

Company number: 2469671

THE COMPANIES ACT 1985-1989
ORDINARY/SPECIAL RESOLUTIONS

of

~~CLEVELAND~~  **HEALTHCALL SERVICES LIMITED**

Passed on 28 March 1991

At an extraordinary general meeting of the company, duly convened and held at 12.30 pm on 28 March 1991 the following resolutions were duly passed by the company as ordinary and or special resolutions as indicated:

ORDINARY RESOLUTIONS

1. That Messrs KPMG Peat Marwick McLintock be appointed auditors of the Company and that the Directors be authorised to fix their remuneration.
2. That the authorised share capital of the Company be increased from £100,000 to £467,531 by the creation of an additional 367,531 Ordinary Shares of £1.00 each.
3. That the Directors be authorised to issue the 467,529 shares of the Company not in issue within a period of one month from the date of passing of this resolution.

SPECIAL RESOLUTIONS

4. That the Articles of Association produced to the Meeting and signed by way of identification by the Chairman be adopted as the Articles of Association of the Company in place of all of the Previous Articles of Association of the Company.

.....

Chairman

PRESENTED BY :

Taylor Joynson Garrett
Carmelite, 50 Victoria Embankment,
Blackfriars, London EC4Y 0DX
Tel: 020 7300 7000
Ref: GAJ/DEP

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ARTICLES OF ASSOCIATION

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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

CLEVELAND HEALTHCALL SERVICES LIMITED

(Company No 2469671)

(Adopted by Special Resolution on 28 March 1991
~~1990~~)

1. PRELIMINARY

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby or inconsistent herewith and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles.
- 1.4 References to Articles are references to these Articles. References to Regulations are references to regulations in Table A.
- 1.5 In these Articles the expression "Relevant Agreement" means an agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and its members which (expressly or by implication) supplements and/or prevails over any provisions of these Articles as between the Company and the parties hereto or their personal representatives and which is designated as being a "Relevant" Agreement" by such parties

2. SHARE CAPITAL

2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £467 531 divided into:-

(a) 330 131 "A" Ordinary Shares of £1 each bearing the serial numbers to inclusive (the "A" Shares)

(b) 137 400 "B" Ordinary Shares of £1 each bearing the serial numbers to inclusive (the "B" Shares)

2.2 The "A" Shares and the "B" Shares (which are herein collectively referred to as "the Ordinary Shares") shall rank pari passu with each other in all respects save as hereinafter expressly provided.

2.3 The special rights and restrictions attached to and imposed on respectively the "A" Shares and the "B" Shares are set out hereunder.

2.4 Whenever an Ordinary Share of either class is transferred to a member holding Ordinary Shares only of the other class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.

3. ALLOTMENT OF SHARES

3.1 Subject to any direction to the contrary which may be given by the Company in General Meeting all Shares which the Company proposes to issue shall first be offered to the existing holders of the "A" Shares and to the existing holders of the "B" Shares pro rata to the numbers of "A" and "B" Shares respectively issued and fully paid and (if there is more than one holder of either class of Shares) in proportion as nearly as circumstances admit to the number of "A" and "B" Shares which they respectively hold. The offer shall be made by notice specifying the number of Shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined and after the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he declines to accept the Shares offered to him the offer shall lapse and the Directors shall not be entitled to issue the said Shares to any other Shareholder or other person.

4. GENERAL MEETINGS

4.1 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; a quorum shall consist of the holder of at least one 'A' Share and the holder of at least one 'B' Share, each of whom is present in person or by proxy or (being a Corporation) represented in accordance with Regulation 40 PROVIDED ALWAYS that if within half an hour from the time

appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the week next following at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum. Regulation 41 shall not apply.

- 4.2 In Regulation 44 the words "of the class of shares the holder of which appointed him as a director" shall be substituted for the words "any class of shares in the Company".

5. DIRECTORS

- 5.1 The holders of a majority of the "A" Shares shall be entitled to appoint 4 Directors (hereinafter referred to as the "A" Directors) and the holders of a majority of the "B" Shares shall be entitled to appoint 4 Directors (hereinafter referred to as the "B" Directors) in each case by notice in writing signed by the holders of a majority of the issued Shares of the Class served on the Secretary at the Registered Office of the Company and the holders of a majority of the "A" Shares or the "B" Shares respectively may at any time by notice in writing served on the Secretary at the Registered Office of the Company remove any "A" Director or "B" Director (as the case may be) from office and may at any time by a like notice appoint any person to the office of an "A" Director or "B" Director respectively in place of a Director so removed or otherwise vacating office.
- 5.2 Every director appointed pursuant to Article 5.1 shall hold office until he is either removed pursuant to Article 5.1 or dies or vacates office pursuant to Regulation 81 (as modified by Article 5.3) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy. Subject to Article 6 below, no director shall be appointed otherwise than pursuant to Article 5.1 and Regulations 76 to 80 shall not apply. The directors shall not be subject to retirement by rotation and accordingly Regulations 73 to 75 shall not apply and all other references in Table A to retirement by rotation shall be disregarded.
- 5.3 Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office pursuant to Article 5.1 or if he becomes incapable by reason of injury or illness of managing and administering his property and affairs.
- 5.4 Subject to any Relevant Agreement any director appointed pursuant to Article 5.1 shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.

6. **CHAIRMAN**

- 6.1 Subject to and in accordance with the provisions of any Relevant Agreement, in addition to their respective powers to appoint directors under Article 5.1 the holders of a majority of the "A" Shares and "B" Shares shall be entitled to appoint one additional director by a notice in writing signed by the holders of a majority of the issued shares of both classes. Such additional director shall (if appointed) be the Chairman of the Board and shall hold such office from the time of such appointment until the end of the next following annual general meeting of the Company (or until he vacates office earlier pursuant to Regulation 81 as modified by Article 5.3) but shall be eligible for re-appointment under the provisions of this Article. Subject to the provisions of Section 303 of the Act neither the Board nor the shareholders may remove the Chairman from office during such term.
- 6.2 The appointment of the Chairman shall be further regulated by the terms of any Relevant Agreement.
- 6.3 The Chairman (or its approved alternate under Article 9.3 below but not any other chairman of any Board meeting) shall have a casting vote and Regulations 88 and 91 shall be modified by this Article 6.

7. **PROCEEDINGS OF DIRECTORS**

- 7.1 The quorum necessary for the transaction of the business of the Directors shall be one "A" Director and one "B" Director PROVIDED ALWAYS that if within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week following at the same time at the registered office of the Company and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the directors present shall be a quorum. The same provisions shall apply to any committee of the Board which includes both "A" and "B" Directors.
- 7.2 At a meeting of the Directors the "A" and "B" Directors present (personally or by an alternate director) shall be entitled to cast four "A" votes or four "B" votes as the case may be. In respect of each class, if one such director is present then he shall cast all such votes; if two are present each shall cast two votes; if three are present the fourth vote shall be cast by the majority of them; and if all four are present then each shall cast one vote.
- 7.3 A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

7.4 Subject to compliance with the provisions of the Act and Regulations 85 and 86 (as to disclosure of interests) a Director may vote as a Director in regard to any transaction or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such transaction or arrangement is under consideration. Regulations 94 to 97 (inclusive) shall not apply to the Company.

7.5 Any Director may participate in a meeting of the Directors or any committee of the Directors by means of a conference telephone on similar communications equipment or facilities whereby all persons participating in the meeting may hear each other and such participation in a meeting shall be deemed to constitute presence in person at such meeting.

8. DELEGATION OF DIRECTORS' POWERS

8.1 The Directors may delegate any of their powers to a committee of the Board. Any such delegation shall specify the extent of the authority and responsibility delegated to that committee. The membership of such committees shall not be restricted (in whole or in part) to Directors of the Company but may consist of or include employees of the Company and/or representatives of the members nominated for that purpose under the terms of any Relevant Agreement. The Chairman of any such committee shall not have a second or casting vote.

8.2 The Directors may delegate any of their powers to any individual director or any employee of the Company. Such delegation shall specify the extent of the authority and responsibility delegated to that person.

9. ALTERNATE DIRECTORS

9.1 Each Director other than the Chairman shall have the power to appoint either another Director or any person qualified under any Relevant Agreement to act as an alternate Director in his place during his absence and may at his discretion remove such alternate Director. An alternate Director shall be entitled to receive notices of all Meetings of Directors to attend and vote at any such Meeting at which the Director appointing him is not personally present. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director. Every appointment and removal of an alternate Director shall be in writing executed by the Director making or revoking the appointment and (in the case of an appointment) by the person appointed and shall be left at the Registered Office of the Company.

9.2 Any person qualified to act as an alternate Director of either class under any Relevant Agreement shall be entitled to attend at any Board meeting but not more than four persons at any one time shall be entitled to

... speak or vote as an "A" Director or a "B" Director as the case may be. Any such person may act as alternate director in place of an absent director of the relevant class even if not specifically appointed his alternate under Article 9.1.

- 9.3 The Board may by unanimous resolution at a duly quorate meeting at which the Chairman is present appoint an alternate Chairman to act in place of the Chairman for the time being in his absence. An alternate Chairman so appointed shall chair any meeting at which he is present when the Chairman is not and shall be entitled to exercise the Chairman's casting vote. In the absence of the Chairman and any alternate Chairman so appointed the directors present shall appoint one of their number to chair the meeting but he shall not be entitled to exercise the Chairman's casting vote

10. TRANSFER OF SHARES

- 10.1 Only transfers in accordance with the provisions of a Relevant Agreement or under Articles 10.6 or 12 or with the consent of all of the "A" and "B" members shall be Permitted Transfers.
- 10.2 The Directors shall refuse to register the transfer of any shares unless such transfer is a Permitted Transfer but the Directors shall register any transfer of any shares which is a Permitted Transfer.
- 10.3 Save as provided in any Relevant Agreement a transfer of any share shall only be a Permitted Transfer if it is the transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances.
- 10.4 Notwithstanding anything else contained in these Articles, no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.
- 10.5 For all the purposes of these Articles (including Table A) and the Act where any person is (in accordance with Article 10.2) unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.
- 10.6 Any transfer by a company ("a Corporate Member") to any other company which is in relation to it a subsidiary or holding company or a fellow subsidiary of a common holding company (as those terms are defined in the Act) shall be a Permitted Transfer provided that the transferee agrees to be bound by the terms of any Relevant Agreement then in force in place of (to the extent of the shares transferred to it) the transferor.

11. CONTROL OF TRANSFERS OF SHARES

- 11.1 For the purposes of this Article and Article 12 "transfer" shall include the transfer or transmission of any share and any disposal of any beneficial

interest in such share on any disposal or assignment of any rights (including rights to subscribe for or be issued with other shares in the Company) arising in relation to such share.

- 11.2 For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder the Directors may require any member or the legal personal representatives of a deceased member or the trustee in bankruptcy or receiver of a member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question and to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be or to have been given in respect of any shares. If the Directors do so require and the notice is not duly given within one month from the date of its being so required such notice shall be deemed to have been given at the expiration of the said period and the provisions of Article 12 shall take effect accordingly

12. PRE-EMPTION RIGHTS

- 12.1 Except as hereinafter provided no shares in the Company shall be transferred (save by a Permitted Transfer under Articles 10.6 and 12 or under any Relevant Agreement)

(unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

- 12.2 Any member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "the Transfer Notice"). No Transfer Notice shall relate to more than one class of shares. Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in one or more lots at the discretion of the directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the directors, or, in case of difference, at a price which an accountant nominated under the provisions hereunder set out shall by writing under his hand certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer. The Transfer Notice may contain a provision that

unless all the Sale Shares are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.

- 12.3 The accountant who shall so value the Sale Shares in default of agreement shall be the auditor for the time being of the Company but if he shall be unwilling so to act then the directors shall appoint an independent chartered accountant who is willing so to act in his place.
- 12.4 If an accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the company and so soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within fourteen days of the service upon him of the said certified copy, to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- 12.5 Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the Sale Shares and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall specify in such application.
- 12.6 If the said members (or any of them) shall within the said period of 21 days apply for all or (except where the Transfer Notice provides otherwise) any of the Sale Shares the Company shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) first to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares in the same class (and in case of competition pro rata according to the number of shares of such class of which they are registered or unconditionally entitled to be registered as holders) and secondly (if any of the Sale Shares shall remain after such applicants have been satisfied in full), to and amongst the remaining applicants (and in case of competition pro rata according to the number of shares in the Company in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (not being earlier than 14 and not later than 28 days after the date of the

Allocation Notice) at which the sale of the shares so allocated shall be completed.

12.7 The Vendor shall be bound to transfer the shares comprised in an Allocation Notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.

12.8 During the six months following the expiry of the said period of 21 days referred to in Article 12.5 the Vendor shall be at liberty, subject to the restrictions of these Articles other than this Article, to transfer to any persons and at any price (not being less than the price fixed under Article 12.2) (but subject to 12.9 below) any share not allocated by the directors in an Allocation Notice provided that, if the Vendor stipulated in his Transfer Notice that unless all the shares comprised therein were sold pursuant to this Article, none should be so sold, the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder some only of the shares comprised in his Transfer Notice.

12.9 If at the time that any transfer is made under the provisions of Article 12.8 the Vendor is party to any Relevant Agreement such a transfer shall only be a Permitted Transfer if and to the extent that the purchaser agrees with the Company and the other members of the Company to be bound by the terms of such Relevant Agreement in place of (to the extent of the shares transferred to him) the Vendor.

13. NOTICES

13.1 A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 shall be modified accordingly.

13.2 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the

fixing of the remuneration of, the Auditors.

13.3 Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

14. BORROWING POWERS

14.1 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

14.2 The powers of the Directors under this Article shall be subject to the provisions of any Relevant Agreement.

15. GRATUITIES AND PENSIONS

15.1 The Directors may exercise the powers of the Company conferred by Clause 3 (t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

15.2 Regulation 87 shall not apply to the Company

16. INDEMNITY

16.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

16.2 Regulation 118 shall not apply to the Company

17. **OVERRIDING PROVISIONS**

Notwithstanding the provisions of these Articles, the Directors shall be obliged, so far as permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement.