

Company Number 3246469

THE COMPANIES ACT 1985

NOTICE OF PASSING OF RESOLUTION

OF

OXAGEN LIMITED

Section 380 Companies Act 1985



Notice is given that by special resolution passed on 6 December 2004 the following resolution was duly passed by the Company:

THAT:-

1. SPECIAL RESOLUTION

- 1.1 A loan note instrument, a copy of which has been produced to the meeting at which this Resolution is proposed and has been initialled by the Chairman of such meeting for the purposes of identification, under which it is proposed to issue loan notes up to a value of £3,000,000 (the "Loan Notes") be and it is approved and specifically, the provision requiring the holders of the Loan Notes to receive five times the face value of such notes and accrued interest before the application of Article 2.2(b) of the Company's articles of association is noted and approved;
- 1.2 14,713,908 Ordinary Shares of £0.10 in the authorised but unissued share capital of the Company be converted and re-designated into 14,713,908 Preference Shares of £0.10 each and 636,635 Ordinary Shares of £0.10 each in the authorised but unissued share capital of the Company be converted and re-designated into 63,663,500 B Ordinary Shares of £0.001 each, all such shares having the rights attaching to such respective class of share as is set out in the new articles of association to be adopted pursuant to Resolution 1.10 below.
- 1.3 Pursuant to section 80 of the Companies Act 1985 (as amended) (the "Act"), the directors of the Company be and they are hereby generally and unconditionally authorised to exercise any power of the Company to allot, and grant rights to subscribe for or convert securities into:
 - (a) Loan Notes up to a value of £3,000,000;
 - (b) Warrants to subscribe for up to 6,666,666 B Ordinary Shares of £0.001 each; and
 - (c) Up to 6,666,666 B Ordinary Shares upon the exercise of such Warrants

at any time or times during the period of five years from the date of passing of this Resolution and the directors may, after that period, allot any shares upon the exercise

of the Warrants issued by the Company within that period as if the authority conferred hereby had not expired.

- 1.4 The pre-emption rights on issue contained in Article 3.2 of the Company's articles of association or any other pre-emption rights on issue applying from time to time shall not apply to:
 - (a) the issue of the Loan Notes;
 - (b) the issue of warrants to subscribe for up to 6,666,666 B Ordinary Shares; and
 - (c) the issue of up to 6,666,666 B Ordinary Shares upon the exercise of such warrants.
- 1.5 That proportion of the number of Preference Shares of £0.10 each in the capital of the Company currently held by each member of the Company which is equal to the proportion of such member's pro rata entitlement to the Loan Notes which has not been taken up by such member be and they are hereby converted and re-designated as Ordinary Shares of £0.10 having the rights attaching to such shares as set out in the Company's articles of association.
- 1.6 Upon the recommendation of the directors, the sum of not more than £1,358,582.80, being part of the amount standing to the credit of the Share Premium Account of the Company be capitalised and that the same be applied in paying up in full not more than 13,585,828 new Preference Shares of £0.10 each, the same to be allotted and distributed credited as fully paid up to amongst the holders of the Preference Shares of £0.10 each on the Register of Members immediately before the passing of this Resolution but after the conversion pursuant to Resolution 1.5 above in the proportion of 3 new Preference Shares of £0.10 each for every 10 Preference Shares of £0.10 each then held by such member.
- 1.7 One fourth of that proportion of the number of Ordinary Shares of £0.10 each in the capital of the Company currently held by each member of the Company which is equal to the proportion of such member's pro rata entitlement to the Loan Notes which has been taken up by such member be and they are hereby converted and re-designated as Preference Shares of £0.10 each having the rights attaching to such shares as set out in the Company's articles of association, and three fourths of that proportion of the number of Ordinary Shares of £0.10 each in the capital of the Company currently held by each member of the Company which is equal to the proportion of such member's pro rata entitlement to the Loan Notes which has been taken up by such member be and they are hereby converted and re-designated as Deferred Shares of £0.10 having the rights attaching to such shares as set out in the Company's articles of association.
- 1.8 That all the Ordinary Shares of £0.10 each in the capital of the Company be consolidated into ten times fewer Ordinary Shares of £1.00 each immediately following the conversion and bonus issue pursuant to Resolutions 1.5 – 1.7 above.
- 1.9 The Directors be authorised to deal with any fractions of shares arising from the conversions, bonus issue or consolidation described in the Resolution above as they, in their absolute discretion, see fit.

- 1.10 The new articles of association submitted to this meeting for the purpose of identification signed by the Chairman of the meeting be and they are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all existing articles of the Company.

A handwritten signature in cursive script, appearing to read 'A. Soden', written over a dotted line.

Director

per

(as adopted by Special Resolution passed on 6 ^{December} ~~November~~ 2004)

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
OXAGEN LIMITED

WILMER CUTLER PICKERING
HALE AND DORR LLP

Park Gate
25 Milton Park
Oxford OX14 4SH
Tel: +44 (0)1235 823000
Fax: +44 (0)1235 823030

INDEX

	PAGE
1 Preliminary	1
2 Share Capital	5
3 Issue of Shares	12
4 Transfer of Shares	12
5 Pre-emption on Transfer	14
6 Bare Nominees	17
7 Compulsory Transfers - General	17
8 Information concerning shareholdings and transfers	19
9 Proceedings at General Meetings	19
10 Alternate Directors	19
11 Directors	20
12 Notices	21
13 Indemnity	21

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
OXAGEN LIMITED

(as adopted by Special Resolution passed on 6 ^{December} ~~November~~ 2004)

1 Preliminary

- 1.1 The regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of the adoption of these Articles of Association (hereinafter referred to as "Table A") shall apply to the Company in so far as these Articles do not exclude or modify Table A. A reference herein to any regulation is to that regulation as set out in Table A.
- 1.2 In these Articles the following words and expressions shall have the meanings set out below:
- | | |
|-------------------------------|--|
| the Act | the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force |
| Arrears | in relation to any Share, all accruals, deficiencies and arrears of any dividend payable in respect of such Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient distributable profits to pay such dividend together with all interest and other amounts payable thereon |
| the Auditors | the auditors for the time being of the Company |
| B Ordinary Shares | B ordinary shares of £0.001 each in the capital of the Company having the rights set out in Article 2.3 |
| Conversion Date | the date of any Listing or, as the case may be, the date of completion of any Sale |
| Convertible Preference Shares | cumulative convertible preference shares of 10p each in the capital of the Company having the rights set out in Article 2.2 |
| Deferred Shares | deferred shares of 10p each in the capital of the Company having the rights set out in Article 2.4 |
| Deemed Subscription Price | in relation to any Convertible Preference Share, the deemed subscription price shall be £0.70 |

the Directors	the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors
the Dividend Date	the dates when the Preference Dividend is due for payment in accordance with the terms of Article 2.2(a)
Employee Benefit Trust	a trust established by the Company or any of its subsidiaries for the benefit of its employees and former employees from time to time and the wives, husbands, widows, widowers and children and step-children under the age of eighteen of such employees and former employees
Gross Liquidation Surplus	the amount of the Liquidation Surplus prior to deduction (if not already paid) of all Arrears of Preference Dividend
Gross Sale Proceeds	the amount of the Sale Proceeds prior to deduction (if not already paid) of all Arrears of Preference Dividend
the Group	the Company and its subsidiaries (if any)
Investment Fund	any person, company, trust, limited partnership or fund holding Shares for investment purposes and not being a member of the Company by virtue of being a Relevant Member
Liquidation Surplus	such cash sum (and the cash equivalent value of any Non-Cash Asset as determined in accordance with Article 2.2(c)) as remains on a liquidation or winding up of the Company after all of its liabilities have been paid and after deducting (if not already paid) all Arrears of Preference Dividend and any fees (or a fair estimate thereof) incurred by the Auditors pursuant to Article 2.2(c)
Listing	a successful application being made to the United Kingdom Listing Authority for all or any of the Ordinary Share Capital of the Company or of any holding company of the Company to be admitted to trading on that exchange or a successful application being made to any other recognised investment exchange (as such expression is defined in the Financial Services and Markets Act 2000) for all or any of the Ordinary Share capital of the Company (or any depository receipts representing such share capital) to be admitted to trading on such exchange
Majority	as regards members of a class or classes of Shares, a majority by reference to the number of Shares of such class or classes held and not by reference to the number of members holding Shares of such class or classes

a Member of the same Group	as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company
New Ordinary Shares	the B Ordinary Shares which arise from a conversion of Convertible Preference Shares pursuant to Article 2.2(e)
Ordinary Shares	ordinary shares of £1 each in the capital of the Company having the rights set out in Article 2.3
Permitted Transfer	a transfer of shares authorised by Article 4
Permitted Transferee	a person, firm or unincorporated association to whom or which shares have been transferred pursuant to a Permitted Transfer
Preference Dividend	the dividend payable under Article 2.2(a)
Relevant Member	a member who is a director or employee of or a consultant to, the Company or any subsidiary of the Company, or a member who shall have acquired shares directly or indirectly from such a person
Relevant Shares	has the meaning set out in Article 4.2
Sale	the sale of any part of the Shares to any person resulting in that person together with any person acting in concert (within the meaning given in the City Code on Takeovers and Mergers as in force at the date of the adoption of these Articles) with such person holding more than 50% of the issued Shares and for the purposes of these Articles, the persons who are holders of the Convertible Preference Shares at the date of adoption of these Articles shall not be deemed to be acting in concert with each other
Sale Proceeds	the price paid for all of the Shares which are the subject of the Sale and the consideration paid for the release of options (if any) in issue on the date of the Sale after having deducted all Arrears of Preference Dividend accrued on the Convertible Preference Shares (if any) which are the subject of the Sale
Share Option Scheme	any share option scheme established by the Company which qualifies as an employees' share scheme under the Act
Shares	together, the Ordinary Shares, the B Ordinary Shares and the Convertible Preference Shares
Subscription Agreement	the subscription agreement dated 21 December 2000 and made between the Company and certain of the members of the Company relating, inter alia, to the subscription of Convertible Preference Shares in the

	Company, as varied and supplemented for the time being
Subscription Price	in relation to any Ordinary, B Ordinary or Deferred Share, the amount paid up or credited as paid up thereon (including the full amount of any premium at which such share was issued whether or not such premium is applied for any purpose thereafter)
Transferee Company	a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series)
Transfer Notice	a notice in accordance with Article 5 that a member desires to transfer his shares
Transferor Company	a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the same Group
Wellcome	The Wellcome Trust Limited, a company incorporated in England under registered number 02711000

2 Share Capital

2.1 Authorised Share Capital

The share capital of the Company at the date of adoption of these Articles is £15,763,663.50 divided into Convertible Preference Shares, Ordinary Shares, B Ordinary Shares and Deferred Shares.

2.2 Convertible Preference Shares

The Convertible Preference Shares shall entitle the holders thereof to the following rights:

- (a) as regards dividend the Company shall, in priority to payment of any dividend to all other shareholders, pay to the holders of the Convertible Preference Shares a fixed cumulative preferential dividend at the rate of 8% per annum accruing on a daily basis on the Deemed Subscription Price for such Convertible Preference Shares as are in issue at the date at which the relevant dividend accrues, and payable half yearly in arrears on 30 June and 31 December in each year;
- (b) as regards capital:
 - (i) on a return of assets on the liquidation or winding up of the Company, the following order of priority shall apply to payments to holders of shares in the capital of the Company out of the Gross Liquidation Surplus:
 - (A) firstly, the holders of Convertible Preference Shares shall be entitled in respect of their Convertible Preference Shares (in proportion to the number of such shares held by each of them), in priority to all other shareholders, to payment of the aggregate of the Deemed Subscription Price for all such Convertible Preference Shares

together with a sum equal to any Arrears of Preference Dividend calculated down to the date of the return of assets;

- (B) secondly, the aggregate Subscription Price paid in respect of the Ordinary Shares shall be paid to the holders of the Ordinary Shares in proportion to the number of such shares held by each of them and the aggregate Subscription Price paid in respect of the B Ordinary Shares shall be paid to the holders of the B Ordinary Shares in proportion to the number of such shares held by each of them, and in the event that the Gross Liquidation Surplus is insufficient to make full payment hereunder, such Gross Liquidation Surplus shall be distributed to holders of Ordinary Shares and B Ordinary Shares pro-rata to the full amount payable to each such holder hereunder;
 - (C) thirdly, the holders of the Deferred Shares shall be entitled in respect of each Deferred Share to payment of the sum of 0.001p; and
 - (D) fourthly, the balance (if any) remaining after payment of such sums shall be paid to the holders of Shares (in proportion to the number of such Shares held by each of them as if they together constituted one class);
- (ii) in the event of a Sale, the Gross Sale Proceeds shall be reallocated between the holders of the shares in the capital of the Company so as to ensure the following order of application of the Gross Sale Proceeds:
- (A) first, in paying to the holders of any Convertible Preference Shares that are the subject of the Sale (if any) the aggregate of the Deemed Subscription Price on all such shares (or in the event of an insufficiency, then pro rata to the respective number of Convertible Preference Shares held by each of them) together with a sum equal to any Arrears of Preference Dividend accrued upon such Shares calculated down to the date of Sale;
 - (B) secondly, in paying to the holders of the Ordinary Shares which are the subject of the Sale (if any) (in proportion to the number of such shares sold by each of them) a sum equal to the aggregate Subscription Price paid in respect of such Ordinary Shares and in paying to the holders of the B Ordinary Shares which are the subject of the Sale (if any) (in proportion to the number of such shares sold by each of them) a sum equal to the aggregate Subscription Price paid in respect of such B Ordinary Shares, and in the event that the Gross Sale Proceeds is insufficient to make full payment hereunder, such Gross Sale Proceeds shall be distributed to holders of Ordinary Shares and B Ordinary Shares pro-rata to the full amount payable to each such holder hereunder;
 - (C) thirdly, in paying to the holders of the Deferred Shares which are the subject of the Sale (if any) the sum of 0.001p per Deferred Share; and
 - (D) fourthly, in paying the balance pro rata to the holders of Shares which are the subject of the Sale (in proportion to the number of Shares sold by each of them as if they together constituted one class);

- (c) where on a return of assets on the liquidation or winding up of the Company the Liquidation Surplus includes assets other than cash ("the Non-Cash Assets"), the Directors shall prior to the proposed date of the return of assets instruct the Auditors to determine the market value of the Non-Cash Assets as at the date of the return of assets and the sum so determined and certified shall be that applicable for the purposes of determining the amount of the Liquidation Surplus and the distributions to be made in accordance with Article 2.2(b)(i). The costs and expenses of the Auditors in acting pursuant to this Article 2.2(c) shall be paid from the Gross Liquidation Surplus. The Auditors shall act as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith;
- (d) as regards voting in general meetings:
- each holder of Convertible Preference Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company; on a show of hands every holder of Convertible Preference Shares who (being an individual) is present in person or by proxy or (being a corporation or partnership) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of Convertible Preference Shares so present shall have one vote for each Convertible Preference Share held by him;
- (e) as regards conversion:
- (i) each holder of Convertible Preference Shares shall be entitled at any time in the manner set out in these Articles (and subject to the provisions of these Articles) to convert all or any of his Convertible Preference Shares into fully paid B Ordinary Shares on the basis of one B Ordinary Share for each Convertible Preference Share so converted;
- (ii) the right to convert provided in Article 2.2(e)(i) shall be exercisable by notice in writing given to the Company signed by the holders of such Convertible Preference Shares specifying the number of Convertible Preference Shares to be converted on that occasion and accompanied by a share certificate in respect of the same. The conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;
- (iii) forthwith after conversion takes effect in accordance with Article 2.2(e)(ii), the Company shall issue to the holder of shares the subject of the conversion a certificate for the number of B Ordinary Shares resulting from the conversion and a certificate for the balance (if any) of unconverted Convertible Preference Shares represented by the certificate delivered to the Company in accordance with Article 2.2(e)(ii);
- (iv) subject as hereinafter provided, as at the date of any Listing in circumstances where the gross proceeds of a placing by the Company or offer to the public of Shares in the Company at the time of Listing are equal to or exceed £15,000,000 the Convertible Preference Shares shall be automatically

converted into fully paid New Ordinary Shares on the basis of one B Ordinary Share for each Convertible Preference Share so converted. In the event of conversion being required pursuant to this Article 2.2(e)(iv), the Company shall give seven days prior written notice of the Conversion Date to each holder of Convertible Preference Shares and upon the Conversion Date each holder of Convertible Preference Shares shall deliver to the Company at its registered office the certificate for his Convertible Preference Shares and upon such delivery there shall be issued to him a certificate for the number of B Ordinary Shares resulting from the conversion;

- (v) the New Ordinary Shares arising on a conversion shall rank *pari passu* in all respects with the B Ordinary Shares then in issue and fully paid up and shall entitle the holders to all dividends and other distributions declared made or paid on the B Ordinary Shares by reference to any record date occurring on or after the date on which they are converted;
- (vi) so long as any Convertible Preference Shares remain capable of being converted into B Ordinary Shares, if the Company shall make any issue of B Ordinary Shares by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve) to the holders of B Ordinary Shares, then the number of B Ordinary Shares to result from any subsequent conversion of Convertible Preference Shares shall be increased *pro rata* and if any doubt shall arise as to the amount of the increase in the number of B Ordinary Shares the certificate of the Auditors shall be conclusive and binding on all concerned;
- (vii) so long as any Convertible Preference Shares remain capable of being converted into B Ordinary Shares, if the Company shall make any capital distribution to the holders of B Ordinary Shares, then the number of B Ordinary Shares to result from any subsequent conversion of the Convertible Preference Shares shall be increased by an amount (if any) determined to be appropriate by the Auditors whose certificate shall be conclusive and binding on all concerned. For the purpose of this Article 2.2(e)(vii) "capital distribution" means any dividend or other distribution of capital profits (whether realised or not) or capital reserves. In any case where the Company shall purchase any B Ordinary Shares, the amount of the capital distribution per B Ordinary Share shall be that amount which is the gross amount paid on such purchase divided by the number of B Ordinary Shares remaining in issue following such purchase;
- (viii) so long as any Convertible Preference Shares remain capable of being converted into B Ordinary Shares, if the B Ordinary Shares shall be consolidated or sub-divided, then the number of B Ordinary Shares to result from any subsequent conversion of the Convertible Preference Shares shall be reduced or increased *pro rata* accordingly and if any doubt shall arise as to the number thereof the certificate of the Auditors shall be conclusive and binding on all concerned; and
- (ix) upon the conversion of the Convertible Preference Shares to B Ordinary Shares any amounts paid up on the Convertible Preference Shares not utilised in the paying up of the B Ordinary Shares shall be used in paying up Deferred Shares so that the nominal value of the Company's issued share capital is

maintained, such Deferred Shares to be issued to the holders of such shares being converted pro-rata to their holding of such shares being converted.

2.3 Ordinary Shares and B Ordinary Shares

The Ordinary Shares and B Ordinary Shares shall entitle the holders thereof to the following rights:

- (a) as regards dividend, after making all necessary provisions for payment in any financial year of the Preference Dividend (including Arrears of each of the same in respect of any period), the Company shall apply any profits which the Directors resolve thereafter to distribute in any such year in paying such profits to the holders of the Shares in respect of their holdings of such shares *pari passu* and *pro rata* to the number of such shares held by each of them;
- (b) as regards capital:
 - (i) on a return of assets on a liquidation or winding up of the Company, the holders of the Ordinary Shares and B Ordinary Shares shall be entitled (in proportion to the number of Ordinary Shares and B Ordinary Shares held by each of them) to the payments out of the surplus assets of the Company referred to in Article 2.2(b)(i);
 - (ii) in the event of a Sale, the holders of the Ordinary Shares and B Ordinary Shares shall be entitled to participate in the proceeds as referred to in Article 2.2(b)(ii); and
- (c) as regards voting in general meetings each holder of Ordinary Shares and B Ordinary Shares shall be entitled to receive notice of and to attend at general meetings of the Company and shall be entitled to vote at, general meetings of the Company; on a show of hands every holder of Ordinary Shares and B Ordinary Shares who is entitled to vote and who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of Ordinary Shares and B Ordinary Shares who is entitled to vote and who is so present shall have one vote for each Ordinary Share and B Ordinary Share held by him.

2.4 Deferred Shares

The Deferred Shares shall carry no right to vote and no right to participate in the profits of the Company and on a liquidation or winding up of the Company or on a Sale shall be entitled to receive the sum referred to in Article 2.2(b)(i)(C) or Article 2.2(b)(ii)(C) (as the case may be).

- 2.5 Unless the Company is prohibited by law, the Preference Dividend shall (notwithstanding Regulations 102 to 108 inclusive or any provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend. Conversion of a Convertible Preference Share shall not extinguish the right of such share to payment of any Arrears of Preference Dividend accrued thereon to the date of conversion which shall be paid as soon as the Company may lawfully do so.

- 2.6 The Company shall procure that each of its subsidiaries and, so far as it is able, each of its subsidiary undertakings which has profits available for distribution shall from time to time declare and pay to the Company such dividends to the extent possible as are necessary to permit lawful and prompt payment by the Company of the Preference Dividend.

- 2.7 Subject to the Act, and provided it is a private company, the Company shall be authorised to make a payment in respect of the redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

3 Issue of Shares

- 3.1 Subject to the provisions of the Act and Article 3.2, the unissued Shares of the Company from time to time shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.
- 3.2 Any unissued Shares or other equity securities or shares to be issued ("New Shares") shall not be allotted to any person unless the Directors have, in the first instance offered such New Shares to all holders of Convertible Preference Shares, Ordinary Shares and B Ordinary Shares on a pro rata basis on the terms that in case of competition, the New Shares shall be allotted to the acceptors of any such offer in proportion (as nearly as may be without involving fractions or increasing the number allotted to any member beyond that applied for by him) to their existing holdings of Shares. Such offer:
- (a) shall stipulate a time not exceeding 14 days within which it must be accepted or in default will lapse; and
 - (b) may stipulate that any member who desires to subscribe for a number of New Shares in excess of the proportion to which it is entitled shall in its acceptance state how many excess New Shares it wishes to subscribe for and any shares not accepted by other members shall be used for satisfying the requests for excess New Shares pro rata to the existing Shares respectively held by such members making such requests and thereafter, such New Shares may be offered to any other person at the same price and on the same terms as the offer to members.
- 3.3 In accordance with Section 91 of the Act, Sections 89(1) to (6) of the Act shall not apply to any allotment of equity securities by the Company.

4 Transfer of Shares

- 4.1 Subject to the provisions of Regulation 24 any shares (other than any shares in respect of which the holder shall have been required by the Directors under these Articles to give a Transfer Notice or shall have been deemed to have given a Transfer Notice) may at any time be transferred:
- (a) to any person with the prior consent in writing of holders of shares entitled to cast 100% of the votes exercisable on a poll at a general meeting of the Company (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer); or
 - (b) by any member being a company (not being in relation to the shares concerned a holder thereof as a trustee of an Employee Benefit Trust) to a Member of the same Group as the Transferor Company; or
 - (c) by any person entitled to shares in consequence of the death or bankruptcy of an individual member to any person or trustee to whom such individual member, if not dead or bankrupt, would be permitted hereunder to transfer the same; or
 - (d) by a holder of Shares which is an Investment Fund or by its trustee, custodian or nominee:

- (i) to any trustee, nominee or custodian for such fund and vice versa;
 - (ii) to any unitholder, shareholder, partner, participant, manager or adviser (or an employee of such manager or adviser) in any such fund;
 - (iii) to any other Investment Fund, or its trustee, nominee or custodian, managed or advised by the same manager or adviser as any such fund;
 - (iv) to any other Investment Fund which is a successor to the transferor pursuant to a bona fide scheme of reconstruction; or
- (e) to a trustee, nominee, custodian or to a Member of the same Group of any of the persons referred to in sub-paragraphs (i) (ii), (iii) or (iv) of paragraph (d) above of this Article 4.1;
- (f) by any member being a nominee or trustee to the person or entity who is the beneficial owner or to another nominee or trustee for the beneficial owner or to a person to whom the beneficial owner, if he or it were registered as the holder, would have been entitled to transfer his shares in accordance with this Article 4.1, provided that the provisions of this Article 4.1(f) shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles;
- (g) by the granting of an option pursuant to the terms of any Share Option Scheme established by the Company over any of the shares held by any member and upon the exercise of that option the transfer of all or any of the Shares which are the subject of that option to the holder of that option or his personal representatives;
- (h) by any member to the trustees of an Employee Benefit Trust provided that the maximum number of shares held by the trustees of an Employee Benefit Trust shall not exceed in the aggregate 50% of the equity share capital of the Company in issue at any one time;
- (i) by the trustees of an Employee Benefit Trust:
- (i) to the other of them or to the new trustees on the occasion of any change in the identity of the trustees of such trust; or
 - (ii) to any beneficiary of such trust;
- (j) by Wellcome to any successor trustee or trustees of the Wellcome Trust from time to time and to any company whose shares are all held directly or indirectly by the Wellcome Trust; and
- (k) by the Chancellor, Masters and Scholars of the University of Oxford to any company whose shares are all beneficially owned by the Chancellor, Masters and Scholars of the University of Oxford.

4.2 If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Articles 4.1(b) or 4.1 (j) or 4.1 (k)) any shares held by the Transferee Company are derived ("the Relevant Shares"), it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the Transferor Company or a Member of the same Group as the Transferor Company, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the Relevant Shares.

- 4.3 For the avoidance of doubt, any change in the partners, participants, shareholders, unitholders (or any other interests) in any member which is an Investment Fund shall not be regarded as a transfer of shares or any interest in shares for the purposes of these Articles.

5 Pre-emption on Transfer

- 5.1 Except in the case of a Permitted Transfer or a transfer pursuant to Article 7.3 (where the provisions contained in such Articles shall apply), the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in this Article 5 to transferring shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of shares.
- 5.2 Any person ("the Proposing Transferor") proposing to transfer any shares in the capital of the Company ("the Sale Shares") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "Transfer Notice") that he desires to transfer the Sale Shares and shall state in the Transfer Notice the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares. The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as determined in accordance with Articles 5.3 and/or 5.4) during the Prescribed Period (as defined in Article 5.5) to any member or to any other person selected or approved by the Directors on the basis set out in the following provisions of these Articles and shall include such other details of the proposed transfer as the Directors may in their absolute discretion determine and shall not be revocable except with the consent of the Directors or if some of the Sale Shares are Convertible Preference Shares and there is a subsequent Transfer Notice given by a holder of Ordinary Shares that requires an offer to be made pursuant to paragraph (c) of Article 5.10 during the Prescribed Period for such Sale Shares, in which case the holder of such Sale Shares shall be entitled to revoke his Transfer Notice in part or in its entirety forthwith upon giving written notice to the Company at any time during the Prescribed Period.
- 5.3 The Prescribed Price (subject to the deduction therefrom where the Prescribed Price has been agreed with the Directors of any dividend or other distribution declared or made after such agreement and prior to the date on which the Transfer Notice was given (or deemed to have been given) ("the Notice Date")) shall be whichever is applicable of:
- (a) the price per Sale Share agreed not more than one month before the Notice Date between the Proposing Transferor and the Directors as representing the market value thereof; or
 - (b) if no such agreement has been reached by the Notice Date, the price contained in a bona fide offer received from a third party by the Proposing Transferor (which the Proposing Transferor wishes to accept) not more than one month before the Notice Date and which remains open for acceptance in respect of the Sale Shares until at least seven days after the last date for compliance with the pre-emption provisions contained in this Article 5 (but subject to the right of the Directors to satisfy themselves that such offer is bona fide, for the consideration stated in the offer without any deduction, rebate or allowance whatsoever to the purchaser or other arrangement or agreement and so open for acceptance).
- 5.4 If, prior to the Notice Date, the Prescribed Price shall not have been agreed or determined in accordance with Article 5.3 or if the Transfer Notice has been given (or deemed to have been given) because of a requirement to do so by virtue of any provision of these Articles other than this Article 5, upon the giving of the Transfer Notice the Directors shall refer the matter to the Auditors

and the Auditors shall determine and certify the sum per share considered in their opinion to be the fair value thereof as at the Notice Date on a going concern basis as between a willing seller and a willing buyer and the sum per share so determined and certified shall be the Prescribed Price. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.

- 5.5 If the Prescribed Price was agreed as provided in Article 5.3, the Prescribed Period shall commence on the Notice Date and expire 12 weeks thereafter. If the Prescribed Price is to be determined in accordance with Article 5.4, the Prescribed Period shall commence on the Notice Date and shall expire two months after the date on which the Auditors shall have notified the Directors of their determination of the Prescribed Price. Pending such determination the Directors shall defer the making of the offer mentioned in Article 5.6.
- 5.6 All shares included in any Transfer Notice shall by notice in writing be offered by the Company forthwith on receipt (subject to Article 5.5) of the relative Transfer Notice to all members (other than the holder of the Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Shares. Such offer:
- (a) shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse; and
 - (b) may stipulate that any members who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any shares not accepted by other members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares of the same class as the Sale Shares respectively held by such members making such requests.
- 5.7 Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the relevant period under Article 5.6 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price, provided that no shares in the Company may be sold to a person who is not then already a member, in the circumstances described in Article 5.10(c) and in Article 5.10(d), except in accordance with the provisions of that Article.
- 5.8 If the Company shall within the Prescribed Period find members or such other persons as aforesaid (each such person being hereinafter called "a Purchaser") to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s), provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do if he is required by virtue of any provision of these Articles other than this Article 5 to give a Transfer Notice), this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 5.8 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice.

- 5.9 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 5.10 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the Proposing Transferor at any time during a period of 45 days after the end of the Prescribed Period shall be at liberty (subject only to the provisions of Regulation 24 and any relevant restrictions in the Subscription Agreement) to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) provided that:
- (a) if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares he shall only be entitled to transfer all the unsold Sale Shares under this Article; and
 - (b) the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer; and
 - (c) in the case of any transfer (not being a Permitted Transfer) of Sale Shares as a result of which the proposed purchaser(s) would, either alone or acting in concert (as such term is defined in the UK City Code on Takeovers and Mergers as in force at the date of adoption of these Articles) obtain control of the Company, the Proposing Transferor will not sell any such Sale Shares unless the proposed purchaser(s) of such shares in relation to each other holder of Ordinary Shares, B Ordinary Shares or Convertible Preference Shares:
 - (i) shall have offered to purchase from each such other holders all of the Shares held by them at the Prescribed Price (without prejudice to the provisions of Article 2.2(b)(ii)); and
 - (ii) shall, in respect of any holder of Shares which wishes to take up the offer referred to in paragraph (i) above, acquire from such holder the Shares in question (or, as the case may be, any B Ordinary Shares arising from conversion of the Shares in question) at the relevant price simultaneously with the acquisition from the Proposing Transferor of the Sale Shares to be sold; and
 - (d) subject to Article 5.10(c) in the case of any transfer (not being a Permitted Transfer) of Sale Shares which includes more than 10% in nominal amount of the Shares held by the

Proposing Transferor, the Proposing Transferor will not sell any such Sale Shares under this Article unless the proposed purchaser(s) of such Shares in relation to each other holder of Shares:

- (i) shall have offered to purchase from each such other holder at the Prescribed Price (without prejudice to the provisions of Article 2.2(b)(ii)) such proportion of each class of Shares held by each such other holder as is equal to the proportion which the Shares being sold by the Proposing Transferor under this Article bears to the total holding Shares (including the Shares to be sold) held by the Proposing Transferor; and
- (ii) shall, in respect of any holder of Shares which wishes to take up the offer referred to in paragraph (i) above, acquire from such holder the Shares in question at the relevant price simultaneously with the acquisition from the Proposing Transferor of the Sale Shares to be sold.

5.11 For the avoidance of doubt any transfer effected pursuant to this Article 5 or Article 7 shall (if relevant) be subject to the provisions of Article 2.2.

6 Bare Nominees

For the avoidance of doubt and without limitation, no share (other than any share so held on the date of adoption of these Articles) shall be held by any member as a bare nominee for, and no interest in any share shall be sold to, any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provision shall be infringed the holder of such Share shall be bound to give a Transfer Notice in respect thereof.

7 Compulsory Transfers - General

7.1 A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such share.

7.2 If a share remains registered in the name of a deceased member for longer than one year after the date of his death the Directors may require the legal personal representatives of such deceased member either to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such share.

7.3.1 Subject to Article 7.3.5, if the holders of 50 per cent. or more by nominal value of the Shares (for the purposes of this Article 7.3 ("the Seller") intend to sell all of its or their holding of Shares (or any interest in such Shares) (the Shares to be sold by the Seller being referred to as "Selling Shares") to a proposed purchaser(s) ("the Proposed Purchaser") who has made a bona fide offer on arm's length terms for all of the Shares, the Seller shall have the right to give to the Company not less than 14 days' advance notice before selling the Selling Shares. That notice ("the Selling Notice") will include details of the Selling Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase being a date not less than 14 days from the date of the Selling Notice ("Completion").

7.3.2 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the members (other than the Seller) (the "Other Members")

giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the same terms as those contained in the Selling Notice.

- 7.3.3 Each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice (following any conversion under the terms of Article 2.2(e)) at a price determined in accordance with the relevant provisions of Article 2.2 and otherwise on the terms set out in the Selling Notice.
- 7.3.4 If any of the member(s) ("the Defaulting Member(s)") fails to comply with the terms of a Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member for the sale of his shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Seller shall sell the Selling Shares to the Proposed Purchaser on Completion, subject at all times to the Seller being able to withdraw the Selling Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall cease to have effect.
- 7.4 In the event of an individual member being employed or engaged as a consultant by or being a director of any company in the Group ceasing to be so employed or engaged or to be a director of such company (in circumstances where he does not immediately become or continue to be, in the case of an employee or a director, an employee or director of any other company in the Group or, in the case of a consultant, a director or employee or a consultant to any other company in the Group) the member in question (which expression for the purposes of this Article shall be deemed, in the case of death, to include the personal representatives of the deceased member) shall be deemed to have given, forthwith upon the cessation of his employment, the cessation of his engagement or the cessation of his directorship (as the case may be) an irrevocable Transfer Notice in respect of all the shares in the capital of the Company then registered in the name of such member.
- 7.5 If a person who is not (or has ceased to be) a director or employee of any company in the Group at the date of acquisition hereafter referred to acquires shares in pursuance of a right or interest obtained by such a director or employee, or former director or former employee (including but not limited to his right or interest as a beneficiary under a trust and any option granted under any share option scheme established by the Company), he shall, upon being registered as the holder of such shares, be deemed to have given an irrevocable Transfer Notice in respect of all of the shares registered in his name.
- 7.6 If a person who is not (or has ceased to be) a director, consultant, employee of or to any company in the Group at the date of acquisition hereafter referred to acquires shares in pursuance of a right or interest obtained by such a consultant (including but not limited to his right or interest as a beneficiary under a trust and any option granted under any share option scheme established by

the Company), he shall, upon being registered as the holder of such shares, be deemed to have given an irrevocable Transfer Notice in respect of all of the shares registered in his name.

- 7.7 If any shares are transferred to any person by the trustees of an Employee Benefit Trust pursuant to Article 4.1(i) and at the date of registration of such transfer such person is not a director or employee of any company in the Group then such person shall, upon being registered as the holder of such shares, be deemed to have given an irrevocable Transfer Notice in respect of such shares.

8 Information concerning shareholdings and transfers

- 8.1 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant for such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 5 in respect of the shares concerned.
- 8.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 8.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s) or on which a Transfer Notice(s) is deemed, in accordance with these Articles, to have been given, all holders of shares the subject of such Transfer Notice(s) shall not transfer or encumber any of their shares or any interest in their shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

9 Proceedings at General Meetings

- 9.1 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
- 9.2 A resolution in writing executed, or approved by email or facsimile, by or on behalf of the holders of all the issued Shares shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed or approved by or on behalf of one or more persons. In the case of a corporation or partnership, the resolution may be signed or approved on its behalf by a Director or the Secretary thereof or, as the case may be, by a partner thereof, or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

10 Alternate Directors

- 10.1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to

be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.

10.2 An alternate Director shall be entitled:

- (a) to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom;
- (b) to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and
- (c) generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

10.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

10.4 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.

10.5 An alternate Director 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, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor.

10.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.

10.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

10.8 Regulations 65 to 69 shall not apply.

11 Directors

11.1 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76, 77, 78 and 80 shall be modified accordingly.

11.2 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but where each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly.

- 11.3 A resolution in writing signed, or approved by email or facsimile, by all the directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more Directors; but a resolution signed or approved by an alternate Director need not also be signed or approved by his appointor and, if it is signed or approved by a Director who has appointed an alternate Director, it need not be signed or approved by the alternate Director in that capacity. Regulation 93 shall not apply.
- 11.4 A Director may 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 which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty.
- 11.5 In the case of an equality of votes at a meeting of the Directors, the chairman of the Company shall not have a second or casting vote. Regulation 88 shall be modified accordingly.
- 11.6 The office of a Director shall be vacated if he shall be removed from office by notice in writing served upon him signed by all of his co-Directors but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of contract of service or otherwise between him and the Company.
- 11.7 Subject to Article 11.6 the Directors shall have the right to appoint further director(s) of the Company.

12 Notices

Notices shall be given to a member whose registered address is outside the United Kingdom. Regulation 112 shall be modified accordingly.

13 Indemnity

- 13.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
- 13.2 The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.