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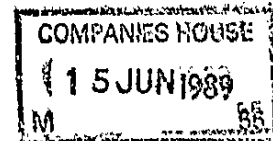
THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

RETROSCREEN

MEMORANDUM AND
ARTICLES OF ASSOCIATION

INC DATE 8TH DECEMBER 1988

CO NO 2326557





CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 2326557

I hereby certify that

SHOTROD LIMITED

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

RETROSCREEN LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 30 MAY 1989

P. Bevan
P. BEVAN

an authorised officer



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

No. 2326557

I hereby certify that

SHOTROD 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 DECEMBER 1988

A handwritten signature in cursive script, appearing to read 'M. Moss'.

MRS. M. MOSS

an authorised officer

The Companies Act, 1985

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

of RETROSCREEN LIMITED

1. The Company's name is SHOTROD LIMITED*.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To carry on the business of a consultancy and screening service for the purpose of drug screening for anti-viral activity, research quantity and quality control on any products, organic, fibrous, mineral substances, materials and structures; to undertake, develop and exploit toxicological research, and quality control, pyrogen testing, acute and chronic toxicity tests, teratogenic studies and any type of testing or research, to carry out any chemical, biochemical and microbiological or clinical work of all kinds, to provide facilities for the carrying out of research and all manner of tests and studies; to employ pharmacists, pharmaceutical and analytical chemists and other qualified and trained personnel to provide medical and veterinary services, to act as advisers, consultants and experts on virology, industrial hygiene, histology, immunology, bacteriology, haematology and

* By a Written Resolution dated 9 May 1989 the name of the Company was changed to Retroscreen Limited

chemical pathology, to undertake qualitative and quantitative analysis, hormone, biological, antibiotic and fungicidal assays, biological, chemical and patch testing of all kinds, to undertake, operate and conduct teratogenic sensitization, toxicity studies, and cosmetic and pharmacological research; to carry on all or any of the businesses of developers, manufacturers and distributors or supplies, agents for and dealers in additives, drugs, vaccines and medicines and products of all kinds, tonics and salts of every description, medical, veterinary and surgical instruments, appliances and devices and supplies of every description, manufacturers of and dealers in machinery, appliances, implements and accessories required for use in connection with biological and scientific research, proprietors and letters on hire of and dealers in motor and other vehicles, garage proprietors, forwarding agents, haulage and transport contractors, to establish mobile and other shops, stores and depots for the sale of products of the Company; to manufacture, buy, sell, install, maintain, repair and deal in plant, machinery, equipment, accessories, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them likely to be required by customers of or persons having dealings with the Company, to make available funds and resources, whether by way of monetary contribution, the provision of facilities or otherwise, to any person, corporate body, unincorporated association, institute or otherwise to undertake, whether directly or indirectly, any of the activities referred to above.

(B) To acquire and assume for any estate or interest and to take options over, construct, develop or exploit any property real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act and carry on businesses as a holding company.

(C) To manufacture, process, import, export, deal in and store any goods and other things to carry on the business of manufacturers, processors, importers, exporters and storers of the dealers in any goods and other things.

(D) To acquire and exploit lands, mines and mineral rights and to acquire, explore for and exploit and natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery and to carry on business as builders, contractors and engineers.

(E) To provide services of all descriptions and to carry on business as advisers, consultants, brokers and agents of any kind.

(F) To advertise, market and sell the products of the Company and of any other persons and to carry on the business

of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind.

(G) To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision.

(H) To lend money, and grant or provide credit and financial accommodation, to any person and to carry on the business of a banking, finance or insurance company.

(I) To invest money of the Company in any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company.

(J) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.

(K) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.

(L) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities.

(M) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.

(N) To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise any person.

(O) To accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and all instruments and securities, whether negotiable or otherwise.

(P) To apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, patent rights, inventions and secret processes and to carry on the business of an inventor, designer or research organisation.

(Q) To sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.

(R) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.

(S) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustees of any kind and to undertake and execute any trust.

(T) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England.

(U) To grant pensions, annuities, gratuities and superannuation or other allowances and benefits, including allowances on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a

holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or who the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members or for any national, charitable, benevolent, educational, social, public, general or useful object.

(V) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.

(W) To distribute any of the property of the Company among its creditors and Members in specie or kind.

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

(Y) To carry on any other businesses or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its Members.

(Z) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company, firm or association as well as any other legal or natural person, "securities" include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to

subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the Members is limited.

5. The Company's share capital is £1000 divided into 1000 shares of 1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
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1. INSTANT COMPANIES LIMITED 2 BACHES STREET LONDON N1 6UB	ONE
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2. SWIFT INCORPORATIONS LIMITED 2 BACHES STREET LONDON N1 6UB	ONE
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TOTAL SHARES TAKEN	TWO
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Dated the 1st day of August 1988

WITNESS to the above signatures:

TERRY JAYNE
2 BACHES STREET
LONDON N1 6UB

The Companies Act, 1985

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

of RETROSCREEN LIMITED

(As adopted by a Written Resolution passed on 25th May 1989)

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. No regulations (other than those contained in Table A) set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company.

INTERPRETATION

2. 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 insofar 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 were to the Companies Acts;

any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be);

The Companies Act, 1985

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

of RETROSCREEN LIMITED

(As adopted by a Written Resolution passed on 25th May 1989)

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"Member" means a member of the Company;

every reference in Table A to "the Act" shall be construed as if the reference were to the Companies Acts;

any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be);

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. The authorised share capital of the Company is £1000 divided into 1000 ordinary shares of one pound each.

UNISSUED SHARE CAPITAL

4. Subject to the provisions of the Companies Acts and these Articles, 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. For the avoidance of doubt, the provisions of sections 89, 90, 92 and 94 of the Companies Act 1985 shall apply.

5. For the purposes of section 80 of the Companies Act 1985, 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 £1000. This authority shall expire five 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 five 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. 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.

TRANSFERS OF SHARES

7. All transfers of shares shall be effected by transfer in writing in the usual common form or in such other form as the Directors may approve, and need not be under seal.

8. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members in respect thereof.

9. (A) If at any time a member ("the proposed transferor") shall desire to sell or transfer any interest in any of the shares registered in his name he shall serve on the Company a notice (hereinafter called "a transfer notice") of his desire specifying (a) the shares in which he desires to sell or transfer any interest and (b) the name of any third party to whom he proposes to transfer if the shares subject to the notice are not purchased by a member pursuant to the provisions of this Article. Such notice shall constitute the Company his agent to sell such shares subject to the following provisions:-

- (i) Such shares shall be offered in the first instance to all the members holding ordinary shares (other than the proposed transferor) so that in the case of competition the shares so offered shall be sold to the holders of ordinary shares accepting the offer (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) in proportion to their respective holdings of ordinary shares of the Company on the date when the transfer notice was served and to the extent such offers are not accepted the shares comprised in the transfer notice shall be dealt with as provided by sub-paragraph (iv) below.
- (ii) Any offer under sub-paragraph (i) hereof shall be in writing, accompanied by a copy of the transfer notice, and shall be accepted by notice in writing to the Company within 30 days after the offer is made. If the offer is not accepted within such time limit it will be deemed to have been refused.
- (iii) If and to the extent that any such offer is accepted the proposing transferor shall be bound to transfer the shares accepted, and the member accepting the offer be bound to pay for the shares so accepted the fair value thereof as agreed between the proposing transferor and the Board of Directors or in default of agreement within 10 days after the end of the acceptance period referred to in sub-paragraph (ii) above such sum as shall be

certified by the Auditors for the time being of the Company (at the request of either the proposing transferor or the Board of Directors) to be the fair value thereof on the date when the transfer notice was served. Such Auditors shall take into account all such circumstances as shall seem to them to be relevant and shall act as experts and not as arbitrators in so determining and certifying. Without limitation the fair value of any shares transferred shall mean a sum which bears the same proportion to the value of the entire issued share capital of the Company as the number of shares transferred bears to the entire issued share capital of the Company, disregarding the fact that the shares transferred represent a minority interest and having regard to all the circumstances of the Company including its future and trading prospects and any bona fide third party offers that have been made for shares in the Company. The decision of the Auditors shall be certified in writing to the proposing transferor and the Board of Directors and shall be binding on them. The fees and expenses of the Auditors in so determining and so certifying shall be borne as to one half by the proposing transferor and as to the balance amongst the members accepting the offer in proportion to the number of shares proposed to be purchased by them respectively.

- (iv) Any shares comprised in a transfer notice which under the provisions of sub-paragraph (i) above are to be dealt with under this sub-paragraph shall be offered by the Company to any shareholders who have accepted an initial offer under sub-paragraph (i) above pro-rata to the respective holdings of ordinary shares of the Company held by such accepting shareholders on the date when the transfer notice was served. Such offers shall be upon and subject to the same terms as are set out in sub-paragraphs (ii) and (iii) above in relation to offers under sub-paragraph (i) (provided that the Company may stipulate a lesser period for the acceptance of any such offer) above and shall be repeated amongst the shareholders accepting subsequent offers made in accordance with this sub-paragraph until there are no remaining eligible shareholders willing to purchase the shares.
- (v) If in any case a member having become bound to transfer any shares shall make default in so doing the Company may receive the purchase money and shall thereupon cause the name of the person accepting such offer to be entered in the Register of Members as the holder thereof, and shall hold the purchase money in trust for the member in

default. The receipt of the Company for the purchase money shall be a good discharge to the person accepting such offer and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (vi) If within 90 days after the date of service on the Company of a transfer notice the Company shall not have found purchasing members for all or any of the shares comprised in the notice the member who served the notice shall be at liberty, at any time within 60 days after the expiry of the said period of 90 days to transfer, subject to the previous sanction of the Directors, (such sanction not to be unreasonably withheld) to any person (in the case of a sale, at a price which shall not be less than the fair value) the shares in respect of which no purchasing member was found.

(B) The executors or administrators of any deceased member shall be bound at the expiry of six months from the date of his death, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within 14 days after the expiry of such period of six months or should there be no such executors or administrators at the expiry of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

(C) If any member shall be adjudged bankrupt or go into liquidation or have a receiver appointed of the whole or any part of its assets, his trustee in bankruptcy or its liquidator receiver or other similar official shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of such member, and in default of such transfer notice being given within 30 days of such bankruptcy, liquidation or the appointment of a receiver or other similar official, the trustee in bankruptcy or the liquidator, receiver or other similar official shall be deemed to have given such notice at the expiration of the said period of 30 days and the provisions of this Article shall apply accordingly.

(D) Except in the case of a transfer made pursuant to paragraph (A) of this Article no transfer of any share shall be made or registered without the previous sanction of the Directors who may in their absolute and uncontrolled discretion, without assigning any reason therefor, refuse to give such sanction. If the Directors refuse to register a transfer of any shares they shall within two months after the

date on which the transfer was lodged with the Company send to the transferee notice of their refusal.

PROCEEDINGS AT GENERAL MEETINGS

10. At any general meeting a poll may be directed by the Chairman or demanded by any Member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative or by proxy and Regulation 46 of Table A shall be varied accordingly.

11. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member (being an individual) present in person or (being a corporation) present by a duly authorised representative and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.

VOTES OF MEMBERS

12. 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 forty-eight hours 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

13. 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.

ALTERNATE DIRECTORS

14. 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 and Regulation 66 of Table A shall be varied accordingly.

DELEGATION OF DIRECTORS' POWERS

15. The Directors may delegate any of their powers to committees consisting of one or more Directors. Any such delegation may be made upon 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 may from time to time revoke withdraw, alter or vary all or any of such powers. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

16. Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.

17. The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.

18. In the event of a Resolution being proposed at any General Meeting of the Company for the removal from office of any director, any shares held by that director shall on a poll in respect of such Resolution carry the right to five (5) votes per share and Regulation 54 of Table A shall be construed accordingly.

19. Regulations 73 to 80 (inclusive), Regulation 81(e) and the last sentence of Regulation 84 of Table A shall not apply.

DIRECTORS' GRATUITIES AND PENSIONS

20. 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

21. 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 Act, 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 of Table A shall not apply.

NOTICES

22. 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, 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 thereof. 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 the same 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.

23. 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

24. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, 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 divided as aforesaid 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 trust 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

25. 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 thereto including any liability incurred by him in defending any proceedings, civil or criminal, that relate to anything done or omitted to be done or alleged to have been done or omitted to have been done by him as an officer or employee of the Company and in which judgment 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.