



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5153608

The Registrar of Companies for England and Wales hereby certifies that
NATIONS HEALTHCARE (NOTTINGHAM) LIMITED

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

Given at Companies House, Cardiff, the 15th June 2004



N05153608V



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— *for the record* —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

5153608

Company name

NATIONS HEALTHCARE (NOTTINGHAM)
LIMITED

I,

REED SMITH CORPORATE SERVICES LIMITED

of

MINERVA HOUSE
5 MONTAGUE CLOSE
LONDON
ENGLAND
SE1 9BB

a

person named as a secretary of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House

— for the record —

10(ef)

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



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Received for filing in Electronic Format on the: **14/06/2004**

*Company Name
in full:* **NATIONS HEALTHCARE (NOTTINGHAM)
LIMITED**

*Proposed Registered
Office:* **MINERVA HOUSE
5 MONTAGUE CLOSE
LONDON
ENGLAND
SE1 9BB**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **PAUL NEWCOMBE**
Agent's Address: **30 ALBERT GROVE
SOUTHSEA
PORTSMOUTH
HAMPSHIRE
ENGLAND
PO5 1NG**

Company Secretary

Name **REED SMITH CORPORATE SERVICES LIMITED**

Address: **MINERVA HOUSE
5 MONTAGUE CLOSE
LONDON
ENGLAND
SE1 9BB**

Consented to Act: **Y** *Date authorised* **14/06/2004** *Authenticated:* **Y**

Director 1:

Style/Title: **DR**
Name **JONATHAN DAVID WEISS**

Address: **1740 CLAVINIA AVENUE
DEERFIELD
ILLINOIS 60015
USA**

Nationality: **AMERICAN**
Business occupation: **BUSINESS MANAGER**
Date of birth: **24/01/1974**

Consented to Act: **Y** *Date authorised* **14/06/2004** *Authenticated:* **Y**

Other Directorships: **4408594 LEXINGTON MEDICAL LIMITED
4523677 NATIONS HEALTHCARE (NORTH BRADFORD) LIMITED
4835960 NATIONS HEALTHCARE (NORTH BRADFORD) LIMITED
4523677 NATIONS HEALTHCARE LIMITED
4991469 NATIONS HEALTHCARE OPERATIONS (NORTH BRADFORD)
LIMITED**

Authorisation

Authoriser Designation: **AGENT** *Date Authorised:* **14/06/2004** *Authenticated:* **Yes**

Company Number

The Companies Acts 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

NATIONS HEALTHCARE (NOTTING HAM) LIMITED

Incorporated the day of 2004

REED SMITH LLP REF:CORPORATE SERVICES
MINERVA HOUSE
5 MONTAGUE CLOSE
LONDON
SE1 9BB
ENGLAND

The Companies Acts 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

NATIONS HEALTHCARE (NOTTINGHAM) LIMITED

1. The name of the Company is **NATIONS HEALTHCARE (NOTTINGHAM) LIMITED.**
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's object is to carry on business as a general commercial company and accordingly to carry on any trade or business whatsoever and so that the company has power to do all such things as are incidental or conducive to the carrying on of any trade or business by it and in addition and without prejudice to the generality of the foregoing the further objects for which the Company is established are:-
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - (b) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - (c) To borrow or raise or secure the payment of money for the purposes of or in

connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society. To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (d) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (e) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation. To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (f) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.
- (g) To grant pensions, annuities, allowances, gratuities, superannuation and bonuses or other allowances and benefits (including allowances on death) to officers, ex-officers, employees or ex-employees of the Company or any

company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated the Company or of any predecessor in business of any of them, or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (h) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (i) To purchase and maintain for any director, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
- (j) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (k) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (l) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage

debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (m) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (n) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (o) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (p) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (q) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (r) To distribute among the members and creditors of the Company in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law. To cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- (s) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (t) To do all such things as are incidental or conducive to the above objects or any of them or is likely, directly or indirectly, to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

- 4. The liability of the members is limited.
- 5. The Company's share capital is £100.00 divided into 100 Ordinary shares of £1.00 each.

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

I, the person whose name and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum of Association and I respectively agree to take the number of shares in the capital of the Company set opposite my name.

Name and Address of Subscribers	Number of Ordinary shares of £1.00 each taken by each subscriber
NATIONS HEALTHCARE LIMITED MINERVA HOUSE MONTAGUE CLOSE LONDON SE1 9BB ENGLAND	1
Total Shares	1

Dated: 14 June 2004

Company Number

The Companies Acts 1985 to 1989

Private Company Limited By Shares

ARTICLES OF ASSOCIATION

of

NATIONS HEALTHCARE (NOTTINGHAM) LIMITED

Incorporated the day of 200

REED SMITH
Minerva House
5 Montague Close
London SE1 9BB
Tel: +44 (0) 20 7403 2900
Fax: +44 (0) 20 7403 4221

The Companies Acts 1985 to 1989

Private Company Limited By Shares

ARTICLES OF ASSOCIATION

of

NATIONS HEALTHCARE (NOTTING HAM) LIMITED

1. PRELIMINARY

The regulations contained in Table A as prescribed by regulations made by the Secretary of State pursuant to Section 8(1) of the Act and as in force at the date of the Company's registration shall not apply to the Company except so far as the same are repeated or contained in these Articles.

2. INTERPRETATION

In these Articles:

"Act"

means the Companies Act 1985 including any statutory modification or re-enactment thereof in force at the date of adoption of these Articles.

"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications.
"Articles"	means the Articles of Association of the Company.
"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.
"communication"	includes a communication comprising sounds or images or both and a communication effecting payment.
"electronic communication"	means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa).
"executed"	includes any mode of execution.
"execution by bodies corporate"	execution on behalf a body corporate shall be sufficient if effected by a director or the secretary of such body corporate or by a person who has been duly appointed as the attorney of such body corporate or who has been authorised by such body corporate in accordance with Section 375 of the Act.
"holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
"notices and resolutions"	references to any notice or resolution in writing includes either: (a) a single document or a single communication; or (b) more than one document and/or communication the content of each of which is in the same terms and each of which has been executed and/or delivered by or on behalf of one or more of the persons required to do so. The date of any such notice or resolution shall be when it is signed, executed or delivered (as appropriate) by or on behalf of the last person required to do so.

"registered office"	means the registered office of the Company from time to time.
"seal"	means the common seal (if any) 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 a joint, assistant or deputy secretary.
"United Kingdom"	means Great Britain and Northern Ireland.
"writing"	references to "writing" include printing, lithography, photography, telex, telegrams, cables, facsimile, electronic mail and any other method of electronic communication and (notwithstanding any other provision of these Articles) any such electronic communication which is made by or with the authority of the person by or on whose behalf it purports to be made, need not be signed or executed by or on behalf of that person.

Words importing the masculine, feminine or neuter genders shall each include the others. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act .

3. **PRIVATE COMPANY**

The Company is a private company within the meaning of section 1(3) of the Act.

4. **SHARE CAPITAL**

- 4.1 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any unissued shares of the Company may be issued with such rights or restrictions as the Company may by ordinary resolution determine and the Company shall have power to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by resolution of the Company creating such redeemable shares.

4.2 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

4.3 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

5. REGISTRATION OF SHARES

5.1 The Company shall keep a register of its members in accordance with Section 352 of the Act. If the number of members of the Company falls to one there shall upon the occurrence of that event be entered in the Company's register of members, with the name and address of the sole member, a statement that the Company has only one member together with the date on which the Company became a Company having only one member.

5.2 If the membership of the Company increases from one to two or more members there shall upon the occurrence of that event be entered in the Company's register of members, with the name and the address of the person who was formerly the sole member, a statement that the Company has ceased to have only one member together with the date on which that event occurred.

6. ALLOTMENT OF SHARES

6.1 Any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to Sections 80 and 80A of the Act and to Articles 6.2 and 6.5 below) offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions and in such manner as the Directors may determine provided only that no shares shall be issued at a discount.

6.2 Subject to Article 6.5, the Directors are by this Article generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise all or any powers of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to an aggregate maximum amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles at any time or times during the period of five years from the date of adoption of these Articles. For

the purpose of calculating such amount, allotments of one or more shares in the Company shall be included at the nominal value of each such share and rights to subscribe for or to convert any security into one or more shares in the Company shall be included at the nominal value of each share in the Company which will be required to satisfy such right (assuming full exercise).

- 6.3 Notwithstanding that the authority granted in Article 6.2 is subject to a five year time period, the directors may, after that period, allot any shares or grant any rights under that authority in pursuance of an offer or agreement so to do made by the Company within that period.
- 6.4 The authority granted in Article 6.2 may at any time (subject to Sections 80 and 80A of the Act) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
- 6.5 Subject to Sections 80 and 80A of the Act and unless otherwise determined by special resolution of the Company in general meeting, all unissued shares (whether forming part of the original or any increased share capital of the Company) which the directors propose to issue (regardless of whether they are to be wholly or partly paid up otherwise than in cash) and any right to subscribe for any such shares shall first be offered to the members in proportion as nearly as may be to the number of existing shares held by them respectively and at the same price and on the same terms to each such member.

The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares or rights to subscribe so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares or rights to subscribe offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares or rights to subscribe 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 or rights to subscribe 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, otherwise dispose of the same or grant such rights to subscribe to such persons, at such times, and for such consideration and upon such terms and conditions, and in such manner as the directors think fit, provided that, in the case of shares or rights to subscribe not accepted as aforesaid, such shares or

rights to subscribe shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members.

- 6.6 In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

7. SHARE CERTIFICATES

- 7.1 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. If and so long as the Company has a seal every certificate shall be sealed with that seal 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 Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

- 7.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

8. LIEN OVER SHARES

- 8.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share or one or more other shares standing registered in the name of the same member. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

- 8.2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or

bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

- 8.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

9. CALLS ON SHARES AND FORFEITURE

- 9.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 9.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 9.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 9.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.

- 9.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 9.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 9.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 9.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 9.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 9.10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 9.11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

10. TRANSFER OF SHARES

- 10.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 10.2 Whenever the Company shall be a subsidiary within the meaning of Section 736 of the Act of another body corporate (treating for this purpose only the word "company" in that Section as if it included any person and any corporation or any partnership (limited or otherwise) formed in any jurisdiction) (in this Article referred to as "the holding company") the following provision shall apply:-

If the holding company shall deliver to the Company a notice in writing executed by the holding company and stating that any share of the Company is held by the registered holder thereof as the nominee of the holding company (or, in the case of a share registered in the name of a deceased or bankrupt holder, was so held at the time of his death) and naming some other person as having been authorised by the holding company to sign transfers in the place of the holder or the deceased or bankrupt holder, the directors shall be entitled and bound to give effect to any instrument of transfer of the share signed by the person so named as transferor in all respects as if the instrument were signed by the registered holder of the share or by his personal representative or trustee in bankruptcy

- 10.3 Subject to the provisions of the immediately preceding Article the directors may, in their absolute discretion and without assigning any reason therefor, decline to register any other transfer of shares.
- 10.4 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

10.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

10.6 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

11. TRANSMISSION OF SHARES

11.1 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

11.2 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.

11.3 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

12. ALTERATION OF SHARE CAPITAL

12.1 The Company may by ordinary resolution:-

12.1.1 increase its share capital by new shares of such amount as the resolution prescribes;

12.1.2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

12.1.3 subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and

12.1.4 cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

12.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

12.3 Subject to the provisions of the Act, the Company may:

12.3.1 purchase any of its own shares including any redeemable shares; and

12.3.2 make a payment in respect of any redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

13. **GENERAL MEETINGS**

13.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

13.2 The directors may call general meetings and, on the 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 eight weeks after receipt of the requisition.

14. **NOTICE OF GENERAL MEETINGS**

14.1 An annual general meeting and an extraordinary general meeting called for the passing of a special or an elective resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-

14.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

14.1.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right;

provided always that if and so long as an elective resolution pursuant to Section 369(4) and 378(3) of the Act is in force an extraordinary general meeting may be called by shorter notice than otherwise required if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right.

14.2 The notice shall:

14.2.1 specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such;

14.2.2 subject to the provisions of the Act and to any restrictions imposed on any shares, be given to all the members and to all persons entitled to a share in consequence of the death or bankruptcy of a member;

14.2.3 together with any other communications relating to any meeting which any member is entitled to receive, also be sent to the directors and to the auditors for the time being of the Company; and shall

14.2.4 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.

14.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 14.4 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.

15. PROCEEDINGS AT GENERAL MEETINGS

- 15.1 No business shall be transacted at any general meeting unless a quorum is present. If and so long as the Company has more than one member two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If and so long as the Company has only one member, one member present in person, by a duly appointed representative of a corporation or by proxy shall be a quorum.
- 15.2 If within half an hour of the time appointed for 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 such day and at such 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 members present shall be a quorum.
- 15.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, 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.
- 15.4 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 15.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 15.6 The chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the

adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 15.7 Any resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or any member who is present in person or by proxy or, in the case of a corporate member, by means of a duly authorised representative. Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 15.8 In the event of an equality of votes the Chairman shall not have a second or casting vote.
- 15.9 A poll demanded on the election of a chairman 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 chairman directs not being more than thirty 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.
- 15.10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman 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.
- 15.11 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 15.12 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 seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

15.13 Members, the duly appointed proxies of members or the duly authorised representatives of corporate members may in order to consider and transact the business of the Company in general meeting convene together all or some through the medium of one or more conference telephone or videophone or other communications equipment whereby all persons participating may hear each other and be heard sufficiently to permit contemporaneous exchange and debate. Subject mutatis mutandis to the notice and quorum provision of these Articles being observed each such convention of members the duly appointed proxies of members or the duly authorised representatives of corporate members shall be deemed to constitute a general meeting of the Company and participation in a meeting in such manner shall be deemed to constitute presence in person or by proxy as appropriate at such meeting. If a majority of the participants in such convention are present in person or by proxy in one place that place shall be deemed the location of the meeting. Voting in any such convention shall be by way of poll taken orally.

15.14 This Article shall apply without prejudice to the provisions of Section 381A of the Act but by way of addition and alternative thereto. A resolution in writing delivered to the Company and executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held.

15.15 Where a written resolution is agreed to in accordance with the immediately preceding Article or Section 381A of the Act, the Company shall cause a record of the resolution (and of the signatures (where appropriate)) to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company.

16. ELECTIVE RESOLUTIONS

16.1 Subject to and in accordance with the Act, the Company may pass elective resolutions as defined by Section 379A of the Act to dispense with compliance with such requirements of the Act as are specified in the said Section 379A or as may be specified in regulations made from time to time by the Secretary of State pursuant to section 117 of the Companies Act 1989.

17. VOTES OF MEMBERS

17.1 Subject to any rights or restrictions as to voting attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or

(being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporate member) is present by a duly authorised representative shall have one vote for every share in the capital of the Company of which he is the holder.

- 17.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 17.3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 17.4 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 17.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 17.6 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 17.7 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

" PLC/Limited
I/We , of being a member/members of
the above-named Company, hereby appoint of
or failing him, of , as my/our proxy to
vote in my/our names and on my/our behalf at the annual/extraordinary general
meeting of the Company to be held on 20 , and at any adjournment
thereof.
Signed on 20 ."

- 17.8 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

" PLC/Limited
I/We of being a member/members of
the above-named Company, hereby appoint of
, or failing him, of as my/our proxy
to vote in my/our names and on my/our behalf at the annual/extraordinary general
meeting of the Company to be held on 20 , and at any adjournment
thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 20 ."

- 17.9 The appointment of a proxy any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:-

17.9.1 in the case of an instrument in writing be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice

convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

17.9.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

17.9.2.1 in the notice convening the meeting; or

17.9.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

17.9.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;

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

17.9.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

17.9.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

17.10 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise

than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 17.11 The appointment of a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll, on the election of a chairman and on a motion to adjourn the meeting.

18. APPOINTMENT OF DIRECTORS

- 18.1 Unless otherwise determined by ordinary resolution of the Company there shall be no maximum number of directors and the minimum number of directors shall be one.
- 18.2 The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 18.3 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any maximum number of directors set from time to time.
- 18.4 Without prejudice to the powers of the Company under Section 303 of the Act but by way of addition and alternative thereto any member or members from time to time holding a majority in nominal value of the issued share capital of the Company conferring the right to attend and vote at general meetings of the Company may at any time or from time to time appoint any person as a director either as an additional director or to fill a vacancy and remove from office any director howsoever appointed. Any such appointment or removal shall be effected by notice in writing to the Company executed by or on behalf of the member or each of the members making the same. Any such notice of appointment or removal shall take effect when the notice effecting the same is delivered to the registered office or to the secretary, or is produced at a meeting of directors. Any such removal shall be without prejudice to any claim which a director may have under any contract between him and the Company subject to the provisions of Section 319 of the Act.
- 18.5 There shall be no age limit for directors of the Company. A director shall not be required to hold any qualification shares in the Company.

19. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 19.1 The office of a director shall be vacated if:-

- 19.2 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
- 19.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 19.4 he becomes, in the reasonable opinion of not less than three fourths of the other directors, incapable by reason of mental disorder of discharging his duties as a director; or
- 19.5 he resigns his office by notice to the Company; or
- 19.6 if he is otherwise duly removed from office.

20. ALTERNATE DIRECTOR

- 20.1 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.
- 20.2 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 meeting 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.
- 20.3 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.
- 20.4 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 directors.

- 20.5 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.

21. POWERS OF DIRECTORS

- 21.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company.
- 21.2 No alteration of the Memorandum or Articles and no direction by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article and Article 36.2 shall not be limited by any special power given to the directors by the Articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.
- 21.3 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 21.4 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 Sections 80 and 80A 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.

22. DELEGATION OF DIRECTORS' POWERS

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

23. PROCEEDINGS OF DIRECTORS

- 23.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Notice of every meeting of directors shall be given to each director of the Company or his alternate director, including directors and alternate directors who may be resident outside the United Kingdom and have given to the Company their address outside the United Kingdom or other means of communicating any such notice to them outside the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. 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.
- 23.2 Directors (or members of any committee of directors) may in order to consider and transact the business of the directors convene together all or some through the medium of one or more conference telephone or videophone or other communications equipment whereby all persons participating may hear each other and be heard sufficiently to permit contemporaneous exchange and debate. Subject mutatis mutandis to the notice and quorum provisions of these Articles being observed each such convention of directors shall be deemed to constitute a meeting of directors and participation in a meeting in such manner shall be deemed to constitute presence in person at such meeting. If a majority of the participants in such convention are present in person in one place that place shall be deemed the location of the meeting. Voting in any such convention shall be by way of poll taken orally.
- 23.3 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 two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum (but not otherwise).
- 23.4 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the minimum number of directors permitted under these Articles and less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.5 If, and in such case for so long as, the minimum number of directors permitted under these Articles is one, a sole director may exercise all the powers conferred on the directors by these Articles, and shall do so by written resolution under his hand and,

so long as there is such a sole director the four immediately preceding Articles shall not apply to the Company. Written confirmation from the secretary (not being also the sole director) to the effect that a director is a sole director shall be sufficient evidence to persons dealing bona fide with the Company that a director has such status.

- 23.6 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present but shall not have a second or casting vote at such meetings. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 23.7 All acts done by a meeting of directors, or of a committee of directors, or by a resolution in writing signed by all the directors pursuant to Article 23.8, or by a person acting as a director shall, notwithstanding that it be 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 or sign such resolution as appropriate.
- 23.8 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. 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.
- 23.9 Subject to such disclosure as is required by section 317 of the Act a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and, having made such disclosure, shall be counted in the quorum at any meeting at which any such matter is considered.
- 23.10 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles

prohibiting a director from voting at a meeting of directors or of a committee of directors.

23.11 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

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

24. REMUNERATION OF DIRECTORS

24.1 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day and such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine or in default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine.

25. DIRECTORS' EXPENSES

25.1 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

26. DIRECTORS' APPOINTMENTS AND INTERESTS

26.1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think 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.

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

26.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

26.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

26.2.3 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.

26.3 For the purposes of Article 26.2:-

26.3.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

26.3.2 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.

27. DIRECTORS' GRATUITIES AND PENSIONS

- 27.1 The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein.

28. SECRETARY

- 28.1 Subject to the provisions of the Act, the secretary shall be appointed by the directors 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.

29. MINUTES

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

29.1.1 of all appointments of officers made by the directors; and

29.1.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

30. COMPANY SEAL

- 30.1 The seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which any such seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

31. DIVIDENDS

- 31.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
- 31.2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 31.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 31.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 31.5 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or

persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

31.6 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

31.7 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

32. ACCOUNTS

32.1 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 directors or by ordinary resolution of the Company.

33. CAPITALISATION OF PROFITS

33.1 The directors may with the authority of an ordinary resolution of the Company:

33.1.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;

33.1.2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;

33.1.3 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions; and

33.1.4 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

34. NOTICES AND DELIVERY

34.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing.

34.2 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

34.3 Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the register of members shall be duly given to the person from whom he derives his title to such share.

34.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

34.5 Proof that an electronic communication was directed to or from an Official Address of the Company and was directed either from or to (as appropriate) a Recognised Address shall be conclusive evidence of delivery of that communication.

For the purpose of this Article:

- "Official Address of the Company" means an address from and at which communications given by that particular electronic means are from time to time regularly directed and accessed by or on behalf of the secretary; and
- "Regular Address" means either (a) the last address which the purported giver/intended recipient of such electronic communication formally communicated to the Company in writing for the purpose of giving or

receiving notices by that particular means of electronic communication; or in the absence of any such formally communicated address (b) an address which has within the period of not less than one and not more than 12 months before delivery to the Company of any such electronic communication been used by or on behalf of the secretary for successful two-way communication with the purported giver/intended recipient of such notice.

34.6 A notice shall be deemed to be given at the earlier of (a) the time it is delivered or (b) 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.

34.7 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

35. **WINDING UP**

35.1 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

36. **INDEMNITY**

36.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, Secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a)

in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the company.

- 36.2 Subject to the provisions of the Act, the directors may exercise all the powers of the Company to purchase and maintain insurance and insurance policies of all kinds including but not limited to insurance in respect of any officer of the Company or any person (whether an officer or not) employed by the Company as auditor against, any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company or in respect of any moneys which the Company is required or permitted by law to pay by way of indemnity to any such person in respect of any such liability.

NAMES AND ADDRESSES OF SUBSCRIBERS

NATIONS HEALTHCARE LIMITED
MINERVA HOUSE
MONTAGUE CLOSE
LONDON
SE1 9BB
ENGLAND

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Dated: 14 June 2004