



Please do not
write in this
binding margin



Please complete
legibly, preferably
in black type, or
bold block
lettering

*Insert full name
of Company

†Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
Company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

THE COMPANIES ACTS 1948 TO 1981

Declaration of compliance with the requirements on application for registration of a company

41a

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

☐ ☐ ☐

Name of Company

I, MAVIS JUNE LATTER
of 47 BRUNSWICK PLACE
LONDON
N1 6EE

do solemnly and sincerely declare that I am† a person named as Secretary of the Company in
the statement delivered under section 21 of the Companies Act 1976.

of* ISOBARON
Limited

and that all the requirements of the Companies Acts 1948 to 1981
in respect of the registration of the said company
and of matters precedent and incidental thereto have been complied with.
And I make this solemn Declaration conscientiously believing
the same to be true and by virtue of the provisions of the
Statutory Declarations Act 1835

Declared at FLAT 1, CHATSWORTH HOUSE
65 LONDON ROAD
TWICKENHAM, MIDDLESEX

Signature of Declarant

the First day of July
One thousand nine hundred and Eighty-Five

before me [Signature]
A Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name, address and
reference (if any):

For official use

New companies section

Post room



Printed and supplied by:-

Jordan & Sons Limited Company Formation and Information Services Stationers and Publishers
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone. 01-253 3030 Telex: 261010

1946682

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF



ISOBARON LIMITED ✓

1. The Company's name is " *ISOBARON LIMITED* ✓
2. The Company's registered office is to be situated in England and Wales. ✓
3. The Company's objects are:-

(a) To carry on all or any of the businesses of travel agents, and to organise, arrange and facilitate travelling, whether by air, rail, sea, road or otherwise, and to provide passengers, travellers and tourists with hotel and other services and conveniences of all kinds; to promote, establish and organise travel clubs; to organise holidays, trips, tours and the like, to carry on the businesses of proprietors of travel bureaux, theatre booking and ticket agencies of all kinds, air charter brokers and contractors, amusement caterers, theatrical and advertising contractors, haulage and transport contractors, railway, shipping and forwarding agents and contractors, universal providers, charterers, hirers, letters on hire of, plyers for hire with and manufacturers, repairers and merchants of, and dealers in aircraft, motor cars, coaches, cabs, vans and other vehicles, boats, yachts and vessels of all descriptions; importers and exporters, merchants of and dealers in foodstuffs, produce, goods, wares and merchandise of all kinds, tobacconists and confectioners, newsagents, general caterers, laundry proprietors, hairdressers, jewellers, general merchants and traders; and to manufacture, buy, sell and deal in goods, wares, produce, merchandise and materials, articles and things of all kinds necessary or useful for carrying on the foregoing businesses, or any of them, or likely to be required by customers of, or persons having dealings with the Company.

JORDAN & SONS LTD

47 FINSBURY LANE LONDON EC2A 3BB
TEL 61 263 3330

LONDON EC2A 3BB
TELEX 26010



(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) 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).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (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.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each Subscriber
------------------------------------	---



1. Michael Richard Counsell,
15, Pembroke Road,
Bristol. BS99 7DX
Commercial Manager. ✓

- One



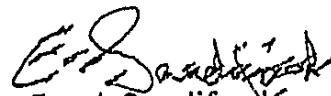
2. Christopher Charles Hadler,
15, Pembroke Road
Bristol. BS99 7DX
Commercial Manager.

- One

Total shares taken - Two

Dated 01-07-85

Witness to the above Signatures,



Errol Sandiford,
15, Pembroke Road
Bristol. BS99 7DX
Clerk.

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ISOBARON LIMITED ✓

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and 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 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 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; 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 not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) 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.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) 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; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, 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.

(f) 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 number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. 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 Section 80 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.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

13. (a) 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or 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.


(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES


14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

Names and Addresses of Subscribers



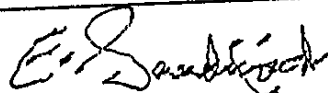
1. Michael Richard Counsell,
15, Pembroke Road,
Bristol. BS99 7DX.
Commercial Manager.
- 



2. Christopher Charles Hadler,
15, Pembroke Road,
Bristol. BS99 7DX.
Commercial Manager.
- 

Dated 01-07-85

Witness to the above Signatures,



Errol Sandiford,
15, Pembroke Road,
Bristol. BS99 7DX.
Clerk.



Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold black lettering

To the Registrar of Companies

For official use

1946682/1

Name of company

ISOBARON LIMITED

* insert full name
of company

The intended situation of the registered office of the company on incorporation is as stated below

47, Brunswick Place,
London, N1 6EE

Postcode

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

JORDAN & SONS LIMITED,

Jordan House,

47, Brunswick Place, London N1 6EE

Postcode

Number of continuation sheets attached (see note 1)

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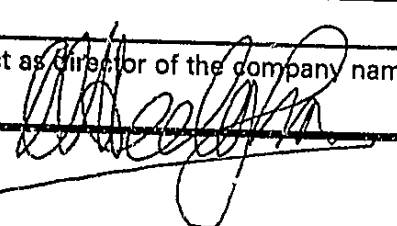
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General Section

Post room

DIRECTOR

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

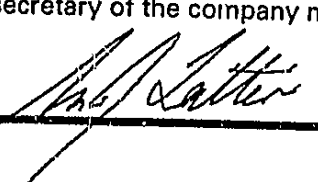
Name (note 3) DAVID STEWART HODGSON		Business occupation MANAGER
Previous name(s) (note 3) NONE		Nationality BRITISH
Address (note 4) 47, Brunswick Place, London, N1 6EE		Date of birth (where applicable) (note 6)
Postcode		
Other directorships † NONE		
I consent to act as director of the company named on page 1		
Signature 		Date 01-07-85

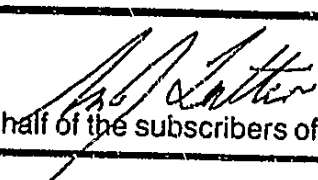
† enter particulars of other directorships held or previously held (see note 2) if this space is insufficient use continuation sheet

SECRETARY

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please do not write in this margin

Name (notes 3 & 7) MAVIS JUNE LATTER	
Previous name(s) (note 3) : NONE	
Address (notes 4 & 7) 47, Brunswick Place, London, N1 6EE	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature 	Date 01-07-85

Signed by or on behalf of the subscribers of the memorandum* 	
Date 01-07-85	

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

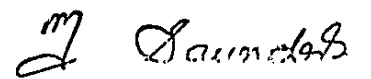
No. 1946682

I hereby certify that

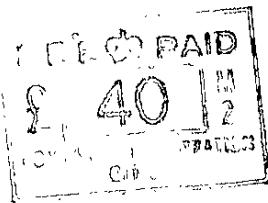
ISOBARON LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 12TH SEPTEMBER 1985


M. SAUNDERS (MBS)

an authorised officer



Company No. 1946682 / 6

THE COMPANIES ACT 1985

SPECIAL RESOLUTION OF
ISOBARON LIMITED

At an Extraordinary General Meeting of the Company held at Grindall House, 25 Newgate Street, London EC1A 7LH on 23 October 1985 at 3 p.m. the following resolution was passed as a special resolution.

1. That the Company's name be changed to Westminster Health Care Limited.

PK

CJ Arnheim

C.J. Arnheim
Secretary

Presented by:

Freshfields (RMN/CJA)
25 Newgate Street
London EC1A 7LH



N/W

£80 P/2

067 45/6

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1946622

17

I hereby certify that

ISOBARON LIMITED

having by special resolution changed its name, is now

incorporated under the name of

WESTMINSTERY HEALTH CARE LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 31ST OCTOBER 1985

M. Saunders
M. SAUNDERS (MRS)

an authorised officer

THE COMPANIES ACT 1985

Company Number 1946682



SPECIAL RESOLUTION OF

ISOBARON

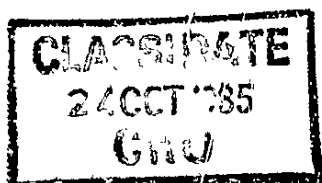
..... LIMITED

We, the undersigned, Michael Richard Counsell and Christopher Charles Hadler, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the Memorandum of Association of the Company be altered by deleting sub-clause (a) of Clause 3 and by substituting therefor the following new sub-clause:

(a) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private hospitals or nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comforts and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and attendants for the skilful treatment of patients (whether suffering from physical, mental, or any other disorders); to provide and supply all such necessities, provisions and clothing as may be required; to educate and train medical students, nurses, and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of, and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture, and deal in all articles, goods, wares, material, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.



DATE SENT: 24 OCT 1985
TO: HART & CO. LTD.
FROM: HART & CO. LTD.
10, BERNARD PLACE, LONDON, N1 6EE

Cont.....

Dated this 21st

day of October

198 5

Signed *M R Counsell* (M R Counsell)

..... *C C Hadler* (C C Hadler)

H 203958



24/11
No. of Company 1946682

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

Memorandum and Articles of Association of

WESTMINSTER HEALTH CARE LIMITED

(Incorporated the 12th day of September 1985)

THIS DOCUMENT IS FILED FOR
SECTION 18 OF THE COMPANIES
ACT 1985

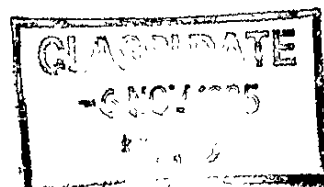
SENT BY:

HART & CO. LTD.
47 BRUNSWICK PLACE LONDON N1 6EE

TEL 01 250 1841



Hart & Co. Limited
Company Formation and Information Services
Printers and Publishers
47, Brunswick Place, London N1 6EE
Telephone 01-250-1841 Telex 24653



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

WESTMINSTER HEALTH CARE LIMITED

(As altered by Special Resolution passed on the 21st day of October 1985)

1. The Company's name is "WESTMINSTER HEALTH CARE LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(a) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private hospitals or nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comforts and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and attendants for the skilful treatment of patients (whether suffering from physical, mental, or any other disorders); to provide and supply all such necessities, provisions and clothing as may be required; to educate and train medical students, nurses, and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of, and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture, and deal in all articles, goods, wares, material, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.



(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) 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).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (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.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
------------------------------------	---

1. Michael Richard Counsell, 15, Pembroke Road, Bristol. BS99 7DX	- One
---	-------

2. Christopher Charles Hadler, 15, Pembroke Road, Bristol. BS99 7DX	- One
---	-------

Total Shares taken	- Two
--------------------	-------

Dated the 1st day of July 1985

Witness to the above Signatures:- Errol Sandiford,
15, Pembroke Road
Bristol. BS99 7DX

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

WESTMINSTER HEALTH CARE LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the



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 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 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; 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 not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) 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.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) 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; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, 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.

(f) 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 number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. 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 Section 80 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.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

13. (a) 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or 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.

(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

Names and Addresses of Subscribers

1. Michael Richard Counsell,
15, Pembroke Road,
Bristol. BS99 7DX

2. Christopher Charles Hadler,
15, Pembroke Road,
Bristol. BS99 7DX

Dated the 1st day of July 1985

Witness to the above Signatures:- Errol Sandiford,
15, Pembroke Road
Bristol. BS99 7DX

G

Notice of accounting reference date
(to be delivered within 6 months of
incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

1116

1946682

Name of company

* Westminster Health Care Limited

* Insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

31 05

6 April
Day Month

05 04

30 June
Day Month

30 06

31 December
Day Month

31 12

* Delete as
appropriate

Signed

X John Hancock

[Director][Secretary]† Date

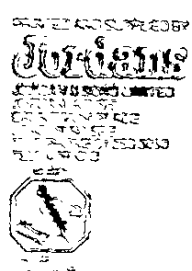
4th December 1985

Presenter's name address and
reference (if any):

For official Use
General Section

Post room

General Section	Post room
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13

THE COMPANIES ACT 1985
WESTMINSTER HEALTH CARE LIMITED

At an Extraordinary General Meeting of the Company held at Grindall House, 25 Newgate Street, London EC1A 7LH on 19 November 1985, at 9.45 a.m. the following resolution was passed as a special resolution.

RESOLUTION

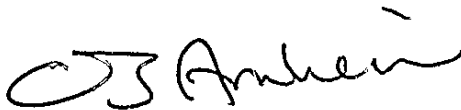
1. That:

- (a) the regulations contained in the document marked "A" and signed for identification by the Chairman of the meeting be hereby adopted as the articles of association in substitution for, and to the exclusion of, all existing articles of association of the Company; and
- (b) the issued and unissued Ordinary Shares of £1 each in the Company be re-designated as follows:
 - (i) 49 of the unissued Ordinary Shares of £1 each in the Company and the one issued Ordinary Share of £1 in the Company registered in the name of NME (UK) Limited be redesignated as "A" Ordinary Shares of £1 each in the Company; and
 - (ii) 49 of the unissued Ordinary Shares of £1 each in the Company and the one issued Ordinary Share of £1 in the Company registered in the name of P.R. Carter and M.M Bradford be redesignated as "B" Ordinary Shares of £1 each in the Company; and
- (c) the authorised share capital of the Company be increased to £1,000,000 by the creation of a further 749,950 "A" Ordinary Shares of £1 each, each to rank pari passu in all respects with the existing "A" Ordinary Shares and "B" Ordinary Shares respectively; and
- (d) the Directors be authorised and empowered pursuant to Section 80 of the Companies Act 1985 to allot and issue up to 749,999 "A" Ordinary Shares of £1 each, and 249,999 "B" Ordinary Shares of £1 each in the Company, each on such terms as they think fit, and in each case as if Section 89(1) of the Companies Act 1985 did not apply to such allotment; and



- (e) £1,000,000 Floating Rate Loan Stock 1992 be created, to be constituted by a Loan Stock Instrument in the form of the Instrument produced to the meeting and signed by the Chairman for the purpose of identification.

19 November 1985



C J Arnheim
Chairman

Presented by:

Freshfields (RMN/CJA)
25 Newgate Street
London EC1A 7LH

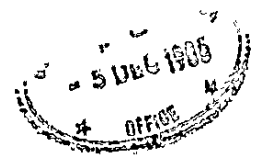
Pursuant to Section 18(2) and Section 380 of the
Companies Act 1985.

9/1

1946682

14

MEMORANDUM AND ARTICLES
OF
ASSOCIATION
of
WESTMINSTER HEALTH CARE LIMITED



19 November 1985

FRESHFIELDS



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 1946682

I hereby certify that

ISOBARON LIMITED

having by special resolution changed its name, is now
incorporated under the name of
WESTMINSTER HEALTH CARE LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 31ST OCTOBER 1985

M. Saunders
M. SAUNDERS (MRS)

an authorised officer



CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

No. 1946682

I hereby certify that

ISOBARON LIMITED

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

Given under my hand at the Companies Registration Office,

Cardiff the

12TH SEPTEMBER 1985

A handwritten signature in cursive script, appearing to read 'M. Saunders'.

M. SAUNDERS (MRS)

an authorised officer

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

WESTMINSTER HEALTH CARE LIMITED

(As altered by Special Resolution passed on the 21st day of October 1985)

1. The Company's name is "WESTMINSTER HEALTH CARE LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private hospitals or nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comforts and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and attendants for the skilful treatment of patients (whether suffering from physical, mental, or any other disorders); to provide and supply all such necessities, provisions and clothing as may be required; to educate and train medical students, nurses, and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of, and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture, and deal in all articles, goods, wares, material, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.



(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) 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).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (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.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
------------------------------------	---

1. Michael Richard Counsell, 15, Pembroke Road, Bristol. BS99 7DX	- One
---	-------

2. Christopher Charles Hadler, 15, Pembroke Road, Bristol. BS99 7DX	- One
---	-------

Total Shares taken	- Two
--------------------	-------

Dated the 1st day of July 1985

Witness to the above Signatures:- Errol Sandiford,
15, Pembroke Road
Bristol. BS99 7DX

ARTICLES OF ASSOCIATION of
WESTMINSTER HEALTH CARE LIMITED

The Companies Act 1985

As at 19 November, 1985

Company Limited by Shares
No. 1946682

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company - in regulation 24: the words "which is not a fully paid"; in regulation 62(a): the words "not less than 48 hours; in regulation 62(c): the words "not less than 24 hours"; in regulation 88: the last two sentences; regulation 89; regulations 93 to 98 inclusive.

SHARES

3. The share capital of the Company at the date of the adoption of these Articles is £1,000,000 divided into £750,000 "A" Ordinary Shares of £1 each and £250,000 "B" Ordinary Shares of £1 each. The rights attaching to "A" Ordinary Shares and "B" Ordinary Shares shall be in all respects identical except that:
 - (a) the holder or holders for the time being of the majority of the "A" Ordinary Shares (the "A Shareholder") shall be entitled by notice in writing to the Company to appoint and remove (i) the Chairman of the board of directors and of any general meeting of the Company, and (ii) the Secretary of the Company; and
 - (b) The A Shareholder may appoint two persons to be directors of the Company, and the holder or holders for the time being of the majority of the "B" Ordinary Shares (the "B Shareholder") may appoint two persons to be directors of the Company. In these Articles, the expression "A" Director and "B" Director designate directors appointed by the A Shareholder and B Shareholder respectively.
4. (1) Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors, and they may (subject as aforesaid) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit.
 - (2) The Company is a private company and accordingly
 - (a) no shares in or debentures of the Company may be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any

shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Companies Act 1985 shall apply for the purposes of this Article as they apply for the purposes of that Act;

- (b) the Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

5. (1) Save as provided in these Articles no member of the Company shall, without the written consent of all the other members of the Company, be permitted to sell transfer or otherwise dispose, or create any charge or encumbrance over, of any legal or beneficial interest in the shares registered in its name.

(2) The A Shareholder shall be free to transfer all but not some of the shares registered in its name to another company incorporated and resident in the United Kingdom which is a member of the group of companies (as defined for the purposes of section 258 of the Income and Corporation Taxes Act 1970) of which the A Shareholder is a member.

- (3) (a) The B Shareholder may, if so permitted by this Article 5(3), transfer all (but not part) of the shares registered in its name to an independent third party at any time after 30 November 1991.
- (b) If the B Shareholder wishes to transfer any Shares registered in its name at any time after 30 November 1991 pursuant to a bona fide offer made by an independent third party, it shall give notice in writing (a "transfer notice") to the A Shareholder. Such notice shall be accompanied by a copy of the bona fide offer and full particulars of its terms and shall specify the price per share of such offer (the "offer price") and shall constitute an offer of sale by the B Shareholder of all but not some of the shares registered in its name to the A Shareholder at the offer price and otherwise on the terms of the bona fide offer. A transfer notice once given shall not be revocable.
- (c) The offer contained in any transfer notice shall be open for acceptance (in whole but not in part) within twenty eight-days from the date of its despatch and shall be accepted by the A Shareholder by notice in writing to the B Shareholder; such notice shall contain an undertaking by A Shareholder not to dispose of any shares so acquired within two years of the date of transfer of those shares, except with the consent of the B Shareholder (such consent not to be unreasonably withheld).
- (d) Following acceptance of the offer contained in a transfer notice in accordance with the foregoing provisions, the B Shareholder shall be bound, upon payment of the offer price

to transfer all of the shares registered in its name to the A Shareholder.

- (e) If the offer contained in a transfer notice is not accepted by the A Shareholder within the period prescribed above or the shares are not paid for in accordance with the terms of the transfer notice, the B Shareholder may within three months of the expiry of the date for acceptance of a transfer notice transfer all of the shares registered in its name in accordance with and on the terms of the bona fide offer to the said third party.

(4) If the B Shareholder, after becoming bound to transfer the shares registered in its name to the A Shareholder under any of the provisions of this Article 5, fails within 7 days to transfer those shares, the Company may receive the purchase money from the A Shareholder, and the B Shareholder shall be deemed to have appointed any one director or the Secretary of the Company as its agent to execute a transfer of those shares to the A Shareholder and, upon execution of such transfer, the Company shall hold the purchase money in trust for the B Shareholder. The receipt of the Company for the purchase money shall be a good discharge to the A Shareholder.

(5) The A Shareholder shall be free to transfer all but not some of the shares registered in its name to any person or persons at any time after 30 November 1991.

DIRECTORS AND ALTERNATE DIRECTORS

6. (1) A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.

(2) At the end of regulation 65 of Table A, as applicable to the Company, there shall be added the following sentence -

"Any alternate director shall be regarded as an "A" Director or "B" Director according to whether his appointor is an "A" Director or "B" Director respectively."

(3) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -

"The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".

(4) At the end of the regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -

"A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he

represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present."

INTEREST OF DIRECTORS

7. A director may vote on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

APPOINTMENT AND REMOVAL OF DIRECTORS

8. (1) The maximum number of directors shall be four.

(2) Every appointment or removal of Directors in accordance with the provisions of these Articles shall be in writing and signed by or on behalf of the appointor and shall take effect upon receipt at the registered office of the Company or by the secretary.

(3) The directors shall have power to remove any director appointed by a person who has ceased to hold the majority of the issued "A" Ordinary Shares or "B" Ordinary Shares of the Company (as the case may be).

(4) Regulations 73 to 80 (inclusive) of Table A (Appointment and Retirement of Directors) shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (1) No meeting of the directors shall be held (except with the unanimous consent of all the directors of the Company) until seven clear days after notice of meeting has been given in writing to each director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of meeting) may only be conducted at the meeting with the unanimous consent of all the directors of the Company. A notice of meeting of the directors shall be given by post or telex or otherwise as agreed with each director and each director shall notify the Company of a postal or telex address for this purpose. Such notice of meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal or telex or other address specified by the director,

(a) in the case of a letter sent by post, on the third business day after posting; and

(b) in the case of a telex or other electronic transmission, on the business day immediately following the date of despatch.

(2) The quorum for the transaction of the business of the directors shall be one "A" Director and one "B" Director, provided that if during a meeting of the directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

(3) A resolution which has been agreed upon and signed by all the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of the directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors, and for this purpose -

- (a) a resolution to which an alternate director has agreed need not also be agreed to by his appointor; and
- (b) a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.

(4) If at any meeting of the directors, the number of votes cast for and against any resolution are equal, the meeting shall be adjourned until such further date as all the directors of the Company may agree (being a date not more than 56 nor less than 28 days from the date of that meeting) or failing such agreement on the first business day following the fifty-sixth day after that meeting, when a further vote shall be taken on that resolution.

(5) Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the directors or of a committee of the directors may consist of a conference between a quorum of directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and to be heard by each of the others; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

(6) For the avoidance of doubt, the Chairman of the Board of directors shall not have a casting vote on any resolution put to a vote at any meeting of the directors.

ISSUE OF REDEEMABLE SHARES

10. Subject to the provisions of Chapter VII of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be determined by the Company in general meeting; regulation 3 in Table A shall not apply to the Company.

PROTECTION OF MINORITY

11. If the B Shareholder at any time notifies the Company in writing that the business of the Company or the value of, or its rights and interests in, the shares registered in its name could be or have been

in any way prejudiced as a result of any action proposed or taken by the A Shareholder or the A Directors, then unless the B Shareholder subsequently confirms to the Company in writing that it does not wish the Company to be wound up, the Board shall convene an Extraordinary General Meeting of the Company to be held within 6 months from the date on which that first notice is received by the Company. Except with the written consent of all the other members of the Company, each member present in person or by proxy and entitled to vote at such Extraordinary General Meeting shall be obliged to vote in favour of such resolution.

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

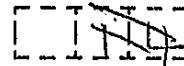
Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



1946682/17

Name of company

* insert full name
of company

* WESTMINSTER HEALTH CARE LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 19 November 1985 the nominal capital of the company has been
increased by £ 999,900 beyond the registered capital of £ 100.

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

pari passu in all respects with the existing
"A" Ordinary Shares and "B" Ordinary Shares
respectively and in accordance with the
Company's Articles of Association

Please tick here if
continued overleaf† delete as
appropriate

Signed

[Director][Secretary]† Date

18 December 1985.

Presentor's name address and
reference (if any):For official Use
General Section

Post room 20 DEC 1985

22 12.

THE COMPANIES ACT 1985


COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF
WESTMINSTER HEALTH CARE LIMITED

At an Extraordinary General Meeting of the Company held at
45 Charles Street London on 23rd January 1987 the following
resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

That each 'A' Ordinary Share of £1 each and each 'B' Ordinary
Share of £1 each in the capital of the Company be and is hereby
converted into one Ordinary Share, each such Ordinary Share
ranking pari passu in all respects and forming one class of
share.

..... 
Chairman





**Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**

122

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

H

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[123]

1946682

Name of company

WESTMINSTER HEALTHCARE LIMITED

* insert full name
of company

gives notice that:

Pursuant to a special resolution passed on 23 January 1987:-

- (i) each of the 'A' Ordinary Shares of £1 each were consolidated into Ordinary Shares of £1 each;
- (ii) each of the 'B' Ordinary Shares of £1 each were consolidated into Ordinary Shares of £1 each.

† delete as
appropriate

Signed

[Director][Secretary]† Date

23/1/87.

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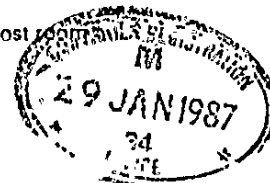


Presenter's name address and
reference (if any):

Herbert Smith
Watling House
35 Cannon Street
LONDON
EC4M 5SD

For official Use
General Section

Post



THE COMPANIES ACT 1985

1946682
24


COMPANY LIMITED BY SHARES 01

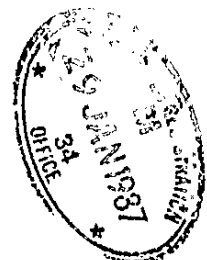
SPECIAL RESOLUTION
OF
WESTMINSTER HEALTH CARE LIMITED

At an Extraordinary General Meeting of the Company held at
45 Charles Street London on 23rd January 1987 the following
resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

That the regulations contained in Schedule A attached hereto and
signed for identification purposes by the Chairman of the
meeting be adopted as the Articles of Association of the Company
in substitution for and to the exclusion of the existing
articles of association of the Company.

.....

Chairman



SCHEDULE A

No. 1946682

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

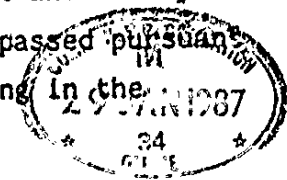
**Amended pursuant to a Special Resolution
of the Company passed on []**

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company - in regulation 24: the words "which is not a fully paid"; in regulation 62(a): the words "not less than 48 hours; in regulation 62(c): the words "not less than 24 hours"; regulation 83; in regulation 88: the last two sentences; regulation 89; regulations 93 to 98 inclusive.

SHARES

3. The share capital of the Company shall be £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each.
4. (1) Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the



capital of the Company shall be at the disposal of the directors, and they may (subject as aforesaid) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit.

- (2) The Company is a private company and accordingly
- (a) no shares in or debentures of the Company may be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Companies Act 1985 shall apply for the purposes of this Article as they apply for the purposes of that Act;
 - (b) the Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

5. (1) Save as provided in these Articles no Member of the Company shall without the written consent of all the other members of the Company be permitted to sell, transfer or otherwise dispose, or create any charge or encumbrance over, or any legal or beneficial interest in the shares registered in its name.
- (2) The holder or holders for the time being of over 50 per cent. of the issued nominal share capital in the Company (the "Majority Shareholder") shall be free to transfer all but not some of the shares registered in its name to another company incorporated and resident in the United Kingdom which is a member of the group of companies (as defined for the purposes of a section 258 of the Income and Corporation Taxes Act 1970) of which the majority shareholder is a member.
- (3) (a) The holder or holders for the time being of 25 per cent. or less of the issued nominal share capital in the Company (the "Minority Shareholders") may, if so permitted by this Article 5(3), transfer all (but not part) of the shares then registered in its respective

name to an independent third party at any time after 30th November 1991.

- (b) If the Minority Shareholder wishes to transfer any Shares registered in its name at any time after 30th November 1991 pursuant to a bona fide offer made by an independent third party, it shall give notice in writing (a "Transfer Notice") to the Majority Shareholder. The Transfer Notice shall be accompanied by a copy of a bona fide offer and full particulars of its terms and shall specify the price per share of such offer (the "Offer Price") and shall constitute an offer of sale by the Minority Shareholder of all but not some of the shares registered in its name to the Majority Shareholder at the Offer Price and otherwise on the terms of the bona fide offer. A Transfer Notice once given shall not be revocable.
- (c) The offer contained in any Transfer Notice shall remain open for acceptance (in whole but not in part) for thirty days from the date of its dispatch and shall be accepted by the Majority Shareholder by notice in writing to the Minority Shareholder, such notice shall contain an undertaking by the Majority Shareholder not to dispose of any shares so acquired within 2 years of the date of transfer of these shares, except with the consent of the Minority Shareholder (such consent not to be unreasonably withheld).
- (d) Following acceptance of the offer contained in a Transfer Notice in accordance with the foregoing provisions, the Minority Shareholder shall be bound, upon payment of the Offer Price, to transfer all of the shares registered in its name to the Majority Shareholder.
- (e) If the offer contained in a Transfer Notice is not accepted by the Majority Shareholder within the period prescribed above or the shares are not paid for in accordance with the terms of the Transfer Notice, the Minority Shareholder may within three months of the expiry of the date for acceptance of a Transfer Notice

transfer all of the shares registered in its name in accordance with and on the terms of the bona fide offer to the said third party.

- (4) If the Minority Shareholder, after becoming bound to transfer the shares registered in its name to the Majority Shareholder under any of the provisions of this Article 5, fails within 7 days to transfer those shares, the Company may receive the purchase money from the Majority Shareholder, and the Minority Shareholder shall be deemed to have appointed any Director or the Secretary of the Company as its agent to execute a transfer of those share to the Majority Shareholder. and upon execution of such transfer, the Company shall hold the purchase money in trust for the Minority Shareholder. The receipt of the Company of the purchase money shall be a good discharge to the Majority Shareholder.
- (5) The Majority Shareholder shall be free to transfer all but not some of the shares registered in its name to any person at any time after 30 November 1991.
- (6) If at any General Meeting a poll is duly demanded on a resolution to delete or amend the provisions of this Article 5 the Minority Shareholder shall have ten votes for each share of which he is the holder if voting against such resolution. Clause 54 in Table A shall be modified accordingly.

DIRECTORS AND ALTERNATE DIRECTORS

6. (1) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of seventy or any other age.
- (2) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -

"The appointment of an Alternate Director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as Director."
- (3) At the end of the regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -

"A Director or any other person may act as Alternate Director to represent more than one Director, and an Alternate Director shall be entitled at meetings of the Board of Directors or any committee of the Board of Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, and he shall count separately both in his office as Director and Alternate Director for the purpose of determining whether a quorum is present."

INTEREST OF DIRECTORS

7. A Director may vote on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other Directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

APPOINTMENT AND REMOVAL OF DIRECTORS

8. (1) The maximum number of Directors shall be seven.
- (2) A member or members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned, or in the case of a corporate member, signed by one of its directors on its behalf and shall take effect upon receipt at the registered office of the Company or by the Secretary.
- (3) The majority shareholder shall have the right by notice in writing to the Company to appoint and remove (i) the Chairman or the board of directors and of any general meeting of the Company, and (ii) the Secretary of the Company.

- (4) Regulations 73 to 80 (inclusive) of Table A (Appointment and Retirement of Directors) shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (1) The Board of Directors shall hold not less than four regular meetings in each year at such times and places as shall be approved by the Board of Directors.
- (2) No meeting of the Board of Directors shall be held (except with the unanimous consent of all the Directors of the Company) until seven clear days after notice of meeting has been given in writing to each Director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of meeting) may only be conducted at the meeting with the unanimous consent of all the Directors of the Company. A notice of meeting of the Directors shall be given by post, telex, telefax or otherwise as agreed with each Director and each Director shall notify the Company of a postal, telex or telefax address for this purpose. Such notice of meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal, telex or telefax address specified by the Director.
- (a) in the case of a letter sent by post, on the third business day after posting; and
- (b) in the case of a telex or telefax transmission, on the business day immediately following the date of despatch.
- (3) The quorum for the transaction of the business of the Directors shall be the entire board for the time being, provided that if during a meeting of the Directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. Alternate Directors may attend meetings, even if his appointor is present. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

- (4) A resolution which has been agreed upon and signed by all the Directors for the time being entitled to receive notice of a special meeting of the Board of Directors or of a committee of the Board of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or (as the case may be) that committee of the Board of Directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors, and for this purpose -
- (a) a resolution to which an Alternate Director has agreed need not also be agreed to by his appointor; and
 - (b) a resolution to which a Director who has appointed an Alternate Director has agreed need not also be agreed to by the Alternate Director in that capacity.
- (5) Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the Board of Directors or of a committee of the Board of Directors may consist of a conference between a quorum of Directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and to be heard by each of the others; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

DIRECTORS' EXPENSES

10. The directors may be paid all reasonable and necessary 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. However, for the avoidance of doubt, no director shall be entitled to any remuneration in connection with such attendance or discharge.

ISSUE OF REDEEMABLE SHARES

11. Subject to the provisions of Chapter VII of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as shall be determined by the Company

in general meeting; regulation 3 in Table A shall not apply to the Company.

A handwritten signature in black ink, appearing to be 'R. H. H.', written over a horizontal dotted line.

CHAIRMAN

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

Amended pursuant to a Special Resolution
of the Company passed on 23.1.1987

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company - in regulation 24: the words "which is not a fully paid"; in regulation 62(a): the words "not less than 48 hours"; in regulation 62(c): the words "not less than 24 hours"; regulation 83; in regulation 88: the last two sentences; regulation 89; regulations 93 to 98 inclusive.

SHARES

3. The share capital of the Company shall be £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each.
4. (1) Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the

capital of the Company shall be at the disposal of the directors, and they may (subject as aforesaid) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit.

- (2) The Company is a private company and accordingly
- (a) no shares in or debentures of the Company may be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Companies Act 1985 shall apply for the purposes of this Article as they apply for the purposes of that Act;
 - (b) the Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

5. (1) Save as provided in these Articles no Member of the Company shall without the written consent of all the other members of the Company be permitted to sell, transfer or otherwise dispose, or create any charge or encumbrance over, or any legal or beneficial interest in the shares registered in its name.
- (2) The holder or holders for the time being of over 50 per cent. of the issued nominal share capital in the Company (the "Majority Shareholder") shall be free to transfer all but not some of the shares registered in its name to another company incorporated and resident in the United Kingdom which is a member of the group of companies (as defined for the purposes of a section 258 of the Income and Corporation Taxes Act 1970) of which the majority shareholder is a member.
- (3) (a) The holder or holders for the time being of 25 per cent. or less of the issued nominal share capital in the Company (the "Minority Shareholders") may, if so permitted by this Article 5(3), transfer all (but not part) of the shares then registered in its respective

name to an independent third party at any time after 30th November 1991.

- (b) If the Minority Shareholder wishes to transfer any Shares registered in its name at any time after 30th November 1991 pursuant to a bona fide offer made by an independent third party, it shall give notice in writing (a "Transfer Notice") to the Majority Shareholder. The Transfer Notice shall be accompanied by a copy of a bona fide offer and full particulars of its terms and shall specify the price per share of such offer (the "Offer Price") and shall constitute an offer of sale by the Minority Shareholder of all but not some of the shares registered in its name to the Majority Shareholder at the Offer Price and otherwise on the terms of the bona fide offer. A Transfer Notice once given shall not be revocable.
- (c) The offer contained in any Transfer Notice shall remain open for acceptance (in whole but not in part) for thirty days from the date of its dispatch and shall be accepted by the Majority Shareholder by notice in writing to the Minority Shareholder, such notice shall contain an undertaking by the Majority Shareholder not to dispose of any shares so acquired within 2 years of the date of transfer of these shares, except with the consent of the Minority Shareholder (such consent not to be unreasonably withheld).
- (d) Following acceptance of the offer contained in a Transfer Notice in accordance with the foregoing provisions, the Minority Shareholder shall be bound, upon payment of the Offer Price, to transfer all of the shares registered in its name to the Majority Shareholder.
- (e) If the offer contained in a Transfer Notice is not accepted by the Majority Shareholder within the period prescribed above or the shares are not paid for in accordance with the terms of the Transfer Notice, the Minority Shareholder may within three months of the expiry of the date for acceptance of a Transfer Notice

transfer all of the shares registered in its name in accordance with and on the terms of the bona fide offer to the said third party.

- (4) If the Minority Shareholder, after becoming bound to transfer the shares registered in its name to the Majority Shareholder under any of the provisions of this Article 5, fails within 7 days to transfer those shares, the Company may receive the purchase money from the Majority Shareholder, and the Minority Shareholder shall be deemed to have appointed any Director or the Secretary of the Company as its agent to execute a transfer of those share to the Majority Shareholder. and upon execution of such transfer, the Company shall hold the purchase money in trust for the Minority Shareholder. The receipt of the Company of the purchaser money shall be a good discharge to the Majority Shareholder.
- (5) The Majority Shareholder shall be free to transfer all but not some of the shares registered in its name to any person at any time after 30 November 1991.
- (6) If at any General Meeting a poll is duly demanded on a resolution to delete or amend the provisions of this Article 5 the Minority Shareholder shall have ten votes for each share of which he is the holder if voting against such resolution. Clause 54 in Table A shall be modified accordingly.

DIRECTORS AND ALTERNATE DIRECTORS

6. (1) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of seventy or any other age.
- (2) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -

"The appointment of an Alternate Director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as Director."
- (3) At the end of the regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -

"A Director or any other person may act as Alternate Director to represent more than one Director, and an Alternate Director shall be entitled at meetings of the Board of Directors or any committee of the Board of Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, and he shall count separately both in his office as Director and Alternate Director for the purpose of determining whether a quorum is present."

INTEREST OF DIRECTORS

7. A Director may vote on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other Directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

APPOINTMENT AND REMOVAL OF DIRECTORS

8. (1) The maximum number of Directors shall be seven.
- (2) A member or members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned, or in the case of a corporate member, signed by one of its directors on its behalf and shall take effect upon receipt at the registered office of the Company or by the Secretary.
- (3) The majority shareholder shall have the right by notice in writing to the Company to appoint and remove (i) the Chairman or the board of directors and of any general meeting of the Company, and (ii) the Secretary of the Company.

- (4) Regulations 73 to 80 (inclusive) of Table A (Appointment and Retirement of Directors) shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (1) The Board of Directors shall hold not less than four regular meetings in each year at such times and places as shall be approved by the Board of Directors.
- (2) No meeting of the Board of Directors shall be held (except with the unanimous consent of all the Directors of the Company) until seven clear days after notice of meeting has been given in writing to each Director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of meeting) may only be conducted at the meeting with the unanimous consent of all the Directors of the Company. A notice of meeting of the Directors shall be given by post, ~~telax~~, telefax or otherwise as agreed with each Director and each Director shall notify the Company of a postal, telex or telefax address for this purpose. Such notice of meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal, telex or telefax address specified by the Director,
- (a) in the case of a letter sent by post, on the third business day after posting; and
- (b) in the case of a telex or telefax transmission, on the business day immediately following the date of despatch.
- (3) The quorum for the transaction of the business of the Directors shall be the entire board for the time being, provided that if during a meeting of the Directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. Alternate Directors may attend meetings, even if his appointor is present. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

(4) A resolution which has been agreed upon and signed by all the Directors for the time being entitled to receive notice of a special meeting of the Board of Directors or of a committee of the Board of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or (as the case may be) that committee of the Board of Directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors. and for this purpose -

(a) a resolution to which an Alternate Director has agreed need not also be agreed to by his appointor; and

(b) a resolution to which a Director who has appointed an Alternate Director has agreed need not also be agreed to by the Alternate Director in that capacity.

(5) Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the Board of Directors or of a committee of the Board of Directors may consist of a conference between a quorum of Directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and to be heard by each of the others; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

DIRECTORS' EXPENSES

10. The directors may be paid all reasonable and necessary 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. However, for the avoidance of doubt, no director shall be entitled to any remuneration in connection with such attendance or discharge.

ISSUE OF REDEEMABLE SHARES

11. Subject to the provisions of Chapter VII of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as shall be determined by the Company

in general meeting; regulation 3 in Table A shall not apply to the Company.

CONTRACT OF SALE

1946 682 / 32

The National Conditions of Sale, Twentieth Edition

endor

PATRICK ROBERT CARTER and MARTIN MAJOR
Ringshill Residence
Sallowbush Road
Huntingdon

Certified a true and complete copy of the original.

Freshfields

prosser

WESTMINSTER HEALTH CARE LIMITED

Freshfields,
Solicitors.

Grindall House,
25 Newgate Street,
London EC1A 7LH

Registered Land

strict Land Registry:

UNREGISTERED

to Number:

fixed rate of interest:

14

per cent

Purchase price

£

Deposit

£

Balance payable

£

Price fixed for chattels or
valuation money (if any)

£

Total

£

Schedule 2

property and interest therein sold

All that unregistered freehold property situate at and known as Ringshill Residence, Sallowbush, Huntingdon which is for identification edged red on the plan annexed hereto

Schedule 2 The sum satisfied by the allment and come to the Vendors of £249,999 Ordinary "B" shares in Westminster Health Care limited and the sum of £156,265 is od.

for sold as

BENEFICIAL OWNER

Completion date: 22 November 85

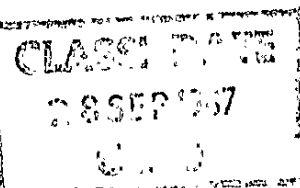
REED that the Vendor sells and the Purchaser buys as above, subject to the Special Conditions agreed hereon and to the National Conditions of Sale Twentieth Edition so far as the latter Conditions not inconsistent with the Special Conditions.

Signed

Martin Major

For and on behalf of
WESTMINSTER HEALTH CARE
LIMITED

Date



19

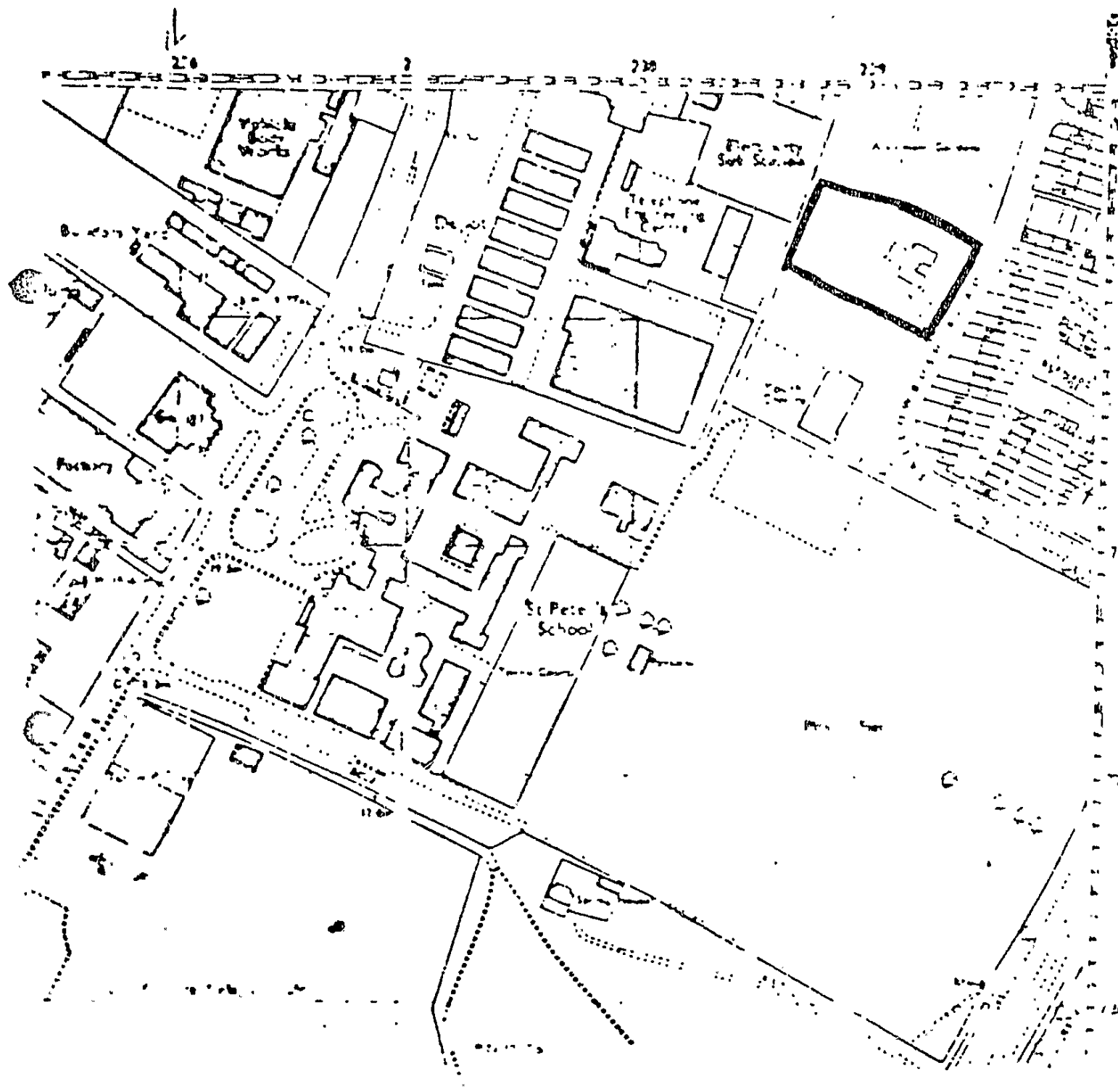
*This is a form of legal document. Neither the form nor the National Conditions of Sale which the form embodies, were produced or drafted for use, without technical assistance, by persons unfamiliar with the law and practice of conveyancing

Ringshill Residence : Carter & Bradford

Westminster Health
Care Limited

SPECIAL CONDITIONS OF SALE

- A. Completion shall take place at the offices of Messrs Freshfields on the
- B. The property will be sold subject to the occupation of the residents in occupation at the date of completion listed in the Second Schedule.
- C.(1) Title shall be deduced and shall begin with a conveyance on sale dated the 6th July 1984 and made between The Most Noble George Drogo 10th Duke of Manchester(1) E.P. Lickfold, A.A.B. Yeatman and A.J.R. Collins (2) and the County Council of the Administrative County of Huntingdonshire
- C.(11) The sale is subject to such rights as may exist for the Eastern Electricity Board to have and maintain in the land certain cables affecting the land hereby contracted to be sold as set out in two Wayleave Consents dated the 14th January 1964 and 5th October 1973 copies of which have been supplied to the Purchasers who shall raise no requisition or objections thereto.
- D. The Purchaser hereby confirms that there are and have been no representations in reliance on which the Purchaser is entering into this Contract made by or on behalf of the Vendor other than such (if any) as are contained in the written statements made by the Vendors' Solicitors in correspondence with or in replies to enquiries raised by the Purchasers' Solicitors prior to exchange of contracts or any such contained in this contract.



Company No. 1946682

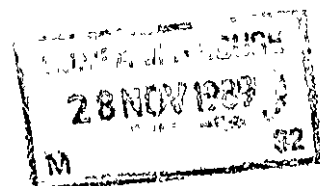
THE COMPANIES ACT 1985

WESTMINSTER HEALTH CARE LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at Trafalgar House, 11 Waterloo Place, London SW1 on Friday 24th November 1989 at 2.00p.m. the following Resolution was duly passed as a SPECIAL RESOLUTION

RESOLUTION

THAT new Articles of Association of the Company in the form of the draft annexed hereto and to be initialled by the Chairman of the Meeting for the purpose of identification be adopted in substitution for and to the exclusion of the existing Articles of Association



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED
Amended pursuant to a Special Resolution
of the Company passed on November 24, 1989

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company - in regulation 24: the words "which is not a fully paid"; in regulation 62(a): the words "Not less than 48 hours; in regulation 62(c): the words "not less than 24 hours"; regulation 83; in regulation 88: the last two sentences; regulation 89; regulations 93 to 98 inclusive.

SHARES

3. The share capital of the Company shall be £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each.
4. Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time

general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors, and they may (subject as aforesaid) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit.

TRANSFER OF SHARES

5. (1) Save as provided in these Articles no Member of the Company shall without the written consent of all the other members of the Company be permitted to sell, transfer or otherwise dispose, or create any charge or encumbrance over, or any legal or beneficial interest in the shares registered in its name.
- (2) The holder or holders for the time being of over 50 percent of the issued nominal share capital in the Company (the "Majority Shareholder") shall be free to transfer any or all of the shares registered in its name to any other company.
- (3) (a) The holder or holders for the time being of 10 percent or less of the issued nominal share capital in the Company (the "Minority Shareholders") may, if so permitted by this Articles 5(3), transfer all (but not part) of the shares then registered in its respective name to an independent third party at any time after 30th November 1997.
- (b) If the Minority Shareholder wishes to transfer any Shares registered in its name at any time after 30th November 1997 pursuant to a bona fide offer made by an independent third party, it shall give notice in writing (a "Transfer Notice") to the Majority Shareholder. The Transfer Notice shall be accompanied by a copy of a bona fide offer and full particulars of its terms and shall specify the price per share of such offer (the "Offer Price") and shall constitute an offer of sale by the Minority Shareholder of all but not some of the shares registered in its name to the Majority Shareholder at the Offer Price and otherwise on the terms of the bona fide offer. A Transfer Notice once given shall not be revocable.
- (c) The offer contained in any Transfer Notice shall remain open for acceptance (in whole but not in part) for thirty days from

the date of its dispatch and shall be accepted by the Majority Shareholder by notice in writing to the Minority Shareholder, such notice shall contain an undertaking by the Majority Shareholder not to dispose of any shares so acquired within 20 years of the date of transfer of their shares, except with the consent of the Minority Shareholder (such consent not to be unreasonably withheld).

- (d) Following acceptance of the offer contained in a Transfer Notice in accordance with the foregoing provisions, the Minority Shareholder shall be bound, upon payment of the Offer Price, to transfer all of the shares registered in its name to the Majority Shareholder.
 - (e) If the offer contained in a Transfer Notice is not accepted by the Majority Shareholder within the period prescribed above or the shares are not paid for in accordance with the terms of the Transfer Notice, the Minority Shareholder may within three months of the expiry of the date of acceptance of a Transfer Notice transfer all of the shares registered in its name in accordance with and on the terms of the bona fide offer to the said thirty party.
- (4) If the Minority Shareholder, after becoming bound to transfer the shares registered in its name to the Majority Shareholder under any of the provisions of this Article 5, fails within 7 days to transfer those shares, the Company may receive the purchase money from the Majority Shareholder, and the Minority Shareholder shall be deemed to have appointed any Director or the Secretary of the Company as its agent to execute a transfer of those shares to the Majority Shareholder and upon execution of such transfer, the Company shall hold the purchase money in trust for the Minority Shareholder. The receipt of the Company of the purchase money shall be a good discharge to the Majority Shareholder.

DIRECTORS AND ALTERNATE DIRECTORS

6. (1) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of seventy or any other age.
- (2) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -
- "The appointment of an Alternate Director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as Director."
- (3) At the end of the regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -
- "A Director or any other person may act as Alternate Director to represent more than one Director, and an Alternate Director shall be entitled at meetings of the Board of Directors or any committee of the Board of Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, and he shall count separately both in his office as Director and Alternate Director for the purpose of determining whether a quorum is present."

INTEREST OF DIRECTORS

7. A Director may vote on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other Directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

APPOINTMENT AND REMOVAL OF DIRECTORS

8. (1) The maximum number of Directors shall be nine.
- (2) A member or members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, any may remove from office any Director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned, or in the case of a corporate member, signed by one of its directors on its behalf and shall take effect upon receipt at the registered office of the Company or by the Secretary.
- (3) Regulations 73 to 80 (inclusive) of Table A (Appointment and Retirement of Directors) shall not apply to the Company and all referenced elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (1) The Board of Directors shall hold such regular meetings in each year at such times and places as shall be called by the Managing Director or a majority of the members of the Board of Directors.
- (2) No meeting of the Board of Directors shall be held (except with the unanimous consent of all the Directors of the Company) until seven clear days after notice of meeting has been given in writing to each Director specifying the business specified in the notice of meeting) may only be conducted at the meeting with the unanimous consent of all the Directors of the Company. A notice of meeting of the Directors shall be given by post, telex, telefax or otherwise as agreed with each Director and each Director shall notify the Company of a postal, telex or telefax address for this purpose. such notice of meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal, telex or telefax address specified by the Director,
 - (a) in the case of a letter sent by post, on the third business day after posting; and
 - (b) in the case of a telex or telefax transmission, on the business day immediately following the date of dispatch.

- (3) The quorum for the transaction of the business of the Directors shall be a majority of the persons (including the Managing Director or his Alternate Director) holding the office of Director, provided that if during a meeting of the Directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. Alternate Directors may attend meetings, even if his appointor is present. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.
- (4) A resolution which has been agreed upon and signed by all the Directors for the time being entitled to receive notice of a special meeting of the Board of Directors, or of a committee of the board of Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or (as the case may be) that committee of the Board of Directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors, and for this purpose -
- (a) a resolution to which an Alternate Director has agreed need not also be agreed to by his appointor; and
 - (b) a resolution to which a Director who has appointed an Alternate Director has agreed need not also be agreed to by the Alternate Director in that capacity.
- (5) Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the Board of Directors or of a committee of the Board of Directors may consist of a conference between a quorum of Directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and to be heard by each of the others; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

DIRECTORS' EXPENSES

10. The Directors may be paid all reasonable and necessary traveling, 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. However, for the avoidance of doubt, no Director shall be entitled to any remuneration in connection with his attendance at a meeting.

ISSUE OF REDEEMABLE SHARES

11. Subject to the provisions of Chapter VII of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as shall be determined by the Company in general meeting; regulation 3 in Table A shall not apply to the Company.

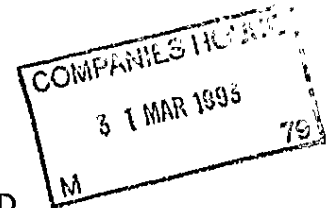
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

WESTMINSTER HEALTH CARE LIMITED



At an extraordinary general meeting of the Company held at 48 Leicester Square, London WC2H 7FB on 29th March, 1993 the following resolution was passed as a special resolution.

SPECIAL RESOLUTION

1. **THAT:** conditional upon the admission on or before 30th April, 1993 of the whole of the ordinary share capital of the Company's parent company, Westminster Health Care Holdings PLC, to the Official List of The International Stock Exchange of the United Kingdom and Republic of Ireland Limited becoming effective in accordance with the Listing Rules thereof pursuant to the Financial Services Act 1986 (as amended from time to time):
 - (a) new articles of association in the form of the annexed draft, initialled by the Chairman for the purpose of identification, be adopted in substitution for the existing articles of association of the Company;
 - (b) the memorandum of association of the Company be altered by the adoption of new clause 3 in the form of the annexed draft, initialled by the Chairman for the purpose of identification, in substitution for existing clause 3.

Chairman

THE COMPANIES ACT 1985

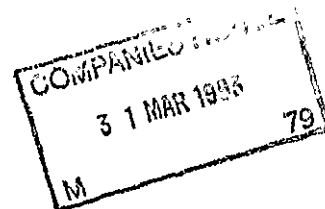
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

(as altered by Special Resolution passed
on 29th March 1993)



1. The Company's name is "WESTMINSTER HEALTH CARE LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (A) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private hospitals or nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comforts and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and attendants for the skilful treatment of patients (whether suffering from physical, mental, or any other disorders); to provide and supply all such necessities, provisions and clothing as may be required; to educate and train medical students, nurses, and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of, and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture, and deal in all articles, goods, wares, material, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.

- (B) To carry on any other trade or business whatsoever which can in the opinion of the directors be advantageously carried on by the Company in connection with or as ancillary to any of the businesses of the Company.
- (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in this clause 3, or which are likely to be required by customers or other persons having, or about to have, dealings with the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
- (E) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- (F) To enter into any arrangements with any government or authority (national, international, supreme, municipal, local or otherwise), that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such charters, decrees, arrangements, rights, privileges and concessions.
- (G) To apply for, or join in applying for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, service marks, copyrights, registered designs, protections, concessions and the like, and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (H) To acquire, undertake or carry on the whole or any part of the business, goodwill, assets and liabilities of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or any business which may in the opinion of the directors be capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interests, joint venture, reciprocal concession or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising lending of money to, guaranteeing the contracts of or otherwise assisting any such person, firm or company, or with any employees of the Company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may

be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (I) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (J) To lend and advance money to, 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 subsidise and assist any persons or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for, and as trustees for any person, and render services to any company, and to undertake and perform sub-contracts.
- (K) To enter into any guarantee, contract of indemnity or suretyship or all kinds and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any stocks, shares or securities or in any other manner) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company each as defined by section 736 of the Act or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person firm or company whatsoever. For the purposes of this paragraph (K) "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company firm or person.
- (L) To promote, finance or assist any company for the purpose of acquiring the whole or any part of the business or property, rights or undertaking or assuming the liabilities of the Company, or undertaking any business or operations which may be in the opinion of the directors directly or indirectly calculated to benefit or assist the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (M) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, incorporation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares or other securities.
- (N) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (O) Generally to purchase, take on lease or exchange, hire, or by any other means acquire and take options over any real or personal property whatever, and any rights or privileges of any kind over or in respect of any property.
- (P) To receive money on deposit or loan on such terms as the directors may approve, 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).
- (Q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors.
- (R) To borrow or raise or secure money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (S) To remunerate any company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.
- (T) To subscribe for either absolutely or conditionally, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stock, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest, and debentures, debenture stock, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise in any part of the world.

- (U) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (V) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for shares whether fully or partly paid up, debentures or securities of any other company purchasing the same, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, construct, repair, develop, sell, exchange, lease, mortgage, charge, dispose of, grant licences, options, rights and privileges in respect of, turn to account or otherwise deal with all or any part of the property or rights of the Company.
- (W) To adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (X) To support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of its predecessors in business or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To give or award pensions, gratuities, annuities, and superannuation or benefits or other allowances or charitable aid and generally to provide advantages, facilities and services for any persons (including any directors or former directors) who serve or may have served or who are or have been employed by the Company or its predecessors in business or any subsidiary, allied or associated company or the holding company of the Company or to the wives, widows, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, widows, children, or other dependants or relatives.
- (Y) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the employees of the Company or any subsidiary, allied or associated company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.
- (Z) To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other

purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests.

- (AA) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.
- (BB) To distribute among the shareholders in specie any of the property of the Company, of whatever nature, or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- (CC) To purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer or employee or former officer or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against.
- (DD) Subject to and in accordance with due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (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.
- (EE) To do all or any of the above things or matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, brokers, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any part of the world.
- (FF) To do all such other things as are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

The objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. None of the paragraphs of this clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

The word "company" in this clause (except where used in reference to the Company) is deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa. The word "Act" in this clause means the Companies Act 1985, and any reference in this clause to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.
5. The Company's share capital is £1,000,000 divided into 1,000,000 shares of £1 each*.

* By ordinary resolution passed on 19th November 1985 the Company's authorised share capital was increased to £1,000,000 by the creation of 999,900 ordinary shares of £1 each.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares in the capital of the company shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of shares
taken by each
subscriber

-
1. Michael Richard Counsell
15 Pembroke Road
Bristol BS99 7DX
 2. Christopher Charles Hadler
15 Pembroke Road
Bristol BS99 7DX

one

one

DATED the 1st day of July 1985

WITNESS to the above signatures:

Errol Sandiford
15 Pembroke Road
Bristol BS99 7DX

 Company No. 1946682

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

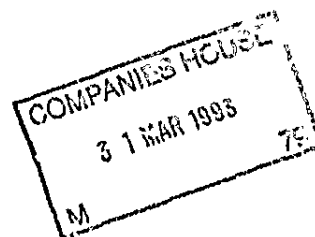
ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

Incorporated on 12th September 1985

Adopted by special resolution passed on 29th March 1993



CLIFFORD CHANCE

200 Aldersgate Street
London EC1A 4JJ

Telephone: 071 600 1000
Telefax: 071 600 5555
Reference: RHB/SQR

THE COMPANIES ACT 1985

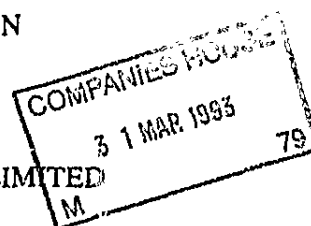
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED



Incorporated on 12th September 1985

Adopted by special resolution passed on 29th March 1993

PRELIMINARY

1. (A) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("Table A") apply to the Company except to the extent that they are excluded or modified by these articles.
- (B) The regulations of Table A numbered 24, 38, 60, 61, 64, 73, 74, 75, 76, 77, 78, 80, 81, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply. The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 65, 66, 67, 68, 72, 79, 88, 110, 112 and 116 are modified. Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company.
- (C) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

PRIVATE COMPANY

2. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these articles of the Company is £1,000,000 divided into 1,000,000 ordinary shares of £1 each.
4.
 - (A) Subject to the Act, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.
 - (B) The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of adoption of these articles unless previously renewed, varied or revoked by the Company in general meeting.
 - (C) The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of adoption of these articles or, where the authority is renewed, at the date of that renewal.
 - (D) By the authority conferred by paragraph (B) or by any renewal of the authority, the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.
5. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities.

TRANSFERS

6. The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien.

GENERAL MEETINGS

7. Regulation 37 of Table A shall be modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".

NOTICE OF GENERAL MEETINGS

8. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting, other than a meeting called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
10. Regulation 53 of Table A is modified by the addition at the end of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly."

VOTES OF MEMBERS

11. Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase "unless the directors otherwise determine,".
12. Regulation 59 of Table A is modified by the addition at the end of the following sentence: "Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it.".
13. An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor.
14. Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words "at any time"

in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours".

NUMBER OF DIRECTORS

15. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one.

ALTERNATE DIRECTORS

16. A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director and such person need not be approved by resolution of the directors, and regulation 65 is modified accordingly.
17. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors and regulation 66 of Table A is modified accordingly.
18. Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors."

DELEGATION OF DIRECTORS' POWERS

19. Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

20. The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in any other regulation to retirement by rotation shall be disregarded.
21. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
22. A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
23. No person is incapable of being appointed a director by reason of his having reached the age of 70 or another age. No special notice is required in connection with the appointment or the approval of the appointment of such person. No director is required to vacate his office at any time because he has reached the age of 70 or another age and section 293 of the Act does not apply to the Company.

24. The holder or holders of not less than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in the like form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

25. The office of a director is vacated if:
- (a) 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
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he is for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) shall not during such period have attended any such meetings instead of him, and the directors resolve that his office be vacated; or
 - (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
 - (g) he is removed from office by notice given by a member or members under article 24.

REMUNERATION OF DIRECTORS

26. A director who, at the request of the directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors may decide.

PROCEEDINGS OF DIRECTORS

27. Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively."
28. A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
29. If and for so long as there is a sole director, he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him, and regulations 88, 89, 91, 92 and 93 of Table A and article 28 do not apply.
30. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may 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. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

DIVIDENDS

31. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

32. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as such shares remain partly paid, only to the extent that such partly-paid shares rank for dividend and regulation 110 of Table A is modified accordingly.

NOTICES

33. Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address."
34. A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:
- (a) 24 hours after posting, if pre-paid as first class, or
 - (b) 48 hours after posting, if pre-paid as second class.

A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left.

35. Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

INDEMNITY

36. Subject to the provisions of the Act, but without prejudice to an indemnity to which he may otherwise be entitled, every officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the execution of his duties or the exercise of his powers, authorities and discretions including (without prejudice to the generality of the foregoing) a liability incurred:
- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of 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 for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
37. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirement benefits scheme or another trust in which an officer or employee or former officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or another liability which may lawfully be insured against by the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

1.	Michael Richard Counsell 15, Pembroke Road, Bristol. BS99 7DX	-	One
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2.	Christophier Charles Hadler 15, Pembroke Road, Bristol. BS99 7DX	-	One
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Total Shares Taken	-	<u>Two</u>
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DATED the 1st day of July 1985

WITNESS to the above Signatures:	-	Errol Sandiford 15, Pembroke Road, Bristol. BS99 7DX
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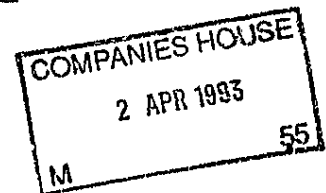
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

WESTMINSTER HEALTH CARE LIMITED



At an extraordinary general meeting of the Company held at 48 Leicester Square, London WC2H 7FB on 29th March, 1993 the following resolution was passed as a special resolution.

SPECIAL RESOLUTION

1. **THAT:** conditional upon the admission on or before 30th April, 1993 of the whole of the ordinary share capital of the Company's parent company, Westminster Health Care Holdings PLC, to the Official List of The International Stock Exchange of the United Kingdom and Republic of Ireland Limited becoming effective in accordance with the Listing Rules thereof pursuant to the Financial Services Act 1986 (as amended from time to time):
 - (a) new articles of association in the form of the annexed draft, initialled by the Chairman for the purpose of identification, be adopted in substitution for the existing articles of association of the Company;
 - (b) the memorandum of association of the Company be altered by the adoption of new clause 3 in the form of the annexed draft, initialled by the Chairman for the purpose of identification, in substitution for existing clause 3.


Company No. 1946682

THE COMPANIES ACT 1985

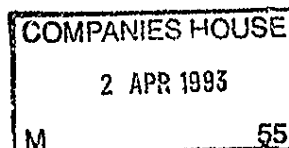
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

(as altered by Special Resolution passed
on 29th March 1983)



1. The Company's name is "WESTMINSTER HEALTH CARE LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (A) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private hospitals or nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comforts and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and attendants for the skilful treatment of patients (whether suffering from physical, mental, or any other disorders); to provide and supply all such necessities, provisions and clothing as may be required; to educate and train medical students, nurses, and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of, and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture, and deal in all articles, goods, wares, material, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.

- (B) To carry on any other trade or business whatsoever which can in the opinion of the directors be advantageously carried on by the Company in connection with or as ancillary to any of the businesses of the Company.
- (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in this clause 3, or which are likely to be required by customers or other persons having, or about to have, dealings with the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
- (E) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects or which the Company is formed.
- (F) To enter into any arrangements with any government or authority (national, international, supreme, municipal, local or otherwise), that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such charters, decrees, arrangements, rights, privileges and concessions.
- (G) To apply for, or join in applying for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, service marks, copyrights, registered designs, protections, concessions and the like, and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (H) To acquire, undertake or carry on the whole or any part of the business, goodwill, assets and liabilities of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or any business which may in the opinion of the directors be capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interests, joint venture, reciprocal concession or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising lending of money to, guaranteeing the contracts of or otherwise assisting any such person, firm or company, or with any employees of the Company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may

be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (I) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (J) To lend and advance money to, 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 subsidise and assist any persons or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for, and as trustees for any person, and render services to any company, and to undertake and perform sub-contracts.
- (K) To enter into any guarantee, contract of indemnity or suretyship or all kinds and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any stocks, shares or securities or in any other manner) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company each as defined by section 736 of the Act or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person firm or company whatsoever. For the purposes of this paragraph (K) "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company firm or person.
- (L) To promote, finance or assist any company for the purpose of acquiring the whole or any part of the business or property, rights or undertaking or assuming the liabilities of the Company, or undertaking any business or operations which may be in the opinion of the directors directly or indirectly calculated to benefit or assist the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (M) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, incorporation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares or other securities.
- (N) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (O) Generally to purchase, take on lease or exchange, hire, or by any other means acquire and take options over any real or personal property whatever, and any rights or privileges of any kind over or in respect of any property.
- (P) To receive money on deposit or loan on such terms as the directors may approve, 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).
- (Q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors.
- (R) To borrow or raise or secure money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (S) To remunerate any company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.
- (T) To subscribe for either absolutely or conditionally, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stock, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest, and debentures, debenture stock, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise in any part of the world.

- (U) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (V) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for shares whether fully or partly paid up, debentures or securities of any other company purchasing the same, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, construct, repair, develop, sell, exchange, lease, mortgage, charge, dispose of, grant licences, options, rights and privileges in respect of, turn to account or otherwise deal with all or any part of the property or rights of the Company.
- (W) To adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (X) To support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of its predecessors in business or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To give or award pensions, gratuities, annuities, and superannuation or benefits or other allowances or charitable aid and generally to provide advantages, facilities and services for any persons (including any directors or former directors) who serve or may have served or who are or have been employed by the Company or its predecessors in business or any subsidiary, allied or associated company or the holding company of the Company or to the wives, widows, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, widows, children, or other dependants or relatives.
- (Y) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the employees of the Company or any subsidiary, allied or associated company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.
- (Z) To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other

purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests.

- (AA) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.
- (BB) To distribute among the shareholders in specie any of the property of the Company, of whatever nature, or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- (CC) To purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer or employee or former officer or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against.
- (DD) Subject to and in accordance with due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (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.
- (EE) To do all or any of the above things or matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, brokers, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any part of the world.
- (FF) To do all such other things as are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

The objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. None of the paragraphs of this clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

The word "company" in this clause (except where used in reference to the Company) is deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa. The word "Act" in this clause means the Companies Act 1985, and any reference in this clause to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.
5. The Company's share capital is £1,000,000 divided into 1,000,000 shares of £1 each*.

* By ordinary resolution passed on 19th November 1985 the Company's authorised share capital was increased to £1,000,000 by the creation of 999,900 ordinary shares of £1 each.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares in the capital of the company shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of shares
taken by each
subscriber

-
1. Michael Richard Counsell
15 Pembroke Road
Bristol BS99 7DX
 2. Christopher Charles Hadler
15 Pembroke Road
Bristol BS99 7DX

one

one

DATED the 1st day of July 1985

WITNESS to the above signatures:

Errol Sandiford
15 Pembroke Road
Bristol BS99 7DX

B Company No. 1946682

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

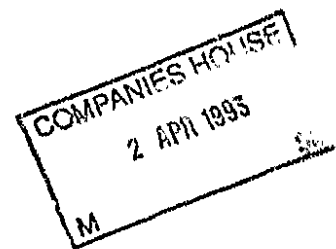
ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

Incorporated on 12th September 1985

Adopted by special resolution passed on 29th March 1993



CLIFFORD CHANCE

200 Aldersgate Street
London EC1A 4JJ

Telephone: 071 600 1000
Telefax: 071 600 5555
Reference: RHB/SQR

THE COMPANIES ACT 1985

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

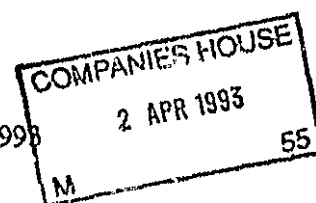
ARTICLES OF ASSOCIATION

of

WESTMINSTER HEALTH CARE LIMITED

Incorporated on 12th September 1985

Adopted by special resolution passed on 29th March 1998



PRELIMINARY

1. (A) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("Table A") apply to the Company except to the extent that they are excluded or modified by these articles.
- (B) The regulations of Table A numbered 24, 38, 60, 61, 64, 73, 74, 75, 76, 77, 78, 80, 81, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply. The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 65, 66, 67, 68, 72, 79, 88, 110, 112 and 116 are modified. Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company.
- (C) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

PRIVATE COMPANY

2. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these articles of the Company is £1,000,000 divided into 1,000,000 ordinary shares of £1 each.
4.
 - (A) Subject to the Act, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.
 - (B) The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of adoption of these articles unless previously renewed, varied or revoked by the Company in general meeting.
 - (C) The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of adoption of these articles or, where the authority is renewed, at the date of that renewal.
 - (D) By the authority conferred by paragraph (B) or by any renewal of the authority, the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.
5. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities.

TRANSFERS

6. The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien.

GENERAL MEETINGS

7. Regulation 37 of Table A shall be modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".

NOTICE OF GENERAL MEETINGS

8. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting, other than a meeting called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
10. Regulation 53 of Table A is modified by the addition at the end of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly."

VOTES OF MEMBERS

11. Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,".
12. Regulation 59 of Table A is modified by the addition at the end of the following sentence: "Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it.".
13. An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor.
14. Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words "at any time"

in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours".

NUMBER OF DIRECTORS

15. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one.

ALTERNATE DIRECTORS

16. A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director and such person need not be approved by resolution of the directors, and regulation 65 is modified accordingly.
17. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors and regulation 66 of Table A is modified accordingly.
18. Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors.".

DELEGATION OF DIRECTORS' POWERS

19. Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.".

APPOINTMENT AND REMOVAL OF DIRECTORS

20. The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in any other regulation to retirement by rotation shall be disregarded.
21. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
22. A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
23. No person is incapable of being appointed a director by reason of his having reached the age of 70 or another age. No special notice is required in connection with the appointment or the approval of the appointment of such person. No director is required to vacate his office at any time because he has reached the age of 70 or another age and section 293 of the Act does not apply to the Company.

24. The holder or holders of not less than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in the like form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

25. The office of a director is vacated if:
- (a) 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
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he is for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) shall not during such period have attended any such meetings instead of him, and the directors resolve that his office be vacated; or
 - (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
 - (g) he is removed from office by notice given by a member or members under article 24.

REMUNERATION OF DIRECTORS

26. A director who, at the request of the directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors may decide.

PROCEEDINGS OF DIRECTORS

27. Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively."
28. A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
29. If and for so long as there is a sole director, he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him, and regulations 88, 89, 91, 92 and 93 of Table A and article 28 do not apply.
30. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may 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. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

DIVIDENDS

31. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

32. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as such shares remain partly paid, only to the extent that such partly-paid shares rank for dividend and regulation 110 of Table A is modified accordingly

NOTICES

33. Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address."
34. A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:
- (a) 24 hours after posting, if pre-paid as first class, or
 - (b) 48 hours after posting, if pre-paid as second class.

A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left.

35. Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

INDEMNITY

36. Subject to the provisions of the Act, but without prejudice to an indemnity to which he may otherwise be entitled, every officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the execution of his duties or the exercise of his powers, authorities and discretions including (without prejudice to the generality of the foregoing) a liability incurred:
- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of 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 for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
37. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirement benefits scheme or another trust in which an officer or employee or former officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or another liability which may lawfully be insured against by the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

1. Michael Richard Counsell - One
15, Pembroke Road,
Bristol. BS99 7DX

2. Christopher Charles Hadler - One
15, Pembroke Road,
Bristol. BS99 7DX

Total Shares Taken - Two

DATED the 1st day of July 1985

WITNESS to the above Signatures:

- Errol Sandiford
15, Pembroke Road,
Bristol. BS99 7DX

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