

G

COMPANIES FORM No. 12

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

12

Please do not  
write in  
this margin

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

To the Registrar of Companies

For official use

For official use

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

Name of company

\* ALGER LIMITED

\* insert full  
name of Company

I, MARTYN PAUL ASHLEY TAYLOR

of WEST KENT HOUSE CROFT ROAD CROWBOROUGH EAST SUSSEX

† 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 London

Declarant to sign below

the 25<sup>th</sup> day of January  
One thousand nine hundred and 91  
before me Simon

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

*[Signature]*

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

For official Use  
New Companies Section

Post room

COMPANIES HOUSE  
29 JAN 1991



C O M P A N I E S H O U S E

COMPANIES HOUSE

29 JAN 1991

M

16

10

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

This form should be completed in black.

Company name (in full)

CN

2581060

For official use

A

ALGER LIMITED

Registered office of the company on  
incorporation.

RO

WEST KENT HOUSE

CROFT ROAD

Post town

CROWBOROUGH

County/Region

EAST SUSSEX

Postcode

TN6 1DL

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

☐

RA

Name

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

Ashley Taylor & Co  
DX 36851 Crowborough

Postcode

Telephone

0892 665112

Extension

23

**Company Secretary** (See notes 1 - 5)

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Consent signature

**CS** MISS  
ANGELA JEAN  
McCOLLUM  
WEST KENT HOUSE  
CROFT ROAD  
CROWBOROUGH  
EAST SUSSEX  
TN6 1DL ENGLAND  
I consent to act as secretary of the company named on page 1

Signed *Angela McCollum*

Date 24-1-91

**Directors** (See notes 1 - 5)

Please list directors in alphabetical order.

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

**CD** MR  
MARTYN PAUL  
ASHLEY TAYLOR  
WEST KENT HOUSE  
CROFT ROAD  
CROWBOROUGH  
EAST SUSSEX  
TN6 1DL ENGLAND  
**DO** 110455  
Nationality **NA** BRITISH  
**OC** LAWYER  
**OD** NONE

I consent to act as director of the company named on page 1

\* Voluntary details

**Directors** (continued)

(See notes 1 - 5)

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

**Consent signature**

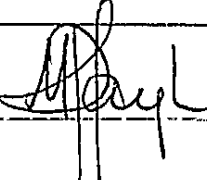
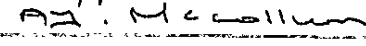
Delete if the form  
is signed by the  
subscribers.

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

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

<b>CD</b>	
<b>AD</b>	
Post town	
County/Region	
Postcode	Country
<b>DO</b>	Nationality <b>NA</b>
<b>OC</b>	
<b>OD</b>	
I consent to act as director of the company named on page 1	
Signed	Date

Signature of agent on behalf of all subscribers	Date
---	------

Signed 	Date 24-1-91
Signed 	Date 24-1-91
Signed	Date
Signed	Date
Signed	Date

2581060



N/W  
EZ000R  
000372

# THE COMPANIES ACT 1985

## COMPANY LIMITED BY SHARES



## MEMORANDUM OF ASSOCIATION OF ALGER LIMITED



1. The name of the Company is ALGER LIMITED
2. The Registered Office of the Company will be situate in England.
3. (a) The objects for which the Company are established are to carry on, in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses; manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial, manufacturing, personal and household use and consumption and in all kinds of raw materials; warehousemen; storage contractors, shipping and forwarding agents; dealers in property and estates; property developers, property managers; estate agents, insurance agents and brokers, financiers, financial agents and to act as nominee, trustee, agent, factor, broker, executor, administrator, receiver for or otherwise on behalf of Companies, Corporations, firms or persons, builders; scaffolders; contractors; heating and ventilation engineers and contractors; refrigeration engineers, specialists and contractors; decorators; painters; bricklayers; carpenters; shuttering manufacturers and erectors; joiners, public works contractors; plasterers, plumbers, electricians, shop front fitters; builders' and decorators' merchants; civil, mechanical, constructional, agricultural, consulting, heating, electrical and general engineers; welders; sheet metal workers; blacksmiths, motor engineers; garage proprietors; car hire service, taxi proprietors and operators; travel agents, tour operators, proprietors of vehicles and vessels of all kinds, transport and haulage contractors; general engineers; tool makers; booking agents for, and managers of, theatres, cinemas and all other kinds of entertainments and sporting events; turf and sporting accountants in all their branches; proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors; dealers in foods and provisions of all kinds; wine and spirit merchants; butchers; grocers, greengrocers, fishmongers and poultry merchants; farmers; florists, horticulturists, bakers; confectioners; tobacconists; ironmongers, hardware merchants; dealers in plastics of all kinds, antique dealers; furniture manufacturers and dealers; leather and fancy goods dealers; jewellers, radio, television and electrical retailers, dealers and repairers; toys, games and sports equipment dealers; photographers and dealers in all kinds of photographic material and equipment, film producers and distributors; textile merchants, tailors, fashion designers, ladies and gentlemen's outfitters, boot and shoe retailers; perfumery and cosmetic dealers, hairdressers; manufacturing and retail chemists; printers, publishers, stationers, advertising and publicity agents; public relation specialists, consultants, business transfer agents and employment agents; computer operators, programmers and dealers; market research specialists; business advisers, mail order specialists; dyers and cleaners, proprietors and launderettes, excavation and demolition contractors; plant hirers, scrap iron and waste merchants and to carry on all or any of the said businesses and provide services in connection therewith, either together as one business or as separate and distinct businesses, in any part of the world.

(b) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.

(c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company.

(d) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or Company in doing any of the things aforesaid.

(e) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stocks and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or Company of any obligation undertaken by the Company or any other person, firm or Company as the case may be.

(f) To apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired.

(g) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other Company or corporation carrying on business in any part of the world.

(h) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any Company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

(i) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient.

(j) To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies.

(k) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or Company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(l) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or Company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(m) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other Company formed or to be formed.

(n) To establish, promote, finance or otherwise assist any other Company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(o) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or Company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any Company formed or promoted by the Company.

(p) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other Company in payment or part payment for any services rendered or for any sale made to or debt owing from any such Company.

(q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(r) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the directors, ex-directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid their families, dependants or connections and to subscribe or contribute to any charitable, benevolent or useful object of a public character.

(s) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, 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.

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

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

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is one thousand pounds divided into one thousand Ordinary Shares of one pound each.

WE, the several persons whose names and addresses are subscribed, and 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
---	--

---

MARTYN PAUL ASHLEY TAYLOR  
West Kent House  
Crowborough  
East Sussex

ONE

Lawyer



ANGELA JEAN McCOLLUM  
West Kent House  
Crowborough  
East Sussex

ONE

Secretary

*A. J. McCollum*

---

Dated 24-1-91

Witness to the above signatures

*M. M. Watkins*

Margaret M. Watkins  
West Kent House  
Crowborough  
East Sussex

Secretary



## **THE COMPANIES ACT 1985**

### **COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF ALGER LIMITED**

#### **PRELIMINARY**

1. Subject as hereinafter provided, the regulations contained in Table A as prescribed pursuant to Section 8 of the Companies Act 1985 and as in force at the date of incorporation of the Company (hereinafter called "Table A") shall apply to the Company.

2. Regulations 8, 24, 64, 73 - 80 incl, 94, 95, 96 and 101 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company. Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force at the date of incorporation of the Company.

## SHARES .

3. The Company is a private Company limited by shares and accordingly,
  - (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company and
  - (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public are prohibited.
4. The Directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit subject to the provisions of Article 3 hereof and provided that no shares shall be issued at a discount.
5. Section 89(1) of the Act shall not apply to the allotment by the Company of equity securities.

## LIEN

6. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not they are fully paid shares) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any 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 all dividends payable thereon.

## TRANSFER AND TRANSMISSION

7. Save in the circumstances set out in the next succeeding Article 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.
8. Subject as hereinafter provided
  - (a) any share may be transferred to a person who is already a member of the Company;
  - (b) any share may be transferred by a member of the Company to any child or remoter issue, parent, brother, sister, or spouse of that member, and any share of a deceased member may be transferred by his personal representatives to any child or remoter issue, parent, brother, sister, widow or widower of such deceased member or his personal representatives may be transferred to the trustees of his will; and
  - (c) any share standing in the names of the trustees of the will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

Provided always that nothing in this Article contained shall prevent the Directors from declining to register a transfer of a share (i) on which the Company has a lien or (ii) to any infant, bankrupt or person of unsound mind.

## GENERAL MEETING

9. 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 notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the Company Secretary for the time being of the Company.

## DIRECTORS

10. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If and so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors. A Director shall not require any share qualification.

11. The first Director or Directors of the Company shall be the person or persons named as the first Director or Directors of the Company in the statement delivered under Section 10(2) of the Act.

## ROTATION OF DIRECTORS

12. In regulation 73 of Table A, after the words "the number nearest to" shall be inserted the words "but not exceeding" and all the words after the semi-colon shall be omitted.

## PROCEEDINGS OF DIRECTORS

13. 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 present at any meeting at which any such contract or arrangement is considered.

## SECRETARY

14. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under Section 10(2) of the Act.

## COMMON SEAL

15. The Company shall not require any document to be sealed by a Common Seal and accordingly Article 101 shall not apply and Article 6 shall be modified such that Share Certificates shall not require to be impressed with the Common Seal. A document executed by a Director and Secretary or by two Directors and expressed to be executed by the Company shall be a valid execution of the document as if it were executed under Seal.

## INDEMNITY

16. In addition to the indemnity contained in regulation 118 of Table A and subject to the provisions of Section 310 of the Act every Director, managing Director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

-----  
Names Addresses and Descriptions of Subscribers  
-----

MARTYN PAUL ASHLEY TAYLOR

West Kent House

Crowborough

East Sussex

Lawyer



ANGELA JEAN McCOLLUM

West Kent House

Crowborough

East Sussex

Secretary

AJ. McCollum

-----  
Dated 24-1-91

Witness to the above signature

M. M. Watkins

Margaret M. Watkins

West Kent House

Crowborough

East Sussex

Secretary

**FILE COPY**



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

No. 2581060

I hereby certify that

**ALGER 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 8 FEBRUARY 1991

A handwritten signature in dark ink, appearing to read 'F. A. Joseph'.

**F. A. JOSEPH**

an authorised officer

**COMPANY LIMITED BY SHARES**

**2581060**

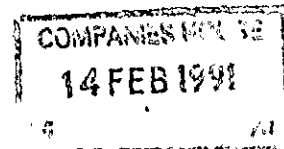
At an Extraordinary General Meeting of the Company duly convened on 13 February 1991 the following Resolution was duly passed as a SPECIAL RESOLUTION:-

**SPECIAL RESOLUTION**

That as a **SPECIAL RESOLUTION** the Memorandum and Articles of Association of the Company be changed to that as attached.

Signed A.A. McLaughlin

Dated 13-2-91



**Ashley Taylor & Co**  
**DX 30851 Crowborough**

2581060

## **THE COMPANIES ACT 1985**

### **COMPANY LIMITED BY SHARES**

#### **MEMORANDUM OF ASSOCIATION OF ALGER LIMITED**

1. The name of the Company is ALGER LIMITED
2. The Registered Office of the Company will be situate in England.
3. (a) The objects for which the Company is established are to carry on all or any of the businesses of manufacturers, manufacturers' agents and representatives, buyers, sellers, distributors, factors, wholesalers, retailers and shippers of and dealers in pharmaceutical products, photographic products, chemical preparations, drugs, patent medicines, medicaments and medicinal preparations of every description, and of and in perfumes, soaps, cosmetics, toiletry and sanitary requisites, surgical dressings, first aid outfits, elastic and rubber goods and chemical, optical surgical, electrical, wireless, photographic and scientific instruments, apparatus, equipment, accessories, goods and materials of all kinds; and to employ properly qualified persons to act on the Company's behalf as dispensing, manufacturing, pharmaceutical, analytical, photographic and advising chemists and druggists and as opticians or otherwise in any manner in which any such persons might act if they were carrying on upon their own behalf any of the businesses of the company; to carry out researches, investigations and experimental work of every description in relation to any materials, substances or subjects connected with or calculated to benefit any of the businesses of the Company and to manufacture, buy, sell, install, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being dealt with 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; and to act as merchants generally.

Ashley Taylor & Co  
DX 36851 Crowborough

(b) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.

(c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company.

(d) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or Company in doing any of the things aforesaid.

(e) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stocks and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or Company of any obligation undertaken by the Company or any other person, firm or Company as the case may be.

(f) To apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired.

(g) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other Company or corporation carrying on business in any part of the world.

(h) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any Company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

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(j) To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies.

(k) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or Company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(l) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or Company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(m) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other Company formed or to be formed.



(n) To establish, promote, finance or otherwise assist any other Company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(o) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or Company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any Company formed or promoted by the Company.

(p) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other Company in payment or part payment for any services rendered or for any sale made to or debt owing from any such Company.

(q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(r) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the directors, ex-directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid their families, dependants or connections and to subscribe or contribute to any charitable, benevolent or useful object of a public character.

(s) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, 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.

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

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

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is one thousand pounds divided into one thousand Ordinary Shares of one pound each.

WE, the several persons whose names and addresses are subscribed, and 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  
-----

MARTYN PAUL ASHLEY TAYLOR  
West Kent House  
Crowborough  
East Sussex

ONE

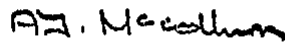
Lawyer



ANGELA JEAN McCOLLUM  
West Kent House  
Crowborough  
East Sussex

ONE

Secretary



Dated    24-1-91

Witness to the above signatures

M.M. Watkins  
West Kent House  
Crowborough  
East Sussex



# **THE COMPANIES ACT 1985**

## **COMPANY LIMITED BY SHARES**

### **MEMORANDUM OF ASSOCIATION OF ALGER LIMITED**

#### **PRELIMINARY**

1. Subject as hereinafter provided, the regulations contained in Table A as prescribed pursuant to Section 8 of the Companies Act 1985 and as in force at the date of incorporation of the Company (hereinafter called "Table A") shall apply to the Company.
2. Regulations 8, 24, 64, 73 - 80 incl. 94, 95, 96 and 101 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company. Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force at the date of incorporation of the Company.

Ashley Taylor & Co  
DX 36851 Crowborough

## SHARES

3. The Company is a private Company limited by shares and accordingly,

(a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company and

(b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public are prohibited.

4. The Directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit subject to the provisions of Article 3 hereof and provided that no shares shall be issued at a discount.

5. Section 89(1) of the Act shall not apply to the allotment by the Company of equity securities.

## LIEN

6. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not they are fully paid shares) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any 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 all dividends payable thereon.

## PRE-EMPTION OF SHARES

7. (a) Notwithstanding, and in derogation of, anything hereinbefore contained, but subject as hereinafter may be mentioned and subject also to any written agreement between the members, any member or representative holder (hereinafter called "the transferor") who intends to transfer any shares in the capital of the Company (hereinafter called "the shares") must, unless all the members of the company resolve otherwise without any vote being cast against such resolution, send to the directors an instrument or instruments of transfer of the shares executed in escrow (hereinafter called "the transferor's transfer") together with all documents of title to, and an estimate of the fair value of, each of the shares, or, in default of agreement, a certificate of their fair value (hereinafter called "the valuation") taking into account inter alia but without limitation the amount of the shares strictly on a proportional basis and without enhancing or reducing the fair value in respect of the proportion which the shares bear to the amount of issued shares and on the assumption that the shares can be transferred without restriction and taking account of the open market value of the assets on an arm's-length sale between a willing purchaser and willing seller and liabilities and nature of the business as a going concern of the Company, such certificate being made at the cost of the transferor by the auditors of the Company or some person nominated by them, and the auditors or person nominated as aforesaid shall be deemed to be acting as experts and not as arbitrators.

(b) The directors shall nominate a person (hereinafter called "the agent") forthwith after receiving the transferor's transfer, the said documents of title and the valuation as and who shall be deemed to be agent and attorney for the transferor on the sale of the shares to any members of the Company except the transferor (hereinafter called "the members").

(c) The directors shall offer not later than seven days after the nomination of the agent the shares for sale at the said fair value by notice in writing (hereinafter called "the offer notice") to the members pro rata the nominal value of their shares, including their unconditional rights (if any) to shares, of the same class as the shares.

(d) The directors shall notify the members in writing not less than seven days nor more than fourteen days after the date of the offer notice of the number of any of the shares not then required in response to the offer notice (hereinafter called "the available shares"). Any of the members may buy any of the available shares, and, in case of dispute, pro rata the nominal value of their shares of the same class as aforesaid.

(e) The agent shall execute all instruments to complete the sale of any of the shares to the members as aforesaid unless the transferor executes and same as requested by the directors, and the receipt of the agent shall be a good discharge for the purchase price. The directors shall inform the transferor of and forthwith after notification as to execution of any transfer as aforesaid by the agent.

(f) The pre-emption rights hereinbefore mentioned shall apply to any transfer of shares in the capital of the Company except, but without exception for any of the shares on which the Company has a lien, for any transfer of the shares made inter vivos or post mortem to:

(i) any of the members;

(ii) the spouse, relict, widower or any other relative or any step or legally adopted relation of the transferor (together hereinafter called "the family") other than of a representative holder or trustee hereinafter mentioned;

(iii) any representative holder on, as the case may be, the death, bankruptcy or insolvency of a member or the making of an order by any competent court by reason of mental disorder of the transferor;

(iv) any trustee appointed by the transferor so long as all the beneficiaries under the trust are members of the family Provided always that any such trustee shall be bound to transfer the shares to any person or persons within the exceptions from pre-emption as aforesaid forthwith if and when any such beneficiary is not a member of the family.

(g) The directors may by notice in writing at any time or times require any member (hereinafter called "the requisitioned member") to indicate the capacity in which the requisitioned member holds any shares (hereinafter called "the investigated shares") in the capital of the Company. So long as the requisitioned member does not identify the absolute beneficial owner of the investigated shares the requisitioned member, so far as the directors shall think fit, shall not be entitled in respect of the investigated shares or any of them to:

(i) receive notice of, attend (whether personally or by proxy), speak or vote at any general meeting of the Company;

(ii) transfer them;

(iii) receive any distribution whether by way of dividend, interim dividend or bonus, or

(iv) acquire or renounce the right to other shares issued by the Company.

(h) If, at any time not later than twenty-eight days after any shareholder ceases to be employed by the Company, the directors so resolve such shareholder shall cease to hold all offices therein whether as director or otherwise according to any such resolution of which notice has been given to the said shareholder, and, unless the transferor's transfer and all documents of title and the valuation have been received by the directors as mentioned in sub-clause (a) of this article 22, the said shareholder shall be deemed to have appointed such one of the directors to execute a transfer or transfers of any shares held by the said shareholder as the directors may resolve at the fair value to be certified in accordance with sub-clause (a) aforesaid, and sub-clauses (c) (d) and (e) of this article 22 shall apply thereto.

8. Subject to any written agreement between the members, shares and any security convertible into shares in the capital of the Company shall be offered in writing to the holders pro rata the nominal values of their shares of the same class as the shares or security so offered at a sum which

in default of agreement shall not exceed the fair value certified at the cost of the Company but otherwise in the same manner as required to be made by article 22 (a) of the articles, such offer to be made not less than fourteen days before the same may be allotted, issued or granted to any other person Provided always that any right of conversion of any security into shares shall not be granted unless so resolved by the Company without any vote being cast against such resolution.

#### GENERAL MEETING

9. 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 notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditors for the time being of the Company.

#### DIRECTORS

10. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If and so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors. A Director shall not require any share qualification.

11. The first Director or Directors of the Company shall be the person or persons named as the first Director or Directors of the Company in the statement delivered under Section 10(2) of the Act.

#### ROTATION OF DIRECTORS

12. In regulation 73 of Table A, after the words "the number nearest to" shall be inserted the words "but not exceeding" and all the words after the semi-colon shall be omitted.

#### PROCEEDINGS OF DIRECTORS

13. 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 present at any meeting at which any such contract or arrangement is considered.

#### SECRETARY

14. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under Section 10(2) of the Act.

#### COMMON SEAL

15. The Company shall not require any document to be sealed by a Common Seal and accordingly Article 101 shall not apply and Article 6 shall be modified such that Share Certificates shall not require to be impressed with the Common Seal. A document executed by a Director and Secretary or by two Directors and expressed to be executed by the Company shall be a valid execution of the document as if it were executed under Seal.

## INDEMNITY

16. In addition to the indemnity contained in regulation 118 of Table A and subject to the provisions of Section 310 of the Act every Director, managing Director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

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### Names Addresses and Descriptions of Subscribers

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MARTYN PAUL ASHLEY TAYLOR  
West Kent House  
Crowborough  
East Sussex

Lawyer



ANGELA JEAN McCOLLUM  
West Kent House  
Crowborough  
East Sussex

Secretary

Angela McCollum

---

Dated 24-1-91

Witness to the above signature

M.M. Watkins  
West Kent House  
Crowborough  
East Sussex

Secretary

M. M. Watkins



**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**ALGER LIMITED**

**2581060**

**SPECIAL RESOLUTION**

passed

27 February 1991

At an Extraordinary General Meeting of the Company duly convened on 27 February 1991 the following Resolution was duly passed as a SPECIAL RESOLUTION:-

**SPECIAL RESOLUTION**

That as a SPECIAL RESOLUTION the name of the Company be changed to AURUM PHARMACEUTICALS LIMITED

Signed *Rosemary Lanning*

Dated *27.02.91*

NW 640 005528  
Ashley Taylor & Co  
DX 36851 Crowborough

000000035

0 2 0 7 9 1



**FILE COPY**



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2581060

I hereby certify that

**ALGER LIMITED**

having by special resolution changed its name,  
is now incorporated under the name of

**AURUM PHARMACEUTICALS LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 3 JULY 1991

*F. A. Joseph.*

F. A. JOSEPH

an authorised officer

# G

COMPANIES FORM No. 224

# 224

## Notice of accounting reference date (to be delivered within 9 months of incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies  
(Address overleaf)

Company number

2581060

Name of company

\* ALGER LIMITED

\* insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be treated as  
coming to an end in each successive year is as shown below:

Important  
The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 0 0 6

5 April  
Day Month

0 5 0 4

30 June  
Day Month

3 0 0 6

31 December  
Day Month

3 1 1 2

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

*Rosemary Lanning*  
Signed

*Secretary*  
Designation†

Date 31 May 1991

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

Ashley Taylor & Co  
DX 36831 Crown Point

For official use  
D.E.B.

Post Office  
COMPANIES HOUSE  
27 JUN 1991  
M 42