THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
TWIST PROCESS INNOVATIONS LIMITED

1 GENERAL

1.1 In these Articles of Association the following words have the following meanings unless it is inconsistent with the subject or context:

"Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association;

"Board" means the board of directors for the time being of the Company;

"Communication" means the same as in the Electronic Communications Act 2000;

"Company" means TWIST Process Innovations Limited;

"Electronic Communication" means the same as in the Electronic Communications Act 2000;

"Member" means a member of the Company from time to time;

"Office" means the registered office of the Company;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including joint, assistant or deputy secretary;

"Subscription Period" means such period as may be adopted by the Board from time to time for payment of subscriptions pursuant to
Article 5; and

"Trade Mark" means the names "TWIST" and "TWIST Process Innovations Limited" and such other names, marks and logos as may be adopted by the Company from time to time.

1.2 In these Articles, unless otherwise specified or the context otherwise requires:-

(a) 'clear days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

(b) 'executed' includes any mode of execution;

(c) 'month' means a calendar month;

(d) 'in writing' means written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a permanent visible form;

(e) 'year' means a calendar year;

(f) words importing the singular number only shall include the plural number, and vice versa;

(g) words importing the masculine gender only shall include the feminine gender;

(h) words importing persons shall include corporations;

(i) any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

1.3 The regulations in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) shall not apply to the Company.

1.4 The Company is established for the purpose expressed in its Memorandum of Association.

2 MEMBERS

2.1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company.

2.2 No person shall be admitted to membership of the Company unless an application for membership in such form and containing such particulars as the Board may from time to time determine shall have been signed by him or on his behalf. The Board shall, in all cases have an absolute discretion when considering whether to approve or decline any such application but shall have regard to the desirability of maintaining independence and a wide representation of Members. The Board shall not be obliged to give any reason for its decision.
MEMBERSHIP OF FIRMS AND COMPANIES

3.1 No firm or unincorporated association or other unincorporated body may as such become a Member of the Company but if any such firm, association or body should desire to obtain the advantages of membership it may appoint some person to apply for membership of the Company as its nominee. A person so applying for membership shall be subject to the same rules and regulations concerning admission and otherwise as any person not so nominated and shall, if admitted, be a Member of the Company and have the same rights and be subject to the same liabilities and obligations as any person not so nominated subject, however, to the provisions of Article 3.2. The firm or other unincorporated association or body shall deposit with the Board the nomination of such applicant for membership and shall give all information which may reasonably be required by the Board regarding such applicant.

3.2 A firm or other unincorporated association or body which has appointed a nominee in manner aforesaid may from time to time revoke the appointment of the nominee and subject to the consent of the Board appoint another in his place. Upon receipt by the Board of any such revocation, the nominee shall ipso facto cease to be a Member of the Company and to act or be entitled or recognised as nominee of such firm or association or body and any person appointed in his place shall if duly approved by the Board and subject to his consenting to become a Member be and become a Member of the Company and the nominee of such firm or association or body in place of the nominee whose appointment has been revoked as aforesaid.

3.3 All appointments and revocations such as are mentioned in Article 3.2 shall be in writing signed by the members of the firm or other unincorporated association or body but this stipulation may in any particular case be waived by the Board who may substitute any alternative stipulation which they deem appropriate.

3.4 Each firm or other unincorporated association or body shall if so required by the Board at the date of each appointment give to the Board in writing full particulars of the nature of the firm or association or body and its places of business, and of the names, nationality and private address of each partner or member thereof and all such further particulars as the Board shall then require, and thereafter shall give such particulars when and as often as may be required by the Board. The Board may also require any change in such particulars to be immediately notified in writing to them, and if they do not approve such change shall be entitled to give notice in writing to the nominee representing such firm or association or body to terminate his membership and to withdraw from the Company and shall at the same time return a due proportion of his subscription having regard to the unexpired period for which it is paid, and thereupon such nominee shall cease to be or to act or be entitled or recognised as a Member.

3.5 Any corporation which is a Member of the Company may under its seal or by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative and the person so appointed shall so long as his appointment continues exercise the rights of membership on behalf of the corporation and have the same rights and be subject to the same liabilities and obligations as the corporation could exercise or be subject to if it were an individual Member of the Company including without prejudice to the generality of the foregoing the power to appoint a proxy.

4 CESSATION OF MEMBERSHIP

4.1 Any Member of the Company may withdraw from the Company by giving at any time not less than three months' notice in writing duly signed to the Company.
4.2 Upon the withdrawal of any Member under Article 4.1 the Member shall be liable to pay any arrears of subscription in respect of any Subscription Period ending before the expiration of his notice under Article 4.1 and the due proportion of the subscription for the Subscription Period current at the date of the expiration of his notice under Article 4.1 but shall not be entitled to a return of any part of a subscription previously paid in respect of the Subscription Period in which his notice under Article 4.1 expires.

4.3 If, in the opinion of the Board, any Member or the firm or other unincorporated association or body of which he is the nominee:

(a) has failed to pay in full within 30 days of written demand any amount payable to the Company by way of subscription fee; or

(b) has acted in a manner incompatible with the objects of the Company; or

(c) has otherwise been guilty of conduct which is injurious to the interests of the Company;

then (without prejudice to any other rights available to the Company) the Board may terminate his membership either forthwith or with effect from the end of the current Subscription Period. If membership is terminated otherwise than at the end of a Subscription Period there shall be returned to the relevant Member the due proportion of any subscription paid in respect of that period. Any such termination of membership shall not take effect so long as an appeal against such termination can be brought against such termination under Article 4.4, while such appeal is pending, or if such appeal is allowed.

4.4 A Member whose membership is terminated under this Article 4.4 shall be given notice of termination stating the grounds upon which the Board's opinion is based and may within fourteen days of receiving such notice appeal to a committee of the Members appointed for that purpose and shall be given full opportunity to explain and justify the conduct complained of. Such committee may confirm or cancel the decision of the Board as it thinks fit.

4.5 The rights of any Member shall be personal and shall not be transferable and membership shall cease upon the Member failing to pay subscriptions fixed in accordance with these Articles or, in the case of an individual, on his becoming lunatic or of unsound mind, or becoming bankrupt or making any arrangement with his creditors generally and being a corporation if an order is made or a resolution passed for the winding up of the corporation. Nothing herein contained shall prevent the Member from again becoming eligible for membership. On membership ceasing under this Article 4.5 the Member shall be liable for payment of subscriptions in like manner as if he had given notice of withdrawal under Article 4.1 expiring at the date of his ceasing to be a Member.

4.6 Notwithstanding any provision in these Articles, a corporation which is a member of the Company may request that its membership be terminated upon the terms that another corporation (to be named in the request and being either a holding company or a subsidiary of the corporation making the request or a subsidiary of such holding company) shall be admitted to membership in its place. If such other corporation is itself qualified for membership the Board may accede to such request, in which event such other corporation shall (subject to Article 4) be admitted to membership and shall be entitled to the benefit of any subscription for any period in respect of which a subscription shall already have been paid by the corporation making the request and the last mentioned corporation shall cease to be a Member.
SUBSCRIPTIONS

5.1 The Board may from time to time at its discretion determine the rate of any periodic subscription payable by the Members and may determine or amend any criteria by reference to which the subscription may vary and such consequential arrangements relating to such subscription as it may see fit.

5.2 Any subscription determined by the Board pursuant to Article 5.1 shall be payable in advance on the date of admission of the relevant Member in respect of a Subscription Period and annually thereafter or at such time as the Board may determine and the Board may take such steps as it thinks fit for collecting and enforcing payment of subscriptions.

5.3 No resolution for the determination or amendment of the rate of any subscription shall be effective until such date (being not less than ten weeks after notice of the determination or variation has been given to the Members affected) as shall be fixed by the Board.

GENERAL MEETINGS

6.1 The Company shall hold a general meeting in every year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it. Every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting.

6.2 All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

6.3 The Board may call general meetings and, on requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of such requisition. If there are not within the United Kingdom sufficient number of directors to call a general meeting, any director or any Member of the Company may call a general meeting.

6.4 Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company who at the date of such resolution were entitled to receive notice of and to attend and vote at general meetings shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Members. Each signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised representative.

6.5 Twenty-one days' notice in writing at the least of every annual general meeting and of every extraordinary general meeting convened to pass a special resolution, and fourteen days' notice in writing at the least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting shall be given to such persons (including the auditors of the Company) who are entitled to receive such notices under the Act or these Articles.

6.6 The notice referred to in Article 6.5 shall specify the general nature of the business which is to be transacted and in the case of an annual general meeting the fact it is an annual general meeting. Provided that all the Members who have the right to attend and vote at the relevant meeting, or of such proportion of them as is prescribed by the Act in the case of meetings other than annual general meetings, have consented to it, a meeting may be convened by such notice as those Members may think fit.
6.7 The Board may, at its discretion, decide to give a notice (in a similar manner to such notice being given to the Members) to such persons who, in the opinion of the Board, are involved and/or contribute to the promotion of the objects of the Company (as set out in its Memorandum of Association). Such persons shall have the right to participate and speak at the general meeting in respect of which they received a notice, but not to vote.

6.8 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or the proceedings at any meeting.

7 PROCEEDINGS AT GENERAL MEETINGS

7.1 No business shall be transacted at any general meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted (or if lower, the number of Members), each being a Member or a proxy for a Member or a duly authorised representation of a corporation present in person or by proxy, shall be a quorum.

7.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the persons entitled to vote and present shall be a quorum.

7.3 Any director may attend and speak at any general meeting. The chairperson (if any) of the Board, or in his absence any member of the Board elected by the Board for the purposes of presiding as chairperson in his place shall preside as chairperson at every general meeting. If neither the chairperson nor any such member of the Board is present within fifteen minutes after the time appointed for holding the meeting, or if no member of the Board is willing to preside, the Members present shall choose one of their number to preside as chairperson at such meeting.

7.4 The chairperson of any meeting 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 business shall be transacted at any adjourned meeting other than business which properly might have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given in the same manner as of the adjourned meeting. Otherwise, it shall not be necessary to give any such notice of an adjournment, or of the business to be transacted at an adjourned meeting.

7.5 A resolution put to the vote of a general 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, duly demanded. Subject to the provisions of the Act, a poll may be demanded by the chairperson or by at least three Members having the right to vote at the meeting, or by a Member or Members representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

7.6 Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
7.7 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

7.8 Subject to the provisions of Article 7.10, if a poll is taken, it shall be taken at such time and place, and in such manner as the chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.9 A poll demanded on the election of a chairperson, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

7.10 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

7.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a casting vote in addition to any vote he may be entitled as a Member.

8 VOTES OF MEMBERS

8.1 Every Member shall have one vote. 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.

8.2 No Member other than a Member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to vote on any question either personally or by proxy at any general meeting.

8.3 Votes may be given on a poll either personally or by proxy. A proxy need not be a Member of the Company and a proxy who is not a Member shall have the same right as a Member to speak at the meeting.

8.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorising in writing, or if such appointor is a corporation under its common seal or under the hand of some officer duly authorised in that respect.

8.5 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarialy certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the Member named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

8.6 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the
meeting or adjourned meeting at which the vote is given or the poll demanded or the time appointed for taking the poll.

8.7 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will permit:

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TWIST PROCESS INNOVATIONS LIMITED

I
of
a member of TWIST Process Innovations Limited hereby appoint
of
and failing him/her
of
to vote for me and on my behalf at the (annual or extraordinary, or adjourned, as the case may be) general meeting of the Company to be held on the day of
and at every adjournment thereof.

As Witness my hand this day of 20 .
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8.8 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

9 THE BOARD

Unless otherwise determined by ordinary resolution, the Board shall consist of at least three and not more than fifteen directors. In the event that the number of directors from time to time holding office shall be less than three, then the directors shall be entitled to act in connection with the appointment of additional directors, the admission of members, and the approval of such administrative matters as may be necessary or convenient for the establishment or continuation of the company's activities.

10 ALTERNATE DIRECTORS

10.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

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

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

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

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

11 POWERS OF THE BOARD

11.1 Subject to the provisions of the Act, the Memorandum of Association of the Company and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum of Association of the Company or these Articles and no such direction shall invalidate any prior act of the Board which would have been valid if the alteration had not been made or that direction had not been given. The powers given by this Article 11.1 shall not be limited by any special power given to the Board by these Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

11.2 Notwithstanding Article 11.1, the prior approval of the Members by ordinary resolution shall be required for any of the following matters:-

(a) any borrowing by the Company; or

(b) the sale, transfer, assignment or other disposal, and the creation of any mortgage, charge, encumbrance or security interest over the Trade Marks or any part of the Trade Marks; or

(c) the disposal of the whole or part of the Company's business or undertaking.

11.3 The Board may, by power of attorney or otherwise, appoint any person to be an agent of the Company for such purposes and on such conditions as they may determine, including authority for the agent to delegate all or any of his powers.

12 DELEGATION OF BOARD'S POWERS

The Board may delegate any of its powers to any committee consisting of one or more directors. It may also delegate to any managing director or any director holding any other executive office such of its powers as it considers desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers 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 these Articles regulating the proceedings of the Board so far as they are capable of applying.

13 APPOINTMENT AND RETIREMENT OF DIRECTORS

13.1 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire.
13.2 All the directors shall retire from office after having held office for three years at the annual
general meeting immediately following the third anniversary of their appointment.

13.3 If the Company, at the meeting at which a director retires by rotation, does not fill the
vacancy the retiring director may, if willing to act, be reappointed by Members’ ordinary
resolution unless at the meeting it is resolved not to fill the vacancy or unless a resolution
for the reappointment of the director is put to the meeting and lost.

13.4 If the directors’ retirement by rotation (in accordance with Article 13.2 above) would reduce
the number of directors to less than three, only such number of the eligible directors shall
retire as to leave a minimum of three of them in office. The directors to so retire shall be
chosen by drawing lots.

13.5 No person other than a director retiring by rotation shall be appointed or reappointed a
director at any general meeting unless:-

(a) he is recommended by the directors; or

(b) not less than fourteen nor more than thirty-five clear days before the date
appointed for the meeting, notice executed by a Member qualified to vote at the
meeting has been given to the Company of the intention to propose that person for
appointment or reappointment stating the particulars which would, if he were so
appointed or reappointed, be required to be included in the Company’s register of
directors together with notice executed by that person of his willingness to be
appointed or reappointed.

13.6 Not less than seven nor more than twenty-eight clear days before the date appointed for
holding a general meeting notice shall be given to all who are entitled to receive notice of
the meeting of any person (other than a director retiring by rotation at the meeting) who is
recommended by the Board for appointment or reappointment as a director at the meeting or
in respect of whom notice has been duly given to the Company of the intention to propose
him at the meeting for appointment or reappointment as a director. The notice shall give the
particulars of that person which would, if he were to be so appointed or reappointed, be
required to be included in the company’s register of directors.

13.7 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to
act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints
someone in his place, or if it does not do so, until the end of the meeting.

14 DISQUALIFICATION AND REMOVAL OF DIRECTORS

14.1 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

(b) he becomes bankrupt or makes any arrangement or composition with his creditors
generally; or

(c) he is, or may be, suffering from a mental disorder and either:-

(i) he is admitted to hospital in pursuance of an application for admission
for treatment under the Mental Health Act 1983 or, in Scotland, an
application for admission under the Mental Health (Scotland) Act 1960,
(ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorders for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

(d) he resigns his office by notice to the Company; or

(e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

15 PROCEEDINGS OF DIRECTORS

15.1 The Board shall meet at least four times per annum.

15.2 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. Any director may, and the Secretary at the request of a director shall, call a meeting of the Board. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

15.3 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be three (or, if lower, the number of directors then holding office). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

15.4 The directors may appoint one of their number to be the chairperson of the Board 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 the Board 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 chairperson of the meeting.

15.5 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

15.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

16 WORKING GROUPS

The Board may, at its discretion, form working groups to make known views on, and suggestions for, matters consistent with the promotion of the objects of the Company (as set out in its Memorandum of Association) and may permit participation by non-Members in any such working group.
ADVISORY BOARD

17.1 The Board may, at its discretion, form a board of advisors (whether permanent or ad-hoc) to provide opinion and advice to the Board in relation to such matters as the Board may determine at its discretion from time to time.

17.2 The Board shall have sole discretion to appoint and remove as a member of such board of advisors any person it thinks fit.

17.3 The Board shall have regard to the advice and opinions of the advisory board but shall not be bound to follow its recommendations.

17.4 For the avoidance of doubt, the members of the advisory board shall not (except with the sanction of the Board) be entitled to attend or vote at meetings of the Board or to have access to the books and accounts of the Company.

DIRECTORS' APPOINTMENTS AND INTERESTS

18.1 Subject to the provisions of the Act, the Board may appoint one or more of their number to the office of chief executive officer 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 Board determines and it may remunerate any such director for his services as it thinks fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

18.2 Subject to the provisions of the Act, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a director notwithstanding his office:-

(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;

(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; and

(d) shall be entitled to vote at a meeting of the Board or any committee of the Board on any resolution concerning a matter referred to above, and shall be counted in determining the quorum.

18.3 For the purposes of Article 18.2:-

(a) a general notice given to the Board 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.

19 DIRECTORS’ GRATUITIES AND PENSIONS

The Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provisions of any such benefit.

20 SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

21 MINUTES

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

(a) of all appointments of officers made by the Board; and

(b) of all proceedings at meetings of the Company, of the Members of any class in the Company, and of the Board and of committees of the Board, including the names of the directors present at each such meeting.

22 THE SEAL

The Company’s seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by a second director.

23 ACCOUNTS

No Member shall (as such) 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 Board.

24 NOTICES

24.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) 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.

24.2 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. 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.

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

24.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators 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, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

25 INDEMNITY

25.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate director, auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto.

25.2 The directors may exercise all the powers of the Company to purchase and maintain for any director, alternate director, Secretary or other officer of the Company insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name, address and Signature of Subscriber</strong></td>
<td><strong>Name, address and signature of witness to the signature in Column 1</strong></td>
</tr>
<tr>
<td>Subscriber signature:</td>
<td>Witness signature:</td>
</tr>
<tr>
<td><strong>Full name:</strong> Antonius Lambertus Margaretha Maria Buschman</td>
<td><strong>Full name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 27 York House</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>1 Eastcastle Street</td>
<td></td>
</tr>
<tr>
<td>London W1T 2AA</td>
<td></td>
</tr>
<tr>
<td><strong>Date:</strong> 27-09-2007</td>
<td><strong>Occupation:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Subscriber signature:  [Signature]

Full name:  William Haydn Peters

Address:  47 Highfield Drive
          Ickenham
          Middlesex UB10 8AW

Date:  27/9/04

Witness signature:  [Signature]

Full name:  [Signature]

Address:  FLAT 2 39 MAST AVENUE
          IVER
          BUR B12

Occupation:  TRAINEE SOLICITOR