

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

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

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

To the Registrar of Companies

For official use

For official use

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2425430

Name of company

* AVL MEDICAL INSTRUMENTS U.K. LIMITED

* Insert full
name of CompanyI, JILL MADELEINE KENNEDY
of 10 BENNETTS HILL, BIRMINGHAM B2 5RS† delete as
appropriate

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

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

Declared at 43, Cannon Street
Birmingham

Declarant to sign below

the 13th day of September
One thousand nine hundred and eighty-nine
before me MISS D. FABER

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

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

Shakespeares
10 Bennetts Hill
Birmingham
B2 5RS

Ref: JK

For official Use

New Companies Section

Post room

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

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

Name of company

*Insert full name
of company

* AVL Medical Instruments U.K. Limited

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

Unit 24			
Whitebridge Industrial Estate			
Whitebridge Lane			
Stone	Staffordshire	Postcode	ST15 8LQ

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

☐

	Postcode

Number of continuation sheets attached (see note 1)

☐

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

Shakespeares
10 Bennetts Hill
Birmingham B2 5RS

Ref: JK

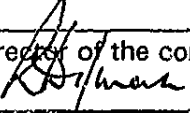
For official use

General Section

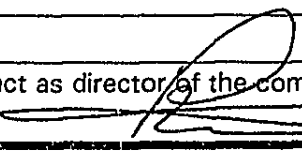
Post room

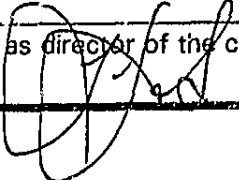
The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3)		RODERICK DOLMAN		Business occupation	
				Technical Director	
Previous name(s) (note 3)		none		Nationality	
Address (note 4)		4 Macaulay Road		British	
		Rugby		Date of birth (where applicable)	
Warwickshire		Postcode	CV22 6HE	(note 6)	N/A
Other directorships†					
None					
I consent to act as director of the company named on page 1					
Signature 				Date 26.8.89.	

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

Name (note 3)		FRANCOIS RUCHET		Business occupation	
				Director	
Previous name(s) (note 3)		None		Nationality	
Address (note 4)		Chemin de Champs		Swiss	
		Prevriere 1 Belmont 1092		Date of birth (where applicable)	
Switzerland		Postcode		(note 6)	N/A
Other directorships†					
None					
I consent to act as director of the company named on page 1					
Signature 				Date Aug 26. 89	

Name (note 3)		LEONARD WILSON JONES		Business occupation	
				Managing Director	
Previous name(s) (note 3)		None		Nationality	
Address (note 4)		Hillside Brynford Road		British	
		Holywell Clwyd		Date of birth (where applicable)	
Wales		Postcode		(note 6)	N/A
Other directorships†					
None					
I consent to act as director of the company named on page 1					
Signature 				Date 29/08/89	

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write in
this margin

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

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

Name (notes 3 & 7)		CATHERINE HEALEY	
Previous name(s) (note 3)			
Address (notes 4 & 7)		Chemin de Criblette	
		106 Grandvaux	
		Switzerland	Postcode
I consent to act as secretary of the company named on page 1			
Signature		Date	
<i>C. Healey</i>		29/8/89	

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

Delete if the form is
signed by the
subscribers.

Signature of agent on behalf of subscribers		Date

Delete if the form is
signed by an agent
on behalf of the
subscribers.

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

Signed	<i>John J. ...</i>	Date	12/9/89.
Signed	<i>Anthony H. ...</i>	Date	13/9/89.
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	



COMPANY LIMITED BY SHARES

Memorandum of Association

of

AVL MEDICAL INSTRUMENTS U.K. LIMITED

1. The name of the Company is "AVL MEDICAL INSTRUMENTS U.K. LIMITED"

2. The registered office of the Company will be situate in England and Wales

3. The objects for which the company is established are:-

(a) To carry on business as dealers whether by mail order by retail or wholesale or otherwise in and as factors merchants importers and exporters and general distributors of and agents in and of and generally as vendors and purchasers in the course of business of and as manufacturers processors repairers and servicers of medical surgical electrical pharmaceutical chemical and scientific apparatus articles preparations and compounds of all kinds and as agents or dealers (both wholesale and retail) in all articles of medical commercial manufacturing personal and household use and in all kinds of raw materials and commodities

(b) To commence or acquire and to carry on any trade business undertaking project enterprise or activity (whether profit making or non-profit making) of whatsoever description and whatsoever nature which by the law of England may be legitimately carried out by any British subject being resident in Great Britain (but subject to such restrictions permissions and licensing as shall from time to time be rendered necessary by



English law and excluding such businesses and activities as made expressly by English law shall not be carried on by or through the medium of the limited company)

- (c) In the carrying on or into effect of any trade business undertaking project enterprise or activity which this Company is empowered to carry on, or so as to prepare the Company for the same or put the Company into a better position to carry on the same or to benefit any employees (including Directors) of the Company or to improve employee relations or for any other purpose incidental to the carrying on or proposed carrying on of the Company's activities to make use of such procedures enter into such arrangements whether formal or informal or agreements and to make use of such powers whether alone or as agent for or jointly with any other person firm or company as are lawfully available to a British subject being resident in Great Britain (but subject to such restrictions, permissions, and exclusions as set out in sub-clause (b) hereof) whether or not of a nature more particularly specified in the remaining sub-clauses of this clause which, insofar as they come within the ambit of this sub-clause are set out for the purpose of example but without prejudice to the independent construction of the remaining sub-clauses insofar as they are not within the ambit of this sub-clause
- (d) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company or which in their opinion will enhance the value of or render profitable any of the Company's assets or property
- (e) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof
- (f) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, runways, landing strips, ports,

harbours, reservoirs, shops, stores, factories, buildings, works, telephone lines, cables, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above and to execute or carry out all kinds of civil mechanical or electrical engineering works

- (g) To acquire by original subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any shares, stocks, debentures, debenture stocks, scrip, bonds, obligations, notes, securities, and investments guaranteed or issued by any company, corporation, trust, firm, or person constituted or carrying on business in any part of the world and debentures, debenture stocks, scrip, bonds, obligations, notes, securities and investments guaranteed or issued by any government or authority, central, federal, municipal, local or otherwise, whether at home or abroad and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof
- (h) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (i) To mortgage or charge all or any part of the undertaking, real property, personal property and assets, present or future, and all or any part of the uncalled capital for the time being of the Company or by both such methods and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit securities of every kind including but not limited to debentures, debenture stock, loan stock and warrants to subscribe the same, whether or not convertible into any other security or share capital of the Company and whether or not secured by any form of charge on any assets of the Company and either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance
- (j) To issue and deposit any securities which the Company has power to issue by way of mortgage to

secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly

- (k) To apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, inventions, brevets d'invention, licences, secret processes, trade marks, designs, copyrights, concessions, franchises, confidential information, know-how, computer systems and programs and any and all types of computerised data and information and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licences or privileges in respect of the same and to expend money in research upon, testing and improving any such items or rights which the Company may acquire or propose to acquire
- (l) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, experts or agents
- (m) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights
- (n) To transact or carry on any kinds of agency business and generally to undertake and carry out all such operations and transactions, (except assurance business within the meaning of the Assurance Companies Act 1909, as amended from time to time) as an individual person may undertake and carry out
- (o) To make advances to any person firm or company with or without security upon such terms as the Company may approve and to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, real property, personal property and assets (present

and future) and all or any part of the uncalled capital of the Company or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and any premiums, interest and dividends of any securities of any person including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's subsidiary or holding company or another subsidiary of the Company's holding company or otherwise associated with the Company

- (p) To make advances or give credit to customers and others with or without security and upon such terms as the Company may approve and to receive money on deposit or loan upon such terms as the Company may approve and generally to act as bankers for customers and others
- (q) To grant pensions, allowances, gratuities, bonuses and profit shares to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections
- (r) To aid in the establishment and support of any schools and any educational, scientific literary, religious, charitable or public institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment
- (s) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- (t) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined
- (u) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or

otherwise or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine

- (v) To accept payment for any property or rights sold, or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- (w) To enter into any partnership joint venture or joint-purse arrangement or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm, body, organisation or person carrying on or proposing to carry on any business within the objects of this Company and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, firm, body, organisation or persons and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, as stock or securities of and to subsidise or otherwise assist any such company, firm, body, organisation or persons
- (x) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company, or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- (y) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business

which is calculated to benefit this Company or to advance its interest, or possessed of property suitable for the purposes of the Company

- (z) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit
- (aa) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner
- (bb) To distribute amongst the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
- (cc) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing and selling or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company
- (dd) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise
- (ee) To do all such other things as may appear to the Company to be incidental or conducive to the above objects or any of them

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause, except for paragraphs (dd) and (ee) which shall be read with all the other paragraphs, shall be separate and distinct and independent objects of the Company and shall not be in any way limited or restricted by reference to or inference from any other paragraph or the order in which the same occur but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company

4. The liability of the members is limited

5. The Capital of the Company is 50,000 Swiss Francs divided into 50,000 shares of 1 Swiss Franc each The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, redemption, voting or otherwise

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company shown opposite our respective names

Names and Addresses of Subscribers	Number of Shares taken By each Subscriber
JILL MADELEINE KENNEDY 10 Bennetts Hill Birmingham B2 5RS Solicitor	One <i>Jill Kennedy</i>
ANTHONY HAMILTON JONES 10 Bennetts Hill Birmingham B2 5RS Solicitor	One <i>Anthony Jones</i>

Dated this *15 September* 19*89*. ✓

WITNESS to the above signatures

HELEN MARIE ANDERSON *Helen Anderson*
159 Darley Avenue
Castle Bromwich
Birmingham B34 6JN

Legal Secretary ✓

Company Number:

THE COMPANIES ACT 1985

Company Limited by Shares

ARTICLES OF ASSOCIATION !

of

AVL MEDICAL INSTRUMENTS U.K. LIMITED

TABLE A

1. Except as provided in these Articles the regulations contained in Table A of the Companies (Tables A-F) Regulations 1985 shall apply to the Company (hereinafter referred to as "Table A") Expressions referring to writing shall include typewriting printing lithography photography telex and facsimile messages and other modes of reproducing words in a legible and non-transitory form

PRELIMINARY

2. The Directors may at any time require any holder of shares to furnish them with any information which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment thereof, together with such evidence as the Directors may reasonably require and if such requirements are not complied with may withhold any dividends or other payments otherwise due or becoming due in respect of the shares registered in the name of such person (whether solely or jointly with some other person or persons)

SHARE CAPITAL

3. The share capital of the Company is 50,000 Swiss Francs divided into 50,000 shares of 1 Swiss Franc each.
4. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as provided by these Articles or by law) the Company, even when having notice thereof, shall not be bound by or recognise any interest in any shares except an absolute right to the entirety thereof, in the holder Regulation 5 of Table A shall not apply to the Company

VARIATION OF CLASS RIGHTS

5. 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 or issuing 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
6. 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 that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares 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 to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be one person holding or representing by proxy one-third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those Members who are present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively

ALLOTMENT OF SHARES

7. Subject to the provisions of Article 6, and in accordance with Section 80 of the Act, the Directors are hereby unconditionally authorised

at any time or times during the period of 5 years from the date of incorporation

- (1) to allot relevant securities of the Company (as defined in the said Section) up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment; and
- (2) to make at any time before the expiry of the foregoing authority any offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority provided that the authority hereby given may, subject to the said Section 80, be renewed, revoked or varied by the Company at any time during such period by Ordinary Resolution and unless so renewed, revoked or varied, such authority shall expire at the end of such period

8. Subject to the provisions of Article 6 and to the provisions of Sections 89 and 90 of the Act, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to such persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the Resolution creating or issuing such shares or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription, all shares whether forming part of the existing or any increased capital shall be at the disposal of the Directors who may issue them, subject to Section 80 of the Act, to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit PROVIDED THAT the provisions of the said Section 89(1) of the Act shall not apply to any initial allotment of shares made by the Directors upon or within six months after the date of incorporation of the Company

9. No shares shall be issued to any infant, bankrupt or person of unsound mind

LIENS

10. The Company shall have a first and paramount lien on every share whether fully paid or not for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share 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 a liability to the Company whether such person shall be

the sole registered holder thereof or shall be one of several joint holders and shall be a first and paramount lien for all monies and liabilities whether presently due and payable or not The Directors may at time declare any share to be wholly or in part exempt from the provisions of this Article The Company's lien (if any) on a share shall extend to any amount payable in respect of it Regulation 8 of Table A shall not apply to the Company

11. The purchaser of any shares sold pursuant to Regulation 9 of Table A shall not be bound to see to the application of the purchase money Regulation 10 of Table A shall be modified accordingly

TRANSFER OF SHARES

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

TRANSMISSION OF SHARES

13. A person entitled to a share in consequence of a death bankruptcy receivership or liquidation of a holder shall be bound at any time, if and when called upon in writing by the Directors so to do, to elect either to be registered himself or to transfer the shares and if such notice is not complied with the Directors may thereafter withhold all payments in respect of the share until the requirements of the notice have been complied with

GENERAL MEETINGS

14. The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 2 months after receipt of the requisition If there are not for a consecutive period of six weeks or more sufficient Directors in the United Kingdom to call a general meeting, any Director may call a general meeting If there are no Directors of the Company at any time, any shareholder may at such time call a general meeting Regulation 37 of Table A shall not apply to the Company

PROCEEDINGS AT GENERAL MEETINGS

15. If at any adjourned general meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during such an

adjourned meeting a quorum ceases to be present one person entitled to be counted in a quorum present at the meeting shall be a quorum

16. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote Regulation 46 of Table A shall be modified accordingly
17. An instrument executed for the purposes of Regulation 53 shall be deemed to be duly executed if it is sent to or received by the Company in legible or non-transitory form over the name of the member or its duly authorised representative

VOTES OF MEMBERS

18. Subject to any rights or restrictions attached to any shares on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote, and on a poll every member shall have one vote for every share of which he is the holder Regulation 54 of Table A shall not apply to the Company
19. On a poll a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way
20. The instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and shall be executed by or on behalf of the appointor A member may appoint more than one proxy to attend on the same occasion Deposit of an instrument of proxy shall not preclude a member from attending and voting at any meeting or at any adjournment thereof Regulations 60 and 61 of Table A shall not apply to the Company

ALTERNATE DIRECTORS

21. An alternate director's appointment shall determine if by writing under his hand left at, or sent to the Office he shall resign such an appointment
22. An alternate director shall be repaid by the Company such expenses as might properly be repaid to him if he were a director

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. The directors shall not retire by rotation Regulations 73 to 75 (inclusive) of Table A shall not apply to the

Company

24. Without prejudice to the powers of the Company under section 303 of the Act to remove a director by ordinary resolution the holder or holders for the time being of more than one half of the issued ordinary shares of the Company shall have the power from time to time and at any time to appointment any person or persons as a director or directors either as additional director or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its directors and shall take effect upon lodgement at the registered office of the Company. Regulations 76 to 81 (inclusive of Table A shall not apply to the Company.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

25. The office of a director shall be vacated:
- (i) if by notice in writing to the Company he resigns the office of director;
 - (ii) if he shall for more than 6 months have been absent without permission of the directors from meetings of the directors held during that period unless he shall have appointed an alternate director who has not been similarly absent during such period
 - (iii) if he becomes bankrupt or enters into any arrangement with his creditors
 - (iv) if he is prohibited from being a director by an order made under any provision of the Act
 - (v) if he becomes of unsound mind
 - (vi) if he is removed from office under Article 24

DIRECTORS' APPOINTMENT AND INTERESTS

26. A managing director or any executive director shall, but without prejudice to any claim for damages any such managing or executive director may have for breach of any service contract between him and the Company, be subject to the same provisions as to removal and as to vacation of office as the other directors of the Company and if he ceases to hold the office of director from any cause he shall ipso facto and immediately (but without prejudice as aforesaid) cease to be a managing director or such executive

director A managing or executive director holding office for a fixed period shall not be entitled to resign as a director of the Company and Regulation 81 of Table A shall be read and construed accordingly The last sentence of Regulation 84 of Table A shall not apply to the Company

27. Regulations 85 and 86 of Table A shall be amended by omitting therefrom the words "and extent" wherever they appear

DIRECTORS' GRATUITIES AND PENSIONS

28. Regulation 87 of Table A shall be amended by adding the words "or associated Company" after the word "subsidiary" wherever it appears in the Regulation

PROCEEDINGS OF DIRECTORS

29. It shall be necessary to give notice of a meeting to a director who is absent from the United Kingdom provided that such director shall have notified the Secretary in writing of a method whereby the director can be contacted for the purpose of serving such a notice Regulation 88 shall be modified accordingly
30. A document signed for the purposes of Regulation 93 shall be deemed to be duly signed if it is sent to or received by the Company in legible and non-transitory form over the name of the director or alternate director Regulation 93 shall be modified accordingly
31. Subject to the requirements of the Act, any director or alternate director may, as a director, vote at any meeting of the directors or a committee of directors in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and, if he shall do so, his vote shall be counted and he shall be reckoned in the quorum present at the meeting Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company
32. Any director or member of a committee of the board may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting
33. The following sentence shall be added to Regulation 72 of Table A:

Any committee shall have power unless

the directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a director of the Company

OFFICIAL SEAL FOR USE ABROAD

34. The Company may have an official seal for use abroad under the provisions of the Act where and as the directors shall determine and the Company may by writing under the common seal appoint any agents or agent committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company the reference shall when and so far as may be applicable be deemed to include any such official seal as aforesaid

CAPITALISATION OF PROFITS

35. The directors may with the authority of an ordinary resolution of the Company
- (a) subject as hereinafter provided resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
 - (b) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if it were then distributable and it were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article only be applied in paying up unissued shares to be issued to members credited as fully

paid;

- (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall rank for dividend only to the extent that the latter shares rank for dividend
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions; and
- (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively credited as fully paid of any shares or debentures to which they are entitled upon such capitalisation any agreement made under such authority being binding on all such members Regulation 110 of Table A shall not apply to the Company

INDEMNITY

33. Every director alternate director auditor secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs charges losses expenses and 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 judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court and no director alternate director auditor secretary 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 PROVIDED THAT this Article shall only have effect insofar as its provisions are not avoided by the provisions of the Act

Names and Addresses
of Subscribers

Signatures
of
Subscribers

JILL MADELEINE KENNEDY
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Birmingham B2 5RS

Solicitor

Jill Kennedy
✓

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Solicitor

Anthony H Jones
✓

DATED 13th September 1989.

WITNESS to the above signatures

HELEN MARIE ANDERSON
159 Darley Avenue
Castle Bromwich
Birmingham B34 6JN

Legal Secretary

Helen Anderson ✓



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

No. 2425430

I hereby certify that

AVL MEDICAL INSTRUMENTS U.K. 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 22 SEPTEMBER 1989

A handwritten signature in cursive script, reading "F. A. Joseph.".

F. A. JOSEPH

an authorised officer