

Registered Number: 3977334

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

OXOID GROUP HOLDINGS LIMITED

On 25 January 2001 the following Written Resolution was passed pursuant to s381A of the Companies Act 1985.

RESOLUTION

THAT pursuant to Section 9 of the Act, the regulations contained in the printed document annexed hereto and initialled by the Chairman for the purposes of identification be adopted as Article 16 of the Articles of Association of the Company in substitution for and to the exclusion of all the existing Article 16 of the Articles of Association.

16 COMPULSORY TRANSFERS

16.1

- (a) If at any time an employee or director of the Company or any of its subsidiaries ceases for whatever reason, other than in the circumstances described in Article 16.1(b), to be such an employee or director without remaining or becoming an employee of the Company or any other subsidiary (as the case may be) (the "Leaving Shareholder"), such employee or director (and any Related Person as defined in Article 6) shall be deemed to have given a Transfer Notice at the date of such cessation in respect of the number of New Shares then

registered in his or their names. In any such case, the provisions of Article 14 shall take effect save that the Sale Price shall be as set out in Article 16.2 or 16.3 as the case may be.

- (b) If at any time an employee or director of the Company or any of its subsidiaries ceases to be such an employee or director without remaining or becoming an employee of the Company or any other subsidiary (as the case may be) and the reason for him ceasing to be such a director or employee is his retirement at normal retirement age or his early retirement with the consent of the Remuneration Committee or his voluntary resignation following a request of the Remuneration Committee resulting from their opinion that such voluntary resignation will facilitate a Listing or Sale (a **"Retiring Shareholder"**), then the Retiring Shareholder (and any Related Person as defined in Article 6) shall be deemed to have given a Transfer Notice on the third anniversary of the date of the voluntary resignation or retirement (the **"Third Anniversary"**) in respect of the number of New Shares then registered in his or their names provided that a Retiring Shareholder (and any Related Person as defined in Article 6) may serve a Transfer Notice prior to the Third Anniversary. In any such case, the provisions of Article 14 shall take effect save that the Sale Price shall be the Fair Value of the New Shares.
 - (c) If at any time any person (whether or not a member) ceases for whatever reason to be a director or employee of the Company or any of its subsidiaries (**"Former Employee"**) (other than by reason of retirement at normal retiring age or as otherwise agreed by the Remuneration Committee) and at any time thereafter he or a Related Person becomes the holder of any shares in the Company, other than the New Shares and the 'B' Ordinary Shares in issue at the date of adoption of these Articles, by virtue of any rights or interest acquired by him whilst he was such director or employee, he shall thereupon be bound to give a Transfer Notice in respect of all such shares in accordance with Article 16.1(a).
 - (d) If at any time on or before two years after the date of acquisition of any shares any person, who is not a member of the Company at the date of adoption of these Articles, ceases for whatever reason to be a director or employee of the Company or any of its subsidiaries (other than by reason of retirement at normal retiring age or as otherwise agreed by the Remuneration Committee) (**"Former New Employee"**), he shall thereupon be bound to give a Transfer Notice in respect of all such shares registered in his name in accordance with Article 16.1(a).
- 16.2 Subject to clause 16.3, the Sale Price for the Shares of a Leaving Shareholder, Former Employee and Former New Employee and any Related Person who is deemed to have given a Transfer Notice in accordance with Article 16.1 shall be that set out in column 2 of the table below:

Period since shares first acquired	Price at which Shares are to be offered
Within first year	Lower of (a) the cost of acquisition of the shares by the Leaving Shareholder or Former Employee or Former New Employee ("COA") or (b) Fair Value;
Within second year	Lower of (a) aggregate of COA and one half of the difference between COA and Fair Value, or (b) Fair Value
After second year	Fair Value

16.3 If the Leaving Shareholder or Former Employee and Former New Employee ceases to be an employee of the Company due to:

- (a) his death;
- (b) his ill health or permanent disability;
- (c) his redundancy;
- (d) notice or payment in lieu of notice being served by the Company following a determination of the Remuneration Committee;
- (e) his dismissal where such dismissal is found by a tribunal or court of competent jurisdiction to have been unfair (other than where such unfairness arises solely out of failure to follow procedure) or wrongful;
- (f) because he is employed by a subsidiary or business of the Company which is sold or otherwise disposed of,

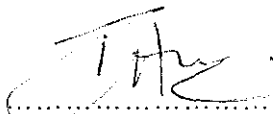
the Sale Price shall be the Fair Value of the Shares.

16.4 If the Leaving Shareholder or Former Employee or Former New Employee resigned within a period of 2 years from the date of acquisition of the Shares (other than as a result of retirement, ill-health or permanent disability), that shall not constitute a reason with Article 16.3.

16.5 In determining the Fair Value of the Ordinary Shares to be offered pursuant to Article 16, the Company may propose to the Leaving Shareholder or Former Employee or Former New Employee a price which if accepted by the Leaving Shareholder or Former Employee or

Former New Employee shall be deemed to be the Fair Value. In the absence of agreement Fair Value shall be determined in accordance with Article 14.2(i).

- 16.6 In this Article a "**Related Person**" is any person who has derived title to any Shares from the Leaving Employee pursuant to Article 15.2 and includes the Family Trusts, personal representatives and Privileged Relations of the Leaving Shareholder or Former Employee or Former New Employee.



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Director/Secretary