

FILE COPY



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

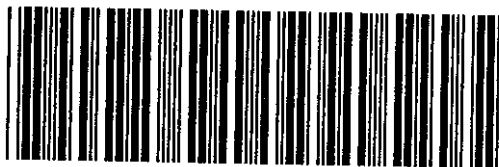
Company No. 3062160

The Registrar of Companies for England and Wales hereby certifies that

HINXTON HALL LIMITED

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

Given at Companies House, London, the 23rd May 1995



\*N030621605\*

A handwritten signature in cursive script, appearing to read 'L. Mills'.

MRS L. MILLS

For The Registrar Of Companies



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

# G

# 12

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

Please do  
not write in  
this margin

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

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

To the Registrar of Companies

For official use

For official use

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3062160
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Name of company

\* Full name of  
company

\* HIXTON HALL LIMITED

I, SIMON JAMES MORRIS

of Sceptre Court, 40 Tower Hill, London EC3N 4BB

† 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

Declarant to sign below

22 Broadway St  
London N1 1HA

the 22nd day of May  
one thousand nine hundred and 95  
before me [Signature]

PLATTEN

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

[Signature: Simon Morris]

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

Cameron Markby Hewitt  
Sceptre Court  
40 Tower Hill  
London EC3N 4BB  
Ref: SM/JF

Ref: DWE (C02)

For official use

New Companies Section

Post Room

# CompuForms

Approval Number CHA 112

# 10

This form should be completed in black.

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

Company name (in full)

☐ CN 3062160

For official use ☐

HINXTON HALL LIMITED

Registered office of the company on incorporation.

☐ RO Sceptre Court

40 Tower Hill

Post town London

County/Region

Postcode EC3N 4BB

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.

☒ X

Name Cameron Markby Hewitt

☐ RA Sceptre Court

40 Tower Hill

Post town London

County/Region

Postcode EC3N 4BB

Number of continuation sheets attached

☐ 0

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

Cameron Markby Hewitt Ref: DWE

Sceptre Court

40 Tower Hill, London

Postcode EC3N 4BB

Telephone 071 702 2345

Extension 6046



(See notes 1-5)

\*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.**

**CD**

CMH DIRECTORS LIMITED

**AD** Sceptre Court  
40 Tower Hill  
Post town London  
County/Region  
Postcode EC3N 4BB Country  
**DO** x x x x x Nationality **NA** xxxxxxxxxxxxxxxx  
**OC** xxx  
**OD**

for and on behalf of CMH Directors Limited

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

Signed Simon Mose Date 22/5/95

Signature of agent on behalf of all subscribers      Date    22 / 5 / 95

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

3062160



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

HINXTON HALL LIMITED

1. The name of the Company is Hinxton Hall Limited.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are to advance the education of the public, in particular, advancing scientific and medical education and research (and the publication of the useful results of such research) with particular reference to the human genome by the provision of facilities for research, conferences, seminars and training on the Hinxton Estate (the "Estate")
4. In furtherance of the objects but not further or otherwise the Company shall have the following powers:
  - (a) to enter into and carry into effect agreements with corporations and other organisations, consultants, specialists and other persons engaged in work which shall further the attainment of all or any of the objects of the Company;
  - (b) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
  - (c) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
  - (d) to purchase, take on lease or in exchange, or otherwise acquire and hold or alter any real or personal estate, and to manage and maintain any part of the Estate as is necessary for any of the objects of the Company and

R.B.S

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£200

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(subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage or otherwise deal with any such real or personal estate.

- (e) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- (f) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT save for those activities that are in furtherance of the Company's objects the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- (g) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (h) to invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided in this Memorandum of Association;
- (i) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (j) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (k) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit provided that any such insurance shall not extend to any claim arising from fraud, wrongdoing or wilful neglect or default on the part of the officers of the Company (or any of them);
- (l) subject to the provisions of Clause 5 of this Memorandum of Association to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Company or their dependants;
- (m) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst

their Members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by this Memorandum of Association;

- (n) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company; and
- (o) to do all such lawful things as are incidental to or which shall further the attainment the above objects or any of them.

- 5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in the Memorandum of Association and no portion of the income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company not being a director for any services rendered to the Company;
- (b) of interest on money lent by any Member of the Company or any directors at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by the directors or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Company or its directors;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a director may also be a member holding not more than 1/100th part of the capital of that company;
- (e) to any director of reasonable and proper out-of-pocket expenses; and
- (f) of any premium in respect of any insurance or indemnity to cover the liability of the officers of the Company (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company; provided that any such insurance or indemnity should not extend to any claim arising from fraud, wrongdoing or wilful neglect or default on the part of the officers of the Company (or any of them).



6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the property shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 of this Memorandum, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if that cannot be done then to some other charitable object, then to some other charitable object.

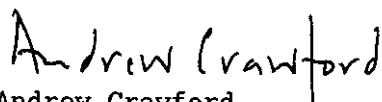
5.

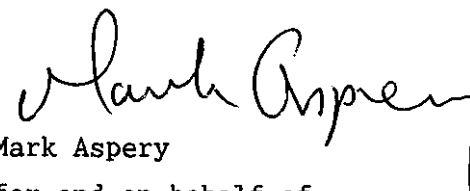
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

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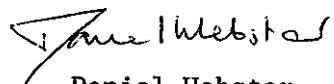
Names and Addresses of Subscribers

---

  
Andrew Crawford  
for and on behalf of  
CMH Directors Limited

  
Mark Aspery  
for and on behalf of  
CMH Secretaries Limited

---

  
Daniel Webster  
Trainee Solicitor  
Cameron Markby Hewitt  
Sceptre Court  
40 Tower Hill  
LONDON EC3N 4BB

Dated: 22<sup>nd</sup> May 1995

Witness to the signature of the subscribers

3062160

THE COMPANIES ACT 1985

(as amended by the Companies Act 1989)

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COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

- of -

HINXTON HALL LIMITED

1. No regulations set out in any Schedule to any of the Statutes shall apply as the regulations or articles of the Company.

Interpretation

2. In these Articles the following expressions shall have the following meanings:

"the Act"	The Companies Act 1985 (as amended by the Companies Act 1989)
"the Articles"	These Articles of Association as from time to time altered by Special Resolution
"the Board"	The board of Directors of the Company or the Directors present at a meeting of the Directors at which a quorum is present.
"Charity Commission"	The Charity Commissioners for England and Wales.
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

2.

"Directors"	the directors for the time being of the Company.
"executed"	includes any mode of execution.
"office"	The registered office of the Company.
"the Seal"	The common seal of the Company.
"Secretary"	The Secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"the Statutes"	The Act, the Companies Act 1989 and every other act for the time being in force concerning companies and affecting the Company.
"the United Kingdom"	Great Britain and Northern Ireland.

In these Articles any reference to any statutory provisions or enactment shall include any statutory modification or re-enactment of such provision.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act.

3. Objects

The Company is established for the objects expressed in the Memorandum of Association.

Members

4. (A) The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the Directors. Every person or corporation who wishes to become a Member shall be bound to execute and deliver to the Company an application for membership in such form as the Board may reasonably require.
- (B) Subject to clause 4(C) the Board may (at a meeting of the Board at which not less than half the Directors for the time being are present) for good and sufficient reason pass a resolution terminating the membership of any Member and such Member shall cease to be a Member forthwith.

- (C) The individual member concerned or, in the case of a corporation, the individual representing such member (as the case may be) shall have the right to be heard by the Board before a final decision to terminate his or its membership is made.
- 5. (A) A Member may at any time withdraw from the Company by giving written notice to the Company.
- (B) The rights of each Member shall be personal to himself or herself and shall not be transferable and, in the case of any Member who is an individual, shall cease upon his or her death and, in the case of any Member which is a body corporate, shall cease upon an order being made or effective resolution passed for the winding-up of the Member or upon an encumbrancer taking possession or a receiver or administrator being appointed of the whole or a substantial part of the assets or undertaking of the Member, or upon the Member being unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or upon the Member convening a meeting of its creditors or proposing to make any arrangements or composition with its creditors.

#### General meetings

- 6. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 7. The Board may call general meetings and any Director who shall wish to request the Board to call a general meeting but shall be unable to do so only because there are not for the time being within the United Kingdom sufficient Directors to form a quorum for the discharge of the business of the Board shall be entitled to call a general meeting on his or her own motion. The Board shall, on the requisition of Members pursuant to the provisions of the Act, forthwith proceed with proper expedition to convene a general meeting for a date not later than 28 days after receipt of the requisition.

#### Notice of general meetings

- 8. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed.
- (A) in the case of an Annual General Meeting by all the Members entitled to attend and vote at such meeting; and

- (B) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all the Members and to the Directors and auditors.

9. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

10. No business shall be transacted at any meeting unless a quorum is present. The quorum for a general meeting shall be 2 members or  $\frac{1}{10}$  of the membership of the Company, whichever is the greater, such members to be present in person or by proxy or (in the case of a corporation) represented by its duly authorised representative.
11. If, within half an hour from the time appointed for a general meeting, a quorum is not present the meeting shall stand adjourned to such time, place and day as the Board may determine.
12. The chairman, if any, of the Board shall preside as chairman of the meeting. If the chairman is not present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Members present and entitled to vote shall elect one of their number to be chairman.
13. A Director shall notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
14. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. Whenever a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Otherwise, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at any adjourned meeting.

15. A resolution put to the vote of a meeting shall be decided on a show of hands, unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - (A) by the Chairman; or
  - (B) by at least two Members having the right to vote at the meeting; or
  - (C) by a Member or Members representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting;and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
16. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
17. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
18. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
20. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

21. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
22. A resolution in writing signed or approved by letter fax or telex by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more of the Members entitled to vote.

### Votes of members

23. On a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative shall have one vote. On a poll every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote.
24. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
25. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual)

"[ ] Limited

I/We \_\_\_\_\_, of \_\_\_\_\_,  
being a Member/Members of the above-named company, hereby  
appoint \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ or failing  
him, \_\_\_\_\_ of \_\_\_\_\_ as  
my/our proxy to vote in my/our name[s] and on my/our behalf at  
the annual/extraordinary general meeting of the Company to be  
held on \_\_\_\_\_ 19 \_\_\_\_\_ and at any adjournment  
thereof.

Signed on 19 ."

26. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a



form as near thereto as circumstances allow or in any other form which is usual)

"[ ] Limited

I/We , of  
being a Member/Members of the above-named company, hereby  
appoint of  
, or failing him,  
of , as my/our  
proxy to vote in my/our name[s] and on my/our behalf at the  
annual/extraordinary general meeting of the Company to be held  
on 19 , and at any adjournment  
thereof.

This form is to be used in respect of the resolutions  
mentioned below as follows:

Resolution No. 1 \*for \*against

Resolution No. 2 \*for \*against.

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks  
fit or abstain from voting.

Signed this day of 19 ."

27. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting no later than the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) where the poll is not taken forthwith but is taken after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

28. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly

deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

29. (A) Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member of the Company and such corporation shall for the purpose of these Articles be deemed to be present at the meeting.
- (B) Any director or other officer of a corporation which is a member shall be deemed to be a duly authorised representative of that member (i) for the purpose of agreeing to short notice of, or attending and voting at, any general meeting of the Company and (ii) without prejudice to the generality of the foregoing, for the purpose of Articles 10 and 23

#### Number of directors

30. The number of Directors shall not be less than 2. The Company may by ordinary resolution from time to time vary the minimum number and/or fix and from time to time vary a maximum number of directors provided that the minimum number of directors shall not be less than 2.

#### Appointment of directors

31. (A) Subject to paragraph 31(B):
- (i) The Board may appoint a person who is willing to act as a Director, provided that the number of Directors appointed by the Board pursuant to this sub-paragraph shall not exceed one third in number of the Directors for the time being appointed under sub-paragraph (ii) below.
  - (ii) Without prejudice to Article 33, the Company may by ordinary resolution appoint a person who is willing to act as a Director.
- (B) No appointment of any Director may be made which shall cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

Disqualification and removal of directors

32. The office of a Director shall be vacated if the Director:
- (a) ceases to be a Director by virtue of the statutes or he becomes prohibited by law from acting as a Director; or
  - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) is, or may be, suffering from mental disorder and either -
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (d) he resigns his office by notice in writing delivered to the registered office of the Company or tendered at a meeting of the Board; or
  - (e) absents himself from meetings of the Board during a continuous period of six consecutive months without permission and the Board resolves that his office be vacated; or
  - (f) has served upon him a notice removing him from office signed by all his co-Directors but so that if he holds an appointment to an executive employment which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim he may have for damages for breach of any agreement he may have between him and the Company; or
  - (g) is removed pursuant to Article 33.

Majority members' rights

33. Any person or persons for the time being having a right to attend and vote at Members' meeting, together holding a majority of the voting rights that can be exercised at such meeting may from time to time by notice to the Company remove from office any or all of the Directors and may in like manner

appoint any person or persons as a director or directors of the Company. Any such notice shall be in writing and signed by or on behalf of the holder or holders of such majority of the voting rights and in the case of a body corporate may be signed on its behalf by any one of its Directors and shall take effect on and from the time at which it is received at the registered office of the company or handed to the Chairman of any meeting of the Board.

#### Directors' expenses

34. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Board or general meetings or separate meetings of the holders of any debentures of the Company or otherwise in connection with the discharge of their duties.

#### Powers of directors

35. (A) Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- (B) The Board shall have the power to pay all the expenses incurred in the formation of the Company.

#### Delegation of Directors' powers

36. (A) The Board may from time to time provide for the management and transaction of the affairs of the Company as it thinks fit including, without prejudice to the generality of the foregoing, provision for the transacting of business by any employee or officer of the company and the delegation of any of their powers, authorities and discretions to any committee consisting of such persons as they think fit. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.

- (B) (i) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed on decision taken by any such committee shall be reported to the Board at their next meeting.
- (ii) for the avoidance of doubt the Committee may spend funds or enter into commitments on behalf of the Company provided that such expenditure is within budgets previously agreed by the Board.

- 37. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

Proceedings of the board

- 38. Subject to the provisions of these Articles, the Board may regulate its proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notices of a meeting to a Director who is absent from the United Kingdom. A Director may waive a notice of a meeting and such waiver may be prospective or retrospective. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 39. The quorum for the transaction of business by the directors shall be two. Subject to the provisions of these Articles any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director at that meeting and be counted in the quorum if no other Director objects and if otherwise a quorum of Directors would not be present.
- 40. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies, considering applications for membership of the Company or of calling a general meeting.
- 41. The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

42. The Board may appoint any other person to any post with a descriptive title including that of Honorary President, President or director (whether advisory or otherwise) as the Board may resolve, and may remove him from that post. A person so appointed is not a Director for any of the purposes of these Articles or of the Act and, accordingly, shall not by virtue of his appointment to such post be a member of the Board or any committee, nor shall he be entitled to be present at any meeting of the Board or of any committee, except at the request of the Board or any committee, and if he is present at such request he shall not be entitled to vote at such meeting.
43. All acts done by a meeting of Directors, or of the Committee, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

Directors' interests

44. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
45. (A) A Director who, to his knowledge, is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested.
- (B) Save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or any other proposal in which he is, to his knowledge, materially interested and, if he shall do so, his vote shall not be counted but, subject to the provisions of the Act and in the absence of some other material interest, this prohibition shall not apply to:

- (i) any indemnity in respect of obligations undertaken by a Director for the benefit of the Company; or
- (ii) any proposal concerning the purchase and/or maintenance of any insurance policy under which the Director may benefit.

For the purposes of this Article, a general notice to the Board by a Director to the effect that (a) he is a member of a specified company or other organisation and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or other organisation or (b) he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration or interest under this Article in relation to any such contract or arrangement, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

- 46. For the purposes of Article 45 if any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote or to be counted in the quorum and such question is not resolved by the Director voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question shall arise in respect of the interest of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall be counted in the quorum but shall not vote) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.
- 47. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a Director from voting at a meeting of the Board.

Committees

48. Any delegation to committees pursuant to Article 36 may be made subject to any conditions the Board imposes, and may be revoked or altered. Subject to any such conditions, the members may regulate the proceedings of the committee as they think fit, but in the absence of any such regulations, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Board as far as they are capable of applying. The quorum for proceedings of a committee shall be fixed by the Board and unless so fixed at any other number shall be two.

Directors' meetings

49. A resolution in writing signed or approved by letter or facsimile transmission by each Director who was entitled at the relevant time to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors (or, as the case may be, of that committee) duly convened and held and when signed or approved as aforesaid may consist of several documents in similar form each signed or approved by one or more of the persons aforesaid.
50. (A) The Directors, or a committee of the Directors, may hold meetings by telephone (whether by using conference telephone facilities or by a series of telephone conversations) or by means of facsimile transmissions addressed to the Chairman. The views and decisions of the Directors, or of a committee of the Directors, as ascertained and evidenced by such telephone conversations or facsimile transmissions and communicated to the chairman shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner, and signed by the chairman, shall be conclusive evidence thereof and shall be as valid and effectual as if it had been passed at a meeting of the Board or, as the case may be, of a committee of the Board duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is then present.
- (B) In determining whether the quorum requirements fixed by or in accordance with these Articles are fulfilled as regards the transaction of business at any meeting of the Board or of a committee of the Board, the following shall be counted in the quorum:



- (i) in the case of a resolution approved by a meeting of the Board or of a committee of the Board held by telephone communication, all Directors participating in such meeting;
- (ii) in the case of a meeting of the Board or of a committee of the Board, the Directors actually present at such meeting and any other Director in telephone communication with such meeting; and
- (iii) in the case of a meeting held by means of facsimile transmissions, all Directors participating in such meeting by that means.

#### Borrowing powers

- 51. The Board may exercise all the powers of the Company to borrow money, and (subject to the consent where applicable of the Charity Commission) to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligations of the Company or of any third party.

#### Secretary

- 52. Subject to the provisions of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### Minutes

- 53. The Board shall cause minutes to be made in books kept for the purpose:
  - (a) of all appointments of officers made by the Board; and
  - (b) of all proceedings at meetings of the Company and of the Board, and of sub-committees of the Board, including the names of the Directors at each such meeting.

#### Sealing documents

- 54. (A) The Seal shall only be used by the authority of the Directors or of a sub-committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by some other person appointed by the Board for the purpose or by a second Director.

- (B) Any instrument signed by one Director and the secretary or by two Directors and expressed (in whatever form of words) to be executed by the Company and which is intended to have effect as a deed shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed shall be so signed without the authority of the Directors or of a sub-committee authorised by the Directors in that behalf.

#### Accounts

55. A Member shall have a right to inspect any accounting records or other book or document of the Company.

#### Notices

56. Any notice given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
57. The Company may give any notice or other document to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address.
58. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
59. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of the following business day after the envelope containing it was posted.

#### Indemnity

60. Subject to the provisions of the Act, the Company may purchase and maintain for any Director, secretary, other officer and auditor, insurance against any liability. Subject to those provisions, but without prejudice to any indemnity to which the person concerned may otherwise be entitled:
- (a) No Director or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in consequence of the execution of the duties of his office or in relation thereto;

- (b) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him
  - (i) in defending any civil or criminal proceedings in which he is acquitted or judgment is given in his favour; and
  - (ii) in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company; and
  - (iii) in or about the execution of the duties of his office or otherwise in relation thereto.

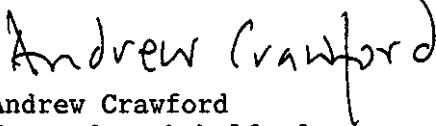
Dissolution

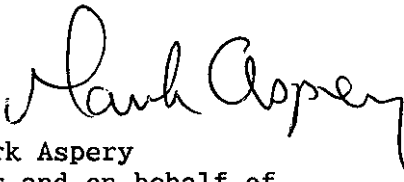
- 61. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

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Names and Addresses of Subscribers

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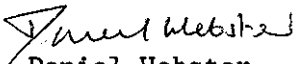
  
Andrew Crawford  
for and on behalf of  
CMH Directors Limited

  
Mark Aspery  
for and on behalf of  
CMH Secretaries Limited

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Dated: 22nd May 1995

Witness to the signatures of the subscribers

  
Daniel Webster  
Trainee Solicitor  
Cameron Markby Hewitt  
Sceptre Court  
40 Tower Hill  
LONDON EC3N 4BB