1.00 each 153 "C" Ordinary Shares of £1.00 each and 128 "D" Ordinary Shares of £1.00 each in the capital of the Company having the rights and restrictions set out in the Articles of Association adopted pursuant to resolution 3 below.

3. That the Articles of Association contained in the document annexed hereto and for the purposes of identification initialled by the shareholders be approved and adopted as the Articles of Association of the Company to the exclusion of and in substitution for all the existing Articles of Association of the Company.

Dated

12th July

1990

.....  
Chairman of the Meeting

(Secretary).

THE COMPANIES ACT 1985

Company No: 2339845

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MOLECULAR LIGHT TECHNOLOGY LIMITED

(Adopted by Special Resolution passed 12th July 1990.)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to The Companies (Table A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

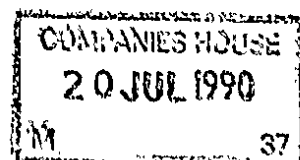
(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

SHARE CAPITAL

2.1 The Share Capital of the Company is £1,020 divided into 612 'A' Ordinary Shares of £1.00 each 127 'B' Ordinary Shares of £1.00 each 153 'C' Ordinary Shares of £1.00 each and 128 'D' Ordinary Shares of £1.00 each.

2.2 Save as provided Clauses 8-14 of these Articles the 'A' Ordinary Shares the 'B' Ordinary Shares the 'C' Ordinary Shares and the 'D' Ordinary Shares shall rank pari passu in all respects.

2.3 If a dividend or other distribution shall be recommended and declared in respect of any of the 'A' Ordinary Shares or the 'B' Ordinary Shares or the 'D' Ordinary Shares or in respect of all the 'A' Ordinary Shares the 'B' Ordinary Shares and the 'D' Ordinary Shares then a dividend or distribution in the like amount per share would also be declared in respect of the 'C' Ordinary Shares, but the converse shall not apply such that a dividend or other distribution may be recommended and declared from time to time on the 'C' Ordinary Shares without a dividend or distribution in the like amount being declared on any of the 'A' Ordinary Shares the 'B' Ordinary Shares or the 'D' Ordinary Shares or all the 'A' Ordinary Shares and 'B' Ordinary Shares and the 'D' Ordinary Shares.



## VARIATION OF CLASS RIGHTS

3.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a Winding Up with the consent in writing of the holders of three fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or the proceedings thereat shall, mutatis mutandis apply except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class and that the holders of shares and of the class shall on a poll have one vote in respect of every share of the class held by them respectively.

3.2 The following will constitute a variation of the class rights of the 'D' Ordinary Shares:-

- a. An increase of the issued share capital of the Company.
- b. The issue of any share ranking pari passu with or in priority to the 'D' Ordinary Shares.
- c. The transfer of any 'A' Ordinary Shares 'B' Ordinary Shares or 'C' Ordinary Shares in the Company to any person not being one of the present shareholders by the present shareholders.
- d. The granting of any loan or the making of any borrowing by the Company and the issue of any debentures or guarantees.
- e. Any alteration in the Articles of Association of the Company.
- f. The sale or disposal of (either directly or indirectly) the undertaking or business of the Company (or any of its subsidiaries) or any substantial part thereof. The sale or transfer or other disposal (either directly or indirectly) of capital, mortgage charge, debt or other obligation of any of the Company's subsidiaries (if any) (unless such sale, assignment, transfer or disposal be to or in favour of the Company itself or another subsidiary of the Company).
- g. The alteration of the general nature of the business of the Company or any of its subsidiaries (if any) so as to constitute a substantial alteration to the business of the Company and its subsidiaries (if any) taken as whole at the date hereof.
- h. The issue of any share capital of a subsidiary company (if any) to any person other than the Company itself or another wholly owned subsidiary of the Company (if any).

i. In the making of any distribution from capital profits or reserves or income.

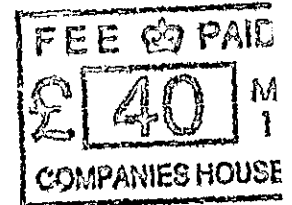
j. The issue of any notice for an Extraordinary General Meeting to appoint a liquidator or the presentation of a petition to appoint an administrator.

#### ALLOTMENT OF SHARES

4. (a) The Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, dispose of or grant options or any other rights over any relevant securities (as defined in Section 80 of the Companies Act 1985) to such persons on such terms and in such manner as they think fit up to the amount of the share capital of the Company at the date of adoption of these Articles at any time or times during the period of five years from the date of adoption of these Articles. The authority shall enable the Directors to allot all relevant securities after the expiry of the said period of five years pursuant to an offer or an agreement made by the offer before the expiry of the said period. All unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the Directors who may allot or grant options over the same to such persons and on such terms and in such manner as they think fit.

(b) All shares which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Such shares which are accepted shall become upon allotment if accepted by a holder of 'A' Ordinary Shares, 'A' Ordinary Shares, if accepted by a holder of 'B' Ordinary Shares, 'B' Ordinary Shares if accepted by a holder of 'C' Ordinary Shares 'C' Ordinary Shares and if accepted by a holder of 'D' Ordinary Shares, 'D' Ordinary Shares. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any share released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.





M T SHELL (11) LIMITED

WE, the undersigned Anthony Mark Williams and John Lawrence David Bell being all the members for the time being of the abovenamed Company entitled to receive notice of and to attend and to vote at General Meetings HEREBY PASS the following Resolution as a Special Resolution and agree that the said Resolution shall, pursuant to Regulation 53 of the Articles of Association of the Company, for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

# R E S O L U T I O N

THAT THE NAME OF THE COMPANY BE CHANGED TO  
MOLECULAR LIGHT TECHNOLOGY LIMITED.

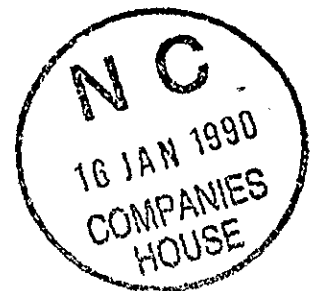
Dated this 8<sup>th</sup> day of January 1990

*A. M. Williams*

Anthony Mark Williams

*John Lawrence David Bell*

John Lawrence David Bell



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2339845

I hereby certify that

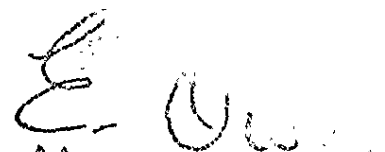
M T SHELL (11) LIMITED

having by special resolution changed its name,

is now incorporated under the name of

MOLECULAR LIGHT TECHNOLOGY LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 25 JANUARY 1990

  
MRS E. OWEN

an authorised officer

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

#### SHARES

5. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

6. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSFER OF SHARES

7. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

8. If any Member wishes to transfer his 'C' Ordinary Shares, or his 'D' Ordinary Shares or any of them, such Member (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such Shares. The transfer notice shall specify the number of 'C' Ordinary Shares or 'D' Ordinary Shares (as the case may be) which the transferring Member wishes to transfer, and the sum estimated by the transferring Member to be the value of each of such Shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

9. The receipt by the Directors of a transfer notice shall constitute an authority to them to offer for sale the 'C' Ordinary Shares or the 'D' Ordinary Shares (as the case may be) which the transferring Member wishes to transfer at a fair value, to be ascertained as follows: -

(a) If the Directors shall approve the sum estimated by the transferring Member as the value of such Shares, then such sum shall be the fair value;

(b) If the Directors, at their discretion, shall not approve the sum estimated as the said value by the transferring Member, they shall request an independent chartered accountant agreed between the transferring member and the Directors or in default nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales to make, in writing a valuation of the current value of such Shares, and the sum thus fixed by such Accountant shall be the fair value as between a willing buyer and a willing seller and disregarding the size of shareholding being sold;

10. When the fair value of the 'C' Ordinary Shares or the 'D' Ordinary Shares (as the case may be) which the transferring Member wishes to transfer shall have been fixed in the manner described in Clause 9 of the Articles, the Directors shall forthwith cause a notice in writing to be sent to the transferring Member, informing him of the fair value of such Shares, and shall also cause a notice to be sent to every other Member of the Company holding 'C' Ordinary Shares and/or 'D' Ordinary Shares stating the number and the fair value of such Shares, and shall therein invite each of such Members to give notice in writing, within fourteen days, whether he is willing to purchase any, and if so what maximum number, of such Shares.

11. If at the expiration of the fourteen days referred to in Clause 10 of these Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the 'C' Ordinary Shares or all and/or some of the 'D' Ordinary Shares (as the case may be) which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member, and the transferring Member shall complete and execute a transfer of those of the such Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member, and shall deliver up the said transfer and the relative Share Certificates to the Directors acting as agent for the purchasing Member upon payment of the purchase money. If at the expiration of the said fourteen days two or more Members (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the 'C' Ordinary Shares or all and/or some of the 'D' Ordinary Shares (as the case may be) the Directors shall apportion such Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively, provided that none of the purchasing Members shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in the said notice. The Directors shall then inform the transferring Member of the names and addresses of the purchasing Members and the number of 'C' Ordinary Shares and/or 'D' Ordinary Shares (as the case may be) to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members or those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause, and

shall deliver up the transfers and the relative Share Certificates to the Directors acting as agent for the purchasing Members upon payment of the purchase money.

12. If upon the expiration of the period of fourteen days referred to in Clause 10 of these Articles no member holding 'C' Ordinary shares and/or 'D' Ordinary Shares shall be willing to purchase all or, any 'C' Ordinary Shares and/or 'D' Ordinary Shares being the subject of the transfer notice then such shares being all the 'C' Ordinary Shares and/or 'D' Ordinary Shares (as the case may be) or those thereof which remain unsold (as the case may be) shall be offered to the other Members of the Company and the provisions of clauses 8, 9, 10 and 11 shall apply to such offer mutatis mutandis.

13. If the Directors shall be unable upon the expiry of the second period of fourteen days referred to in Clause 12 of these Articles, to find a purchaser for all or any of the 'C' Ordinary Shares and/or the 'D' Ordinary Shares being the subject of the transfer notice, the transferring Member may transfer such Shares or those thereof which remain unsold to any person, even though such person is not a Member of the Company, and at a price no less than the fair value ascertained pursuant to Clause 9 of these Articles but notwithstanding anything contained in this Clause, the Directors may refuse to register the transfer and the said person as a Member of the Company under the provisions of Clause 7 of the Articles.

14. If all or any of the 'D' Ordinary Shares being the subject of the transfer notice are transferred to any member of the Company or any person (pursuant to clause 13) other than to a person who is already a holder of 'D' Ordinary Shares such shares shall be redesignated 'C' Ordinary Shares and for the avoidance of doubt clause 3.2 shall not apply to such redesignated 'C' Ordinary Shares.

#### GENERAL MEETINGS AND RESOLUTIONS

15. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and the notices of and other communication relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

16. (a) Clause 40 in Table A shall not apply to the Company. No business shall be transacted at any meeting unless a quorum is present. Two members holding not less than five per cent of the issued capital of the Company in person or by proxy or a duly authorised representative of a corporation shall be a quorum.

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

(c) Clause 64 in Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

17. (a) Clause 64 in Table A shall not apply to the Company.

(b) The minimum number of Directors shall be one and the maximum shall be eight of which one shall be nominated from time to time by the holders of 'C' Ordinary Shares and one shall be nominated from time to time by the holders of 'D' Ordinary Shares.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

#### BORROWING POWERS

18. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, the subject (in the case of security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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 of any third party.

#### ALTERNATE DIRECTORS

19 (a) Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by a resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(c) A Director, of any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

#### DISQUALIFICATION OF DIRECTORS

20. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs; Table A shall be modified accordingly.

#### GRATUITIES AND PENSIONS

21. (a) The Directors may exercise the powers of the Company conferred by Clause 3(20) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them of any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

#### PROCEEDINGS OF DIRECTORS

22 (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has disclosed any kind of interest whatsoever whether direct or indirect, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

#### INDEMNITY

23. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

#### 24. LIMITATION ON TRANSFER OF CONTROL

24.01 No sale or transfer of any shares (hereinafter called "the Specified Shares") conferring the right to vote at General Meetings of the Company, which would result if made and registered in the name of a person who was not a member of the Company on the date of adoption of these Articles in such person obtaining a controlling interest in the Company, shall be made or registered without the previous written consent of the holders of the 'C' Ordinary Shares unless before the transfer is lodged for registration such person or his nominee has offered to purchase the whole of the 'C' Ordinary Shares at the relevant price as hereinafter defined.

24.02 For the purpose of 23.01 of these Articles

(a) where the context so permits references to the singular shall include references to the plural and vice-versa

(b) the expression "a controlling interest" shall mean an interest (within the meaning of section 203 of the Companies Act 1985) in shares controlling in the aggregate 50% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all General Meetings.

(c) All other regulations of the Company relating to the transfer of shares and right to registration of the transfers shall be subject to the provisions of this Article.

(d) the expression "transfer transferor and transferee" shall include respectively the renunciation of a renounceable letter of allotment to the original allottee and the renouncee and any such letter of allotment.

(e) the expression "the relevant price" shall mean the price per share equal to that offered or paid or payable by the proposed transferee or his nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any consideration in cash or otherwise received or receivable by the holders of the Specified Shares which having regard to the substance of the transactions as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares and in the event of disagreement the calculation of the relevant price shall be referred to as an umpire acting as an expert and not as an arbitrator nominated by the parties concerned or in the event of disagreement as to a nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales whose decision shall be final and binding. The Arbitration Acts 1950-1979 shall not apply.



-----  
NAME AND ADDRESSES OF SUBSCRIBERS  
-----

1. ANTHONY MARK WILLIAMS ONE SHARE  
General Buildings  
31/33 Newport Road  
Cardiff  
Solicitor *AM WM*
2. JOHN LAWRENCE DAVID BELL ONE SHARE  
General Buildings  
31/33 Newport Road  
Cardiff  
Solicitor
- 

Dated this 8th day of December 1988.

Witness to the above signatures

Islwyn Thomas Wigley  
General Buildings  
31/33 Newport Road  
Cardiff

Solicitor

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

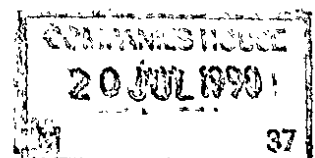
MEMORANDUM OF ASSOCIATION

of

MOLECULAR LIGHT TECHNOLOGY LIMITED

1. The name of the Company is "Molecular Light Technology Limited"
2. The registered office of the Company will be situated in England and Wales.
3. \* The objects for which the Company is established are: -
  - (a) to carry on the business of a holding company in all its branches and to acquire by purchase lease concession grant licence or otherwise such businesses options rights privileges lands buildings leases underleases stocks shares debentures debenture stock bonds obligations securities reversionary interests annuities policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold manage develop lease sell or dispose of the same; and to vary any of the investments of the Company to act as trustees of any deeds constituting or securing any debentures debenture stock or other securities or obligations; to enter into assist or participate in financial commercial mercantile industrial and other transactions undertakings and businesses of every description and to establish carry on develop and extend the same or sell dispose of or otherwise turn the same to account and to coordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by or connected with the Company and to carry on all or any of the businesses of capitalists trustees financiers financial agents company promoters bill discounters insurance brokers and agents mortgage brokers rent and debt collectors stock and share brokers and dealers and commission and general agents merchants and traders; and to manufacture buy

\* The main objects clause of the Company was amended by special resolution passed



sell maintain repair deal in plant machinery tools articles and things of all kinds capable of being used for the purposes of the above mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.

- (b) to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof, and to buy and sell foreign exchange
- (c) to acquire by any means any real or personal property or rights whatsoever
- (d) to carry on any trade or business which may in the opinion of the Board of Directors of the Company be capable of being conducted directly or indirectly for the benefit of the Company
- (e) to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire
- (f) to acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on a business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon
- (g) to acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the moneys of the Company
- (h) to lend money or give credit to such persons on such terms as may seem expedient

- (i) to borrow and raise money in any manner and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge of any obligation or liability by the Company or any other person or company (whether or not that company is the Company's holding company, as defined by the Section 736 of the Companies Act 1985 or a subsidiary of such holding company)
- (j) to advance and lend money or give credit on such terms as may seem expedient and with or without security to customers and others
- (k) to enter into contracts or deeds of indemnity and suretyships of all kinds and to secure, undertake or guarantee payment of money or the performance of any obligations of any person or company (whether or not that company is the Company's holding company, as defined by Section 736 of the Company's Act 1985 or subsidiary of such holding company)
- (l) to purchase or otherwise acquire to take over and undertake:-
  - (i) all or any part of the business, property, liabilities and transactions of any person or company carrying on any business, the carrying on of which is calculated to benefit the company or to advance its interest or which is possessed of property suitable for the purposes of the company;
  - (ii) shares (including any redeemable shares) in itself whether such are registered in the names of the holders thereof or issued by way of renounceable letters of allotment to the persons entitled to be offered the same
- (m) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (n) to apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government state or municipality, Provisional Order or Licence of the Department or Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly

or indirectly to prejudice the interests of the Company or of its Members.

- (o) to enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority corporation, company or person any charters, contracts, decrees, rights privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions
- (p) to establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company, or any such subsidiary or of any of the predecessors of the Company or any such other company as aforesaid, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- (q) to procure the Company to be registered or recognised in any part of the world
- (r) to promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares,

debentures or other securities of any such company as aforesaid

- (s) to dispose by any means of the whole or any part of the assets of the Company
- (t) to distribute among the members of the Company in kind any assets of the Company
- (u) to do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise
- (v) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest to provide secretarial administrative technical commercial and other services and facilities of all kinds for any such company or companies to make payments by the way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- (w) subject to the Companies Act 1985 the Company shall give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance specified in section 152 of the Companies Act 1985
- (x) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company

4. The liability of the members is limited.

5. The share capital of the Company is £1 000 divided into 1,000 Ordinary Shares of £1 each.

\* By Special Resolution passed on the authorised share capital of the Company was increased to £1020.

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 set opposite our respective names

-----  
NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS.

NUMBER OF SHARES  
TAKEN BY EACH  
SUBSCRIBER

-----  
ANTHONY MARK WILLIAMS  
31/33 NEWPORT ROAD  
Cardiff  
CF2 1TQ

One

*AM WILL*

Solicitor

JOHN LAWRENCE DAVID BELL  
31/33 NEWPORT ROAD  
Cardiff  
CF2 1TQ

One

Solicitor

-----  
DATED this                      day of                      1990

W I T N E S S to the above signatures: -

I T WIGLEY  
31/33 NEWPORT ROAD  
CARDIFF  
CF2 1TQ

SIGNED by the said  
TENOVUS CANCER RESEARCH  
in the presence of: -

P.R. Bramwell  
47 Gower Street,  
London WC1E 6BT,  
England

*[Signature]*  
A.B. Sincere

SIGNED by the said  
UNIVERSITY OF WALES  
COLLEGE OF MEDICINE  
in the presence of: -

*[Signature]*  
Deputy Registrar

*[Signature]*  
J. L. L. L. L.

*[Signature]*  
Deputy Registrar

Uwcm

SIGNED by  
the duly authorised  
representative of MOLECULAR  
LIGHT TECHNOLOGY LIMITED in  
the presence of: -

)  
)  
)  
)  
)

*[Signature]*  
M. Woodhead

*[Signature]*  
As above.



COMPANY NO. : 2339845

THE COMPANIES ACT 1985  
PRIVATE COMPANY LIMITED BY SHARES  
MOLECULAR LIGHT TECHNOLOGY LIMITED

WE, being all the members of the Company entitled at the date hereof to attend and vote at a general meeting of the Company passed the following resolution as a Special Resolution of the Company pursuant to Section 381A(6) of the Companies Act 1985 (as inserted by Section 113 of the Companies Act 1989) and all other powers in this behalf :

SPECIAL RESOLUTION

THAT the Ordinary Shares of £1. each in the capital of the Company referred to in column 1 below BE AND THEY ARE HEREBY REDESIGNATED as described in column 2 below :-

<u>COLUMN 1</u>	<u>COLUMN 2</u>
17 'B' Ordinary Shares registered in the name of James Stuart Woodhead	17 'A' Ordinary Shares
16 'B' Ordinary Shares registered in the name of Ian Weeks	16 'A' Ordinary Shares
18 'B' Ordinary Shares standing registered in the name of University of Wales College of Medicine	18 'D' Ordinary Shares
51 'B' Ordinary Shares standing registered in the name of University of Wales College of Medicine	51 'D' Ordinary Shares

AND FURTHER THAT Clause 2.1 of the Articles of Association of the Company be AND IT IS HEREBY DELETED and there be substituted therefor the following :-

'2.1 The Share Capital of the Company is £1,020. divided into 645 'A' Ordinary Shares of £1. each 25 'B' Ordinary Shares of £1. each 153 'C' Ordinary Shares of £1. each and 197 'D' Ordinary Shares.'

DATED 26 Febwary 1991



MEMBERS' NAMES

SIGNATURE

(by or on behalf of the Member)

JOHN LAWRENCE DAVID BELL

*J. D. Bell*

JAMES STUART WOODHEAD

*J. Woodhead*

IAN WEEKS

*I. Weeks*

VALERIE MORGAN

*Valerie Morgan*

UNIVERSITY OF WALES COLLEGE  
OF MEDICINE

*U. Wales*

TENOVUS ~~INSTITUTE~~

*dm*

*K. S. Davies*

SCAN UPON  
DEMAND

WE APOLOGISE THAT  
THIS PAGE/S IS MISSING

THANK YOU FOR YOUR  
UNDERSTANDING

Company No 2339845

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS OF

MOLECULAR LIGHT TECHNOLOGY LIMITED

PASSED THE 26<sup>th</sup> DAY OF February 1991

At an Extraordinary General Meeting of the above named Company duly convened and held on the 26 day of February, 1991 the following resolutions were passed :-

Ordinary Resolution

1. That the authorised share capital of the Company be increased from £1020 to £1229 by the creation of 209 "E" Ordinary Shares of £1 each.

Special Resolution

2. (a) That the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot and dispose of or grant options over any relevant securities (as defined in Section 80(2) of the Companies Act 1985) to such persons and on such manner, up to an aggregate nominal amount of £209 at any time during the period of five years from the date of this Resolution.

(b) The authority contained in (a) above shall enable the Directors to allot relevant securities after the expiry of the said period of five years pursuant to an offer or agreement made by the Company before the expiry of the said period. All unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the Directors who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

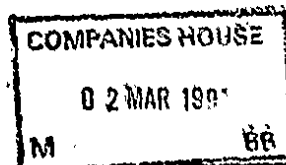
(c) Sub-section (1) of Section 89 of the Companies Act 1985 and sub-sections (1) to (6) of Section 90 of that Act shall be excluded from applying to the Company.

Special Resolution

3. That the regulations contained in the document produced to this Meeting and for the purpose of identification signed by the Chairman be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association thereof.

Chairman

*J Woodhead*



THE COMPANIES ACT 1985

Company No: P339845

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MOLECULAR LIGHT TECHNOLOGY LIMITED

(Adopted by Special Resolution passed 26 February 1991...)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to The Companies (Table A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

SHARE CAPITAL

2.1 The Share Capital of the Company is £1229 divided into 645 'A' Ordinary Shares of £1.00 each 25 'B' Ordinary Shares of £1.00 each 153 'C' Ordinary Shares of £1.00 each 197 'D' Ordinary Shares of £1.00 each and 209 'E' Ordinary Shares of £1.00 each

2.2 Save as otherwise provided in these Articles the 'A' Ordinary Shares the 'B' Ordinary Shares the 'C' Ordinary Shares the 'D' Ordinary Shares and the 'E' Ordinary Shares shall rank pari passu in all respects.

2.3 If a dividend or other distribution shall be recommended and declared in respect of any of the 'A' Ordinary Shares or the 'B' Ordinary Shares or the 'D' Ordinary Shares or the 'E' Ordinary Shares or in respect of all the 'A' Ordinary Shares the 'B' Ordinary Shares the 'D' Ordinary Shares and the 'E' Ordinary Shares then a dividend or distribution in the like amount per share would also be declared in respect of the 'C' Ordinary Shares, but the converse shall not apply such that a dividend or

other distribution may be recommended and declared from time to time on the 'C' Ordinary Shares without a dividend or distribution in the like amount being declared on any of the 'A' Ordinary Shares the 'B' Ordinary Shares the 'D' Ordinary Shares or the 'E' Ordinary Shares or all the 'A' Ordinary Shares and 'B' Ordinary Shares and the 'D' Ordinary Shares and the 'E' Ordinary Shares

2.4 Any distribution by way of dividend made in accordance with clause 2.3 hereof shall be made pro rata to all shareholders entitled thereto.

### 3. VARIATION OF CLASS RIGHTS

#### CLASS RIGHTS

3.1 No resolution shall be passed by the Board of Directors of the Company and no resolution shall be passed by the Company at a general or an extra-ordinary meeting in so far as the resolution relates to matters referred to in clause 3.2 hereof unless and until the resolution is approved by the holders of all the "D" Ordinary Shares and the "E" Ordinary Shares provided that such class rights shall be subject to the provisions on transfer of shares contained in clause 18 hereof.

3.2 (a) the sale of all or substantially all of the assets or shares in the Company or any current or future Subsidiary of the Company;

(b) the liquidation or winding up of the Company or any current or future Subsidiary of the Company;

(c) any merger or consolidation of the Company or any current or future Subsidiary of the Company with any other entity;

(d) the declaration of any dividend or distribution by the Company with respect to its outstanding shares, if the fair market value of the cash or property so distributed is greater than £20,000.;

(e) the issue of any shares of the Company or any current or future Subsidiary of the Company or any options, warrants or other instruments convertible into such shares;

(f) the public flotation of any shares of the Company or any current or future Subsidiary of the Company;

(g) the entering into of any contract or agreement

(including agreements to borrow money or pledge assets) by the Company or any current or future Subsidiary of the Company which would involve the borrowing, pledge or expenditure by the Company or such Subsidiary of an amount in excess of £50,000; and

(h) any alteration or amendment to the Memorandum or Articles of Association of the Company or of any current or future Subsidiary of the Company.

For the purposes of this Agreement, a "Subsidiary" of the Company shall mean any entity (i) in which the Company has an equity interest of 50% or more or (ii) which is otherwise controlled by, or under common control with the Company.

#### ALLOTMENT OF SHARES

4. (a) The Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, dispose of or grant options or any other rights over any relevant securities (as defined in Section 80 of the Companies Act 1985) to such persons on such terms and in such manner as they think fit up to the amount of the share capital of the Company at the date of adoption of these Articles at any time or times during the period of five years from the date of adoption of these Articles. The authority shall enable the Directors to allot all relevant securities after the expiry of the said period of five years pursuant to an offer or an agreement made by the offer before the expiry of the said period. All unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the Directors who may allot or grant options over the same to such persons and on such terms and in such manner as they think fit.

(b) All shares which the Directors propose to issue shall first be offered to the then current holders of 'A' 'B' 'C' 'D' and 'E' Ordinary shares in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Such shares which are accepted shall become upon allotment if accepted by a holder of 'A' Ordinary Shares, 'A' Ordinary Shares, if accepted by a holder of 'B' Ordinary Shares, 'B' Ordinary Shares if accepted by a holder of 'C' Ordinary Shares, 'C' Ordinary Shares and if

accepted by a holder of 'D' Ordinary Shares, 'D' Ordinary Shares and if accepted by a holder of 'I' Ordinary Shares, 'I' Ordinary Shares. Any shares not accepted pursuant to such offer or further offer as aforesaid be not capable of being offered as aforesaid except by way of fractions and any share released from the provisions of this Article by any such Special Resolution as aforesaid shall be designated a separate claim under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (E) (inclusive) of the Act shall not apply to the Company.

#### SHARES

5. The lien conferred by Clause 8 in Table A shall attach also to fully paid up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

6. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSFER OF SHARES

7. If any Member wishes to transfer his Shares, or any of them, such Member (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such Shares. The transfer notice shall state the number of shares which the transferring member wishes to transfer and if the transferring member has a bona fide offer to purchase the shares from a third party who is not a member the provisions of clauses 9 to 12 shall apply. If no such offer to purchase applies and such transferring member desires to offer to transfer his shares to another member or members then the provisions of clause 13 to 17



shall apply. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

8. A transfer notice from a member who has received a bona fide offer for his shares from a third party non member shall include the members name and address the number of shares on offer and the price offered including information as to whether the offer price is in cash or if not the value of the offer, the terms upon which the transfer is to be made and the name of the person or persons to whom the transfer to be made. If the consideration to be paid for such Shares is other than cash or notes such transfer notice shall be accompanied by a certificate of value with respect to such consideration signed by a chartered accountant. The receipt of such transfer notice by the Directors shall constitute an authority to them to offer for sale the Shares which the transferring Member wishes to transfer in the following manner :-

The Directors shall forthwith cause a notice in writing to be sent to every other Member of the Company stating the number and the value of such Shares, and shall therein invite each of such Members to give notice in writing, within fourteen days, whether he is willing to purchase any, and if so what maximum number, of such Shares on the same terms and conditions set forth in the transfer notice.

9. If at the expiration of the fourteen days referred to in Clause 8 of these Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the of the Shares which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member, and the transferring Member shall complete and execute a transfer of those of the such Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member, and shall deliver up the said transfer and the relative Share Certificates to the Directors acting as agent for the purchasing Member upon payment of the purchase money all in accordance with the terms and conditions set forth in the transfer notice. If at the expiration of the said fourteen days two or more Members (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the Shares the Directors shall apportion such Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively, provided that none of the purchasing Members shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in the said notice. The Directors shall then inform the transferring Member of the names and addresses of the purchasing Members and the

number of Shares to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members or those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause, and shall deliver up the transfers and the relative Share Certificates to the Directors acting as agent for the purchasing Members upon payment of the purchase money all in accordance with the terms and conditions set forth in the transfer notice.

10. If the Directors shall be unable upon the expiry of the second period of fourteen days referred to in Clause 9 of these Articles, to find a purchaser for all or any of the Shares being the subject of the transfer notice, the transferring Member may for a period of 30 days thereafter transfer such Shares or those thereof which remain unsold to the person or persons for the consideration and upon the terms and conditions (other than as to the number of shares offered, which shall reflect the balance of the shares offered but not accepted as aforesaid) set forth in the transfer notice provided that any deviation from the terms of such transfer shall require the making of a new offer to the members in accordance with clauses 7 to 9 hereof. The Directors may refuse to register any transfer and the said person as Member of the Company if such transfer is not made in accordance with clauses 7 to 9 hereof.

11. All or any of the Shares being the subject of the transfer notice are subject to the provisions of clause 10 hereof

12. If any Member wishes to transfer his Shares or any of them to another Member or Members, such Member (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such Shares. The transfer notice shall specify the number of Shares which the transferring Member wishes to transfer, and the sum estimated by the transferring Member to be the value of each of such Shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

13. The receipt by the Directors of a transfer notice shall constitute an authority to them to offer for sale the Shares which the transferring Member wishes to transfer at a fair value, to be ascertained as follows :-

(a) The Directors shall request an independent chartered accountant agreed between the transferring member and the Directors or in default nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales to make, in writing a valuation of the current fair market

value of such Shares, and the sum thus fixed by such Accountant shall be the fair value as between a willing buyer and a willing seller and disregarding the size of shareholding being sold;

14. When the fair value of the Shares which the transferring Member wishes to transfer shall have been fixed in the manner described in Clause 13 of the Articles, the Directors shall forthwith cause a notice in writing to be sent to the transferring Member, informing him of the fair value of such Shares, and shall also cause a notice to be sent to every other Member of the Company stating the number and the fair value of such Shares, and shall therein invite each of such Members to give notice in writing, within fourteen days, whether he is willing to purchase any, and if so what maximum number, of such Shares.

15. If at the expiration of the fourteen days referred to in Clause 14 of these Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the shares which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member, and the transferring Member shall complete and execute a transfer of those of the such Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member, and shall deliver up the said transfer and the relative Share Certificates to the Directors acting as agent for the purchasing Member upon payment of the purchase money. If at the expiration of the said fourteen days two or more Members (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the shares the Directors shall apportion such Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively, provided that none of the purchasing Members shall be obliged to take more than the maximum number of such Shares which he has expressed his willingness to take in the said notice. The Directors shall then inform the transferring Member of the names and addresses of the purchasing Members and the number of shares to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members or those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause, and shall deliver up the transfers and the relative Share Certificates to the Directors acting as agent for the purchasing Members upon payment of the purchase money.

16. If the Directors shall be unable upon the expiry of the

second period of fourteen days referred to in Clause 16 of these Articles, to find a purchaser for all or any of the shares being the subject of the transfer notice, the transferring Member may transfer such Shares or those thereof which remain unsold to any person, even though such person is not a Member of the Company, and at a price no less than the fair value ascertained pursuant to Clause 14 of these Articles and for the avoidance of doubt the provision of clauses 7 - 10 shall not apply to such transfer.

17. If all or any of the Shares being the subject of the transfer notice are transferred to any member of the Company or any person (pursuant to clauses 10 and 16) other than to a person who is already a holder of 'D' Ordinary Shares or 'E' Ordinary shares such shares shall be re-designated and for the avoidance of doubt clause 3 shall not apply to such redesignated Ordinary Shares. Where any shares are transferred by an 'E' Shareholder or a 'D' Shareholder to a non member the rights attaching to those shares by virtue of clause 3 hereof shall remain in effect.

18. The provisions of clauses 7 to 17 shall not apply to the transfer of shares by a shareholder to a shareholders spouse child or successors or to a trustee for the benefit of such persons and the shareholder shall have the right to transfer such shares to such persons provided that the transferee complies with the provisions of clause 22 hereof.

19. No shareholder shall grant a charge over or lien with regard to his Shares without first obtaining the consent of the holders of seventy per cent (70%) of the authorised or issued shares and any such charge or lien in contravention of this clause shall be null and void.

20. Any charge or lien approved by the shareholders in accordance with this clause shall include a proviso that there be delivered to the mortgage holder a copy of these Articles, and that the mortgage holder shall acknowledge that it should be bound by the provisions hereof.

21. All Shares now owned or hereafter acquired by the shareholders (including all shares of any class of capital of the Company hereafter so acquired) shall at all times be subject to the terms and conditions of these clauses Articles and shall be deemed to be "Shares" as defined herein. A proviso referring to this clause shall be inserted upon any and all certificates representing Shares which may be issued to the shareholders at any time in the future while this clause shall remain in force and effect, and the shareholders agree to surrender the certificates representing their Shares to the Company in order to permit such Memorandum to be affixed thereto.

22. Any transferee of Shares, whether a shareholder or otherwise

(including any transferee by will, devise or succession shall hold the transferred Shares subject to the terms and conditions of these Articles and it shall be a condition of any such transfer that the transferee shall agree to be bound by the terms of these Articles in which event such transferee shall be deemed to be a "shareholder" for the purposes of these Articles. Any transfer of Shares in violation of this clause shall be null and void and the Company shall not record such transfer on the stock transfer records of the Company.

23. The right of refusal set forth in Clauses 7 to 17 hereof may be waived with respect to the transfer by any shareholder of any of his Shares upon the written consent of the shareholders holding seventy percent (70%) in voting interest of the aggregate number of issued and outstanding shares of the Company, then held by the shareholders (other than the Offering Shareholder).

#### GENERAL MEETINGS AND RESOLUTIONS

24. (a) A notice convening a General Meeting shall be required to specify in reasonable detail the nature of the business to be transacted and Clause 38 in Table A be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and the notices of and other communications relating to any General Meeting is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

25. (a) Clause 40 in Table A shall not apply to the Company. No business shall be transacted at any meeting unless a quorum is present. Two members holding not less than fifty one per cent of the issued capital of the Company in person or by proxy or a duly authorised representative of a corporation shall be a quorum.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place

as the Directors may determine; and if at the adjourned General

Meeting a quorum as not present within half an hour from the time appointed therefor such adjourned General Meeting shall be held as aforesaid.

#### APPOINTMENT OF DIRECTORS

26. (a) Clause 64 in Table A shall not apply to the Company.

(b) The minimum number of Directors shall be two and the maximum shall be six of which one each shall be nominated from time to time by the holders of 'A' Ordinary Shares 'C' Ordinary Shares 'D' Ordinary Shares and 'E' Ordinary Shares.

(c) The Directors shall not be required to retire by rotation and Clause 73 to 80 (inclusive) in Table A shall not apply to the Company.

#### BORROWING POWERS

27. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, subject in all cases to Section 3 hereof and (in the case of security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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 of any third party.

#### ALTERNATE DIRECTORS

28. (a) Any Director (other than an alternate Director) may appoint any other Director or any other person approved by a resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(c) A Director, of any such other person as is mentioned in Clause 66 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall

count as only one for the purpose of determining whether a quorum is present.

#### DISQUALIFICATION OF DIRECTORS

29. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs; Table A shall be modified accordingly.

#### GRATUITIES AND PENSIONS

30. (a) The Directors may exercise the powers of the Company conferred by Clause 3(20) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

#### PROCEEDINGS OF DIRECTORS

31. (a) A Director may not vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, that it in any way concerns or relates to a matter in which he has disclosed any kind of interest whatsoever whether direct or indirect, and if he shall vote on any such resolution as aforesaid his vote shall not be counted; and in relation to any such resolution as aforesaid he shall not (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

32. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 11B in Table 7 shall not apply to the Shares.

#### 32. LIMITATION ON TRANSFER OF CONTROL

32.01 No sale or transfer of any shares conferring the right to vote at General Meetings of the Company, which would result if made and registered in the name of a person who was not a member of the Company on the date of adoption of these Articles in such person obtaining a controlling interest in the Company or any sale or transfer of any 'D' Ordinary Shares as the case may be (hereinafter called "the Specified Shares"), shall be made or registered without the previous written consent of the holders of the 'B' Ordinary Shares 'C' Ordinary Shares and 'D' Ordinary Shares unless before the transfer is lodged for registration such person or his nominee has offered to purchase the whole or like proportion of the 'B' Ordinary Shares 'C' Ordinary Shares and 'D' Ordinary Shares at the relevant price as hereinafter defined any such offer to be in writing and open for acceptance for at least thirty (30) days.

32.02 The provisions of Article 7 to 17 shall not apply to any transfer made by a holder of 'B' Ordinary or 'C' Ordinary Shares pursuant to this Article 32.

#### INTERPRETATION

34. For the purpose of these Articles

(a) where the context so permits references to the singular shall include references to the plural and vice-versa

(b) the expression "a controlling interest" shall mean an interest (within the meaning of section 203 of the Companies Act 1985) in shares controlling in the aggregate 50% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all General Meetings.

(c) All other regulations of the Company relating to the transfer of shares and right to registration of the transfers shall be subject to the provisions of this Article.

(d) the expression "transfer transferor and transferee" shall include respectively the renunciation of a renounceable letter of allotment to the original allottee and the renouncee and any such letter of allotment.



(b) the expression "the relevant price" shall mean the price per share equal to that offered or paid or payable by the proposed transferee or his nominee for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any consideration in cash or otherwise received or receivable by the holders of the Specified Shares which having regard to the substance of the transactions as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares and in the event of disagreement the calculation of the relevant price shall be referred to as an umpire acting as an expert and not as an arbitrator nominated by the parties concerned or in the event of disagreement as to a nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales whose decision shall be final and binding. The Arbitration Acts 1950-1979 shall not apply.

#### NAME AND ADDRESSES OF SUBSCRIBERS

1. ANTHONY MARK WILLIAMS ONE SHARE  
General Buildings  
31/33 Newport Road  
Cardiff  
Solicitor
2. JOHN LAWRENCE DAVID BELL ONE SHARE  
General Buildings  
31/33 Newport Road  
Cardiff  
Solicitor

Dated this 8th day of December 1988.

Witness to the above signatures

Islwyn Thomas Wigley  
General Buildings  
31/33 Newport Road  
Cardiff

Solicitor

# G

COMPANIES FORM No. 123

## Notice of increase in nominal capital

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2339845

Name of company

\* MOLECULAR LIGHT TECHNOLOGY LIMITED

\*Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 26.2. 1991 the nominal capital of the company has been increased by £ 209 beyond the registered capital of £ 1020.

\*The copy must be  
printed or in some  
other form approved  
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

The new 209 Shares of £1.00 each shall be designated 'E' Ordinary Shares and shall have the rights and be subject to the restrictions set out in the new Articles of Association which the Company has adopted (a copy of which is annexed hereto).

Please tick here if  
continued overleaf

☐

Signed

*J. Weeks*

Designation

SECRETARY

Dated

26<sup>th</sup> February 1991

Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Presentor's name, address and  
reference (if any):

**BELL & CO.  
SOLICITORS  
CAERWYS HOUSE  
WINDSOR LANE  
CARDIFF**

For official use

General section

Post room

COMPANIES HOUSE

0 2 MAR 1991

M

66



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1987 Edition  
4 87 BM

5017157

# G

COMPANIES FORM No. 225(1)

# 225(1)

## Notice of new accounting reference date given during the course of an accounting reference period

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

1. To the Registrar of Companies  
(Address overleaf - Note 6)

Company number

2339845

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

Name of company

MOLECULAR LIGHT TECHNOLOGY LIMITED

\* insert full name of company

### Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 1 1 2

3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3 1 1 2 1 9 9 1

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_ and it is still in force.

† Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

6. Signed J Woodlee Designation Director Date 2/3/92

Presenter's name address telephone number and reference (if any):

TOUCHE PONS  
BLENHEIM HOUSE  
FITZALAN COURT  
NEWPORT ROAD  
CARDIFF CF2 1TS  
Telephone: (0222) 481111

For official use  
D.E.B.

Post room

TOUCHE PONS HOUSE  
04 MAR 1992  
M 61