

FILE COPY



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

Company No. 6157784

The Registrar of Companies for England and Wales hereby certifies that
PROSTATE CANCER TRADING LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 13th March 2007



N06157784P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



Companies House
for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

Prostate Cancer Trading Limited

I, John Philip Greville Neate

of 27 Chaffinch Close, Woosehill, Wokingham, Berkshire, RG41 3HN

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~† [Solicitor engaged in the formation of the company]~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

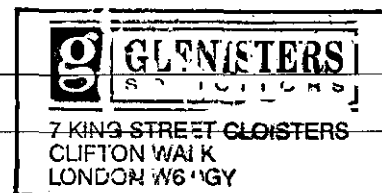
And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

Day Month Year

On 05 03 2007



• Please print name.

before me •

SARAH SMITH

Signed

Date

5th March 2007

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Tel	
DX number	DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

TUESDAY



A34 06/03/2007 193
COMPANIES HOUSE

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Companies House

for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full

Prostate Cancer Trading Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

3 Angel Walk

Hammersmith

Post town

London

County / Region

Postcode W6 9HX

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

The Prostate Cancer Charity

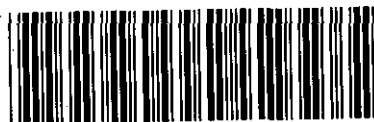
3 Angel Walk, Hammersmith, London, W6 9HX

Tel 020 8222 7622

DX number

DX exchange

TUESDAY



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06/03/2007

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COMPANIES HOUSE

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Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name Prostate Cancer Trading Limited

NAME *Style / Title

Ms

*Honours etc

* Voluntary details

Forename(s) Elizabeth

Surname Ambekar

Previous forename(s) N/A

Previous surname(s) Davies

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

267, King's Road

Post town Kingston

County / Region Surrey

Postcode KT2 5JJ

Country United Kingdom

I consent to act as secretary of the company named on page 1

Consent signature

Date

26.02.2007

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Ms

*Honours etc

Forename(s) Elaine Margaret

Surname Bennett

Previous forename(s) N/A

Previous surname(s) N/A

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

68 Beaumont Road

Post town London

County / Region

Postcode W4 5AP

Country United Kingdom

Day Month Year

Date of birth

2 4 0 1 1 9 6 0

Nationality British

Business occupation

Director of Fundraising, The Prostate Cancer Charity

Other directorships

Muscular Dystrophy Group (Trading) Limited

I consent to act as director of the company named on page 1

Consent signature

Date

27/02/07

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

Prostate Cancer Trading Limited

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

John Philip Greville

Surname

Neate

Previous forename(s)

N/A

Previous surname(s)

N/A

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

27 Chaffinch Close

Woosehill

Post town

Wokingham

County / Region

Berkshire

Postcode

RG41 3HN

Country

United Kingdom

Day Month Year

Date of birth

1 8 1 0 1 9 5 1

Nationality British

Business occupation

Chief Executive, The Prostate Cancer Charity

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

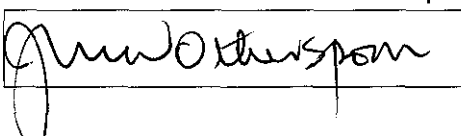
23.02.07

Company Secretary (see notes 1-5)

* Voluntary details	NAME	*Style / Title		*Honours etc	
		Forename(s)			
		Surname			
		Previous forename(s)			
		Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	<input type="checkbox"/>	Address †			
		Post town			
		County / Region		Postcode	
		Country			
I consent to act as secretary of the company named on page 1					
Consent signature				Date	

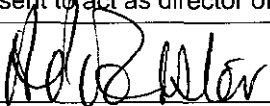
Directors (see notes 1-5)

Please list directors in alphabetical order

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	<input type="checkbox"/>	NAME	*Style / Title	Mr	*Honours etc						
			Forename(s)	John McMurdo							
			Surname	Wotherspoon							
			Previous forename(s)	N/A							
			Previous surname(s)	N/A							
		Address †	8 Kinsella Gardens								
		Camp Road									
		Post town	London								
		County / Region		Postcode	SW19 4UB						
		Country	United Kingdom								
Date of birth		Day	Month	Year	Nationality	British					
		1	2	1	1	1	9	4	2		
Business occupation		Company Director									
Other directorships		Kinsella Residents Limited									
		Global Healthcare Partners Limited									
I consent to act as director of the company named on page 1											
Consent signature							Date	26.02.07			

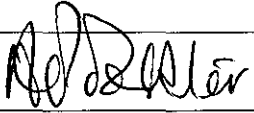
Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Professor	*Honours etc	
* Voluntary details	Forename(s)	Alfred Paul		
	Surname	Forster		
	Previous forename(s)	N/A		
	Previous surname(s)	N/A		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	Cherry Tree Farm		
	Post town	Ley Hill		
	County / Region	Buckinghamshire	Postcode	HP5 3QR
	Country	United Kingdom		
	Date of birth	Day Month Year	Nationality	British
		1 9 02 1 9 4 2		
	Business occupation	Chairman, Management Consultancy		
	Other directorships	CVC UK Ltd; Flaybrate Ltd (trading as Procol Marketing)		
		The Nottingham Trent University		
	I consent to act as director of the company named on page 1			
	Consent signature		Date	24.02.07

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e. those who signed as members on the memorandum of association).

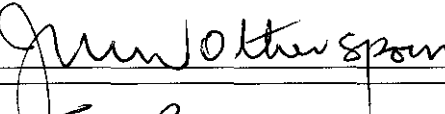
Signed



Date

24.02.07

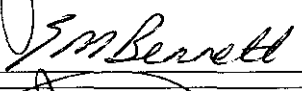
Signed



Date

26.02.07


Signed



Date

27/02/07

Signed



Date

27.02.07

Signed

Date

Signed

Date

Signed

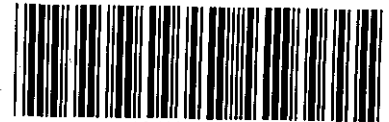
Date

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THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY SHARES

TUESDAY



A34

06/03/2007

195

COMPANIES HOUSE

MEMORANDUM OF ASSOCIATION OF
PROSTATE CANCER TRADING LIMITED

Name

1. The name of the Company (hereinafter called 'the Company') is Prostate Cancer Trading Limited.

Registered Office

2. The registered Office of the Company will be situated in England.

Objects

3. The object of the Company is to carry out business as a general commercial company with the intention of generating income for The Prostate Cancer Charity and/or any charitable subsidiaries of, or charitable organisations associated with, that charity.

Powers

4. In furtherance of these objects but not otherwise the Company shall have the following powers (which shall be construed widely):
 - 4.1 To carry on all or any of the businesses of general merchants and traders, cash and credit traders, agents and representatives, brokers and consultants, advisers, managers and administrators, financiers, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors, and shippers of, operators, hirers and letters on hire of, and dealers in all plant, machinery, tools, and equipment of all kinds, products, goods, wares, merchandise and produce of every description and to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises and generally to carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable;

- 4.2 To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any company, society, partnership or person carrying on any business which the Company is authorised to carry on or possessed of property suitable for any of the purposes of the Company, and to conduct and carry on, or liquidate and wind up, any such business.
- 4.3 To make financial or other provision by way of covenanted donations, gifts or by any other means to The Prostate Cancer Charity and/or any charitable subsidiaries of, or charitable organisations associated with, that charity.
- 4.4 To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any real or personal property of any kind.
- 4.5 To purchase or otherwise acquire any patents, licences, concessions, copyrights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, process or development which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; to use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.
- 4.6 To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.
- 4.7 To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.
- 4.8 To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

- 4.9 To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for any of the purposes of the Company.
- 4.10 To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell the property, business or undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for cash or shares, debentures or securities of any other company.
- 4.11 To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.
- 4.12 To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind whatsoever, and in any part of the world.
- 4.13 To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.
- 4.14 To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.
- 4.15 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means

whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by Section 736 Companies Act 1985 as amended by the Companies Act 1989) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

- 4.16 To grant indemnities of every description and to undertake obligations of every description.
- 4.17 To make, draw, accept, endorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.
- 4.18 To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- 4.19 To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine.
- 4.20 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- 4.21 While the Company remains a private company, and subject to the provisions of the Companies Act 1985, to:
 - (a) remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash

payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise (but no such remuneration may be paid to any Director or trustee of the Prostate Cancer Charity or a firm or company associated with such person unless the payment of such remuneration complies with the constitution of such charity and/or any requirements of the Charity Commission); and

- (b) give financial assistance (within the meaning of Section 152(a) Companies Act 1985).

- 4.22 To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- 4.23 To distribute among the Members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- 4.24 To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest or lend any of the moneys of the Company not immediately required for its operations in such manner, with or without security, and whether in the United Kingdom or elsewhere, as the Company may think fit.
- 4.25 To amalgamate with any other company whose objects are or include objects similar to those of the Company and on any terms whatsoever.
- 4.26 To procure the Company to be registered or recognised in any country or place abroad.
- 4.27 To obtain any provisional or other order or Act of Parliament of this country or of the legislature of any other State for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 4.28 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.
- 4.29 To insure the life of any person who may, in the opinion of the Company,

be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance. No payment may be made by the Company to insure the life of a person who is a Director or trustee of the Prostate Cancer Charity.

- 4.30 To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition. The persons referred to above are any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the holding company or a subsidiary (both as defined by Section 736 Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business or who are or were at any time directors or officers of the Company or of such other company as referred to above (other than directors or trustees of The Prostate Cancer Charity unless agreed by the Chairman or Treasurer of that Charity), and holding or who held any salaried employment or office in the Company or such other company and the wives, widows, families or dependants of any such persons.
- 4.31 To purchase and maintain for any officer of the Company any insurance policy indemnifying such officer against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.


- 4.32 To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.
- 4.33 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- 4.34 To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.
5. The liability of the Members is limited.
6. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber (in words)
<hr/>	

THE PROSTATE CANCER CHARITY
3 ANGEL WALK
HAMMERSMITH
W6 9HX
Company No. 02653887

ONE HUNDRED

Signed.....
On behalf of The Prostate Cancer Charity



Dated this 24 day of February 2007

Signed by witness to the above signature:-

Print Name: JOHN PHILIP GREVILLE NEATE

Address THE PROSTATE CANCER CHARITY, 3 ANGEL WALK,
HAMMERSMITH, LONDON, W6 9HX

Occupation CHIEF EXECUTIVE, THE PROSTATE CANCER CHARITY

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Shares

ARTICLES OF ASSOCIATION OF

PROSTATE CANCER TRADING LIMITED

1. Meaning of Words

- 1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context

Words	Meanings
"the Act"	means the Companies Act 1985 as amended by subsequent legislation.
"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications.
"the Articles"	means the Articles of Association the Company.
"clear days"	in relation to the period of a notice means the 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.
"communication"	includes a communication comprising sounds or images or both and a communication effecting a payment;
"Company"	when used with a capital letter means the Company governed by these Articles.
"company"	except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed
"Director"	a Director of the Company

"electronic communication"	means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa) by means of an electronic communications network; or by other means but while in an electronic form.
"executed"	includes any mode of execution.
"Office"	when used with a capital letter means the registered Office of the Company.
"the holder"	in relation to shares means the Member whose name is entered in the register of Members as the holder of the shares.
"Member"	a Member of the Company.
"the seal"	means the common seal of the Company.
"Secretary"	means the Secretary of the Company.
"the United Kingdom"	means Great Britain and Northern Ireland.

1.2 Words importing the masculine gender shall include the feminine gender and *words importing persons shall include corporations.*

1.3 The words or 'person' or 'people' include corporations.

1.4 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

1.5 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

1.6 Headings are not part of the Memorandum or Articles.

2. Share Capital

2.1 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution decide.

2.2 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 the Articles.

- 2.3 Except as required by law, no person will be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company will treat the registered holder of a share as the owner of the share.

3. Share Certificates

- 3.1 Every Member, upon becoming the holder of any shares, will be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares of any class upon payment for every certificate after the first of such reasonable sum as the Directors may decide. Every certificate will be sealed with the seal and will specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on the shares. The Company is not required to issue more than one certificate for shares held jointly by two or more persons and delivery of a certificate to one joint holder will be sufficient delivery to all of them.
- 3.2 If a share certificate is defaced, worn-out, lost 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 decide but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

4. Lien

- 4.1 The Company will have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether immediately payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.
- 4.2 The Company may sell any shares on which the Company has a lien if a sum in respect of which the lien exists is immediately payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it as a result 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.
- 4.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The new holder's ownership of the shares will not be affected by any irregularity in or invalidity of the transfer of the shares.
- 4.4 The net proceeds of the sale, after payment of the costs, will be used to pay the sum for which the lien exists, and any residue will be paid to the person entitled to the shares at the date of the sale, provided he returns the share certificate to the Company for cancellation.

5. Calls on Shares and Forfeiture

- 5.1 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any money unpaid on their shares (whether in respect of nominal value or premium). Each Member will (subject to receiving at least fourteen 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 person upon whom a call is made remains liable for calls made upon him even if he has transferred the shares in respect of which the call was made.
- 5.2 A call is treated as made when the resolution of the Directors authorising the call is passed.
- 5.3 The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.
- 5.4 If a call remains unpaid the person who is liable to pay it must pay interest on the amount unpaid from the day it became 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). However, the Directors may in any case waive payment of the interest.
- 5.5 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, is deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 5.6 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.
- 5.7 If a call remains unpaid after it has become due and payable the Directors may give to the person who is liable to pay it not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice must state where payment is to be made and state that if the notice is not complied with, the shares in respect of which the call was made can be forfeited.
- 5.8 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 the forfeiture will include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 5.9 Subject to the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors decide either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture

may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.

- 5.10 A person any of whose shares have been forfeited will cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but will remain liable to the Company for all moneys which at the date of forfeiture were immediately 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, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture 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 for any consideration received on their disposal.
- 5.11 A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date will be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration will (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 shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

6. Transfer of Shares

- 6.1 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 and, unless the share is fully paid, by or on behalf of the transferee.
- 6.2 The Directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien. They may also refuse to register a transfer unless—
- (a) it is lodged at the Office or at such other place 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.
- 6.3 If the Directors refuse to register a transfer of a share, within two months after the date on which the transfer was lodged with the Company they will send to the transferee notice of the refusal.

- 6.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- 6.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 6.6 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 will be returned to the person lodging it when notice of the refusal is given.

7. Transmission of Shares

- 7.1 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 these Articles do not release the estate of a deceased Member from any liability in respect of any share which had been jointly held by him.
- 7.2 A person who becomes entitled to a share as a result of the death or bankruptcy of a Member may, upon such evidence being produced as the Directors may properly require, choose either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to become the holder he must give notice to the Company to that effect. If he elects to have another person registered he must execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Member and the death or bankruptcy of the Member had not occurred.
- 7.3 A person who becomes entitled to a share as a result of the death or bankruptcy of a Member will 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 in the Company.

8. Alteration of Share Capital

- 8.1 The Company may by ordinary resolution:
- (a) Increase its share capital by new shares of such amount as the resolution prescribes;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may state whether, as

between the shares resulting from the sub-division, any of them have any preference or advantage as compared with the others; and

- (d) 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 reduce the amount of the Company's share capital by the amount of the shares so cancelled.

8.2 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, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

8.3 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

9. Purchase of Own Shares

9.1 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is 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.

10. General Meetings

10.1 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10.2 The Directors may call Extraordinary General Meetings and, on the requisition of Members pursuant to the provisions of the Act, will convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any Member of the Company may call a General Meeting.

11 Notice of General Meetings

11.1 An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least twenty one clear days' notice in writing. Other meetings shall be called by at least fourteen clear days' notice in writing.

- 11.2 PROVIDED that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:
- (a) in the case of the Annual General Meeting, by all the Members entitled to attend and vote; and
 - (b) in the case of any other meeting, by a majority of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95% in nominal value of the shares giving the right to attend and vote.
- 11.3 The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company.
- 11.4 Subject to the provisions of the Articles and to any restrictions imposed on any shares, notice of every General Meeting shall be given to:
- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them;
 - (b) every person being a legal personal representative or a trustee in bankruptcy or a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - (c) the auditor for the time being of the Company; and
 - (d) each Director.
- 11.5 No other person shall be entitled to receive notices of General Meetings.
- 11.6 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 of that meeting.

12 Proceedings at General Meetings

- 12.1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. 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, will be a quorum, unless there is only one Member in which case the quorum will be one.

- 12.2 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine.
- 12.3 The Chairman, if any, of the Board of Directors or in his absence some other Director nominated by the Directors shall chair every General Meeting of the Company. If there is no such Chairman, or if he shall not be present within five minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to chair the meeting.
- 12.4 If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to chair the meeting.
- 12.5 The Chairman may, with the consent of any 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 other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen 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 notice of an adjournment or of the business to be transacted at an *adjourned meeting*.
- 12.6 A Director shall, notwithstanding that he is not a Member of the Company, 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.
- 12.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the Chairman; or
 - (b) by at least two Members having the right to vote at the meeting (or, at any time when there is only one Member, by that Member or his/its representative); or
 - (c) 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
 - (d) 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 that right*;

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

- 12.8 Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands 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 proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 12.9 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 12.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
- 12.11 A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken immediately.
- 12.12 A poll demanded on any other question shall be taken either immediately or at such time and in such manner as the Chairman of the meeting directs, being not more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. If a poll demanded before the declaration of the result of a show of hands is properly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.13 No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.14 Subject to the provisions of the Act, a resolution in writing signed by all the Members entitled to receive notice of and to attend and vote at General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more Members.

13 Votes of Members

- 13.1 Subject to any rights or restrictions attached to any shares, 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, shall have one vote and on a poll every Member shall have one vote for every share of which he is the holder.

- 13.2 No Member shall be entitled to 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, unless all moneys presently payable by him to the Company have been paid.
- 13.3 In the case of joint holders 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.
- 13.4 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 for that purpose appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. The person claiming to exercise the right to vote must deliver to the Office, or to such other place as is specified in accordance with the 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, evidence of the person's authority and if this is not done the right to vote is not exercisable.
- 13.5 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 13.6 A vote given or poll demanded by the duly authorised representative of a Member organisation 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 registered Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded (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.
- (a) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.
- (b) On a poll votes may be given either personally or by proxy.
- 13.7 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a

corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

- 13.8 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening 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, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 13.9 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"I/We _____ of _____ in the County of _____ being a Member/Members of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ 20____, and at any adjournment thereof.

Signed this day of 20 “.

- 13.10 Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I/We _____ of _____ in the County of _____ being a Member/Members of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of _____ 20____, and at any adjournment thereof.

Signed this day of 20 .

This form is to be used *in favour of the resolution.
against

*Strike out whichever is not desired".

- 13.11 Unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting.
- 13.12 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 13.13 A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorised representatives of a corporation shall be

valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

13.14 The appointment of 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 may;

- (a) in the case of an instrument in writing 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
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications
 - (i) in the notice convening the meeting; or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting; or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as above after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately 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 appointment of proxy which is not deposited, delivered or received in a permitted manner will be invalid.

14. Organisations Acting by Representatives at Meetings

14.1 Any organisation which is a Member of the Company may by resolution of its governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised

shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Company.

15. Number of Directors

- 15.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall be not less than two.

16 Appointment and Retirement of Directors

- 16.1 At the Annual General Meeting held in every year one-third of the Directors or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
- 16.2 The Directors to retire in every year shall be those who have been the longest in office since their last election, but as between persons who became Directors on the same day those to retire (unless they otherwise agree among themselves) shall be determined by lot. A retiring Director shall be eligible for re-election.
- 16.3 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 16.4 No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election as a Director at any General Meeting unless, not less than three nor more than twenty one days before the date set for the meeting, there shall have been left at the Office notice in writing signed by a Member qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the register of Directors.
- 16.5 The Directors shall have the power at any time to appoint any person to be a Director to fill a casual vacancy caused by the departure of an existing Director but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall hold office until the next following Annual General Meeting and then shall be eligible for election. The Directors may also co-opt not more than three additional Directors notwithstanding that this may cause the maximum permitted number of Directors to be exceeded. Those who are co-opted shall hold office for such period as is fixed by the Directors not exceeding three years and shall be eligible for re-election or election as Director.

16.6 The Company may by ordinary resolution, of which special notice has been given in accordance with section 303 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. The Company may by ordinary resolution appoint another person in place of a Director removed under this Article.

16.7 No person may be appointed as a Director:

- (a) unless he has attained the age of eighteen years;
- (b) in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of Article 17.

17 Disqualification and Removal of Directors

17.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director or if the Director is a charity trustee and he is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes incapable by reason of mental disorder, illness or injury of *managing and administering his property and affairs*; or
- (d) he resigns his Office by notice to the Company; or
- (e) or he has been absent without permission of the Directors from all meetings of Directors held within a period of six months and the Directors resolve that his office be vacated.

17.2 A Director shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

18. Powers of Directors

18.1 The Company is managed by the Directors who may exercise all the powers of the Company as are not required to be exercised by the Company in General Meeting. No alteration of the memorandum or articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

- 18.2 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.

19 Delegation of Directors' Powers

- 19.1 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 may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Members shall be governed by the Articles so far as they are capable of applying.

20. Remuneration of Directors

- 20.1 The Directors (other than any person who is a Director or trustee of The Prostate Cancer Charity) 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.

21. Directors' Expenses

- 21.1 All Directors may be paid all travelling, hotel, and other expenses properly 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.

22. Directors' Appointments and Interests

- 22.1 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 under 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 (unless such person is also a Director or Trustee of The Prostate Cancer Charity) for his services as they think fit.
- 22.2 Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

22.3 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director, unless he is also a Director or Trustee of The Prostate Cancer Charity

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) 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
- (c) 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.

22.4 For the purposes of Article 22.3:

- (a) 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
- (b) 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.

23. Proceedings of Directors

23.1 Subject to these Articles, the Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. A Director may, and the Secretary on the request of a Director shall, at any time summon a meeting of Directors. It shall not be necessary to give notice of a Directors' meeting to any Director for the time being absent from the United Kingdom.

23.2 Meetings may be held in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all other participants.

23.3 Questions arising at any meeting of Directors 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.

23.4 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two. A Director may

participate in a Directors' meeting and shall be counted towards the quorum by telephone or video conference call or similar electronic means by which he may be both heard and hear.

- 23.5 The Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum, the Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
- 23.6 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. But 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.
- 23.7 The Directors may delegate any of their powers to sub-committees consisting of such persons as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Directors and shall report all acts and proceedings to the Directors fully and promptly.
- 23.8 A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to chair the meeting.
- 23.9 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 23.10 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall be valid, even if it is later 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.
- 23.11 A resolution in writing signed by all the Directors or members of a committee is as valid as it if had been passed at a properly held meeting of Directors or a committee. The resolution may consist of several documents in the same form each signed by one or more Directors.
- 23.12 Unless permitted by the Articles, a Director must not 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.

23.13 For the purposes of Article 22.3, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

23.14 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

23.15 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

24. Secretary

24.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration (unless such person is a Director or Trustee of The Prostate Cancer Charity) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

24.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

25. Minutes

25.1 *The Directors shall cause minutes to be made:*

- (a) of all appointments of officers made by the Directors;
- (b) 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 committees of Directors, including the names of the Directors present at each such meeting.

26. The Seal

26.1 The Directors shall provide for the safe custody of the seal, if any, which shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. Any document to which the seal is affixed must be signed by a Director and by the Secretary or by a second Director or by some other person appointed by the Directors for that purpose.

27. Dividends

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

- 27.2 Subject to the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals decided by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 27.3 Except as otherwise provided by the rights attached to 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.
- 27.4 A General Meeting declaring a dividend may, on the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets. Where any difficulty arises in regard to the distribution, the Directors may resolve it. In particular they may issue fractional certificates and fix the value for distribution of any assets and may decide that cash shall be paid to any Member based on the value so fixed in order to adjust the rights of Members and may vest any assets in trustees.
- 27.5 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 the person 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. Every cheque shall be made payable to the order of the person or persons entitled or to such other person 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.
- 27.6 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.
- 27.7 Any dividend which has remained unclaimed for twelve 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.

28. Accounts

- 28.1 The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.
- 28.2 The accounting records shall be kept at the Office of the Company or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.
- 28.3 The Directors shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.
- 28.4 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditors' report (if any), and the Directors' report, shall not less than twenty one days before the date of the meeting be sent to every Member of the Company and every person entitled to receive notice of General Meetings of the Company.
- 28.5 No Member shall in his capacity as Member have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

29. Capitalisation of Profits

- 29.1 The Directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
 - (b) 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, or as they may direct, 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;

- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
- (d) 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.

30. Notices

- 30.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.
- 30.2 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 or by giving it using electronic communications to an address for the time being notified to the Company by the member.
- 30.3 *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.*
- 30.4 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, or an address to which notices may be sent using electronic communications, 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.
- 30.5 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 30.6 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 properly given to a person from whom he derives his share.

- 30.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted or otherwise properly sent in the case of e-mail, fax or other electronic means where in the case of e-mail or fax there is no immediate evidence of non-receipt received 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 or sent by email, fax or other electronic means.
- 30.8 Notice may be given by the Company to the persons entitled to a share as a result of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the 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 similar description at the address, if any, within the United Kingdom supplied for that purpose by the persons 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.

31. Winding Up

- 31.1 If the Company is wound up, the liquidator may, with the approval of an extraordinary resolution of the Company and any other approval required by the Act, divide among the Members in specie 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 same approval, transfer the whole or any part of the assets to trustees upon such trusts for the benefit of the Members as he with the same approval decides, but no Member can be required to accept any assets upon which there is a liability.

32 Indemnity

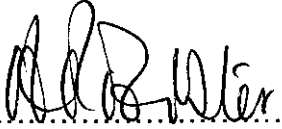
- 32.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Company may at the discretion of the Company be indemnified out of the assets of the Company against any liability incurred by him in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

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber (in words)
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THE PROSTATE CANCER CHARITY
3 ANGEL WALK
HAMMERSMITH
W6 9HX
Company No. 02653887

ONE HUNDRED

Signed.....
On behalf of The Prostate Cancer Charity

Dated this 24 day of February 2007

Signed by witness to the above signature:-

Print Name JOHN PHILIP GREVILLE NEATE

Address THE PROSTATE CANCER CHARITY, 3 ANGEL WALK,
HAMMERSMITH, LONDON, W6 9HX

Occupation CHIEF EXECUTIVE, THE PROSTATE CANCER CHARITY