

COMPANY NUMBER: 4639332

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

VLE HOLDINGS LIMITED

passed on 22 July 2003

At an extraordinary general meeting of the above named Company duly convened and held on 22 July 2003, the following resolution was duly proposed and passed as a special resolution of the Company:-

SPECIAL RESOLUTION

That:-

1. the directors be and are hereby generally authorised pursuant to and in accordance with section 80 of the Companies Act 1985 ("the Act") to exercise during the period from the date of the passing of this resolution until the day preceding the fifth anniversary of the date of this resolution all the powers of the Company to allot relevant securities (as defined in section 80 of the Act) to a maximum nominal amount of £80,000;
2. the directors be empowered to allot and to make offers or arrangements to allot equity securities (as defined in Section 94 of the Act) pursuant to and during the period of the said authority as if section 89(1) of the Act did not apply to such allotment; and
3. for the purposes of this resolution, the said authority and the said power shall allow and enable the directors to make offers or agreements before the expiry of the said period which would or might require the making of allotments after such expiry.

  
Director

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*Dickson Dees 14/8/03*  
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22/8/03 80

COMPANY NUMBER: 4639332

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
OF  
VLE HOLDINGS LIMITED

passed on 22 July 2003

At an extraordinary general meeting of the above named Company duly convened and held on 22 July 2003, the following resolution was duly proposed and passed as a special resolution of the Company:-

SPECIAL RESOLUTION

That the regulations contained in the printed document produced to the meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

  
Director

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DOCUMENT  
*Dickinson Dees 14/8/03*  
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THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

of

VLE HOLDINGS LIMITED

(adopted by special resolution on 22 July 2003)

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EXCLUSION

1. Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the Company. The following shall be the Company's Articles of Association.

INTERPRETATION

2. In these Articles, unless the context requires otherwise, the following expressions have the following meanings:-

"the Act"	the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment thereof for the time being in force;
"Associated Company"	any Company which is the holding company or a subsidiary of the corporate member in question or a subsidiary of any such holding company;
"Bank"	NIB Capital Bank NV;
"Funding Agreements"	has the meaning given to it in the Project Agreement;
"Project"	the design, construction, operation, maintenance and financing of the Workington Infirmary and Ann Burrow Thomas Health Centre (as referred to in the Project Agreement);
"Project Agreement"	the agreement to be entered into between Trust relative to the Project;
"Table A"	Table A set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985; and
"Trust"	The West Cumbria Primary Care Trust and its statutory successors from time to time.

## TABLE A

3.

- 3.1 The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with the Articles.
- 3.2 Regulations 9, 26, 40 to 43 (inclusive), 46, 64 to 68 (inclusive), 73 to 80 (inclusive), 82, 89 to 91 (inclusive), 94 to 98 (inclusive) and 101 of Table A shall not apply to the Company.
- 3.3 Regulations 3, 6, 24, 35, 53, 88 and 118 of Table A shall apply to the Company with the modifications set out below.

## SHARE CAPITAL

4.

- 4.1 The share capital of the Company is £80,000 divided into 32,000 "A" Shares of £1 each and 48,000 "B" Shares of £1 each. The said shares shall carry the respective voting rights and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall be identical and rank *pari passu*.
- 4.2 The authorised share capital of the Company shall consist only of "A" Shares of £1 each and "B" Shares of £1 each in the proportion set out in article 4.1. The issued share capital of the Company shall always consist of "A" Shares and "B" Shares in such proportions.
- 4.3 Subject to the provisions of these Articles and of the Act, all unissued shares shall be at the disposal of the directors and Section 89(1) and Section 90(1) to (6) (inclusive) of the Act are hereby excluded and shall not apply to any allotment by the Company of equity securities (as defined in Section 94 of the Act). Unissued shares in the capital of the Company for the time being may however only be issued in such a manner as to maintain the proportions specified in article 4.1 and so that on each occasion "A" Shares and "B" Shares are issued at the same price and on the same terms as to payment and otherwise. After the first issue of shares by the directors, no share of either class shall be issued otherwise than to members holding shares of the same class except with the consent in writing of all the members.
- 4.4 The directors are generally and unconditionally authorised pursuant to the Act to exercise all powers of the Company to allot relevant securities (as defined in section 80 of the Act) to a maximum nominal amount of the authorised but unissued share capital of the Company at the date of the adoption of these Articles by the Company provided that this authority shall expire on the day preceding the fifth anniversary of the date of the adoption of these Articles by the Company, save that this authority allows the directors to make an offer or agreement before such expiry which would or might require relevant securities to be allotted after such expiry.
- 4.5 Except with the consent in writing of all the members, the powers conferred by regulations 3 and 35 in Table A shall be exercised only in such a manner as to maintain the proportions specified in article 4.1. Regulations 3 and 35 in Table A shall be modified accordingly.

## TRANSFER OF SHARES

5.

### 5.1 Permitted Transfers of Shares

- 5.1.1 Unless previously otherwise agreed in writing by all the members for the time being of the Company, no share nor any interest therein shall be transferred to any person other than in accordance with the subsequent provisions of this article and regulation 24 of Table A.
- 5.1.2 Notwithstanding any other provision of these Articles, no transfer of any share shall be permitted or registered unless:-
- (a) the written consent of the Authority (if and to the extent required by the Project Agreement) and the Bank (where such consent is required under the Funding Agreements) is obtained; and
  - (b) if the transferee is not already a member, the transferee has entered into and delivered to the other members a legally binding commitment, in such form and substance as may be agreed by the other members, by which it agrees to be bound by any agreement then existing between all the members.
- 5.1.3 Subject to the provisions of this article 5.1, any shares may at any time be transferred:-
- (a) by any individual member (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trusts) to a Privileged Relation of such member; or
  - (b) by any such individual member to trustees to be held upon Family Trusts related to such individual member; or
  - (c) by any person entitled to shares in consequence of the death or bankruptcy of an individual member to any person to whom such individual member, if not dead or bankrupt, would be permitted hereunder to transfer the same; or
  - (d) by any member being a company to a Member of the Same Group as the Transferor Company (except where such member is, in relation to the shares concerned, a holder thereof as a trustee of any Family Trusts).
- 5.1.4 Where shares have been transferred under article 5.1.3(b) or 5.1.3(c) to trustees of Family Trusts, the trustees and their successors in office may transfer all or any of the Relevant Shares as follows:-
- (a) to the trustees for the time being of the Family Trust concerned on any change of trustees;
  - (b) to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or discretion vested in the trustees thereof or any other person; and

- (c) to the relevant member or former members or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid.
- 5.1.5 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except in circumstances whereunder a transfer thereof is authorised to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to serve a Transfer Notice (as defined in article 5.2) in respect of the shares concerned.
- 5.1.6 If a Transferee Company ceases to be a Member of the Same Group as the Transferor Company from which (whether directly or by a series of transfers under article 5.1.3(d)) the Relevant Shares derived, the Transferee Company shall notify the directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the Transferor Company or a transfer being deemed to be authorised under the provisions of this article 5.1) the Transferee Company shall be bound, if and when required in writing by the directors, to give a Transfer Notice (as defined in article 5.2) in respect of the Relevant Shares.
- 5.1.7 *For the purposes of this article 5.1:-*
  - (a) "Company" includes any body corporate;
  - (b) "Family Trusts", as regards any particular individual member or deceased or former individual member, means trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of the individual and so that for the purposes aforesaid a person shall be deemed to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;
  - (c) a "Member of the Same Group", as regards any company, means a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;
  - (d) "Privileged Relation", as regards any particular individual member or deceased or former individual member, means and includes the husband or wife or any former husband or wife or the widower or widow of the individual and all the lineal descendants and ascendants in direct line of that individual and their lineal descendants and a husband or wife or former husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed

to be a lineal descendant of such person and of the lineal ascendants of such person;

- (e) "the Relevant Shares" means and includes (so far as the same remain for the time being held by the trustees of any Family Trusts) the shares originally transferred to such trustees and any additional shares issued to such trustees by way of capitalisation or acquired by such trustees in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;
- (f) "Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the Same Group;
- (g) "Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the Same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series).

## 5.2 Pre-emption on Transfer

- 5.2.1 Except in the case of a transfer of shares expressly authorised by article 5.1 (a "Permitted Transfer"), the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions.
- 5.2.2 Any member who wishes to transfer shares or any interest in shares (a "Vendor") shall give to the Company notice thereof in writing ("the Transfer Notice") specifying the number of shares or interest in shares the Vendor wishes to sell and whether or not the Vendor is willing to transfer part only of the shares comprised in the Transfer Notice. Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors as the Vendor's agents for the sale of all the shares specified in the Transfer Notice ("the Sale Shares") at a price ("the Sale Price") to be agreed upon by the Vendor and the directors. Except as otherwise expressly provided in this article 5.2, a Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.
- 5.2.3 In the absence of agreement of the Sale Price being reached within 21 days of the service of the Transfer Notice under article 5.2.2, the auditors of the Company (having been instructed for that purpose by the directors within seven days of the expiry of the 21 day period and acting as experts and not as arbitrators) shall certify the price which in their opinion is the Sale Price as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the value of the business of the Company and any subsidiaries as a going concern at the date of the Transfer Notice and disregarding if such be the case that the Sale Shares constitute a minority or majority interest. The auditors' certificate shall be binding on all parties save in the case of manifest error.
- 5.2.4 If the auditors are asked to certify the Sale Price, the Company shall within seven days of the issue of the auditors' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within seven days of the service upon him of the said copy, to withdraw the Transfer Notice but in this event the Vendor shall pay the cost of obtaining the auditors' certificate.

- 5.2.5 Upon the Sale Price being agreed or determined as aforesaid and provided the Vendor does not give notice of withdrawal under article 5.2.4 the directors shall forthwith by notice in writing offer for sale to the other members of the Company the Sale Shares at the Sale Price in proportion (as nearly as may be) to their existing holdings of shares in the capital of the Company. Such offer shall be open for a period of 21 days from the date of the notice. In the event that any Sale Shares offered to the members are not accepted they shall be re-offered in a like manner to those members who accepted all of the Sale Shares previously offered to them and such re-offerings shall be repeated until such time as all of the members have declined to purchase any more of the Sale Shares.
- 5.2.6 If pursuant to article 5.2.5 other members accept the offer in whole or (if the Vendor stated in the Transfer Notice that he would transfer part only of the shares comprised in the Transfer Notice) in part of the Sale Shares at the Sale Price ("the Transferees"), the directors shall forthwith give notice in writing ("the Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than seven and not later than twenty one days after the date of the Acceptance Notice) at which the sale of such Sale Shares shall be completed.
- 5.2.7 The Vendor shall be bound to transfer such Sale Shares to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor PROVIDED ALWAYS that if the Transfer Notice shall state that the Vendor is not willing to transfer part only of his shares comprised in the Transfer Notice the foregoing provisions of this article and article 5.2.6 shall not apply unless the directors shall have found purchasers for all of such Sale Shares. If the Vendor shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed the attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall forthwith pay the Sale Price into a separate bank account in the Company's name and shall act on behalf of the Vendor in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 5.2.8 If the offer to the members of the Sale Shares at the Sale Price shall not be taken up in whole or (if the Vendor stated in the Transfer Notice that he would transfer part only of the shares comprised in the Transfer Notice) in part by the Transferees pursuant to article 5.2.5 then the Vendor for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person(s) who is not a member of the Company at a price not being less than the Sale Price provided that:-
- (a) the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer(s) without any deduction, rebate or allowance of any kind to the



proposed Purchaser(s) and if not so satisfied may refuse to register the relevant instrument(s) of transfer; and

- (b) any director appointed by the Vendor pursuant to article 11 shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed.

5.2.9 Upon the Vendor ceasing to be a member of the Company, the Vendor shall procure that all directors appointed by it to the board of the Company pursuant to article 11 shall resign immediately upon completion of the transfer of all its shares in the Company.

5.2.10 Notwithstanding the foregoing provisions of this article 5.2, the directors may decline to register any transfer of any share on which the Company has a lien.

### 5.3 Compulsory Transfers

5.3.1 For the purposes of this article 5.3 the following shall be deemed (without limitation) to be service of a Transfer Notice by the relevant member in respect of all the shares in the Company held by him:-

- (a) any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
- (b) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing;
- (c) a member of the Company entering into a transaction of the kind referred to in this article 5.3 or otherwise attempting to transfer any shares otherwise than in accordance with this article 5.3; or
- (d) if any company which is a member at any time ceases to be controlled by the person (which expression shall include a body corporate or a firm) or persons who at the time when the company became a member had control, the member shall be deemed immediately prior to that event to have served a Transfer Notice in respect of all the shares held by it. For the purposes of this article 5.3.1(d), a person shall be deemed to have control of a limited company if by reason of the ownership of shares in that limited company or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that limited company are conducted in accordance with the wishes of that person.

5.3.2 No Transfer Notice deemed to have been given under article 5.3.1 shall be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this article, then this article 5.3 shall apply.

5.3.3 For the purpose of ensuring that a transfer of shares is permitted 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 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 such time as the directors may reasonable stipulate, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) 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 given in respect of any shares provided that any director nominated by the Vendor shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors do so require and the Transfer Notice is not duly given within 28 days from the date of its being required, such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of article 5.3 shall take effect accordingly.

- 5.3.4 Subject to article 5.3.3 the directors shall register any transfer made pursuant to or permitted by this article 5, but shall refuse to register any other transfer.

#### PROCEEDINGS AT GENERAL MEETINGS

### 6.

- 6.1 No business shall be transacted at any meeting unless a quorum is present.
- 6.2 The quorum at any general meeting shall be two or more members present in person or by proxy one of whom shall be a person being or representing a holder of any "A" Shares and one of whom a person being or representing a holder of any "B" Shares.
- 6.3 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the request of the members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 6.4 The holders of the majority of "the A" Shares and the holders of the majority of "the B" Shares alternately shall nominate, for a period of one year, one of their directors to be the chairman of any general meeting at which he is present. In his absence, another director of the holders of the majority of the class of shares which appointed him shall preside as chairman at the relevant meeting but if neither the chairman nor such other director (if any) is present and willing to act within fifteen minutes after the time appointed for holding the meeting, the directors present shall elect one of their number to be chairman and if there is only one director present and willing to act, he shall be chairman.
- 6.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on a declaration of the result of the show of hands a poll is duly demanded by any member having the right to vote at the meeting.
- 6.6 In the case of an equality of votes whether on a show of hands or on a poll the chairman shall not be entitled to have a casting vote in addition to any other votes he may have.

- 6.7 In the case of a corporate member, a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 in Table A shall be amended accordingly.

#### VOTES OF MEMBERS

7.

- 7.1 On a show of hands every member who is present in person shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder provided that:-
- 7.1.1 no shares of either class shall confer any right to vote upon a resolution for the removal from office of the director appointed or deemed to be appointed by holders of shares of the other class; and
- 7.1.2 if at any meeting any holder of shares is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be ~~pro tanto~~ increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present.
- 7.2 An instrument appointing a proxy (and, where it is signed on behalf of the appointor or an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the secretary (or the chairman of the meeting) on the day and at the place of but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery should have been effected.

#### CLASS RIGHTS

8. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class but not otherwise.

#### NUMBER OF DIRECTORS

9. The maximum number of directors (other than alternate directors) shall be three or such other number as the Company may from time to time by ordinary resolution determine. The first directors shall consist of one person who shall be designated as "the A" director (and shall be deemed to have been appointed under article 11.1 by the holder of the majority of the "A" Shares) and two persons who shall be designated as "B" directors (and shall be deemed to have been appointed under article 11.1 by the holder of the majority of "the B" Shares).

## ALTERNATE DIRECTORS

10.

- 10.1 The holders of a majority of any one class of shares may at any time appoint any person (including another director) to be the alternate director of any director of the relevant class and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in article 11 hereafter. The same person may be appointed as the alternate director of more than one director.
- 10.2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if the director of whom he is the alternate ceases to be a director.
- 10.3 An alternate director shall be entitled to receive notices of all meetings of the directors and of all committees of directors of which the director of whom he is the alternate is a member to attend and vote and be counted in the quorum at any such meeting at which the director of whom he is the alternate is not personally present and generally to perform all the functions of the director of whom he is the alternate in his absence and the provisions of these Articles shall apply as if he were a director of the relevant class. If he shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative.

## APPOINTMENT AND REMOVAL OF DIRECTORS

11.

- 11.1 The holders of the majority of "the A" Shares may from time to time appoint one person to be a director and the holder of the majority of "the B" Shares may from time to time appoint two persons to be directors. In these Articles the expressions "A" director and "B" director respectively designate directors according to the class of shares holder of a majority of which have appointed or are deemed to have appointed them. The directors shall not be subject to retirement by rotation.
- 11.2 The office of a director shall be vacated in any of the events specified in regulation 81 in Table A and also if he shall be removed from office by the holders of a majority of the relevant class of shares or shall in writing offer to resign and the directors shall resolve to accept such offer.
- 11.3 Any such appointment or removal by the holder of a majority of the relevant class of shares shall be in writing served on the Company and signed by the holder of a majority of the issued "A" Shares or "B" Shares (as the case may be). In the case of a corporate member this document may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

## REMUNERATION OF DIRECTORS

- 12. Any director who serves on any committee, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise as the directors may determine.

## PROCEEDINGS OF DIRECTORS

13.

- 13.1 The directors may regulate their proceedings as they think fit and a meeting of the directors shall be called on not less than fourteen clear days' notice or such shorter period as the directors shall from time to time agree. Questions arising at a meeting shall be decided by a majority of votes but in the case of an equality of votes, the chairman shall not have a second or casting vote. Regulation 88 in Table A shall be amended accordingly.
- 13.2 The quorum at a meeting of directors shall be two, one of whom shall be an "A" director and one of whom a "B" director provided that within half an hour of the time appointed for the holding of any meeting of the directors which is not quorate, the directors present shall resolve to adjourn that meeting to a specified place and time (which shall not be earlier than three nor later than seven days after the date originally fixed for the meeting). At such adjourned meeting the quorum necessary for the transaction of the business of the directors shall be two directors one of whom shall be an "A" Director and one of whom shall be a "B" Director and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 13.3 No director shall be appointed otherwise than as provided in these Articles.
- 13.4 A committee of the directors shall include at least one "A" director and one "B" director and the quorum for a meeting of any such committee shall throughout the meeting be at least one "A" director and one "B" director.
- 13.5 All business arising at any meeting of the directors or of any committee of the directors shall be determined only by resolution.
- 13.6 On any matter in which a director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof.
- 13.7 Without prejudice to the first sentence of regulation 88 in Table A, a meeting of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others and to be heard by each of the others simultaneously and the word "meeting" in these Articles and in Table A shall be construed accordingly.

## SHARE CERTIFICATES

- 14. Every share certificate shall, if the Company has a seal, be sealed with the seal or signed by a director and by the secretary or a second director and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The second sentence of regulation 6 in Table A shall be amended accordingly.

## THE SEAL

- 15. If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors 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 a second director.

#### INDEMNITY

16. Subject to the provisions of and so far as may be provided by the Act, every director, secretary or other officer of the Company shall be entitled to be indemnified by the Company out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred or sustained by him in the execution and discharge of his duties or otherwise in relation thereto. Regulation 118 in Table A shall be extended accordingly.

COMPANY NUMBER: 4639332

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
OF  
VLE HOLDINGS LIMITED

passed on 22 July 2003

At an extraordinary general meeting of the above named Company duly convened and held on 22 July 2003, the following resolution was duly proposed and passed as a special resolution of the Company:-

SPECIAL RESOLUTION

That the memorandum of association of the Company be amended by the deletion of clause 3.1 thereof and the substitution therefor of the following clause:-

"The Company's objects are:-

to be the holding company of Vulcans Lane Estates Limited, a company which has been formed for the purposes of entering into and performing a Project Agreement ("the Project Agreement") with the West Cumbria Primary Care Trust ("the Trust") in connection with a project to build, finance, operate and maintain and/or to procure the design, building, financing, operation and maintenance of a new community hospital in Workington, Cumbria and to enter into and perform the agreements and documents ("the Related Agreements") referred to in the Project Agreement (and to which the Company is expressed to be a party) and to enter into all such other documentation and do all things as may be required or desirable in connection with the Project Agreement or the Related Documents or with being the holding company of Vulcans Lane Estates Limited."

  
Director

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DOCUMENT  
Dickinson Dees 14/8/03  
DICKINSON DEES LAW FIRM

A15  
COMPANIES HOUSE

0061  
15/08/03