

Company No. 4465995

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION of ADVANCE HEALTH LIMITED (the "Company")

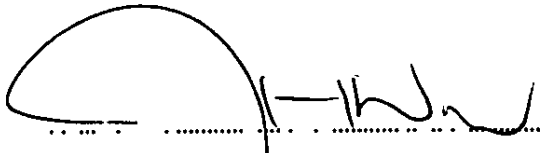
passed on ^{16 OCTOBER}~~September~~ 2008

We the undersigned being all of the shareholders of the above-named Company entitled to attend and vote at general meetings of the Company **HEREBY RESOLVE** that the underwritten resolution is to be and is to take effect as if it had been passed as a special resolution of the Company at a duly convened and held general meeting of the Company

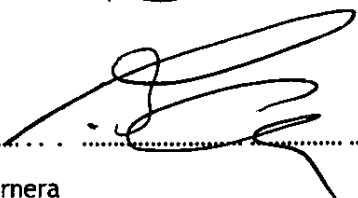
SPECIAL RESOLUTION

THAT the new articles of association of the Company in the form annexed to this Written Resolution be and are hereby approved and adopted in substitution for the existing articles of association of the Company (which are hereby abrogated).

Signed by


.....
For and on behalf of The West Corporation


.....
Patricia Morgan


.....
Paul Carnera



THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ADVANCE HEALTH LIMITED

(Adopted by written special resolution passed on 16 October 2008)

1. INTERPRETATION

1.1 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.

1.2 In these Articles, the following words have the following meanings:

"The Act"	the provisions of the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles;
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"Business Day"	a day (other than a Saturday or Sunday) when banks in London are open for business;
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"Employee Shareholder"	any holder of Employee Shares from time to time;
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"Employee Shares"	any Shares of the Company held by an employee of the Company or a past employee of the Company;
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"Non-employee Shareholders"	any holder of Shares from time to time who is not and has never been an employee of the Company;
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"Shares"	means shares of the Company.
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1.3 References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a

legible and non-transitory form.

- 1.4 References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear.
- 1.5 Headings in these Articles are for convenience only and shall not affect the interpretation hereof.

2. ADOPTION OF TABLE A

- 2.1 The Regulations contained in Table A as it relates to a private company limited by shares shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Regulations 2, 26, 40, 60 to 62 (inclusive) 64 to 69 (inclusive), 88 to 90 (inclusive), 94, 95 and 118 of Table A shall not apply to the Company.

3. LIEN

- 3.1 In Regulation 8 the words “(not being a fully paid share)” shall be omitted. The lien conferred by Regulation 8 shall attach to all Shares registered in the name of any person indebted or under liability to the Company (or in the name of the nominee or bare trustee for any such person) whether he is the sole registered holder thereof or one of two or more joint holders and shall include a lien in respect of any such indebtedness or liability. Regulation 8 shall be modified accordingly.
- 3.2 All Shares to be sold in the enforcement of the Company’s lien or rights of forfeiture shall be offered in accordance with Article 5 as if they were unissued Shares of the Company. Regulations 9 and 20 of Table A shall be modified accordingly.

4. SHARE CAPITAL

- 4.1 The share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 Shares of £1 each.
- 4.2 Except as otherwise provided in these Articles, the Employee Shares shall rank *pari passu* with the Shares held by the Non-employee Shareholders in all respects.
- 4.3 On the transfer of any Share as permitted by these Articles, a Share transferred to an employee of the Company shall become an Employee Share.

5. SHARES

- 5.1 All shares which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct.
- 5.2 The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) ("the Period") within which the offer, if not accepted, will be deemed to be declined.
- 5.3 After the expiration of the Period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the Period, accepted all the shares offered to them.
- 5.4 Such further offer in 5.3 shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members.
- 5.5 The foregoing provisions of paragraphs 5.1 - 5.4 above shall have effect subject to Section 80 of the Act.
- 5.6 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 5.7 At the end of the first sentence of Regulation 18 in Table A the following words shall be added "and all expenses that may have been incurred by the Company by reason of such non-payment shall be payable to the Company".

6. TRANSFER OF SHARES

An Employee Shareholder may not transfer his Shares without obtaining the prior written consent of the Non-Employee Shareholder(s).

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be one person present in person or by proxy, provided that the meeting shall not be quorate if the only member present is an Employee Shareholder
- 7.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is

voted on.

- 7.3 If within half an hour from the time appointed for any general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week but one and at the same time and place or to such other date, time and place as the Directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting).

8. NO CASTING VOTE

- 8.1 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote in addition to any other vote he may have.

9. PROXIES

- 9.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.
- 9.2 The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the directors) may:
- 9.2.1 be delivered to the registered office, or to some other place within the United Kingdom or to some person specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 9.2.2 in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

10. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one.

11. ALTERNATE DIRECTORS

- 11.1 Any Director (other than an alternate director) may from time to time appoint any other Director or any person approved by the Board (such approval not to be unreasonably withheld or delayed) to be an alternate director of the Company and may at any time remove from office any alternate director so appointed by him and appoint another person approved aforesaid in his place. Any appointment of an alternate director may provide for two or more persons in the alternative to act as an alternate director
- 11.2 Any such appointment or removal shall be by notice to the Company signed by the Director making or revoking the appointment and shall take effect upon service on the Company at its registered office or in any other manner approved by the Directors.
- 11.3 An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a Director.
- 11.4 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of directors, to attend, to be counted in the quorum for and to vote as a director at any such meeting at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a director in the absence of such appointor including, without prejudice to the generality of the foregoing, power to sign any resolution.
- 11.5 A director acting as alternate shall have an additional vote at meetings of the Board for each Director for whom he acts as alternate but he shall only count as one person for the purpose of determining whether a quorum is present.
- 11.6 An alternate director shall be deemed to be an officer of the Company and shall alone be responsible for his own acts and defaults and the Director so appointing him shall not be responsible for the acts and defaults of an alternate director so appointed.
- 11.7 The remuneration of any such alternate director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such part (if any) of the last mentioned remuneration as may be agreed between the alternate director and the Director appointing him.
- 11.8 Save as otherwise provided in these Articles an alternate director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

12. NO SHARE QUALIFICATION

A Director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of Shares of the Company.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Subject as provided in these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet at least monthly.
- 13.2 The quorum at any meeting of the directors (including adjourned meetings) shall be one director, provided that the meeting shall not be quorate if the only director present is an Employee Shareholder or a director appointed by an Employee Shareholder. No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place.
- 13.3 Each director has one vote at a meeting of directors.
- 13.4 All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum; and accordingly, subject to Article 13.2, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 13.5 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.
- 13.6 A sole continuing director may act notwithstanding any vacancy in number, but if the number of directors is less than the number fixed as the quorum, he may act only for the purpose of filling vacancies or of calling a general meeting.

14. DIRECTORS' INTERESTS: DISCLOSURE OF INFORMATION

A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

15. BORROWING POWERS

The Board may exercise all the powers of the Company to borrow money and, subject to the provisions of these Articles, to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures and other securities.

16. DISQUALIFICATION OF DIRECTORS

16.1 The office of a director shall be vacated:

- 16.1.1 If by notice in writing to the Company he resigns the office of director;
- 16.1.2 If he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period, unless he shall have appointed an alternate director who has not been similarly absent during such period,
- 16.1.3 If he appears unable to pay a debt which is payable immediately or to have no reasonable prospect of paying a debt which is not immediately payable in either case within the meanings given to such expressions in section 268 of the Insolvency Act 1986;
- 16.1.4 if he is subject to an interim order under section 252 of the Insolvency Act 1986 or enters into a voluntary arrangement within the meaning given in section 253 of that Act;
- 16.1.5 if he is prohibited from being or is disqualified as a director by an order made under any provision of the Insolvency Act 1986 or the Company Directors Disqualification Act 1986;
- 16.1.6 if he is, or may be, suffering from mental disorder and either:
 - (a) 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; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder 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
 - (c) if, in the case of a Director who holds any executive office, his appointment as such is terminate or expires and the Board resolves that his office be vacated, or
 - (d) if he is removed from office under section 303 of the Act.

17. EXECUTIVE DIRECTORS

- 17.1 The Directors may from time to time appoint one or more of their number to an executive office for such period and on such terms as shall be thought fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to be an executive director if he ceases for any cause to be a Director
- 17.2 The executive officer as aforesaid shall receive such remuneration, whether by way of salary, commission or participating in profits or otherwise (either in addition to or in lieu of his remuneration as a Director), as the Directors may determine.
- 17.3 The Directors may entrust to and confer on an executive officer as aforesaid any of the powers exercisable by them on such terms and conditions and with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.
- 17.4 Subject to such conditions and regulations as the Board may determine having regard to any obligation binding upon the Company to keep confidential information supplied to it by other persons, a holder of Ordinary Shares may inspect personally or by its agent at any time and from time to time any account or book or document of the Company (and take and retain copies thereof). Regulation 109 shall be modified accordingly.

18. INDEMNITY

- 18.1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs
- 18.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

19. NOTICES: TIME OF SERVICE

- 19.1 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid registered post

(reputable international overnight courier in the case of an address for service outside the United Kingdom) addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned.

19.2 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders

19.3 Any notice or other document shall be deemed served.

19.3.1 if given personally, when delivered; or

19.3.2 if sent by registered post, two Business Days after posting to an address in the United Kingdom or five Business Days after posting to an address outside the United Kingdom if sent by reputable international overnight courier addressed to the relevant party provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider, or

19.3.3 if sent by fax, when despatched

In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.

19.4 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.