

Filing copy

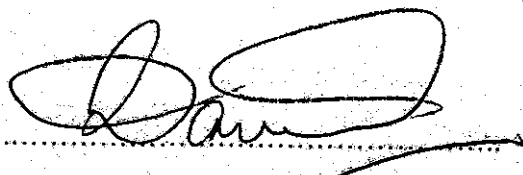
Number of Company: SC289550

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE SOLE MEMBER
of
INVENT HEALTH LIMITED (the "Company")

passed on the 5th day of December 2006

By written resolution of the sole shareholder of the Company, dated 5th December 2006 the subjoined resolution was duly passed as a Special Resolution of the Company:-

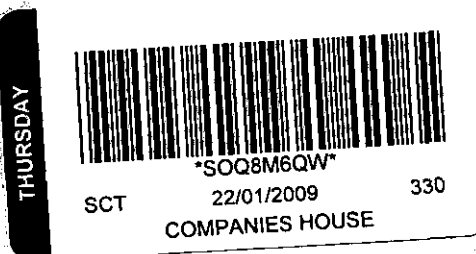
"That the regulations annexed to this written resolution and signed for the purpose of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association."



.....

Company Secretary

AJH/ADM/JBS/STR/134/406
Written resolution of sole JVCo member (A.8)



THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
Invent Health Limited

TABLE A

- 1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended at the date of adoption of these Articles ('Table A') shall, except where the same are excluded or varied by or inconsistent with these Articles, apply to the Company to the exclusion of all other regulations set out in any statute or statutory instrument concerning companies.

INTERPRETATION

- 2.1 In these Articles unless the context otherwise requires:
'these Articles' means these articles of association in their present form or as from time to time altered;
'the Companies Acts' means every statute from time to time in force concerning companies in so far as the same applies to the Company;
'Member' means a member of the Company;
every reference in Table A to 'the Act' shall be construed as if the reference was to the Companies Acts.
- 2.2 Any words or expressions defined in the Companies Acts in force at the date when these Articles or any part of them are adopted shall bear the same meaning in these Articles or such part (as the case may be).
- 2.3 Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective.

AUTHORISED SHARE CAPITAL

- 3.1 The share capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary Shares of £1 each (the 'Ordinary Shares').

SHARE RIGHTS

- 4.1 On a return of assets on liquidation or otherwise (except on a redemption of shares of any class or upon the purchase by the Company of its own shares) the assets of the Company remaining after payment of its liabilities shall be applied in repaying the nominal value of the Ordinary Shares.

VARIATION OF RIGHTS

- 5 The rights for the time being respectively attached to any Ordinary Shares for the time being in issue may from time to time (whether or not the Company is being wound up) be varied or abrogated with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class or with the sanction of an extraordinary resolution passed at a separate general meeting of that class. In respect of any meeting of the holders of a particular class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class; that every holder of shares of the relevant class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

UNISSUED SHARE CAPITAL

- 6.1 Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the directors may determine.
- 6.2 For the purposes of Section 80 of the Companies Act 1985 ("the Act") but subject to the provisions of these Articles the directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of £100. This authority shall expire 5 years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding 5 years. The Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.
- 6.3 The directors' power to allot equity securities (within the meaning of Section 94(2) of the Act) shall be exercised as if Sections 89(1) and 90(1) – 90(6) (inclusive) of the Act did not apply to the allotment thereof.

- 6.4 Any shares for the time being unissued shall before they are issued be offered to the Members holding shares in proportion as nearly as the circumstances admit (without involving fractions) to their existing holdings of shares. Such offer shall be made by notice specifying the number of shares offered and limited to a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time, or (if earlier) on the receipt of an intimation from the person to whom the offer has been made that he declines to accept the shares offered, the directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The provisions of this Article may be relaxed or varied to any extent by the written agreement of all the Members for the time being.

REDEEMABLE SHARES

- 7.1 Subject to the provisions of the Companies Acts, any shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the Member registered in respect of such shares are liable, to be redeemed on such terms and in such manner as may be provided for by these Articles. Regulation 3 of Table A shall not apply.

PERMITTED TRANSFERS

- 8 Notwithstanding any other provision of these Articles, Article 9 shall not apply to and the directors shall be bound to register (i) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such shares (ii) any transfer by a personal representative to any person or persons absolutely entitled to the shares transferred under the will or intestacy of a deceased member (iii) any transfer to the spouse of the transferor or any direct ascendant, descendant or collateral relative of the transferor (iv) any transfer to the trustees of a family settlement made by a transferor (that is to say a settlement under which none other than all or any of the transferor or his or her spouse and issue (including issue not yet born) is entitled to a beneficial interest) and (vi) any transfer by a trustee to a new trustee.

TRANSFER OF SHARES

- 9.1:1 Subject to Article 8, every Member holding Ordinary Shares (and every person entitled to such share or shares in consequence of the death or bankruptcy of a Member or by operation of law) who intends to transfer or otherwise dispose of any Ordinary Shares of the Company or any interest in such shares ('the Proposing Transferor') shall, before so doing or agreeing so to do, inform the Company of his intention by giving it notice in writing ('Transfer Notice'). The Transfer Notice shall constitute the Company the Proposing Transferor's agent empowered to sell the shares referred to in the notice (together with all rights then attached to them) at the Prescribed Price (defined below) to any Member in the manner appearing below and shall not be revocable except with the unanimous agreement of the directors.
- 9.1:2 If not more than 14 days after the date on which the Transfer Notice was given (or deemed to have been given) the Proposing Transferor and the directors shall have agreed in writing a price per share as representing its fair value, or as being acceptable to the Proposing Transferor and not more than its fair value, then such price shall be the Prescribed Price. In the absence of any agreement having been reached within the said period of 14 days the

directors shall immediately instruct the auditors for the time being of the Company or on the application of the directors or of the Proposing Transferor within 7 days of the expiry of the said period, a firm of independent chartered accountants mutually agreed or failing agreement within 14 days of the expiry of the said period on the application of either the directors or the Proposing Transferor a firm of independent chartered accountants chosen by the President of the Institute of Chartered Accountants of Scotland) and such auditors or firm of independent chartered accountants as the case may be shall determine and certify in writing to the Company the sum per share considered by them to be fair value (as between a willing seller and a willing purchaser on an arms length basis and provided that there shall be a discount or enhancement (as the case may be) by reference to the size of the relevant shareholding) as at the date on which the Transfer Notice was given (or deemed to have been given) and the sum per share so determined and certified shall be the Prescribed Price. The auditors or firm of independent chartered accountants as the case may be shall act at the cost and expense of the Proposing Transferor as experts and not as arbiters and their determination shall be final and binding for all purposes (save in respect of manifest error).

- 9.1:3 Within 7 days of the Prescribed Price being so agreed or determined and fixed all shares included in any Transfer Notice shall be offered for purchase at the Prescribed Price by notice in writing given by the Company to all Members holding shares of the same class in the Company (other than the Member to whose shares the Transfer Notice relates). Such offer shall be on the basis that in the case of competition for them the shares so offered shall (in accordance with, but subject to, Article 9.1:4) be sold to acceptors of Shares, in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of shares of that class, and in the event of Members holding such shares not taking all the shares so offered, then the shares so offered but not so sold shall be sold to the Members holding shares of any other class (other than the Member to whose shares the Transfer Notice relates) and in the case of competition on a similar basis mutatis mutandis as aforesaid. Any such offer shall specify a period (being not less than 21 days and not more than 42 days) within which it must be accepted or will lapse.
- 9.1:4 If Members ('Purchasers') shall within the said period of the offer agree to purchase the shares concerned or any of them the Company shall immediately give notice in writing as mentioned below to the Proposing Transferor and to the Purchasers and on payment of the Prescribed Price, the Proposing Transferor shall be bound to transfer such shares to the respective Purchasers accordingly. Every such notice shall state the name and address of each Purchaser and the number and class of shares agreed to be purchased by him and the sale and purchase shall be completed at a place and time to be appointed by the directors being not less than 7 days nor more than 30 days after the date of such notice Provided always that if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares the subject of the Transfer Notice this Article 9.1:4 shall not apply unless the Company shall have found Purchasers for all of such shares and (unless as referred to above) any offer referred to in Article 9.1:3 shall be deemed to have lapsed without having been validly accepted.
- 9.1:5 If a Proposing Transferor shall fail or refuse to transfer any shares to a Purchaser under these Articles the directors may authorise some person to execute the necessary transfer and may deliver it on his behalf and the Company may receive the purchase money in trust for the Proposing Transferor (which it shall pay into a separate bank account in the Company's name) and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall

not be bound to see to the application of it) and after the Purchaser has been registered in purported exercise of the said powers the validity of the proceedings shall not be questioned by any person.

- 9.1:6 If at the expiry of the period referred to in Article 9.1:3 Members of the Company shall not have agreed to purchase all the shares so offered the Company shall immediately give notice in writing of that fact to the Proposing Transferor and subject to the previous sanction of the board, such sanction not to be unreasonably withheld he shall then be at liberty at any time up to the expiration of 3 months after the giving of such notice to transfer those shares which Members shall not have so agreed to purchase to any person on a bona fide sale at any price not being less than the Prescribed Price Provided that:

9.1:6.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares the subject of the Transfer Notice he shall not be entitled under this Article 9.1:6 to transfer any of such shares unless in aggregate the whole of such shares are so transferred;

9.1:6.2 the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction rebate or allowance whatever being given to the Purchaser and if not so satisfied may refuse to register the instrument of transfer.

9.1:7 If a Member, or other person entitled to transfer a share, at any time attempts to deal with or dispose of a share or any interest in a share otherwise than in accordance with the foregoing provisions of this Article, he shall be deemed immediately prior to such attempt to have served a Transfer Notice on the Company in respect of such share and the provision of this Article shall then apply to the share. Any such Transfer Notice shall be deemed to have been served on the date on which the directors shall receive actual notice of such attempt.

- 9.2 The trustee in bankruptcy of a bankrupt Member shall be bound at the expiry of 2 months from the date of or bankruptcy to give a Transfer Notice in respect of all the Ordinary Shares registered in the name of the Member at the date of his bankruptcy, or such of the same as still remain so registered, and should such trustee in bankruptcy fail to give such Transfer Notice within 14 days after the expiry of such period of 2 months or should there be no such trustee in bankruptcy at the expiry of such period of 2 months, a Transfer Notice shall be deemed to have been given (on the basis that there is no requirement that all but not some only of the shares the subject of the notice must be sold to existing Members) and the provisions of this Article shall have effect accordingly.

- 9.3 If any Member (being a corporation) shall go into liquidation (compulsorily or voluntarily) or have an administrator appointed or have a receiver, administrative receiver or similar official appointed of the whole or any part of its assets, such Member or its liquidator, administrator, receiver, administrative receiver or other similar official as the case may be shall be bound immediately to give to the Company a Transfer Notice in respect of all the Ordinary Shares registered in the name of such Member, and in default of such Transfer Notice being given within 30 days of it so going into liquidation or having an administrator, receiver, administrative receiver or other similar official appointed, such Member or the liquidator, administrator, receiver, administrative receiver or other similar official as the case shall be

deemed to have given such notice at the expiration of the said period of 30 days (on the basis that there is no requirement that all but not some only of the shares the subject of the notice must be sold to existing Members) and the provisions of this Article shall apply accordingly.

9.4 Subject to Article 8, if any Member (being an employee of the Company) shall cease to be employed by reason of resignation or if his employment is terminated by the Company for good cause then, unless the Directors otherwise resolve, he shall be bound immediately to give to the Company a Transfer Notice in respect of all the Ordinary Shares registered in the name of such Member, and in default of such Transfer Notice being given within 30 days of him so ceasing to be employed, such Member shall be deemed to have given such notice at the expiration of the said period of 30 days provided that the Prescribed Price in any such Transfer Notice given or deemed to be given shall be the fair price).

9.5 Notwithstanding the foregoing provisions of this Article 9, no buyer (as defined below) shall be entitled or permitted to acquire a controlling interest and no transfers of Shares conferring such a controlling interest shall be registered unless and until the buyer shall have made an offer to all the holders of Shares in the Company at the relevant time (other than the buyer if he is already a holder) to purchase from them for cash their entire holdings of Shares in the Company upon terms that the total price (as defined below) shall be apportioned between the Members in the same way as the amount available for distribution between the Members on a winding up would fall to be apportioned between them and otherwise on the same terms.

9.5.1 For the purposes of this Article 9.5.1:

(A) 'buyer' shall refer to one person or group of persons acting in concert, and persons shall be deemed to be acting in concert if they would be regarded as so doing under the City Code on Takeovers and Mergers in force from time to time;

(B) the expression 'acquire' shall mean being or becoming the owner of Shares whether directly or indirectly and whether by issue, transfer, renunciation, or conversion of Shares (or howsoever otherwise);

(C) a 'controlling interest' shall mean Shares conferring in the aggregate more than half the votes exercisable at any general meeting of the Company;

(D) 'the total price' shall mean the total consideration offered or paid or payable by the buyer or his nominees for the entire issued share capital of the Company plus any other consideration (in cash or otherwise) offered to or received or receivable by any Members which having regard to the substance of the transaction as a whole can reasonably be regarded as additional to the price paid or payable for such entire issued share capital and (where applicable) the total price shall be not be less than the higher of:

(i) the highest price per Share (after any additions as aforesaid) at which the buyer shall have acquired any Shares of the Company during the 6 months prior to the making of the offer required by this Article 9.5 and

(ii) the highest price per Share (after any additions as aforesaid) offered by the buyer for the acquisition of any Shares held by any Member during the 6 months prior to the making of the offer required by this Article and for these purposes an offer need not be binding or unconditional if it would be reasonable for the recipient to regard it as a proposal in respect of which there was a serious intention to carry it into effect.

9.5.2 An offer made pursuant to this Article 9.5 shall be communicated in writing to the Board who shall as soon as practicable convene an extraordinary general meeting of the Company at which will be proposed a resolution for the approval of the offer by the Members.

ALTERATION OF CAPITAL

- 10 The Company may from time to time by special resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall provide. Regulation 32 of Table A shall be varied accordingly.

PURCHASE OF OWN SHARES

- 11 Except with the consent in writing of and in the manner authorised by all the Members, the powers conferred by Regulation 35 of Table A shall not be exercisable.

PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. In default of a quorum the meeting shall (unless adjourned to such time and place as the directors may determine) be dissolved.
- 12.2 The quorum at any general meeting (and at any adjourned general meeting) shall be 2 Members present in person or by proxy or, being a corporation, by a duly authorised representative.
- 12.3 Regulations 39, 40 and 41 of Table A shall not apply.
- 13 At any general meeting a poll may be directed by the chairman or demanded by any Member present in person or by proxy or, being a corporation, by a duly authorised representative, and Regulation 46 of Table A shall be varied accordingly.
- 13.2 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall have a second or casting vote.
- 13.3 In the case of a corporation a resolution in writing may be signed on its behalf by a director or its secretary or by its duly appointed attorney or duly authorised representative and Regulation 53 shall be extended accordingly.

VOTES OF MEMBERS

- 14.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares (including, without limit, the provisions of Articles 14.2, 14.3 and 14.4) on a show of

hands every Member holding Ordinary Shares present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote, and on a poll every Member present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.

- 15 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or handed to the chairman of the meeting or adjourned meeting before the commencement of such meeting and, in default, the instrument of proxy shall not be treated as valid. Regulation 62 of Table A shall not apply.

POWERS OF DIRECTORS

- 16 The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal and such powers shall be vested in the directors. Any instrument to which an official seal is affixed shall be signed by such persons (if any) as the directors may from time to time determine.

NUMBER OF DIRECTORS

- 17 The minimum number of directors shall be 1 and the maximum number shall be 8. Regulation 64 of Table A shall not apply.

ALTERNATE DIRECTORS

- 18.1 Any director (other than an alternate director) may appoint any person or to be an alternate director and may remove from office an alternate director appointed by him. A person can be appointed an alternate director by more than one director provided that such appointors all represent the same class of shares but not otherwise.
- 18.2 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except only such part (if any) of the remuneration otherwise payable to the director appointing him as such director may by notice in writing to the Company from time to time direct. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member. Regulations 65 and 66 of Table A shall be varied accordingly.
- 18.3 Any person who is both a director and an alternate director at any meeting of the directors or at any committee of directors shall, for the purpose of voting and determining whether a quorum is present at any such meeting, be treated as if he was present as both directors. The signature of an alternate director to any resolution in writing of the directors or of a

committee of the directors shall unless notice of his appointment provides to the contrary be as effective as the signature of his appointor.

DELEGATION OF DIRECTORS' POWERS

- 19 The directors may delegate any of their powers to any committee consisting of 2 or more directors. The directors may also entrust to and confer upon any director any of the powers exercisable by them. Any such delegation may be made on such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and they may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such conditions, the proceedings of such a committee shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 20 No director shall be required to retire or vacate his office or be ineligible for reappointment as a director, nor shall any person be ineligible for appointment as a director, by reason of his having attained any particular age.
- 21 Regulations 73 to 80 (inclusive) of Table A shall not apply.
- 22 The office of a director shall be vacated in any of the events following namely:
- 22.1 if he resigns his office by notice in writing delivered to the registered office of the Company or tendered to a meeting of the directors; or
 - 22.2 if he becomes incapable, by reason of mental disorder, of managing and administering his property and affairs or becomes a patient for the purposes of any statute relating to mental health and the directors resolve that his office is vacated; or
 - 22.3 if he becomes bankrupt or compounds with his creditors; or
 - 22.4 if he is prohibited from being a director by law or by the order of any court or tribunal of competent jurisdiction; or
 - 22.5 if being a director appointed or deemed to be appointed under Article 20 he is removed from office under the provisions of that Article.

Regulation 81 of Table A shall not apply.

DIRECTORS' GRATUITIES AND PENSIONS

- 23 The directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person, including any director or former director or the relations, connections or dependants of any director or former director. A director or former director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or

pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

PROCEEDINGS OF DIRECTORS

- 24.1 Questions arising at any meeting of the directors or of any committee of the directors shall, unless otherwise determined by all the Members, be decided by a majority of votes of the directors present (or their alternates). The chairman shall have a second or casting vote. Regulation 88 of Table A shall be varied accordingly.
- 24.2 The quorum necessary for the transaction of the business of the directors or of any committee of the directors shall throughout the meeting be 2 directors. A person who holds office only as an alternate director shall, if the director he has been appointed to represent is not present, be counted in the quorum. Regulation 89 of Table A shall not apply.
- 24.3 Any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.
- 25.1 Unless in any particular case such requirement is waived in writing by all (but not some only) of the directors then in office, not less than 7 days' prior notice must be given of any meeting of the directors or of any committee of directors convened under or pursuant to these Articles. It shall be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Regulation 88 of Table A shall be varied accordingly.
- 25.2 Any shareholder may, and the secretary at the request of any shareholder shall, call a meeting of the directors.
- 25.3 A meeting of the Board or of a committee of the Board may consist of a conference between or among directors who are not all in one place, but who are able (directly or by telephone or television) to speak to each other, and to be heard by each other simultaneously. A director taking part in such a conference shall be deemed to be present at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in these Articles shall be construed accordingly.
- 26 Subject to the provisions of these Articles and provided a director shall have disclosed such interest in accordance with Regulation 85 of Table A, a director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Companies Acts, connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise. Regulations 94 to 98 (inclusive) of Table A shall not apply.

NOTICES

- 27 In Regulations 53 and 93 of Table A and these Articles 'writing' shall be deemed to include photocopy, telex, facsimile, telegram and other methods of reproducing or communicating writing in visible form.
- 28 Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the register of Members (whether or not such address is within the United Kingdom), or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice of that fact. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.
- 29 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company. Provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

WINDING UP

- 30 If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Companies Acts, divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any assets to be so divided and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability and the liquidator may make any provision referred to in and sanctioned in accordance with the provisions of the Companies Acts. Regulation 117 of Table A shall not apply.

INDEMNITY

- 31 Subject to the provisions of the Companies Acts, every director, alternate director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation to his duties including any liability incurred by him in defending any proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the court. Regulation 118 of Table A shall not apply.