

Company No:1355923

THE COMPANIES ACTS 1948-1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

LIBRA HEALTH LIMITED



- 1 The name of the company is: Libra Health Limited.
- 2 The Registered Office of the company will be situated in England.
- 3 The objects for which the Company are established are:-
  - a) To provide in the United kingdom and throughout the world all forms of medical, surgical and nursing care and services including (but not limited to) physical and psychiatric rehabilitation and convalescent services (whether directly or indirectly) and either at the Company's own premises or at any other location and in connection therewith to operate and manage hospitals, rehabilitation centres, nursing homes and clinics, both residential and for out-patients and in connection therewith to provide all forms of ancillary services.
  - b) To carry on business as financiers, co-ordinators, administrators, controllers, supervisors, promoters and managers of business operations, activities, functions, duties, liabilities, obligations and transactions of persons, firms, companies or corporations and to provide on such terms as may be agreed premises, furniture and equipment and all general office services as might be required.
  - c) To carry on business as financial, investment, commercial, business management, public relations, advertising and business efficiency experts.
  - d) To carry on any other business of any description whatsoever which may seem to the Company or in the opinion of the Directors

thereof be advantageously carried on in connection with or ancillary to the objects of the Company or any of them and calculated directly or indirectly to render more profitable the Company's business.

- (e) To purchase or by any other means acquire, sell, lease, rent, licence, surrender, accept surrenders of, mortgage, charge or otherwise deal in any freehold, leasehold or other property wheresoever situate.
- (f) To erect, construct, pull down, dismantle, remove or replace, repair and maintain, alter, hire, enlarge and adapt any buildings both portable and otherwise and use the same for the Company's businesses or any of them.
- (g) To buy, sell, import, export, manufacture, exchange or part exchange, let on hire, build, construct, install, erect, enlarge, improve, adapt, dismantle, re-model, repair and maintain any engine, machinery, plant and material of any description capable of being conveniently made, used or sold in any of the businesses or trades aforesaid.
- (h) To purchase or by any other means acquire, take over and undertake all or any part of the business, property, liabilities and assets of any person, firm or company carrying on or formed to carry on any business for which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and which is calculated to advance the interests of this Company and make more profitable the Company's business and to pay cash or to issue shares, stock, debentures or debenture stock of this Company as the consideration for such purpose of acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (i) To enter into partnership or any arrangement of any kind with any person, persons, firm or company having for its objects similar objects to those of this Company or any of them with a view to increasing the business of the Company.
- (j) To purchase, subscribe for or otherwise acquire shares, stock or other interests in any Company or Corporation.
- (k) To act as agents or brokers for any person, firm or company and to undertake and perform sub-contracts for any person, persons, firms or companies and also to appoint such agents, sub-contractors and brokers and to act in any of the businesses of the Company through them.

- (l) To apply for, register, purchase or by any means acquire and protect and prolong and renew any trade marks, patents, licences, concessions and designs which may be capable of being dealt with by the Company or likely to benefit the Company and to grant licences or privileges thereout.
- (m) 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.
- (n)
  - (i) To borrow and raise money and secure any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages or charges upon 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, or by the creation and 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) of debentures, debenture stock or other obligations or securities of any description.
  - (ii) To guarantee, support or secure (whether or not with a view to receiving any consideration or benefit) the payment or repayment of any moneys, the discharge of any debts and liabilities, and the performance or observance of any obligations or commitments, by any person by entering into any guarantee or other engagement, by creating or granting a mortgage, charge, pledge, lien or encumbrance of any kind over, or by entering into any other type of transaction in relation to, all or any of the undertaking, property or assets of the Company, present and future, including its uncalled capital, by a combination of such methods, or in any other manner; and to provide indemnities in respect of every kind of claim, proceeding, tax, liability, loss, expense, failure, default or contingency, with or without securing the indemnity by a mortgage, charge, pledge, lien or other encumbrance;

- (iii) by creating or granting a mortgage, charge, pledge, lien or encumbrance of any kind over, or by entering into any other type of transaction in relation to, all or any of the undertaking, property or assets of the Company, present and future, including its uncalled capital, or in any other manner, to secure or in any other way support the payment or repayment of any moneys, the discharge of any debts and liabilities, and the performance or observance of any obligations or commitments, by the Company; and
- (iv) to enter into any agreement or arrangements as to the subordination or priority of any debts or liabilities which have been or may later be incurred by or to the Company or as to the ranking of any mortgage, charge, pledge, lien or other encumbrance which has been or may later be created or granted by or to the Company or which affects or may come to affect the property, assets or undertaking of the Company or any other person.
- (o) To invest and deal with the monies of the Company not immediately required in such shares or upon such securities and in such manner and on such conditions as may from time to time be determined.
- (p) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (q) To lend and advance money and give credit to any persons, firms or companies on such terms and conditions as the Company may decide.
- (r) To make advances to customers and others and allow them credit without security to enable them to purchase the goods, produce or products of the Company or use its services and for any other purpose calculated to enhance the Company's business.
- (s) To promote the Company's interests by advertising its products, works or services in any manner and to take part in competitions, displays and exhibitions and offer prizes, gifts and concessions to customers or prospective customers as might seem desirable.
- (t) To remunerate any person, firm or company rendering services to this Company in any manner whatsoever.

- (u) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers of the Company, their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to and assist any charitable association and assist in the promotion thereof.
- (v) To pay all and any expenses incurred in connection with the promotion, formation and incorporation of this Company and to promote or aid in the promotion of any other companies.
- (w) To distribute any property of the Company in specie among the members of the Company.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (y) Subject to and in accordance with the provisions of Section 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

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

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £200 divided into 200 shares of £1 each with power to increase or to divide the shares in the capital for the time being into different classes having such rights, privileges and advantages as to voting or otherwise as the Articles of Association may from time to time prescribe.

**THE COMPANIES ACT 1985**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**NEW ARTICLES OF ASSOCIATION**  
**OF**  
**LIBRA HEALTH LIMITED**  
**(adopted by Special Resolution passed 28 January 2000)**

**PRELIMINARY**

1. The Company is a private company within the meaning of the Companies Act 1985 ("the Act"), (which expression includes any statutory modification or re-enactment thereof for the time being in force) and the Regulations contained or incorporated in Table A in Statutory Instrument 805 of 1985, as altered by any enactment or statutory instrument coming into operation prior to these Articles becoming binding on the Company ("Table A") shall apply to the Company save insofar as they are excluded or varied by or inconsistent with these Articles of Association.

**SHARE CAPITAL**

2. The share capital of the Company is £200 divided into 200 Ordinary Shares of £1 each.
3. (1) Subject to the provisions of the Act and subject as below the un-issued shares of the Company as at the date of adoption of these Articles shall be under the control of the Directors who may allot and dispose of or grant options over them to such persons at such times and generally on such terms as the Directors think fit, save that shares shall not be issued for a consideration other than wholly cash without the prior sanction of a special resolution or an agreement in writing taking effect as such.  
  
(2) The Directors are by this Article generally and unconditionally (save as below) authorised for the purposes of Section 80 of the Act to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act). The maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles. Unless varied, revoked or renewed in accordance with Section 80 of the Act, such authority shall expire on the date five years from the date on which the resolution adopting these Articles is passed, save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement accordingly. Sections 89 to 94 (inclusive) shall accordingly be modified in their application to the Company.

- (3) All shares which the Directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and the subscription price, and limiting a period (not being less than fourteen days) within which the offer, if not in writing accepted or actually declined, will be deemed to be declined. After the expiration of that period, those shares 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 offered to them in writing; such further offer shall be made in like terms in the same manner and limited by such a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid shall be re-offered as aforesaid until such time as no member wishes to take further shares. Shares not accepted as aforesaid shall not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the members. The foregoing provisions of this Article shall (save where they modify the same) have effect subject to Section 80 of the Act. (4).
- (4) In deciding what number of shares to issue (and how and if at all to issue whole shares made up from what would otherwise be fractions of shares which cannot be issued pro rata under Article 3(3)) and if and to whom to issue other shares pursuant to Article 3(1), the Directors shall so exercise their powers as, as far as possible, to maintain the same balance of voting power and shareholding as exists at the date these Articles become the Articles of the Company, but no person dealing with the Company shall be concerned to see or enquire as to whether the provisions of this Article have been complied with unless he has express notice to the contrary.
- (5) No payment or distribution may be declared, made or paid on any share in the capital of the Company to the extent prohibited by the Finance Documents at any time whilst the Finance Documents remain in full force and effect, except to the extent that the Finance Documents are terminated or the duties and/or obligations of the Company under the Finance Documents are waived or discharged by the Majority Banks (as defined in the Senior Facility Agreement).

### **REDEEMABLE SHARES**

4. Subject to the provisions of Section 80 and Sections 159 to 161 (inclusive) of the Act, any shares may with the sanction of an ordinary resolution be issued on the terms that they are or are liable to be redeemed at the option of the Company or the member holding any such shares, on such terms and in such manner as the Company before the issue of the shares may by ordinary resolution determine.

### **LIEN**

5. The lien conferred by Regulation 8 of Table A shall extend to fully paid shares, and shall be for all moneys and other liabilities for the time being payable or due to the Company (whether or not due in respect of shares) by the holder thereof (or his estate) whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## **TRANSFER OF SHARES**

6. Subject to the provisions of regulation 24, any shares may only be transferred to any person with the consent in writing of all other members of the company.

Notwithstanding anything contained in the articles the directors shall not decline to register any transfer of shares, nor may they suspend the registration thereof, where such transfer is executed by any bank or institution to whom such shares have been charged by way of security, or by any nominee or nominees of such a bank or institution, pursuant to the power of sale under such security and certificate by any official of such bank or institution if the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.

## **PROCEEDINGS AT GENERAL MEETINGS**

7. No business shall be transacted at any meeting of members unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. Regulation 40 of Table A shall not apply.
8. A poll may be demanded by any member present in person or by proxy and having the right to vote at the meeting and Regulation 46 of Table A shall be modified accordingly.

## **VOTES OF MEMBERS**

9. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to a vote) and every person present as a proxy for a member or members (not being himself a member entitled to a vote) shall have one vote and on a poll every member shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

## **NUMBER OF DIRECTORS**

10. Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than two. Regulation 64 of Table A shall not apply.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

11. The Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person who is willing to act as a Director to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with the Articles. Regulations 73 to 80 (inclusive) of Table A (relating, inter alia, to retirement by rotation) shall not apply.



12. Without prejudice to any other provisions of or incorporated in the Articles governing the appointment and removal of Directors, any member or members together holding such of the Issued share capital for the time being of the Company as carries or would carry not less than 50% of the votes usually exercisable at general meetings of the Company may at any time and from time to time by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Directors or at any general meeting of the Company appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed (but such removal shall be without prejudice to any claim such Director may have for breach of contract against such member or members so removing him or the Company).

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

13. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

The office of a Director shall be vacated if:-

- (a) he becomes bankrupt or insolvent or makes any arrangement or compounds with his creditors generally;
- (b) he becomes of unsound mind or a patient for any purpose of any statute relating to mental health or becomes incapable by mental disorder, illness or injury of managing or administering his affairs, and in any such case the Directors resolve that his office be vacated;
- (c) he is prohibited by law from being a Director or ceases to be a Director by virtue of any statutory provision or is removed from office pursuant to the Articles;
- (d) (not being employed under a contract which precludes resignation) he resigns his office by notice in writing to the Company or tendered at a meeting of the Directors (in which case he shall cease to be a Director on the date stated in such notice);
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

Regulation 81 of Table A shall not apply.

15. Without prejudice to the provisions of the Act, the Company may at any time by extraordinary resolution remove a Director before the expiration of his period of office (but such removal shall be without prejudice to any claim such Director may have for breach of any contract between him and the Company) and may by ordinary resolution appoint another person to be a Director in his place.

## **PROCEEDINGS OF DIRECTORS**

16. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless and until so fixed, shall, except when one Director only is in office, be two. A person who holds office only as an Alternate Director shall, if he but not his appoint or is present, be counted in the quorum. Whenever the minimum number of Directors to form a quorum is one and one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by the regulations of the Company, the Act or the general law are conferred on the Directors. No person dealing with the Company shall be concerned to see or enquire as to the quorum at any time in force. Regulation 89 of Table A shall not apply.
17. Subject where applicable to disclosure in accordance with Section 317 of the Act, a Director shall be entitled to vote on any resolution in respect of any transaction or arrangement in which he is interested or has a duty and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 and 96 of Table A shall be modified and extended accordingly.

## **POWERS OF DIRECTORS**

18. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and (subject to the provisions of the Act) to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

## **NOTICES**

19. Any notice or other document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a first class or a second class pre-paid letter addressed to such member at his registered address as appearing in the register of members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with the Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post shall be deemed to have been duly served or delivered in the case of first class post on the first day (and in the case of second class post on the second day) following the day on which the same was put in the post and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed,

stamped and put in the post. Regulations 112 (other than the final sentence which shall apply), 115 and 116 of Table A shall not apply.

20. Any member (or other person) upon whom service could have validly been made by the Company in respect of any holding or otherwise may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
21. No persons entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to receive notices of meetings of the Company unless and until they become members of the Company. Regulation 38 of Table A shall be modified accordingly.

### INDEMNITY

- I. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Regulation 118 of Table A shall be extended and overridden accordingly.