Company No. 4923945

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BIOVENTIX LIMITED

("the Company")

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A26 0246
COMPANIES HOUSE 10/01/04

(Passed the 23 December 2003)

Pursuant to Regulation 53 of Table A in the Companies (Tables A to F) Regulations 1985 as incorporated by Article 1 of the Company's Articles of Association the following resolutions were passed by way of written resolutions of the Company:

ORDINARY RESOLUTION

1. That of the 47,128 authorised but unissued Ordinary Shares of £1.00 each in the share capital of the Company, 7,128 be and are converted into and redesignated as Preferred Ordinary Shares of £1.00 each carrying the rights and subject to the restrictions attaching to the Preferred Ordinary Shares set out in the new Articles of Association of the Company adopted pursuant to resolution number 2.

SPECIAL RESOLUTION

2. That the existing Articles of Association of the Company shall cease to apply to it and the Company shall adopt in substitution for them the new Articles of Association attached to these resolutions and initialled by the sole director for the purposes of identification.

.....

For and on behalf of Pennsec Limited
in its capacity as Company Secretary

ARTICLES OF ASSOCIATION

(adopted on 2003)

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of

BIOVENTIX LIMITED

Incorporated on 7 October 2003

Registered Number 4923945

CMS Cameron McKenna

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ARTICLES OF ASSOCIATION
(adopted on 2003)

of

BIOVENTIX LIMITED

PART A

1. Interpretation

1.1 The regulations in Table A as for the time being and from time to time prescribed by regulations made by the Secretary of State under the Act (as hereafter defined) shall not apply to the Company.

1.2 In these Articles:

1.2.1 headings are used for convenience only and shall not affect the construction hereof;

1.2.2 unless the context otherwise requires or does not so admit or, save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (but excluding any statutory modification or re-enactment thereof not in force on the date on which these Articles become binding on the Company);

1.2.3 the following words and expressions shall have the following meanings:

the **"Act"**: means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

"Adoption Date": means December 2003

"Associate": has the meaning ascribed thereto in article 8.1

"these Articles": means these articles of association (including the Schedule) as amended from time to time

"Bad Leaver": means a leaver who is not a Good Leaver

"Bad Leaver Price": means the price per Share which is the lesser of:

(i) fair value, as agreed or determined pursuant to article 7; and

(ii) the Issue Price

"Clear Days": means in relation to the period of a notice 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

"Controlling Interest": means has the meaning ascribed thereto in article 8.1

the **"Directors"**: means the directors for the time being of the Company

"Disenfranchisement Notice": means as defined in article 6.7.2

"Equity Shares": means Ordinary Shares and Preferred Ordinary Shares

"Group Company": means the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly)

"Good Leaver": means a member who:

(a) ceases to be employed by a Group Company in circumstances where he is wrongfully dismissed by the relevant Group Company; or

(b) ceases to be employed by a Group Company as a result of death; or

(c) by virtue of mental or physical ill health is determined by at least two medical reports from independent medical specialists to be unable to perform all or substantially all of his duties as an employee of a Group Company for a period of at least 12 months and ceases to be an employee of a Group Company as a result thereof

"holder": means in relation to Shares the person whose name is entered in the register of members as the holder of those shares

"Investor Approval": means the prior consent or approval in writing of an Investor Majority

"Investor Director": means a director of the Company appointed pursuant to article 3.5.1

"Investor Majority": means the holder(s) of more than one half of the total number of Ordinary Shares and Preferred Ordinary Shares for the relevant time being in issue

"Issue Price": means the price per share at which the relevant shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) and in the event that any Leaver or any Associate of any Leaver acquires shares at different Issue Prices in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price)

"Leaver": means as defined in article 6.3.1

"Loan Notes": means the series of unsecured loan notes of £1,071,437.50 issued by the Company as constituted by an instrument dated on or about the Adoption Date

"Listing": means the admission of all or any of the ordinary share capital of the Company to the Official List of the UK Listing Authority or the admission of the

same to trading on the Alternative Investment Market of the London Stock Exchange plc or the admission of the same to, or the grant of permission by any like authority for the same to be traded on, any other equivalent or similar share market

"Member": means any holder for the time being of shares in the capital of the Company of whatever class

the "Office": means the registered office of the Company for the time being

"Ordinary Shares": means Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles

"Preferred Ordinary Shares": means Preferred Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles

"Priority Notice": means as defined in article 6.4.1

"Priority Shares": means as defined in article 6.4.2

"Sale Price": means price determined in accordance with article 7

"Sale Shares": means Shares to be transferred pursuant to article 6

"Secretary": means 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

"Shares": means (unless the context does not so admit) shares in the capital of the Company (of whatever class)

"Shareholders Agreement": means an agreement dated the Adoption Date between Peter Harrison (1) the Company (2) and Spring Hill Bioventures Sendirian Berhad (3)

"Take-over": means the acquisition by a Buyer (as defined in article 8.1) of a Controlling Interest or the sale or other disposal of the whole or substantially the whole of the undertaking of the Company or any other Group Company (other than to a Group Company which is the Company or a wholly-owned subsidiary of the Company)

"Transfer Notice": means any notice to transfer or otherwise dispose of Shares pursuant to article 6

"Transferor": means any person transferring or otherwise disposing of Shares

the "United Kingdom": means Great Britain and Northern Ireland

1.3 In the event of any conflict or inconsistency between any provision in part A of these Articles and any provision in part B of these Articles, the provision contained in part A shall prevail and the provisions in part B shall take effect subject to the provisions in part A.

2. Share capital

The authorised share capital of the Company at the date of adoption of these Articles is £50,000 divided into 42,872 Ordinary Shares and 7,128 Preferred Ordinary Shares.

3. Share rights

The rights attaching to the respective classes of Shares shall be as follows:

3.1 As regards income:

In respect of any financial year of the Company the profits of the Company for the time being available for distribution shall be applied in paying to the holders of the Ordinary Shares and Preferred Ordinary Shares (pari passu as if the same were one class of share) a sum as determined by the Directors (exclusive of associated tax credit).

3.2 As regards capital:

On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied:

3.2.1 first, in paying to the holders of the Preferred Ordinary Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares;

3.2.2 second, in paying to the holders of the Ordinary Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares;

3.2.3 and, subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares and the Preferred Ordinary Shares (pari passu as if the same constituted one class of share).

3.3 As regards voting:

Ordinary Shares and Preferred Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

3.4 As regards class consents:

Except with Investor Approval:

3.4.1 no Group Company shall modify or vary the rights attaching to any class of its shares;

3.4.2 no Group Company shall vary or permit any variation in its authorised or issued share capital or grant any option or other rights to subscribe for shares or securities convertible into shares in its capital;

3.4.3 no Group Company shall pass any resolution for reducing its issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares;

3.4.4 no Group Company shall purchase or redeem any shares;

3.4.5 no Group Company shall transfer any profits to reserves or otherwise take any action (excluding any payment of dividends to the Company or as required under article 3.1) which will or may reduce the amount of its profits available for distribution;

3.4.6 no Group Company shall capitalise any profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve;

3.4.7 no Group Company shall dispose of all or any part of, or any interest in, the shares or securities convertible into shares or any right to acquire shares or securities so convertible of any other Group Company;

3.4.8 no Group Company shall dispose of the whole or a substantial part of its business, undertaking or assets;

3.4.9 no Group Company shall alter its memorandum or articles of association;

3.4.10 the Company shall not exempt any Share from the provisions of article 11.1;

3.4.11 no resolution for the winding-up of a Group Company shall be passed; and

3.4.12 no Group Company shall suspend or relax any provision of its articles of association which prohibit a director from voting at a meeting of directors or of a committee of directors in certain circumstances.

3.5 As regards appointment of directors:

3.5.1 The holders of the Preferred Ordinary Shares acting by a simple majority shall be entitled from time to time to appoint one person as director of the Company and each other Group Company and to remove any such person from office.

3.5.2 The Investor Majority may from time to time remove any or all of the Directors (other than any Investor Director) and/or appoint any person or persons as a Director or Directors of the Company.

3.5.3 Any such appointment or removal as is referred to in article 3.5.1 or 3.5.2 above shall be made by notice in writing to the Company and/or the relevant Group Company signed, in the case of an appointment or removal made pursuant to article 3.5.2, by or on behalf of an Investor Majority and, in the case of an appointment or removal made pursuant to article 3.5.1, by or on behalf of such person or persons as are first referred to therein and served, in each case, upon the Company at the Office.

3.5.4 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to article 3.5.1 may appoint such person as he thinks fit to be his alternate director.

3.6 As regards quorums:

3.6.1 No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than 50% per cent of the Preferred Ordinary Shares for the time being in issue unless such shareholders otherwise agree.

3.6.2 Save with the approval of the Investor Director, no meeting of the Directors held at any time when an Investor Director is in office shall be quorate unless those Directors present include the Investor Director (if such a director then holds office) (or a duly appointed alternate director of the Investor Director).

4. Share transfers: general

4.1 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor (but shall not require to be executed by or on behalf of the transferee unless any Share to which it relates is not fully paid). The transferor shall remain the holder of the Shares concerned until the name of the transferee is entered in the register of members in respect thereof.

4.2 The Directors may refuse to register the transfer of any Share:

4.2.1 being a Share which is not fully paid, to a person of whom they do not approve;

4.2.2 on which the Company has a lien;

4.2.3 unless:

(a) it is lodged at the Office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of Shares; and

(c) it is in favour of not more than four transferees;

4.2.4 to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.

4.3 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer has either:

4.3.1 received Investor Approval; or

4.3.2 is made in accordance with and permitted under article 6.

4.4 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) then the Directors may or, if an Investor Majority so requires, shall:

4.4.1 require the transferee of such Share to enter into a written undertaking (in such form as the Directors may with Investor Approval prescribe) to be bound (to such extent as the Directors and/or an Investor Majority may reasonably stipulate) by the provisions of such agreement; and

4.4.2 decline to register the transfer of such Share unless and until the transferee has entered into such written undertaking.

5. Share transfers

Except in the case of a Transfer Notice, a transfer to an Associate or with Investor Approval no Member shall be permitted to transfer the legal title to and /or beneficial ownership of a Share or otherwise dispose of a Share or any interest or right in or arising from a Share (an option or other like right to acquire any Share (whether by subscription or otherwise) being deemed to be an interest in a Share for this purpose) other than pursuant to an agreement or arrangement which is conditional on obtaining Investor Approval. Any such transfer or other disposal made otherwise than in accordance with this clause shall be void.

6. Mandatory Share Transfers

6.1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 5 or in accordance with the provisions of these Articles, such person and any Associate of such person who is a Member shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal, a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.

6.2 If any person becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member in circumstances where the provisions of article 6.3 do not apply then (unless the Directors and an Investor Majority determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given in respect of all Shares held by the Member and any Associate(s) of such Member.

6.3

6.3.1 If at any time any director (not being an Investor Director) or employee of or consultant to any Group Company shall cease (for whatever reason including (without limitation) death, bankruptcy or liquidation) to be such a director or an employee or consultant and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares held by such person (the "**Leaver**") and his Associates shall be subject to the following:

(a) the date on which the Leaver ceases to be a director of or an employee of or a consultant to a Group Company shall be the "Cessation Date" for the purposes of the Articles provided always that where a Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him

terminating his employment or consultancy (as the case may be) then, if an Investor Majority so notifies the Company in writing, the Cessation Date should be deemed to be the date of service of such notice;

(b) (unless and to the extent that an Investor Majority agrees otherwise and notifies in writing the person concerned at the relevant time) there shall be deemed to have been given on the Cessation Date a Transfer Notice in respect of all Shares then held by the Leaver and any Associate(s) of the Leaver; and

(c) (unless and to the extent that an Investor Majority determines otherwise) if the Leaver is a Bad Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price and if the Leaver is a Good Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Sale Price.

6.3.2 If at any time a former director (not being a former Investor Director) or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any Associate of his shall acquire) any Shares pursuant to an option or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of article 6.3.1 (a) and (b) above shall apply as if reference in article 6.3.1(a) to the "Cessation Date" were reference to the date on which he acquires such Shares.

6.4

6.4.1 If any Transfer Notice is deemed to be given pursuant to article 6.3, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each holder of Preferred Ordinary Shares. If within 21 days of the giving of such notice by the Company an Investor Majority requires, by written notice to the Company (a **"Priority Notice"**) that all (but not some only unless the Leaver agrees otherwise) of the Shares to which such Transfer Notice relates should be offered for sale first either to any person or persons who is or are (an) existing director(s) and/or employee(s) of a Group Company or to a person or persons (whether or not then ascertained) who it is proposed should be appointed as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was deemed to be given then the provisions of article 6.4.2 below shall apply.

6.4.2 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the **"Priority Shares"**) the Priority Shares shall be offered by the Company to the person(s) (and, in the case of more than one, in the proportions) specified in the Priority Notice (conditional, in the case of any named prospective director and/or employee, upon his taking up his proposed appointment with a Group Company (if not then taken up)). For this purpose, a Priority Notice may specify that some or all of the Priority Shares should be offered (either in the first instance or insofar as not taken up by any other person(s) specified in such notice) to not less than two persons designated by an Investor Majority ("Custodians") to be held (in the event of their acquiring Priority Shares) on and subject to the terms referred to in article 6.4.3 below.

6.4.3 If Custodians become the holders of Priority Shares, then (unless and to the extent that the Directors with Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:

(a) the Sale Price or as the case may be the Bad Leaver Price shall be paid to the Leaver and his Associates on the date that the Custodians become the holders of the Priority Shares or if later when the Sale Price has been agreed or determined in accordance with these articles

(b) they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit;

(c) save with Investor Approval and (if the Sale Price has not been paid, the approval of the Leaver or his Associates as the case may be), they shall not encumber the same;

(d) they will transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as an Investor Majority may from time to time direct by notice in writing to the Custodians PROVIDED THAT the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss;

(e) if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the holders of the Preferred Ordinary Shares as to what (if any) actions they should take with regard thereto but, absent instructions from an Investor Majority within 14 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.

6.5 If a corporation which is a holder and/or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors with Investor Approval determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Ordinary Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this article 6.5 "control" shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988. The provisions of this article 6.5 shall not apply to any corporation which holds Preferred Ordinary Shares at the time when these provisions would otherwise operate or any holding company for the time being of any such corporation or any subsidiary of any such holding company.

6.6 If any Shares were transferred to a person who was an Associate of the person who made the transfer and such Associate shall cease to be an Associate of the person by whom such transfer was made then he shall, within seven days of such cessation, give notice in writing to the Company of that fact and unless the Shares are then transferred back to the person by whom such transfer was made or unless the Directors determine (with Investor

Approval) otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this article 6.6) and any Associate(s) of such person.

6.7 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to be given under any provision of this article 6, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Transfer Notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the holders of those Shares and/or their Associates in respect of all (but not part only)of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled:

6.7.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing that a Transfer Notice be given by the holders of the relevant Shares in respect of all such Shares; and/or

6.7.2 to give to the holder(s) of the Shares in question a notice (a "**Disenfranchisement Notice**") stating that such Shares shall as from the date of such notice no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.

6.8 A Director (not being an Investor Director) shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not be entitled to vote in his capacity as a Director in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purpose of any of articles 4, 5 or this article 6 or 7 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.

6.9 In any case, where a Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company the share certificate(s) in respect of the relevant Shares. The purchase shall be completed at a place and time to be reasonably appointed by the Company when the relevant transferee shall pay the Prescribed Price to the Leaver and his Associates against delivery of duly executed stock transfer form(s) in respect of the Shares and the share certificates in respect of them. The Leaver and his Associates shall not be obliged to complete the sale of any Priority Shares unless a transferee is found for all of them and payment is payment is made for all of them.

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7. Determination of Sale Price

7.1 In the case of a Transfer Notice

7.1.1 if, not more than 30 days after the date of which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Director with the prior approval of an Investor Majority may, prior to the expiry of such period of 30 days, determine to allow for this purpose) the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price; or

7.1.2 failing such agreement, upon the expiry of such 30 day period (or such longer period (if any) as aforesaid) the Directors shall instruct the auditors for the time being the Company to determine and report the sum per Share considered by them to be the fair value of the Sale Shares and the sum per Share so determined and reported shall be the Sale Price.

7.2 For the purposes of article 7.1.2, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. For the purposes of this article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms length valuing the Company on a going concern basis (if that is the case) without having regard to the fact that the shares being valued represent a majority or minority interest in the capital of the Company.

8. Transfer of a Controlling Interest

8.1 For the purposes of this article:

8.1.1 the expression "**Buyer**" means a person (who is not an existing holder of Preferred Ordinary Shares) and any Associate of such person (in each case whether or not an existing Member of the Company);

8.1.2 the expression "**acquire**" means to be or become the legal or beneficial owner of Shares, whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not;

8.1.3 the expression "**Associate**" means:

(a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person;

(b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or his spouse or children is or is capable of being a beneficiary;

(c) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person;

(d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;

(e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988; and

(f) any person with whom any relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);

8.1.4 subject as provided in article 8.1.4 (b) below the expression a "**Controlling Interest**" means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate more than 50 per cent of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings;

8.1.5 the expression the **"Prescribed Price"** shall, in relation to Preferred Ordinary Shares and Ordinary Shares, mean a price per share approved by an Investor Majority or, failing such approval, whichever is the higher of:

(i) the full cash equivalent of the highest price which, at the time of making the relevant Offer (as referred to below), the Buyer has agreed to pay or is prepared to offer to pay to any holder(s) of Shares of that class; and

(ii) the full cash equivalent of the highest price at which the Buyer has acquired any Shares of that class in the period of 12 months prior to the date on which the relevant Offer is made (and so that, in relation to the calculation of such price, the provisions of article 8.8 shall apply);

together in each case with a sum equal to the grossed up (at the rate of corporation tax then in force) amount of any dividends accrued but unpaid in respect of such Shares.

8.2 Notwithstanding anything to the contrary contained in these Articles save with Investor Approval no Buyer shall be entitled or permitted to acquire, and no person shall transfer any Shares (or any interest) if, as a result, a Buyer would acquire a Controlling Interest in the Company. As a condition to the provision of Investor Approval, the Investor Majority

may require the Buyer to first make an offer (in accordance with the following provisions of this article 8, the provisions of such shall then apply) to all the holders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them for cash payable in full on completion of any sale (or with a cash alternative payable in full on completion of any sale) at the Prescribed Price per Share their entire holdings of Shares in the capital of the Company.

8.3 Any such offer as is referred to in the second sentence of article 8.2 (an "Offer") must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not save with Investor Approval contain any requirement for any holder of Preferred Ordinary Shares to give any representation, warranties or undertakings other than as to their capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made.

8.4 If within 60 days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made a further Offer.

8.5 If a Buyer receives (within the period of 60 days referred to in article 8.4) acceptances of an Offer which will result in the Buyer owning not less than 75 per cent of all the issued share capital of the Company then the Buyer may extend the Offer to the extent that, if within 30 days of the expiry of such period of 60 days, the Buyer gives written notice to those Members who have not accepted the Offer requiring them so to do, then each of such non-accepting Members shall upon the giving of such notice:

8.5.1 be deemed to have accepted the same in respect of all Shares held by him in accordance with the terms of the Offer; and

8.5.2 become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same.

provided that no such deemed acceptance shall arise and the members in question shall have no obligation to deliver up executed transfers and certificate(s) unless the Buyer can reasonably demonstrate that it is not in anyway Associated with any holder of Preferred Ordinary Shares and that its offer is a bona fide and genuine arms length offer for the Shares.

8.6 If any such non-accepting Member as is referred to in article 8.5 shall not, within 14 days of becoming required to do so, execute transfers in respect of the Shares held by such Member, then the Directors shall be entitled to, and shall, authorise and instruct such person as they think fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such Member) of the purchase moneys payable for the relevant Shares, deliver such transfer(s) to the Buyer (or its agents) and register the Buyer (or its nominees) as the holder thereof, and after the Buyer (or its nominees) has been registered as the holder the validity of such proceedings shall not be questioned by any person.

8.7 If a Buyer acquires a Controlling Interest then, unless all those Members accepting the relevant Offer and selling Shares pursuant thereto (including any Members who are deemed to accept the same pursuant to article 8.5) agree otherwise at the relevant time (and notwithstanding the actual terms and conditions of or relating to such Offer), such Members shall procure that the aggregate consideration (whenever received) shall be paid into a designated trust account and shall be shared and distributed amongst such Members in the following order of priority:

8.7.1 firstly, in paying to Members selling Preferred Ordinary Shares (in proportion to the number of Preferred Ordinary Shares being sold by them) an amount equal to the subscription price paid for such Preferred Ordinary Shares;

8.7.2 secondly, in paying to Members selling Ordinary Shares an amount per share equal to the subscription price paid for those Ordinary Shares; and

8.7.3 finally (if and insofar as any balance remains) in dividing and paying the same amongst and to those Members selling Ordinary Shares and Preferred Ordinary Shares in proportion to the number of Ordinary Shares and Preferred Ordinary Shares held by each of them.

8.8 In calculating the Prescribed Price for the purposes of article 8.1.5 there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such Member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the shares in question.

8.9 For the purpose of ensuring:

8.9.1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this article (and to that end for the purpose of determining whether one person is an Associate of another); or

8.9.2 that a price offered or proposed to be offered for any Shares is the Prescribed Price;

the Directors or an Investor Majority may from time to time require any Member to furnish to the Company or to one or more of the holders of Preferred Ordinary Shares for the time being such information and evidence as the Directors or an Investor Majority may reasonably think fit regarding any matter which they may deem relevant for such purposes.

PART B

9. Further provisions concerning Shares

9.1 Subject to the provisions of the Act, Shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles.

9.2 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment

of cash or by the allotment of fully or partly paid Shares or partly in one way and partly in the other.

9.3 Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any Share except an absolute right to the entirety thereof in the holder.

9.4 If the Directors refuse to register a transfer of a Share, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.

9.5 The registration of transfers of Shares (of any class) may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may reasonably determine.

9.6 No fee shall be charged for the registration of any instrument or transfer or other document relating to or affecting the title to any Share.

9.7 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

9.8 If a Member dies the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any Share which had been solely or jointly held by him.

9.9 Subject as otherwise provided by or in accordance with these Articles, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were the holder of the Share, except that he shall not, before being registered as the holder of the Share, be entitled (in respect of it) to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of Shares.

10. Share certificates

10.1 Every Member, upon becoming the holder of any Shares, shall be entitled without payment to one certificate for all the Shares of each class held by him within one month from the date of issue (or such longer period as the terms of issue shall provide) after allotment (and, upon transferring a part of his holding of Shares of any class, to a certificate for the balance of such holding within 14 days after lodgement of the transfer) or several certificates each for one or more of his Shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

10.2 If a share certificate is defaced, worn-out, lost stolen or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

11. Lien

11.1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it.

11.2 The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of article 11.1.

11.3 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 Clear Days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 5 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 days as is above referred to).

11.4 To give effect to a sale as aforesaid the Directors may authorise some person to execute on behalf of the holder of the relevant Shares an instrument of transfer of such Shares in favour of the purchaser(s).

11.5 The net proceeds of such sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of such sale.

12. Calls on Shares and forfeiture

12.1 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each Member shall (subject to receiving at least 14 Clear Days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

12.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

12.3 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it becomes due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.

12.4 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

12.5 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.

12.6 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than 14 Clear Days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expense incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited. The Directors may accept a surrender of any Share liable to be forfeited hereunder.

12.7 If the Shares are not surrendered or if the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

12.8 Subject to the provisions of the Act and these Articles, a forfeited or surrendered Share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture or surrender the holder or to any other person and at any time before sale, surrender, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where the Directors propose that a forfeited or surrendered Share should be transferred then the Company shall give written notice of such proposal to the Member concerned. The provisions of article 5 shall apply in relation to any proposed transfer of a Share pursuant to this article 12.8 (on the basis that a Transfer Notice in respect of such Share shall be deemed to be given on the date on which such notice aforementioned is given).

12.9 A person any of whose Shares have been forfeited or surrendered shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or surrender or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture or surrender until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or for any consideration received on their disposal.

12.10 A statutory declaration by a director or the Secretary that a Share has been forfeited or surrendered or sold to satisfy a lien of the Company on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The declaration and the receipt of the Company for the consideration (if any) given for the Share on the sale, re-allotment or disposal thereof shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor, subject to compliance by the Directors with article 5, shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the Share.

13. Alteration of share capital

13.1 Subject to the Act and as provided in Part A of these Articles, the Company may by ordinary resolution:

13.1.1 increase its share capital by the creation of new Shares of such amount as the resolution prescribes;

13.1.2 consolidate and divide all or any of its share capital into Shares of larger amounts than its existing Shares;

13.1.3 sub-divide its Shares, or any of them, into Shares of smaller amounts and the resolution may determine that, as between the Shares resulting from the sub-division, any of them may have any preference, or special right or advantage or subject to any such restriction as compared with the others; and

13.1.4 cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken, by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.

13.2 Whenever, as a result of a consolidation of Shares any Members would become entitled to fractions of a Share, the Directors may, on behalf of those Members, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Members. The provisions of article 5 shall apply to any such sale and the Directors may authorise some person to execute a Transfer Notice and an instrument of transfer of the Shares in favour of the purchaser(s). No such purchaser shall be bound to see to the application of the purchase money nor, subject to compliance by the Directors with article 5, shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

13.3 Subject to the provisions of the Act or these Articles, the Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium or other undistributable reserve account in any way.

14. Purchase of own Shares

Subject to the provisions of the Act or these Articles, the Company may purchase its own Shares (including any redeemable Shares) and, whilst a private company, make a payment

in respect of the redemption or purchase of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

15. General meetings

15.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

15.2 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed with proper expedition to convene an extraordinary general meeting for a date not later than 28 days after receipt of the requisition.

16. Notice of general meetings

16.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 21 Clear Days' notice. All other extraordinary general meetings shall be called by at least 14 Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed:

16.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and

16.1.2 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 95 per cent in nominal value of the Shares giving that right.

The notice shall specify the time, place and day 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.

Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Members entitled to receive such notices, to all persons entitled to a Share in consequence of the death or bankruptcy of a Member and to the Directors and auditors.

16.2 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.

17. Proceedings at general meetings

17.1 No business other than the appointment of a chairman shall be transacted at any meeting unless a quorum is present. Subject to any provision to the contrary contained in Part A of these Articles, two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

17.2 If such a quorum is not present within half an hour from the time appointed for the meeting (or such longer interval as the chairman of the meeting may think fit to allow) or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to

the same day in the next week at the same time and place or such time and place as the Directors may determine.

17.3 The chairman, if any, of the board of directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

17.4 If no Director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.

17.5 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

17.6 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. When a meeting is adjourned for 14 days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

17.7 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:

17.7.1 by the chairman; or

17.7.2 by at least two Members having the right to vote at the meeting; or

17.7.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or

17.7.4 by a Member or Members holding shares conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring the right;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

17.8 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.

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17.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the meeting 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.

17.10 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.

17.11 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.

17.12 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 place and time (not being more than 30 days after the poll is demanded) as the chairman directs. 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.

17.13 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.

17.14 A resolution in writing executed 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 Members.

18. Votes of Members

18.1 Subject to any rights or restrictions as to voting attached to any Shares and in particular to those set out in part A of these Articles, 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 (not being himself a Member entitled to vote) and every person (not being himself a Member entitled to vote) present as a proxy for a Member or Members shall have one vote and on a poll every Member (or his proxy) shall have one vote for every Share of which he (or the Member by whom he was appointed) is the holder.

18.2 In the case of joint holders of a Share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of Members in respect of the Share.

18.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonus or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the

Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

18.4 No Member shall vote at any general meeting or at any separate meeting of the holders of any class of Shares in the Company, either in person or by proxy, in respect of any Share held by him unless all moneys presently due and owing by him to the Company in respect of that Share have been paid.

18.5 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 or may be given or tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

18.6 On a show of hands or a poll, votes may be given either personally or by proxy. A Member may appoint more than one proxy to attend on the same occasion and a Member entitled to more than one vote need not use all his votes or cast all his votes used in the same way. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting except with the permission of the chairman of the meeting.

18.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor (in the case of a corporation the instrument shall be under the common seal or signed by a duly authorised officer) 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 or which the Directors may approve):

" [Limited][PLC]

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 20 , and at any adjournment thereof.

Signed this day of 20 "

18.8 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 or which the Directors may approve):

" [Limited][PLC]

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 20 , 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 20 ."

18.9 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 shall:

18.9.1 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 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

18.9.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

18.9.3 where the poll is not taken forthwith but is taken not more than 48 hours 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.

18.10 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. The instrument shall, unless the contrary is stated thereon, be valid for any adjournment of the meeting as well as for the meeting to which it relates. Provided that an instrument of proxy relating to more than one meeting (including adjournments thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for any purpose of any subsequent meeting to which it relates.

19. Number of directors

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall be not less than **three**

20. Alternate directors

20.1 Any Director (other than an alternate director) may appoint by notice in writing to the Company any other Director, or any other person approved by resolution of the Directors and willing to act, (such notice of appointment to be deposited at the Office) to be an alternate director and may remove from office any alternate director so appointed by him.

20.2 An alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which his appointor is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

20.3 Every person acting as an alternate director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate director to any resolution in writing of the Directors or of a committee of the Directors, of which his appointor is a member shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor.

20.4 An alternate director shall ipso facto cease to be an alternate Director if his appointor ceases to be a director.

20.5 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

20.6 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

21. Powers of directors

21.1 Subject to the provisions of the Act, the Company's memorandum of association and these 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 of association or these 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 these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

21.2 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, including authority for the agent to delegate all or any of his powers.

22. Delegation of directors' powers

The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may at any time be revoked, withdrawn, varied or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of these Articles regulating the proceedings of Directors so far as they are capable of applying.

23. Appointment and retirement of directors

23.1 The Directors shall have power at any time, and from time to time, to appoint any person (willing to act) to be a Director, either to fill a casual vacancy or as an additional Director.

23.2 The Company may with Investor Approval by ordinary resolution appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director.

23.3 No Director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

24. Disqualification and removal of directors

The office of a Director shall be vacated if:

24.1.1 he ceases to be a Director by virtue of any provision of the Act or these Articles (including (without limitation) pursuant to the provisions of article 3.5) or he becomes prohibited by law from being a director of a company; or

24.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

24.1.3 he is, or may be, suffering from mental disorder and either:

(a) 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

(b) 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

24.1.4 he resigns his office by notice in writing to the Company; or

24.1.5 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

24.1.6 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated;

24.1.7 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated;

24.1.8 (save in the case of an Investor Director) all the other Directors unanimously resolve that his office be vacated.

25. Remuneration of directors

The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day and shall be divisible among the Directors as they agree, or, failing agreement, equally.

26. Directors' expenses

The Directors (including alternate directors) may be paid all travelling, hotel, and other expenses properly and reasonably incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

27. Directors' appointments and interests

27.1 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing director or to any other executive office with the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company.

27.2 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director, notwithstanding his office:

27.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

27.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

27.2.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and

no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

27.3 For the purposes of article 27.2:

27.3.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

27.3.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

28. Proceedings of Directors

28.1 Subject to the provisions of these Articles, the Directors may regulate their 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 notice of a meeting to a Director who is absent from the United Kingdom. Any Director may waive notice of any meeting and any 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.

28.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors at any number (not being less than two) or, unless so fixed at any other number, shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

28.3 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 or of calling a general meeting.

28.4 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. 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.

28.5 All or any of the members of the Board or of any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other. A person so participating shall be deemed to be present in person 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 is assembled, or, if there is no such group, where the chairman of the meeting is and shall be

deemed to be a meeting even if there is only one person physically present where it is deemed to take place.

28.6 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or by all the members of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or that committee duly convened and held and may be contained in one document (or in several documents in all substantial respects in like form) each signed by one or more of the Directors or members of that committee. Any such document may be constituted by letter, facsimile or otherwise as the Board may from time to time resolve.

28.7 All acts done by a meeting of Directors, or of a committee of Directors, 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 regards all persons dealing in good faith with the Company) 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.

28.8 Without prejudice to his obligation of disclosure in accordance with section 317 of the Act, a Director shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty (whether or not it is material) and which conflicts or may conflict with the interests of the Company.

29. Secretary

Subject to the provisions of the Act, the Secretary shall be appointed by the Directors 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 but without prejudice to any claim for damages for breach of any contract of service between the Secretary and the Company. If thought fit, two or more persons may be appointed as joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more assistant or deputy Secretaries.

30. Minutes

The Directors shall cause minutes to be made in books kept for the purpose:

30.1.1 of all appointments of officers made by the Directors; and

30.1.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of any committee of Directors, including the names of the Directors present at each such meeting.

31. The common seal

The common seal of the Company shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine

who shall sign any instrument to which the common seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

32. Dividends

32.1 Subject to the provisions of the Act and these Articles, the Company may by ordinary resolution declare final dividends in accordance with the respective rights of the Members, but no final dividend shall exceed the amount recommended by the Directors.

32.2 Subject to the provisions of the Act and these Articles, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution.

32.3 Except as otherwise provided by the rights attached to any class of Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid; but, if any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.

32.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Member upon the footing of the value so fixed in order to adjust the rights of Members and may vest any assets in trustees.

32.5 Any dividend or other moneys payable in respect of a Share may be paid by cheque sent by post to the registered address of the person entitled (or, if two or more persons are the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of any one of such persons) who is first named in the register of Members or to such person and to such address as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Share. Every such cheque shall be sent at the risk of the person entitled to the money represented thereby.

32.6 No dividend or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.

32.7 The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a Share into a separate account shall not constitute the Company as a trustee in respect of such moneys. Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

32.8 The Directors may retain any dividend or other monies payable on or in respect of a Share on which the Company has a lien and may apply the same in or towards satisfaction of the debts or other liabilities in respect of which the lien exists.

33. Accounts

No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as expressly agreed in writing between the Company and a Member or as conferred by statute or authorised by the Directors or by ordinary resolution of the Company, or ordered by a court of competent jurisdiction.

34. Capitalisation of profits and reserves

The Directors may, with the authority of an ordinary resolution of the Company:

34.1.1 capitalise any sum standing to the credit of any of the Company's reserve accounts (including (without limitation) share premium account or any revaluation reserve) or any sum standing to the credit of profit and loss account;

34.1.2 appropriate the sum resolved to be capitalised to the Members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up in full unissued Shares or debentures of the Company of a nominal amount equal to that sum, and allot the Shares or debentures credited as fully paid to those Members, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued Shares to be allotted to Members credited as fully paid;

34.1.3 make such provision as the Directors think fit for any fractional entitlements which would arise on the basis referred to above (including provision whereby fractional entitlements are disregarded); and

34.1.4 authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such Members.

35. Notices

35.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

35.2 The Company may give any notice 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. In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the register of Members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

35.3 A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

35.4 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Members, has been duly given to a person from whom he derives his title.

35.5 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 48 hours after the envelope containing it was posted.

35.6 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

36. Winding up

If the Company is wound up, the liquidator may subject to the rights attaching to each class of Shares, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the Members in specie or kind the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

37. Indemnity

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or 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.

38. Subsidiaries

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under

these Articles, unless in such latter case such consent, approval or sanction has first been obtained.