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THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

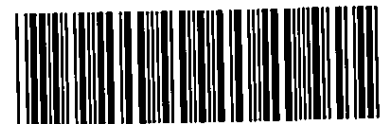
MEMORANDUM OF ASSOCIATION

-OF-

PAYERISE LOCUMS LIMITED

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COMPANIES HOUSE

- 1- The Company's name is Payerise Locums Limited
- 2- The Company's registered office is to be situated in England and Wales
- 3- The objects for which the Company is established are -
 - (A) To carry on business as a service company for independent contractors
 - (B) To carry on business as a general commercial company
 - (C) To carry on any other business which may in the opinion of the Board of Directors be advantageously carried on by the Company
 - (D) To purchase , sell, exchange, improve, mortgage, charge, rent, let on lease, hire , surrender, license, accept surrender of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, and to erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business
 - (E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired
 - (F) To apply for, purchase or otherwise acquire any patents, licenses concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights there out
 - (G) To sell, let , licence, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company
 - (H) To invest and deal with the money of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient

- (I) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable
- (J) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, money or shares or the performance of contracts or engagements of any other company or person (including but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act") as amended by the Companies Act 1989, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint venture arrangement with any person, persons, firm or company
- (K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off
- (L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents
- (M) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of, any other company or corporation
- (N) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business
- (O) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission
- (P) To promote, or aid in the promotion of, any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company
- (Q) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependants or connections of such persons and to grant pensions and allowances to any such persons
- (R) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for, or make payments to, or for the benefit of, Directors and ex-Directors of the Company or their dependants or connections
- (S) To make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, or any other object whatsoever which the Company may think advisable
- (T) To distribute any property of the Company in specie among the Members
- (U) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause

4- The liability of the Members is limited

5- The Company's share capital is £26 divided into 26 shares of £1 each

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

PAYERISE LOCUMS LIMITED

PRELIMINARY

- 1 Subject as hereinafter provided, the regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (hereinafter referred to as Table A) shall apply to the Company
- 2 Regulations 23-28 (inclusive) 40, 64, 73-80 (inclusive), 94, 95, 96, 102 and 104 of Table A aforesaid shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company
- 3 In these Articles
 - (a) unless the context otherwise requires the following expressions have the following meanings

"Board" means the Board of Directors of the Company from time to time,

"Classified Share" and "Unclassified Share" shall have the respective meanings indicated in Article 4,

"Directors" means the directors of the Company from time to time,

"the Percentage" means the percentage of interim distributable profits deemed from time to time by the Director of the Company to have been earned by the Company's Members or separately by each class of them (such proportion of profits not being capable of being determined by way of precise calculation in advance),

"Relevant Agreement" means any Shareholder's Agreement and variations thereof from time to time in force
 - (b) Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated, and (in each case) vice-versa

CAPITAL

- 4 The authorised share capital of the Company is £26 divided into 26 shares of £1 each, each such share being designated by a different letter of the alphabet "A" to "Z" inclusive and so that each such Classified Share shall comprise a separate class of share as hereinafter provided The Subscriber Share will automatically be Classified as "A"
- Any Share repurchased by the Company shall forthwith upon completion of such repurchase be re-designated as an Unclassified Share

Any Classified Share which is transferred to a purchaser other than the Company shall upon such transfer be re-designated by the Directors with a different letter (or combination thereof) of the alphabet not currently used to designate any other issued Share

- 5 The Shares shall have the following rights and be subject to the following restrictions

As regards voting etc

The holder of each Share shall be entitled to receive notice of and to attend and vote at each general meeting of the Company in accordance with regulation 54 of Table A

As regards capital

Subject to the terms of issue of any share or any class of share, on a return of assets on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its debts and liabilities shall be applied firstly, in paying to the holders of all Shares *pari passu* an amount per share equal to the nominal value of each Classified Share

As regards income

Classified Shares shall rank for final and interim dividends in accordance with Articles 12 and 13 and any Relevant Agreement

- 6 No variation of the rights attaching to any class of Shares shall be effective except with the consent in writing of all shareholders
- 7 The Directors are generally authorised for the purposes of Section 80 of the Act to allot, grant option over or otherwise deal with or dispose of all unissued shares which are comprised in the authorised share capital of the Company from time to time to such persons at such times and on such conditions as thought fit, subject to the provision of that Section provided that no shares shall be issued at a discount and provided further that unless otherwise resolved by special resolution any new share proposed to be issued shall prior to such issue be classified by means of a designating letter of the alphabet (not being a letter currently used to designate any other issued Share) as contemplated by Article 4 above and shall on issue constitute a Classified Share accordingly
- 8 In accordance with Section 91 of the Act, Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act do not apply to the Company

TRANSFERS OF SHARES

- 9 In the event of the holder of any Classified Share

- i committing a material breach of his or her obligations under a Relevant Agreement and (but only if the breach is capable of remedy) failing to remedy the same within 21 days of being specifically required in writing so to do by the Board,
- ii committing any act which in the absolute opinion of the Board adversely affects or is prejudicial to or in any way diminishes the interests or status of the Company,
- iii failing to provide services in accordance with any supply of service agreement entered into by the Company on such member's behalf and continues to do so following written notice by the Company to that effect,
- iv being adjudicated bankrupt,
- v dying,
- vi making any voluntary arrangement or composition with his creditors, or
- vii ceasing to be employed by the Company under any circumstances whatsoever,

then (unless the Directors resolve otherwise) such holder (a "Leaver") shall be deemed to have given immediately prior to the date of such event, (the "Termination Date") a Transfer Notice (as hereinafter provided for) in respect of all of the Shares held by such holder (the "Sale Shares")

9 1 A Transfer Notice

9 1 1 shall constitute the Company the agent of the Leaver for the sale of the Sale Shares (with full title guarantee and free from encumbrances together with all rights then attached thereto other than any right to the Pre-sale Dividend as hereinafter mentioned) at a price equal to the par value thereof (the "Specified Price") to any person selected or approved by the Directors on the basis set out in the following provisions of these Articles,

9 1 2 except with the consent of the Directors shall not be revocable

9 2 Upon service or deemed service of a Transfer Notice in relation to any Shares

9 2 1 the holder of such Shares shall cease to be entitled to exercise any voting rights attaching to such Shares which rights shall be suspended until the transferee of such shares pursuant to this Article 9 is registered as the holder of such Shares,

9 2 2 dividends on such Shares shall until registration of such transferee be limited to the relevant Percentage of distributable profits earned prior to the date of such Transfer Notice ("Relevant Profits")

9 3 All shares included in any Transfer Notice may be offered by the Company to any person who is, or is to become, an employee of the Company for purchase at such price, and the Company may, subject to the discretion of the Directors and so far as it is legally able, purchase all or some of the Sale Shares at such price

9 4 If the Company shall within 90 days of the Termination Date find persons as aforesaid (each such person being hereinafter called "a Purchaser") to purchase the Sale Shares and shall give notice in writing thereof to the Leaver, he shall be bound forthwith to transfer such shares to the respective Purchaser(s) upon payment to the Leaver of the following

9 4 1 by the Company, a dividend on such Shares equal to any unpaid balance of the relevant Percentage of the Relevant Profits (the "Pre-sale Dividend"),

9 4 2 by the Purchaser, the Specified Price

9 5 The Directors may authorise some person to execute and deliver on a Leaver's behalf the necessary agreement, transfer or other documentation to transfer any Sale Shares to a Purchaser and the Company may receive the purchase money in trust for the Leaver and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

9 6 To the extent that any transfer or agreement to transfer any Sale Shares as contemplated by this Article requires the approval by resolution of the shareholders of the Company, each member hereby appoints any Director his proxy on his behalf to attend at any general meeting of the Company and to vote on any such resolution and to agree to the holding of such meeting on short notice in accordance with regulation 38 of Table A as incorporated into these Articles

9 7 The provisions of regulation 29 shall be modified by providing that such regulation is subject to the provisions of Article 9

10 Save as provided by these Articles, no holder of any Share shall transfer or dispose of any Share or any interest therein or in any right attaching thereto or assign any right to receive or subscribe for any such share (save as may be required in pursuance of any obligation under

these Articles) or create or permit to exist any charge, mortgage, encumbrance or trust over any such share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any such things

- 11 The Director, in his or her absolute discretion and without assigning any reason therefore, may decline to register the transfer of any Share whether or not it is a fully paid share. The first sentence of regulation 24 shall not apply in respect of such transfer

DIVIDENDS

- 12 Subject to the provisions of the Act, the Director may by written resolution declare and pay dividends in respect of any class of share in accordance with the respective rights of the holders of the Shares of that class, but no dividend shall exceed the amount recommended by the Director. For the avoidance of doubt, save as otherwise provided in these Articles, the Director shall be entitled to declare and pay dividends by Percentage in respect of one class of share without being obliged to declare dividends in respect of any other class of share
- 13 The first sentence of Regulation 103 shall be amended by providing that "Subject to the provisions of the Act, the Director may pay interim dividends in respect of any class of share (without being obliged to pay interim dividends in respect of any other class of share)"

GENERAL MEETINGS

- 14 No business shall be transacted at any meeting unless quorum is present. One person entitled to vote upon the business to be transacted, such person being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

DIRECTORS

- 15 No person shall be appointed a Director at any general meeting unless
- (a) he is recommended by the Director, or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars that would, if he were so appointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed
- 16 The Director 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 number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting but shall be eligible for reappointment at such annual general meeting. If not so re-appointed he shall vacate office at the conclusion thereof
- 17 Any Director may act by himself or his firm in the professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director to act as Auditor for the Company
- 18 The Company shall not be subject to Section 293 of the Act, and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age
- 19 Unless and until otherwise determined by the Company in General Meeting the number of Directors (other than alternate directors) shall not be less than one. If at any time and from time to time there shall be only one Director (other than alternate directors) of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and the Regulation 89 in table A shall be modified to provide that in such circumstances the quorum for the transaction of any business of the Directors shall be one

BORROWING POWERS

- 20 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and subject to

Section 80 of the Act, 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