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COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1935

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

To the Registrar of Companies

For official use

For official use

[] [] [] []

2058177

Name of company

* BREYBABEL LIMITED

* insert full
name of Company

I, PETER TOOKE SHEPPARD

of 70 Fleet Street, London EC4Y 1EU

being Secretary of Westlex Nominees Limited (named as director

of the Company.

† delete as
appropriatedo solemnly and sincerely declare that I am an authorised official acting on behalf of a
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 180 Fleet Street,

London EC4

Declarant to sign below

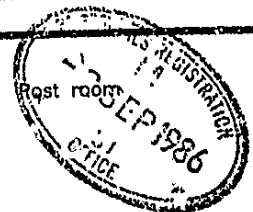
the 29th day of August

One thousand nine hundred and Eighty Six

before me J. A. Sheppard

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.Presentor's name address and
reference (if any):

W/064/850305

Bartletts de Reya
70 Fleet Street
London EC4Y 1EUFor official Use
New Companies Section

No.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

2058177

MEMORANDUM OF ASSOCIATION

- of -

BREYBABEL LIMITED



1. The Company's name is "BREYBABEL LIMITED".
2. The Company's registered office is to be situated in England.
3. The Company's objects are:-

(A) (1) To carry on within and without the United Kingdom the businesses of exporters, importers, manufacturers, agents, brokers, general merchants and dealers, both wholesale and retail in commodities of every description and all commercial goods, manufactured goods and all goods for personal and household use and consumption, ornament, recreation and amusement, and generally in all raw materials, manufactured goods, materials, provisions and general produce, and also the business of storage contractors, wharfingers, carriers, shipping and forwarding agents, warehousemen and store-keepers; and to carry on any other business which is calculated directly or indirectly to enhance the value of any of the Company's business, property, rights or assets; and to carry on the aforesaid businesses, either together as a single business or as separate and distinct businesses in any part of the world.

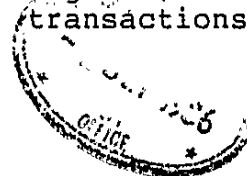
(2) To carry on the business of financial consultants, financiers and industrial bankers, capitalists, financial agents and advisors for commodities, goods, wares, vehicles, apparatus, machinery and articles of every description and in connection therewith or otherwise to loan and advance money to and to purchase accounts on behalf of such persons, firms or companies, concerned in any way whatever in the sale or purchase in manner aforesaid of the before mentioned articles or goods; to carry on the business of financing transactions and

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850305

BarHells
DeReys

- 1 -

N/W
013020
£50



guaranteeing or giving security for the payment of money or the performance of any obligation or undertaking; to carry on the business of financiers, financial agents, bill discounters, company promoters, underwriters, and dealers in stocks, shares, loans, annuities and other securities, mortgage brokers and insurance agents.

- (B) To carry on any other trade or business whatsoever which may seem to the Company capable of being advantageously or conveniently carried on by the Company in connection with or as an extension of any of the businesses aforesaid or which is calculated directly or indirectly to enhance the value of or render more profitable any of the assets, property or rights of the Company
- (C) To apply for, purchase, hire, take on lease or in exchange or otherwise acquire and hold for any estate or interest any land, buildings, offices, shops, factories, works, storehouses, wharves, erections, plant, machinery, equipment, stock and materials and any other real or personal property of any kind and any easements, trade marks, patents, copyrights, designs, inventions, licences, processes (secret or otherwise) and other rights and privileges of any kind necessary to or convenient for any business or undertaking of the Company or calculated directly or indirectly to enhance the value of or render more profitable any of its assets property or rights.
- (D) To lay out, establish, build, construct, set up, maintain, alter, enlarge, pull down, remove or replace, either alone or in conjunction with any other person firm or company, any buildings, offices, shops, factories, storehouses, works, wharves, erections, plant, machinery and equipment necessary to or convenient for any business or undertaking of the Company or calculated to enhance the value of or to render more profitable any of its assets property or rights and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To purchase or otherwise acquire and undertake upon such terms as the Company shall deem expedient the whole or any part of the business, undertaking, assets, liabilities and transactions of any person firm or company carrying on or proposing to carry on any business within the objects of the Company, or whose business, or any part of whose business, may conveniently or advantageously be combined with the business of the Company, or any of whose property is suitable for the purposes of the Company, and any stocks, shares or securities of any other company carrying on, or having objects authorising the carrying on, of any such business.

- (F) To manage, develop, improve, turn to account, exchange, mortgage, charge, pledge, sell, lease, grant licences and rights over or in respect of or otherwise deal with or dispose of the whole or any part of the property, business or undertaking for the time being of the Company and to surrender or accept surrender of any lease or tenancy or rights, for such consideration as the Company may think fit.
- (G) To borrow or raise and/or secure the payment of money in such amounts and manner and upon such terms as the Company may think fit and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise, the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing, whether at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, or depositing any debentures or debenture stock (whether permanent or redeemable or repayable), notes or other instruments constituting an acknowledgement of indebtedness whether creating a charge or not; and collaterally or further to secure any securities of the Company by a trust deed or other assurance and in connection with the borrowing or raising of money, to become a member of any Building Society.
- (H) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of the Company.
- (I) To receive money on deposit or loan, and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit and give guarantees and become security for any person, firm or company.
- (J) To advance, deposit or lend money, securities and property and to procure capital, credit, means or resources to, with or for any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.
- (K) To enter into any guarantee, contract or indemnity or suretyship and in particular (without limiting the generality of the foregoing) to guarantee, support or secure, with or without consideration or advantage, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital

of the Company, or by all or any of such methods, the performance of the obligations of and the repayment or payment of the principal amounts of, and any premiums, interest and dividends on, any securities or borrowed moneys of any person including (without limiting the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.

- (L) Subject to compliance with the provisions of the Companies Act 1985 (and any Act or Acts amending or replacing the same) to make such loans and provide such financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company as shall for the time being be permitted under Sections 151 to 158 of the Companies Act 1985 (or any Act or Acts amending or replacing the same)
- (M) To subscribe for underwrite, purchase or otherwise acquire, take, hold, or sell any shares or stocks, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest, lend and or deal with any moneys of the Company not immediately required for its operations in such manner and upon such terms and in such investments whether at home or abroad as the Company may from time to time think fit, and to vary investments.
- (N) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, bills of exchange, warrants and other negotiable instruments or commercial, mercantile or transferable instruments.
- (O) To grant pensions, allowances, gratuities and bonuses to directors, officers, ex-officers, employees or ex-employees of the Company or any of its subsidiaries, or of its predecessors in business or the relatives, dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts and to make contributions to funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their relatives, for the purchase or provision of any such gratuity, pension or allowance and to institute, assist and maintain any club, association or other establishment or fund or profit-sharing scheme for the benefit of or calculated to advance the interests of the Company or any of its subsidiaries or any of their respective officers or employees or ex-officers or ex-employees

or any of the relatives or dependents of such persons and to establish and contribute to any scheme for the acquisition of shares and other securities of the Company by the Company's employees (including any director holding a salaried employment or office in the Company) or by trustees for their benefit and to lend money to the Company's employees to enable them to purchase shares in and securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them or for remunerating its employees out of, or in proportion to, the returns or profits of the Company.

- (P) To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him, it or them of shares or securities of the Company credited as paid in full or in part or otherwise.
- (Q) To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (R) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (S) To support or subscribe to or aid financially any charitable, benevolent, public, political, general or useful objects and to aid, financially or otherwise, any association or body having for an object the promotion of trade or industry or any other object which may benefit or be connected with the Company or its business or the interests of its members.
- (T) To promote or concur in promoting any other company for the purpose of acquiring the undertaking or any of the property, assets or rights or liabilities of such company, or the promotion of which will or might in any way benefit or advance the interest of the Company, and to underwrite, subscribe for, purchase, acquire or place any shares or securities of any such company.
- (U) To enter into any partnership or joint venture, or any agreement for co-operation or sharing or pooling profits or losses, or controlling or limiting profits or losses or output, or otherwise for mutual assistance, with any company, firm or person carrying on or proposing to carry on any business which the Company can carry on, and to acquire and hold, sell,

deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company, and to amalgamate with any other company or companies, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid (with or without winding up) or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner thought fit.

- (V) To pay for any property or rights acquired by the Company either in cash payable as a lump sum or by instalments or otherwise, or in fully or partly paid-up shares (with or without preferred, deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise) or in securities of the Company, or partly in one way and partly in another, and to accept payment for any property or rights sold or otherwise disposed of by the Company either in cash payable as a lump sum or by instalments or otherwise or in fully or partly paid-up shares of any company or corporation (with or without deferred, preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise) or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (W) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Board of Directors shall consider to be in the nature of preliminary expenses.
- (X) To procure the Company to be registered or recognised in any overseas country or place.
- (Y) To make available to any person, firm or company on such terms as the Directors may think fit such premises, accommodation, furniture, equipment, clerical and manual services, and other services or needs as such person, firm or company may from time to time require.
- (Z) To distribute among the members in specie any property or assets of the Company, or any proceeds of

sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

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

(BB) To do all such acts or things as may be incidental or conducive to the attainment of the above-mentioned objects or any of them.

It is hereby declared that:-

- (i) the objects set forth in any sub-clause of this Clause 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein contained or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned or contained in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses; and
 - (ii) the word "company" in Clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed.
- 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

WESTLEX REGISTRARS LIMITED

70 Fleet Street,
London EC4Y 1EU

S.J. Butcher
Director for and on
behalf of Westlex
Registrars Limited

1

WESTLEX NOMINEES LIMITED

70 Fleet Street,
London EC4Y 1EU

S.J. Butcher
Director for and on
behalf of Westlex
Nominees Limited

1

Total number of shares taken

2

DATED the 29th day of August 1986

WITNESS to the above signatures:-

PETER TOOKE SHEPPARD
70 Fleet Street,
London EC4Y 1EU

P. T. Sheppard

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

2053177

ARTICLES OF ASSOCIATION
OF
BREYBABEL LIMITED

TABLE A

1. Except as provided in these Articles the Regulations contained in or made applicable by Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 ("Table A") as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to the Company. References to the Companies Act shall refer to the Companies Act 1985 as from time to time re-enacted or amended. In case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

SHARE CAPITAL

2. At the date of adoption of these Articles the share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.
3. (1) Any shares proposed to be issued 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 shall by Special Resolution otherwise direct.
(2) 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.
(3) After the expiration of that period, those shares declined or so deemed to be declined shall be offered in the proportions aforesaid to the persons who have within the said period, accepted all the shares offered to them; such further offer shall be made in



the same manner and limited by a like period as the original offer.

- (4) Any shares not accepted pursuant to such offer or further offer as aforesaid and any shares released from the provisions of this Article by such Special Resolution as aforesaid or which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the directors be conveniently offered in the manner hereinbefore provided shall be under the control of the directors, who subject to the Companies Act 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 thereof than the terms on which they were offered to the Members.
- (5) The directors are unconditionally authorised for the purposes of Section 80 of the Companies Act to allot shares and other securities including relevant securities as defined in the Companies Act up to a nominal amount of capital of £100 at any time or times during the period of five years from the date of adoption of these Articles subject to any direction given by the Company in General Meeting and the provisions of this Article.
- (6) Sub-sections (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Companies Act shall be excluded from applying to the Company.

LIEN

- 4. The Company shall have a first and paramount lien on shares (whether or not fully paid) standing registered in the name of any person, 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; and Regulation 8 of Table A shall be modified accordingly.

TRANSFER OF SHARES

- 5. 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 Regulation 24 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

6. Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company or of any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.
7. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the directors may determine; if within half an hour from the time appointed for the adjourned meeting a quorum is not present the meeting shall be dissolved. Regulation 41 of Table A shall be modified accordingly.
8. A poll may be demanded at any General Meeting by the Chairman or any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

9. Unless and until otherwise determined by ordinary resolution of the Company the number of directors (other than alternate directors) shall be not less than one and Regulation 64 of Table A shall not apply to the Company.
10. A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be liable to vacate office by reason of having attained that or any other age.

ALTERNATE DIRECTORS

11. (1) Regulation 66 of Table A as applicable to the Company shall be construed with the addition of the words at the end of the last sentence "unless an alternate director who is absent from the United Kingdom shall have given to the Company an address in the United Kingdom or at which notices can be served upon him. In the case of an address outside the United Kingdom, such notice shall be sent by cable or telex message unless adequate notice can be given in the ordinary course of the post".
- (2) The appointment of an alternate director shall immediately determine in any of the following events:-

- (a) if his appointor shall terminate the appointment
 - (b) on the happening of any event which, if he were a director, would cause him to vacate the office of a director
 - (c) if by writing under his hand left at the registered office of the Company or delivered to any meeting of the directors or handed to the Secretary he shall resign such appointment
 - (d) if his appointor shall cease for any reason to be a director.
- (3) Regulation 67 of Table A shall not apply to the Company.
 - (4) Regulation 68 of Table A shall be construed with the addition of the following words at the end of the Regulation "and shall take effect upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary or upon delivery to any meeting of the directors or any committee thereof".

POWERS OF DIRECTORS

- 12. Regulation 70 of Table A shall be read and construed so that the directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and subject to Section 80 of the Companies Act to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.
- 13. Any director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a director; provided that nothing herein contained shall authorise the director or his firm to act as auditor of the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 14. (1) Regulations 73 to 75 inclusive of Table A shall not apply to the Company.
- (2) Regulation 76 of Table A as applicable to the Company shall be construed with the omission of the words "other than a director retiring by rotation".

- (3) Regulation 77 of Table A as applicable to the Company shall be construed with the omission of the words "(other than a director retiring by rotation at the meeting)".
- (4) Regulation 78 of Table A as applicable to the Company shall be construed with the omission of the words "and may also determine the rotation in which any additional directors are to retire".
- (5) Regulation 79 of Table A as applicable to the Company shall be construed with the omission of the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting".

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15. Regulation 81 of Table shall apply to the Company with the omission of sub-paragraph (e).

DIRECTORS' GRATUITIES AND PENSIONS

- 16. (1) The directors may establish or concur or join with other companies (being a holding company or subsidiary companies of the Company or of any such holding company or companies with which the Company is associated in business) in establishing and making contributions out of the Company's money to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this paragraph and in paragraph (2) of this Article shall include any director appointed to any office or place of profit or to exercise special powers or authorities) and ex-employees of the Company and their dependants, or any class or classes of such persons.
- (2) The directors may pay, enter into agreements to pay or make grants (revocable or irrevocable, and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in paragraph (1) of this Article. Any such pension or benefit may, as the directors consider desirable, be granted to any employee either before and in anticipation of or upon or at any time after his actual retirement. Regulation 87 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

17. Regulation 88 of Table A as applicable to the Company shall be construed with the omission of the third sentence thereof and with the addition at the end of the Regulation of the words "it shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless a director who is absent from the United Kingdom shall have given to the Company an address in the United Kingdom at which notices can be served upon him. In the case of an address outside the United Kingdom, such notice shall be sent by cable or telex message unless adequate notice can be given in the ordinary course of the post".
18. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be one. Regulation 89 of Table A shall be modified accordingly. In the event of the minimum number of directors fixed by or pursuant to these Articles being one, a sole director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the directors generally.
19. A director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Companies Act. Subject to such disclosure and subject to the approval of a majority of the directors present (excluding the director making such disclosure) a director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Regulation 94 of Table A shall be modified accordingly.
20. Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

INDEMNITY

21. Subject to the provisions of the Companies Act every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection

with any application under Section 727 of the Companies Act in which relief is granted to him by the Court. But this Clause shall only have effect in so far as its provisions are not avoided by Section 310 of the Companies Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

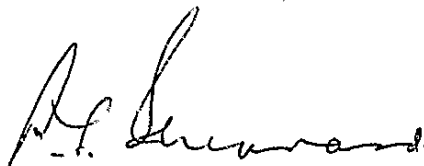
WESTLEX REGISTRARS LIMITED
70 Fleet Street
London EC4Y 1EU *S.J. Bux*
Director for and on
behalf of Westlex
Registrars Limited

WESTLEX NOMINEES LIMITED
70 Fleet Street
London EC4Y 1EU *S.J. Bux*
Director for and on
behalf of Westlex
Nominees Limited

DATED the 29th day of August 1986.

WITNESS to the above signatures:

PETER TOOKE SHEPPARD
70 Fleet Street
London EC4Y 1EU



PTS115/16

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

Please do not
write in
this margin

Pursuant to section of the Companies Act 1985

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

To the Registrar of Companies

For official use

2058177

Name of company

* insert full name
of company

* BREYBABEL LIMITED

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

70 Fleet Street	
London	
Postcode	EC4Y 1EU

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

X

BARTLETTS DE REYA	
70 Fleet Street	
London	
Postcode	EC4Y 1EU

Number of continuation sheets attached (see note 1)

--

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

W/064/850305

Bartletts de Reya
70 Fleet Street
London EC4Y 1EU

For official Use
General Section



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) WESTLEX NOMINEES LIMITED		Business occupation
		Nominee Company
Previous name(s) (note 3)		Nationality
Address (note 4) 70 Fleet Street, London		UK Regd
		Date of birth (where applicable)
	Postcode EC4Y 1EU	(note 6)
Other directorships †		
BEXHILLIA LIMITED, CHANTRESS LIMITED, MANCHESTER COMMERCIAL INVESTMENTS LIMITED		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Secretary for and on behalf of Date 29th August 1986

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

Westlex Nominees Limited

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		
		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		
		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Please do not
write in
this margin

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

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:

Name (notes 3 & 7)		WESTLEX REGISTRARS LIMITED	
Previous name(s) (note 3)			
Address (notes 4 & 7)		70 Fleet Street, London	
		Postcode	EC4Y 1EU
I consent to act as secretary of the company named on page 1			
Signature		Secretary for and on behalf of Westlex Registrars Limited 29th August 1986	

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date
---	------

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	For & on behalf of Westlex Registrars Limited	Date	29th August 1986
Signed	SECRETARY	Date	
Signed	For & on behalf of Westlex Nominees Limited	Date	29th August 1986
Signed	SECRETARY	Date	
Signed		Date	
Signed		Date	

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2058177

I hereby certify that

BREYBASEL 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 24TH SEPTEMBER 1986

P. A. Rowley
P. A. ROWLEY

an authorised officer

COMPANY NO: 2058177 /6

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- OF -

BREYBABEL LIMITED

Passed on the 8th day of October 1986

AT AN EXTRAORDINARY GENERAL MEETING of the Company, duly convened and held on the 8th day of October 1986, the following Resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

"That the name of the Company be changed to 'AIR CALL MEDICAL (HOLDINGS) LIMITED'."

WESTLEX REGISTRARS LIMITED

SECRETARY

Secretary for and on behalf of
Westlex Registrars Limited



PSX9

Nlw
240-
007882

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME


No. 2058177/7.

I hereby certify that

BREYBABEL LIMITED

having by special resolution changed its name, is now
incorporated under the name of
AIR CALL MEDICAL (HOLDINGS) LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 14TH OCTOBER 1986


D. M. WILKIE

an authorised officer

COMPANY NO: 2058177

AIR C

Ø1

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- OF -

BREYBABEL LIMITED

Passed on the 8th day of October 1986

AT AN EXTRAORDINARY GENERAL MEETING of the Company, duly convened and held on the 8th day of October 1986, the following Resolution was duly passed as a Special Resolution.

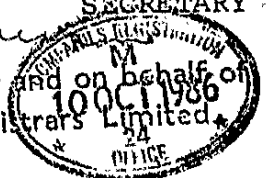
SPECIAL RESOLUTION

"THAT the Memorandum of Association of the Company be altered by deleting the existing sub-clause (A) of Clause 3 thereof and substituting therefor the following sub-clause (A):-

- (1) To invest in, subscribe for, purchase and hold shares, stock, debentures, debenture stock and securities of any company, corporation or other body or authority wheresoever incorporated.
- (2) To co-ordinate the administration and activities of some or all of the companies which are for the time being subsidiary companies of the Company (as defined by Section 736 of the Companies Act 1985) and to provide for all or any such companies management, financial, accounting, computer and other services and the services of personnel, accommodation and any other facilities as may be requisite or desirable for the operation and administration of their respective businesses."

WESTLEX REGISTRARS LIMITED

Secretary for and on behalf of
Westlex Registrars Limited



PSX12



224

Pursuant to section 224 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

119

2058177

Name of company

* AIR CALL MEDICAL (HOLDINGS) 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:

The accounting reference date to be entered alongside should be completed as in the following examples:

Day Month

3	1	1	2
---	---	---	---

5 April
Day Month

0	5	0	4
---	---	---	---

30 June
Day Month

3	0	0	6
---	---	---	---

31 December
Day Month

3	1	1	2
---	---	---	---

Signed

Secretary for and on behalf of
Westlex, Registrars Limited

{Director}[Secretary]† Date 20th October 1986

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

T/064/863217

BARTLETTS, de REYA
SOLICITORS
70 FLEET STREET
LONDON EC4Y 1EU
01-583 7070

For official Use
General Section

Post room



Company number: 2058177

THE COMPANIES ACT 1985

SPECIAL RESOLUTIONS

of

AIR CALL MEDICAL (HOLDINGS) LIMITED

Passed on 23rd February 1990

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at 180 Fleet Street, London EC4A 2NT on 23rd February 1990 the following resolutions were duly passed as SPECIAL RESOLUTIONS of the Company.

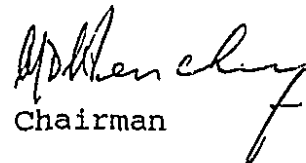
SPECIAL RESOLUTION

SPECIAL RESOLUTION

That the Memorandum of Association of the Company be amended by the deletion of the existing Clause 3 and the substitution of a new Clause 3 in the form annexed to this resolution and marked "A" for the purposes of identification.

SPECIAL RESOLUTION

That the Company adopt new Articles of Association in the form of the document attached to this resolution and marked "B" for the purposes of identification in substitution for and to the exclusion of the existing Articles of Association of the Company


Chairman

Presented by:

Taylor Joynson Garrett
180 Fleet Street
London EC4A 2NT

Ref: GAJ/CXF



"A"
No. 2058177

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

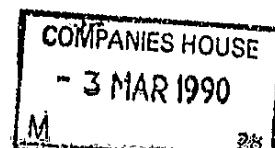
MEMORANDUM OF ASSOCIATION

- of -

AIR CALL MEDICAL (HOLDINGS) LIMITED

1. The Company's name is ^{1*}"AIR CALL MEDICAL (HOLDINGS) LIMITED".
2. The Company's registered office is to be situated in England.
3. The Company's objects are:-
 - ^{2*}(A) (1) To invest in, subscribe for, purchase and hold shares, stock, debentures, debenture stock and securities of any company, corporation or other body or authority wheresoever incorporated.
 - (2) To co-ordinate the administration and activities of some or all of the companies which are for the time being subsidiary companies of the Company (as defined by Section 736 of the Companies Act 1985) and to provide for all or any such companies management, financial, accounting, computer and other services and the services of personnel, accommodation and any other facilities as may be requisite or desirable

-
- ^{1*} The name of the Company was changed from Breybabel Limited to Air Call Medical (Holdings) Limited by Special Resolution passed on 8th October, 1986.
 - ^{2*} Clause 3 introduced by Special Resolution passed on 23rd February 1990.



for the operation and administration of their respective businesses.

- (B) To carry on any other trade or business whatsoever which may seem to the Company capable of being advantageously or conveniently carried on by the Company in connection with or as an extension of any of the businesses aforesaid or which is calculated directly or indirectly to enhance the value of or render more profitable any of the assets, property or rights of the Company.
- (C) To apply for, purchase, hire, take on lease or in exchange or otherwise acquire and hold for any estate or interest any land, buildings, offices, shops, factories, works, storehouses, wharves, erections, plant, machinery, equipment, stock and materials and any other real or personal property of any kind and any easements, trade mark, patents, copyrights, designs, inventions, licences, processes (secret or otherwise) and other rights and privileges of any kind necessary to or convenient for any business or undertaking of the Company or calculated directly or indirectly to enhance the value of or render more profitable any of its assets property or rights.
- (D) To lay out, establish, build, construct, set up, maintain, alter, enlarge, pull down, remove or replace, either alone or in conjunction with any other person firm or company, any buildings, offices, shops, factories, storehouses, works, wharves, erections, plant, machinery and equipment necessary to or convenient for any business or undertaking of the Company or calculated to enhance the value of or to render more profitable any of its assets property or rights and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To purchase or otherwise acquire and undertake upon such terms as the Company shall deem expedient the whole or any part of the business, undertaking, assets, liabilities and transactions of any person firm or company carrying on or proposing to carry on any business within the objects of the Company, or whose business, or any part of whose business, may conveniently or advantageously be combined with the business of the Company, or any of whose property is suitable for the purposes of the Company, and any stocks, shares or securities of any other company carrying on, or having objects authorising the carrying on, of any such business.

- (F) To manage, develop, improve, turn to account, exchange, mortgage, charge, pledge, sell, lease, grant licences and rights over or in respect of or otherwise deal with or dispose of the whole or any part of the property, business or undertaking for the time being of the Company and to surrender or accept surrender of any lease or tenancy or rights, for such consideration as the Company may think fit.
- (G) To borrow or raise and/or secure the payment of money in such amounts and manner and upon such terms as the Company may think fit and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise, the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing, whether at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, depositing any debentures or debenture stock (whether permanent or redeemable or repayable), notes or other instruments constituting an acknowledgment of indebtedness whether creating a charge or not; collaterally or further to secure any securities of the Company by a trust deed or other assurance and in connection with the borrowing or raising of money, become a member of any Building Society.
- (H) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of the Company.
- (I) To receive money on deposit or loan, and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit and give guarantees and become security for any person, firm or company.
- (J) To advance, deposit or lend money, securities and property and to procure capital, credit, means or resources to, with or for any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.
- (K) To enter into any guarantee, contract or indemnity or suretyship and in particular (without limiting the generality of the foregoing) to guarantee, support or secure, with or without consideration

or advantage, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by all or any of such methods, the performance of the obligations of and the repayment or payment of the principal amounts of, and any premiums, interest and dividends on, any securities or borrowed moneys of any person including (without limiting the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary or holding company of the Company or otherwise associated with the Company.

- (L) Subject to the provisions of the Companies Act 1985 (as from time to time amended or re-enacted), either with or without the Company receiving any consideration or advantage (directly or indirectly) from giving any such guarantee, security or assistance as is hereinafter referred to, to guarantee in any manner the payment of any moneys, the discharge of any debts and liabilities and the performance of any kind of obligation by any person, firm or corporation, wherever resident, formed or incorporated, including, but without limitation, any corporation which is a holding company, a subsidiary or a fellow subsidiary of the Company ("holding company" and "subsidiary" being as defined in Section 736 of the Companies Act 1985 as from time to time amended or re-enacted); to give any kind of indemnity or other undertaking in relation to the foregoing, to secure any such guarantee, indemnity or undertaking or the payment, discharge and performance of any such moneys, debts, liabilities and obligations or to secure the payment of any moneys, the discharge of any debts and liabilities and the performance of any kind of obligation by the Company, in each case by any mortgage, charge, pledge, lien or other security of any kind upon the whole or any part of the undertaking, property and assets of the Company, present and future, wherever situated, including its uncalled capital; without prejudice to the foregoing generality, to provide financial assistance (as defined in Section 152 of the Companies Act 1985 as from time to time varied or re-enacted) for the purposes of or in connection with an acquisition of shares in the Company or in any holding company of the Company; and, again without prejudice to the foregoing generality, to enter into any such transaction in relation to any debenture stock, loan stock, bonds, notes or other securities which have been or may be issued or allotted by any

person, firm or corporation, and to effect all kinds of similar transactions under the laws of England or any other country or territory.

- (M) To subscribe for underwrite, purchase or otherwise acquire, take, hold, or sell any shares or stocks, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest, lend and or deal with any moneys of the Company not immediately required for its operations in such manner and upon such terms and in such investments whether at home or abroad as the Company may from time to time think fit, and to vary investments.
- (N) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, bills of exchange, warrants and other negotiable instruments or commercial, mercantile or transferable instruments.
- (O) To grant pensions, allowances, gratuities and bonuses to directors, officers, ex-officers, employees or ex-employees of the Company or any of its subsidiaries, or of its predecessors in business or the relatives, dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts and to make contributions to funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their relatives, for the purchase or provision of any such gratuity, pension or allowance and to institute, assist and maintain any club, association or other establishment or fund or profit-sharing scheme for the benefit of or calculated to advance the interests of the Company or any of its subsidiaries or any of their respective officers or employees or ex-officers or ex-employees or any of the relatives or dependents of such persons and to establish and contribute to any scheme for the acquisition of shares and other securities of the Company by the Company's employees (including any director holding a salaried employment or office in the Company) or by trustees for their benefit and to lend money to the Company's employees to enable them to purchase shares in and securities of the Company and to formulate and to carry into effect any scheme for sharing the profits of the Company with its employees or any of them or for remunerating its employees out of, or in proportion to, the returns or profits of the Company.

- (P) To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him, it or them of shares or securities of the Company credited as paid in full or in part or otherwise.
- (Q) To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (R) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (S) To support or subscribe to or aid financially any charitable, benevolent, public, political, general or useful objects and to aid, financially or otherwise, any association or body having for an object the promotion of trade or industry or any other object which may benefit or be connected with the Company or its business or the interests of its members.
- (T) To promote or concur in promoting any other company for the purpose of acquiring the undertaking or any of the property, assets or rights or liabilities of such company, or the promotion of which will or might in any way benefit or advance the interest of the Company, and to underwrite, subscribe for, purchase, acquire or place any shares or securities of any such company.
- (U) To enter into any partnership or joint venture, or any agreement for co-operation or sharing or pooling profits or losses, or controlling or limiting profits or losses or output, or otherwise for mutual assistance, with any company, firm or person carrying on or proposing to carry on any business which the Company can carry on, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company, and to amalgamate with any other company or companies, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid (with or

without winding up) or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner thought fit.

- (V) To pay for any property or rights acquired by the Company either in cash payable as a lump sum or by instalments or otherwise, or in fully or partly paid-up shares (with or without preferred, deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise) or in securities of the Company, or partly in one way and partly in another, and to accept payment for any property or rights sold or otherwise disposed of by the Company either in cash payable as a lump sum or by instalments or otherwise or in fully or partly paid-up shares of any company or corporation (with or without deferred, preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise) or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (W) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Board of Directors shall consider to be in the nature of preliminary expenses.
- (X) To procure the Company to be registered or recognised in any overseas country or place.
- (Y) To make available to any person, firm or company on such terms as the Directors may think fit such premises, accommodation, furniture, equipment, clerical and manual services, and other services or needs as such person, firm or company may from time to time require.
- (Z) To distribute among the members in specie any property or assets of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the

sanction (if any) for the time being required by law.

- (AA) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (BB) To do all such acts or things as may be incidental or conducive to the attainment of the above-mentioned objects or any of them.

It is hereby declared that:-

- (i) the objects set forth in any sub-clause of this Clause 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein contained or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned or contained in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses; and
 - (ii) the word "company" in Clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed.
- 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
WESTLEX REGISTRARS LIMITED 70 Fleet Street, London EC4Y 1EU	1
WESTLEX NOMINEES LIMITED 70 Fleet Street, London EC4Y 1FU	1
Total number of shares taken	2

DATED the 29th day of August 1986

WITNESS to the above signatures:

PETER TOOKE SHEPPARD
70 Fleet Street,
London EC4Y 1EU

"B"

No. 2058177

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
AIR CALL MEDICAL (HOLDINGS) LIMITED

TABLE A

1. Except as provided in these Articles the Regulations contained in or made applicable by Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 ("Table A") as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to the Company. References to the Companies Act shall refer to the Companies Act 1985 as from time to time re-enacted or amended. In case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

SHARE CAPITAL

2. At the date of adoption of these Articles the share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.
3. (1) Any shares proposed to be issued 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 shall by Special Resolution otherwise direct.
(2) 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.
(3) After the expiration of that period, those shares declined or so deemed to be declined shall be offered in the proportions aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in



the same manner and limited by a like period as the original offer.

- (4) Any shares not accepted pursuant to such offer or further offer as aforesaid and any shares released from the provisions of this Article by such Special Resolution as aforesaid or which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the directors be conveniently offered in the manner hereinbefore provided shall be under the control of the directors, who subject to the Companies Act 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 thereof than the terms on which they were offered to the Members.
- (5) The directors are unconditionally authorised for the purposes of Section 80 of the Companies Act to allot shares and other securities including relevant securities as defined in the Companies Act up to a nominal amount of capital of £100 at any time or times during the period of five years from the date of adoption of these Articles subject to any direction given by the Company in General Meeting and the provisions of this Article.
- (6) Sub-sections (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Companies Act shall be excluded from applying to the Company.

LIEN

- 4. The Company shall have a first and paramount lien on shares (whether or not fully paid) standing registered in the name of any person, 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; and Regulation 8 of Table A shall be modified accordingly.

TRANSFER OF SHARES

- 5. 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 Regulation 24 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

6. Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company or of any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.
7. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the directors may determine; if within half an hour from the time appointed for the adjourned meeting a quorum is not present the meeting shall be dissolved. Regulation 41 of Table A shall be modified accordingly.
8. A poll may be demanded at any General Meeting by the Chairman or any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

9. Unless and until otherwise determined by ordinary resolution of the Company the number of directors (other than alternate directors) shall be not less than one and Regulation 64 of Table A shall not apply to the Company.
10. A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be liable to vacate office by reason of having attained that or any other age.

ALTERNATE DIRECTORS

11. (1) Regulation 66 of Table A as applicable to the Company shall be construed with the addition of the words at the end of the last sentence "unless an alternate director who is absent from the United Kingdom shall have given to the Company an address in the United Kingdom or at which notices can be served upon him. In the case of an address outside the United Kingdom, such notice shall be sent by cable or telex message unless adequate notice can be given in the ordinary course of the post".
- (2) The appointment of an alternate director shall immediately determine in any of the following events:-

- (a) if his appointor shall terminate the appointment
 - (b) on the happening of any event which, if he were a director, would cause him to vacate the office of a director
 - (c) if by writing under his hand left at the registered office of the Company or delivered to any meeting of the directors or handed to the Secretary he shall resign such appointment
 - (d) if his appointor shall cease for any reason to be a director.
- (3) Regulation 67 of Table A shall not apply to the Company.
 - (4) Regulation 68 of Table A shall be construed with the addition of the following words at the end of the Regulation "and shall take effect upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary or upon delivery to any meeting of the directors or any committee thereof".

POWERS OF DIRECTORS

- 12. Regulation 70 of Table A shall be read and construed so that the directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking property and uncalled capital or any part thereof and subject to Section 80 of the Companies Act to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.
- 13. Any director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a director; provided that nothing herein contained shall authorise the director or his firm to act as auditor of the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 14. (1) Regulations 73 to 75 inclusive of Table A shall not apply to the Company.
- (2) Regulation 76 of Table A as applicable to the Company shall be construed with the omission of the words "other than a director retiring by rotation".

- (3) Regulation 77 of Table A as applicable to the Company shall be construed with the omission of the words "(other than a director retiring by rotation at the meeting)".
- (4) Regulation 78 of Table A as applicable to the Company shall be construed with the omission of the words "and may also determine the rotation in which any additional directors are to retire".
- (5) Regulation 79 of Table A as applicable to the Company shall be construed with the omission of the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting".

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15. Regulation 81 of Table A shall apply to the Company with the omission of sub-paragraph (e).

DIRECTORS' GRATUITIES AND PENSIONS

- 16. (1) The directors may establish or concur or join with other companies (being a holding company or subsidiary companies of the Company or of any such holding company or companies with which the Company is associated in business) in establishing and making contributions out of the Company's money to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this paragraph and in paragraph (2) of this Article shall include any director appointed to any office or place of profit or to exercise special powers or authorities) and ex-employees of the Company and their dependants, or any class or classes of such persons.
- (2) The directors may pay, enter into agreements to pay or make grants (revocable or irrevocable, and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in paragraph (1) of this Article. Any such pension or benefit may, as the directors consider desirable, be granted to any employee either before and in anticipation of or upon or at any time after his actual retirement. Regulation 87 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

17. Regulation 88 of Table A as applicable to the Company shall be construed with the omission of the third sentence thereof and with the addition at the end of the Regulation of the words "it shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless a director who is absent from the United Kingdom shall have given to the Company an address in the United Kingdom at which notices can be served upon him. In the case of an address outside the United Kingdom, such notice shall be sent by cable or telex message unless adequate notice can be given in the ordinary course of the post".
18. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be one. Regulation 89 of Table A shall be modified accordingly. In the event of the minimum number of directors fixed by or pursuant to these Articles being one, a sole director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the directors generally.
19. A director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Companies Act. Subject to such disclosure a director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Regulation 94 of Table A shall be modified accordingly.
20. Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

INDEMNITY

21. Subject to the provisions of the Companies Act every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection

with any application under Section 727 of the Companies Act in which relief is granted to him by the Court. But this Clause shall only have effect in so far as its provisions are not avoided by Section 310 of the Companies Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

WESTLEX REGISTRARS LIMITED
70 Fleet Street
London EC4Y 1EU

WESTLEX NOMINEES LIMITED
70 Fleet Street
London EC4Y 1EU

DATED the 29th day of August 1986.

WITNESS to the above signatures:

PETER TOOKE SHEPPARD
70 Fleet Street
London EC4Y 1EU

PTS115/16

G

COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

Note
Please read the notes on page 3 before completing this form.

* insert full name of company

o insert name(s) and address(es) of all the directors

† delete as appropriate

§ delete whichever is inappropriate

To the Registrar of Companies
(Address overleaf- Note 5)

For official use

--	--	--	--

Company number

2058177

Name of company

* AIR CALL MEDICAL (HOLDINGS) LIMITED

† We o MAURICE DAVID CHRISTOPHER HENCHEY of The Larches
Firs Drive, Gustard Wood, Nr. Wheathampstead, Herts AL4 8LB
PETER ROBIN GREGORY of The Old Hunters Lodge, Whipsnade,
Dunstable, Bedfordshire LU6 2LN

[the sole director]† [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

- (a) that of a [recognised bank]† [licensed institution]† within the meaning of the Banking Act 1978§
(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§
(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company]† [company's holding company] Air Call (Holdings) Limited†

The assistance is for the purpose of [that acquisition]† [reducing or discharging a liability incurred for the purpose of that acquisition]†

The number and class of the shares acquired or to be acquired is: 3,731,603
Ordinary Shares of 5p each

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

TAYLOR JOYNSON GARRETT
180 FLEET STREET
LONDON EC4A 2NT

Ref: GAJ.CXF

For official Use
General Section

Post room

COMPANIES HOUSE

3 MAR 1990

M

28

The assistance is to be given to (note 2) Healthcall Group PLC ("HCG")
of 401 South Row, Central Milton Keynes MK9 2PH

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Please complete
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in black type, or
bold block lettering

The assistance will take the form of:

- 1) A Composite Guarantee and Debenture ("the BoS Security") in favour of the Governor and Company of the Bank of Scotland as agent ("BoS") as security for the obligations of HCG under the terms of a Facility Agreement dated 20th December 1989 made between (1) HCG (2) BoS as Agent (3) BoS as Guarantor of the Vendor Loan Notes (4) the Several Banks named in Schedule 1 ("the Facility Agreement") as from time to time varied by the parties thereto in writing.
- 2) A Composite Guarantee and Debenture ("the ICG Security") in favour of Intermediate Capital Group Limited ("ICG") as security for the obligations of HCG under a Mezzanine Loan Agreement dated 20th December 1989 made between (1) HCG and (2) ICG ("the Mezzanine Agreement")

The person who [has acquired]~~[will acquire]~~ the shares is:

† delete as
appropriate

Healthcall Group PLC ("HCG")

of 401 South Row, Central Milton Keynes MK9 2PH

The principal terms on which the assistance will be given are:

- 1) See attached Clause 4 and Schedule 3 of the BoS Security
- 2) See attached Clause 4 and Schedule 3 of the ICG Security

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is 23rd February 19 90

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

* delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)[~~It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]* (note 3)~~

And I/we 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 Taylor Johnson Garrett
180, Fleet Street
London EC4A 2NT
the 23rd day of February
one thousand nine hundred and ninety

Declarants to sign below

W. Johnson
R. J. Garrett

before me Susan Charles

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Maidy
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies Registration Office
102 George Street
Edinburgh
EH2 3DJ

KPMG Peat Marwick McLintock

Peat House
2 Cornwall Street
Birmingham B3 2DL

Telephone 021-233 1666
Telex 337774 PMMBHM G
Telefax 021-233 4390

DPC/2/KJP/CLH/54b

Our ref

Your ref

23rd February, 1990

The Directors,
Air Call Medical (Holdings) Limited,
401 South Row,
Central Milton Keynes.
MK9 2PH

Dear Sirs,

Financial assistance for the acquisition of shares

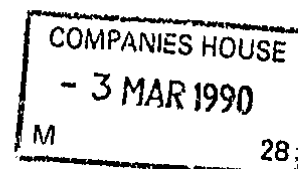
We have enquired into the state of affairs of Air Call Medical (Holdings) Limited ("the Company") in connection with the proposal that the Company shall give Healthcall Group PLC financial assistance for the purchase of 3,731,603 ordinary shares in Air Call (Holdings) Limited.

We are not aware of anything to indicate that the opinions expressed by the directors in the attached statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully,

KPMG Peat McLintock

Enc.



Member firm of
Klynveld Peat Marwick Goerdeler

Authorised to carry on investment business by the Institute of Chartered Accountants
in England & Wales.

The address for the purposes of Section 4, Business Names Act 1985 is 1 Puddie Dock,
Blackfriars, London EC4V 3PD at which a list of partners' names is available for inspection.

Obligations (or as the case may be the part of the Secured Obligations due to be paid) to the Agent for the account of the Banks.

- 2.2 Each Charging Company jointly and severally covenants and guarantees that it will on demand in writing by the Agent pay to the Agent all moneys and discharge all obligations and liabilities in respect of the Secured Obligations which shall for the time being be due owing or incurred in whatsoever manner by the Charging Companies or any of them (as the case may be) in respect of which default in payment on the due date has been made by the Borrower.
- 2.3 Each Charging Company hereby covenants that it shall on demand pay to the Agent all costs and expenses reasonably incurred by the Agent in relation to this Deed and all costs and expenses properly incurred in the protection and enforcement of the Agent's rights hereunder.
- 2.4 The Agent shall hold the benefit of the covenants in sub-clauses 2.1, 2.2 and 2.3 (and any other covenant expressed to be made in favour of it in this document), of this Deed and all security hereunder as, and all its rights and claims under this Deed and such security as shall be vested in it as, agent for the Banks as is hereby acknowledged by each of the parties to this Deed.
- 2.5 In the event of the Agent making any demand hereunder each Charging Company shall pay interest accruing from the date of such demand on the monies so demanded and on the amount of such other liabilities at the default rate of interest applicable to the sum demanded under the Facility Agreement (as well after as before any judgment) such interest to be paid upon interest payment dates selected by the Agent in accordance with its usual practice and to be compounded with rests on such payment dates in the event of its not being duly and punctually paid.

Guarantee Provisions

3. The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3.

Fixed and Floating Charges

4. As beneficial owner and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under this Deed:-

- 4.1 each of the Charging Companies hereby charges to the Agent by way of first legal mortgage all its freehold and leasehold interest in the properties title to which is registered at H.M. Land Registry described in Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered on the register at H.M. Land Registry or is an overriding interest);
- 4.2.1 Each of the Charging Companies hereby charges to the Agent by way of first specific equitable charge all estates and interests in freehold, leasehold and other immoveable property wheresoever situate hereafter belonging to such Charging Company other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1, together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same;
- 4.2.2 Each of the Charging Companies undertakes to deposit with the Agent the deeds and documents of title relating to the property which is subject to a specific equitable charge pursuant to Clause 4.2.1;
- 4.3 Each of the Charging Companies hereby charges to the Agent way of first fixed charge:-
- 4.3.1 all stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to such Charging Company) and, after the occurrence of an Event of Default, all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 4.3.2 the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by its Directors by a Receiver or a liquidator);

- 4.3.3 all present and future copyrights, patents, tradenames and registered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to any Charging Company;
- 4.3.4 all plant and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1 or 4.2);
- 4.3.5 all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and
- 4.3.6 all book debts (but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge) both present and future due or owing to such Charging Company (including, without limitation, debts due by or owing to another Charging Company) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights.
- 4.4 Each of the Charging Companies hereby charges to the Agent by way of first floating charge all the undertaking and all property and assets of the Charging Companies whatsoever and wheresoever both present and future, including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1, 4.2 or 4.3 or otherwise under or pursuant to this Deed.
- 4.5 The security from time to time constituted by or pursuant to this Deed shall:-
 - (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Agent or any Bank may at any time hold for any of

the Secured Obligations and it is hereby declared that no prior security held by the Agent or any Bank over the Charged Property or any part thereof shall merge into the security created hereby or pursuant hereto; and

- (b) remain in full force and effect as a continuing security until the Secured Obligations have been discharged in full.

Negative Pledge

5. Each Company hereby covenants that it shall not without the consent in writing of the Agent:-
- 5.1 create, extend or permit to subsist any Encumbrance (other than an Encumbrance permitted under the Facility Agreement) upon any of its present or future property assets or revenues to secure any liability, actual or contingent; or
- 5.2 save as permitted or required under this Deed or under the Facility Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of its undertaking or assets.

Further Security

- 6.1 Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of Section 76(i) (c) of the Act, each Charging Company shall from time to time whensoever requested by the Agent and at such Charging Company's cost, execute in favour of the Agent, or as the Agent may direct, such further or other legal assignments, transfers, mortgages, legal or other fixed or floating charges or other charges or securities as in each case the Agent may reasonably require over the Charged Property for the purpose of more effectively providing security for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Agent may reasonably require and may contain provisions such as are herein contained and provisions to the like effect and/or such other provisions of whatsoever kind as the Agent shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to this Deed.

SCHEDULE 3

1. The Guarantee is to be a continuing security for the whole amount now due or owing to the Agent which may hereafter at any time become due or owing to the Agent as provided for in Clause 2 (including any and all liabilities interest and bank charges arising pursuant to and in connection therewith). Reference in this Schedule to payments of sums owing or security held by or rights of the Agent shall include payments of sums owing or security held by or rights of the Agent both on its own behalf and on behalf of the Banks.
2. For all purposes of the liability of the Charging Companies and each of them to the Agent, under the Guarantee (including in particular but without prejudice to the generality of the foregoing the liability of the Charging Companies for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to the Agent (or would have become so due or owing were it not for the winding up of any other company) shall be deemed to continue due and owing to the Agent until the same shall be actually paid to the Agent notwithstanding the winding up of any company or any other event whatever.
3. The Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the Charging Companies or any of them) which the Agent, the Banks or any of them may now or hereafter hold on account of the Secured Obligations and is to be binding on the Charging Companies and each of them as a continuing security notwithstanding any payments from time to time made to the Agent and the Banks or any settlement of account or any other thing whatsoever.
4. The Guarantee is to be applicable to the ultimate balance that may become due to the Agent from any Charging Company and until payment of such balance no Charging Company shall be entitled to participate in any security held or money received by the Agent or the Banks on account of such balance or to stand in the Banks and/or the Agent's place in respect of any such security or money until all moneys and liabilities hereby guaranteed have been paid or discharged in full.
5. The Agent may without thereby discharging or in any way affecting the Guarantee at any time and from time to time (whether before or after any demand for payment made by the Agent under or any notice of determination of this Guarantee), refuse or grant (as the case may be) further credit or further financial facilities to any Charging Company or Charging Companies and accept composition from and make any other arrangements with any of the Charging

Companies or any persons liable to the Agent and the Banks in respect of securities held or to be held by any of them and enter into, give up and waive, modify, exchange or abstain from perfecting or taking advantage of or enforcing any securities, guarantees or other contracts or the proceeds of any of the foregoing, discharge any parties thereto and realise any securities in such manner as the Agent may think expedient.

6. In the event of any of the Charging Companies going into liquidation or being wound up or reconstructed or making any arrangement with its creditors, any dividends or payments which the Agent or any Bank may receive from the Charging Companies or any of them or any other persons shall be taken and applied as payments in gross and shall not prejudice the right of the Agent on behalf of the Banks to recover from the Charging Companies or any of them to the full extent of the Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to the Agent or the Banks by the Charging Companies and secured by the Guarantee.
7. The Agent may at any time or times without discharging or in any way affecting the Guarantee, grant to any of the Charging Companies time or indulgence or abstain from asserting, calling, exercising or enforcing the Guarantee or any remedies, securities, guarantees or other rights which it or may now or thereafter have from or against any of the Charging Companies.
8. The Agent may in its discretion grant time or other indulgence, or make any other arrangements, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Charging Companies) in respect of any of the Secured Obligations or of any other security therefor or guarantee in respect thereof without prejudice to the security constituted by or pursuant to the Guarantee.
11. All monies received, recovered or realised by the Agent under the Guarantee may in the direction of the Agent be credited by any suspense or impersonal account and may be held in such account for so long as the Agent reasonably thinks necessary for the protection of its rights under the Security Documents (with interest accruing thereon at such rate (if any) as the Agent thinks fit) pending their application from time to time (as the Agent shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations.
11. In the event of the winding up of any of the Charging Companies, the Agent on behalf of the Banks may (notwithstanding payment to the Agent or any Bank by any Charging Company or any other person of any part of the

amount hereby guaranteed or any release, settlement, discharge or arrangement made or given by the Agent or any Bank) rank as creditor and prove in the liquidation of the relevant Charging Company for the full amount of the Agent's and/or the Banks' claim and the Agent may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Charging Companies or any of them in competition with the Agent and/or the Banks until such claim is fully satisfied.

- 11.1 No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up (including Sections 238, 239, 242, 243, 244 or 245 of the Insolvency Act 1986), and no release, settlement or discharge given or made by the Agent or the Banks on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Agent or the Banks to enforce the Guarantee to its full extent.
- 11.2 Any such release, settlement, discharge or arrangement shall as between the Agent and the Banks or any of them (on the one hand) and the Charging Companies and each of them (on the other hand) be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given shall at any time thereafter be avoided under any of the before-mentioned statutory provisions to the intent and so that the Agent shall become and be entitled at any time after any such avoidance to exercise all or any of the rights in the Guarantee expressly conferred upon the Agent and all or any other rights which by virtue and as a consequence of the Guarantee the Agent would have been entitled to exercise but for such release, settlement, discharge or arrangement.
- 11.3 The Charging Companies and each of them agree that such security shall be deemed to have been and to have remained held by the Agent as and by way of security for the payment to the Agent of all or any sums which shall or may become due and owing to the Agent and the Banks from and by the Charging Companies or any of them either under and by virtue of the terms and conditions of the Guarantee in the event of and upon or after avoidance of any assurance, security or payment under the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of an Order or Decree (if any) made under sections 238, 239, 242 or 243 of the Insolvency Act 1986.
11. Each Charging Company agrees and consents to be bound by the Guarantee notwithstanding that any other Charging Company which was intended to execute these presents or any other company which was or is to undertake liability co-extensive with any liability assumed by a Charging Company hereunder, may not do so, or that any Charging Company or any other

company may be subsequently released from or found not to be bound by the same.

13. As a separate and independent stipulation and without prejudice to the provisions of paragraph 11, the Charging Companies and each of them agree that all sums of money which have become due hereunder and which may not be recoverable from the Charging Companies or any of them on the footing of a guarantee whether by reason of any legal limitation on or disability or incapacity of any company or any other fact or circumstance and whether known to the Agent and/or the Banks or not shall as to an equivalent amount thereof nevertheless be recoverable from the Charging Company or Charging Companies concerned as sole or principal debtor or debtors in respect thereof and shall be paid on demand in writing made by the Agent.

Sealed with the Common Seal of
Healthcall Group plc and
signed for and on its behalf by

Director

Director/Secretary

Sealed with the Common Seal of
Air Call (Holdings) Limited and
signed for and on its behalf by

Director

Director/Secretary

2.4 The Agent shall hold the benefit of the covenants in sub-clauses 2.1, 2.2 and 2.3 (and any other covenant expressed to be made in favour of it in this document), this Deed and all security hereunder as, and all its rights and claims under this Deed and such security as shall be vested in it as, agent for the Mezzanine Lenders as is hereby acknowledged by each of the parties to this Deed.

2.5 In the event of the Agent making any demand hereunder each Charging Company shall pay interest accruing from the date of such demand on the monies so demanded and on the amount of such other liabilities at the default rate of interest applicable to the sum demanded under the Mezzanine Loan Agreement (as well after as before any judgment) such interest to be paid upon interest payment dates selected by the Agent in accordance with its usual practice and to be compounded with rests on such payment dates in the event of its not being duly and punctually paid.

Guarantee Provisions

3. The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3.

Fixed and Floating Charges

4. As beneficial owner and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under this Deed:-

4.1 Each of the Charging Companies hereby charges to the Agent by way of second legal mortgage:-

4.1.1 all its freehold and leasehold interest in the properties title to which is registered at H.M. Land Registry described in Part A of Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered on the register at H.M. Land Registry or is an overriding interest);

4.1.2 the freehold and leasehold interest in the properties title to which is not registered at H.M. Land Registry described in Part B. of Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant

and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered at the Land Charges Registry);

4.2 each of the Charging Companies hereby charges to the Agent by way of specific equitable charge:-

4.2.1 all estates and interests in freehold, leasehold and other immoveable property wheresoever situate now or hereafter belonging to such Charging Company other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1, together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same or, in the

case of property hereafter acquired, at the date of acquisition;

4.3 each of the Charging Companies hereby charges to the Agent by way of second fixed charge:-

4.3.1 all stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including, but not limited to, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to such Charging Company), and, after the occurrence of an Event of Default, all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

4.3.2 the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by its Directors, by a Receiver or a liquidator);

4.3.3 all present and future copyrights, patents, trade names and registered designs (including applications and

rights to apply therefor), inventions, trade marks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to the Charging Company;

4.3.4 all plant and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1 4.2 or 4.3);

4.3.5 all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and

4.3.6 all book debts both present and future due or owing to such Charging Company (including, without limitation, debts due by or owing to another Charging Company) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge as defined in the facility agreement of 20th December 1989 and made between the Borrower (1) The Governor and the Company of the Bank of Scotland (2) and the Several Banks named therein (3).

4.4 With reference to the property equitably charged pursuant to Clause 4.2 such Charging Company undertakes to deposit with the Senior Agent (as defined in the Mezzanine Loan Agreement) the deeds and documents of title relating thereto

4.5 Each of the Charging Companies hereby charges to the Agent by way of second floating charge all the undertaking and all property and assets of the Charging Companies whatsoever and wheresoever both present and future, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1 4.2 or 4.3 or otherwise under or pursuant to this Deed.

4.6 The security from time to time constituted by or pursuant to this Deed shall:-

- (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Agent or any Mezzanine Lender may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Agent or any Mezzanine Lender over the Charged Property or any part thereof shall merge into the security created hereby or pursuant hereto; and
- (b) remain in full force and effect as a continuing security until the Secured Obligations have been discharged in full.

Negative Pledge

5. Each Company hereby covenants that it shall

SCHEDULE 3

1. The Guarantee is to be a continuing security for the whole amount now due or owing to the Agent which may hereafter at any time become due or owing to the Agent as provided for in Clause 2 (including any and all liabilities interest and bank charges arising pursuant to and in connection therewith). Reference in this Schedule to payments of sums owing or security held by or rights of the Agent shall include payments of sums owing or security held by or rights of the Agent both on its own behalf and on behalf of the Mezzanine Lenders.
2. For all purposes of the liability of the Charging Companies and each of them to the Agent, under the Guarantee (including in particular but without prejudice to the generality of the foregoing the liability of the Charging Companies for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to the Agent (or would have become so due or owing were it not for the winding up of any other company) shall be deemed to continue due and owing to the Agent until the same shall be actually paid to the Agent notwithstanding the winding up of any company or any other event whatever.
3. The Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the Charging Companies or any of them) which the

Agent, the Mezzanine Lenders or any of them may now or hereafter hold on account of the Secured Obligations and is to be binding on the Charging Companies and each of them as a continuing security notwithstanding any payments from time to time made to the Agent and the Mezzanine Lenders or any settlement of account or any other thing whatsoever.

4. The Guarantee is to be applicable to the ultimate balance that may become due to the Agent from any Charging Company and until payment of such balance no Charging Company shall be entitled to participate in any security held or money received by the Agent or the Mezzanine Lenders on account of such balance or to stand in the Mezzanine Lenders' and/or the Agent's place in respect of any such security or money until all moneys and liabilities hereby guaranteed have been paid or discharged in full.

5. The Mezzanine Lenders may without thereby discharging or in any way affecting the Guarantee at any time and from time to time (whether before or after any demand for payment made by the Agent under or any notice of determination of this Guarantee), refuse or grant (as the case may be) further credit or further financial facilities to any Charging Company and accept composition from and make any other arrangements with any of the Charging Companies or any persons liable to the Agent and the Mezzanine Lenders in respect of

securities held or to be held by any of them and enter into, give up and waive, modify, exchange or abstain from perfecting or taking advantage of or enforcing any securities, guarantees or other contracts or the proceeds of any of the foregoing, discharge any parties thereto and realise any securities in such manner as the Agent may think expedient.

6. In the event of any of the Charging Companies going into liquidation or being wound up or reconstructed or making any arrangement with its creditors, any dividends or payments which the Agent or any Mezzanine Lender may receive from the Charging Companies or any of them or any other persons shall be taken and applied as payments in gross and shall not prejudice the right of the Agent on behalf of the Mezzanine Lenders to recover from the Charging Companies or any of them to the full extent of the Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to the Agent or the Mezzanine Lenders by the Charging Companies and secured by the Guarantee.

7.1 The Agent may at any time or times without discharging or in any way affecting the Guarantee, grant to any of the Charging Companies time or indulgence or abstain from asserting, calling, exercising or enforcing the Guarantee or any remedies, securities, guarantees or

other rights which it or may now or thereafter have from or against any of the Charging Companies.

7.2 The Agent may in its discretion grant time or other indulgence, or make any other arrangements, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Charging Companies) in respect of any of the Secured Obligations or of any other security therefor or guarantee in respect thereof without prejudice to the security constituted by or pursuant to the Guarantee.

8. All monies received, recovered or realised by the Agent under the Guarantee may in the direction of the Agent be credited by any suspense or impersonal account and may be held in such account for so long as the Agent reasonably thinks necessary for the protection of its rights under the Security Documents (with interest accruing thereon at such rate (if any) as the Agent thinks fit) pending their application from time to time (as the Agent shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations.

9. In the event of the winding up of any of the Charging Companies, the Agent on behalf of the Mezzanine Lenders may (notwithstanding payment to the Agent or any Mezzanine Lender by any Charging Company or any other person of any part of the amount hereby guaranteed or

any release, settlement, discharge or arrangement made or given by the Agent or any Mezzanine Lender) rank as creditor and prove in the liquidation of the relevant Charging Company for the full amount of the Agent's and/or the Mezzanine Lenders' claim and the Agent may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Charging Companies or any of them in competition with the Agent and/or the Mezzanine Lenders until such claim is fully satisfied.

9.1 No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up (including Sections 238, 239, 242, 243, 244 or 245 of the Insolvency Act 1986), and no release, settlement or discharge given or made by the Agent or the Mezzanine Lenders on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Agent or the Mezzanine Lenders to enforce the Guarantee to its full extent.

9.2 Any such release, settlement, discharge or arrangement shall as between the Agent and the Mezzanine Lenders or any of them (on the one hand) and the Charging Companies and each of them (on the other hand) be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given shall at any time

thereafter be avoided under any of the before-mentioned statutory provisions to the intent and so that the Agent shall become and be entitled at any time after any such avoidance to exercise all or any of the rights in the Guarantee expressly conferred upon the Agent and all or any other rights which by virtue and as a consequence of the Guarantee the Agent would have been entitled to exercise but for such release, settlement, discharge or arrangement.

9.3 The Charging Companies and each of them agree that such security shall be deemed to have been and to have remained held by the Agent as and by way of security for the payment to the Agent of all or any sums which shall or may become due and owing to the Agent and the Mezzanine Lenders from and by the Charging Companies or any of them either under and by virtue of the terms and conditions of the Guarantee in the event of and upon or after avoidance of any assurance, security or payment under the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of an Order or Decree (if any) made under sections 238, 239, 242 or 243 of the Insolvency Act 1986.

10. Each Charging Company agrees and consents to be bound by the Guarantee notwithstanding that any other Charging Company which was intended to execute these presents or any other company which was or is to undertake liability co-extensive with any liability

assumed by a Charging Company hereunder, may not do so, or that any Charging Company or any other company may be subsequently released from or found not to be bound by the same.

11. As a separate and independent stipulation and without prejudice to the provisions of paragraph 11, the Charging Companies and each of them agree that all sums of money which have become due hereunder and which may not be recoverable from the Charging Companies or any of them on the footing of a guarantee whether by reason of any legal limitation on or disability or incapacity of any company or any other fact or circumstance and whether known to the Agent and/or the Mezzanine Lenders or not shall as to an equivalent amount thereof nevertheless be recoverable from the Charging Company or Companies concerned as sole or principal debtor or debtors in respect thereof and shall be paid on demand in writing made by the Agent.

G

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not
write in this
margin

Pursuant to section 155(6) 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

[] [] [] []

2058177

Name of company

* AIR CALL MEDICAL (HOLDINGS) LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

-I/We MAURICE DAVID CHRISTOPHER HENCHEY of The LarchesFirs Drive, Gustard Wood, Nr. Wheathampstead, Herts AL4 8BL

o insert name(s) and
address(es) of all
the directors

PETER ROBIN GREGORY of The Old Hunters Lodge, WhipsnadeDunstable, Bedfordshire LU6 2LN

† delete as
appropriate

~~the sole director~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

(a) ~~that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979~~(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~

(c) something other than the above§

This company is ~~the~~[a] holding company of* AIR CALL MEDICAL SERVICES
LIMITED

which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~[AIR CALL (HOLDINGS) LIMITED

the holding company of this company.]†

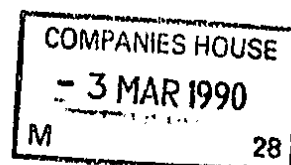
Presenter's name address and
reference (if any):

TAYLOR JOYNSON GARRETT
180 FLEET STREET
LONDON EC4A 2NT

REF: GAJ/CXF

For official Use
General Section

Post room



The assistance is for the purpose of [that acquisition]~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~† (note 1)

Please do not
write in
this margin

The number and class of the shares acquired or to be acquired is: 2,731,603 ordinary
shares of 5p each

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

The assistance is to be given to: (note 2) Healthcall Group PLC ("HCG")
of 401 South Row, Central Milton Keynes MK9 2PH

The assistance will take the form of:

- 1) A Composite Guarantee and Debenture ("the BoS Security") in favour of the Governor and Company of the Bank of Scotland as agent ("BoS") as security for the obligations of HCG under the terms of a Facility Agreement dated 20th December 1989 made between (1) HCG (2) BoS as Agent (3) BoS as Guarantor of the Vendor Loan Notes (4) the Several Banks named in Schedule 1 ("the Facility Agreement") as from time to time varied by the parties thereto in writing.
- 2) A Composite Guarantee and Debenture ("the ICG Security") in favour of Intermediate Capital Group Limited ("ICG") as security for the obligations of HCG under a Mezzanine Loan Agreement dated 20th December 1989 made between (1) HCG and (2) ICG ("the Mezzanine Agreement").

- 3) A loan of £4,000,000.

The person who [has acquired]~~[will acquire]~~† the shares is:
Healthcall Group PLC ("HCG")

† delete as
appropriate

of 401 South Row, Central Milton Keynes MK9 2PH

The principal terms on which the assistance will be given are:

- 1) See attached Clause 4 and Schedule 3 of the BoS Security
- 2) See attached Clause 4 and Schedule 3 of the ICG Security
- 3) See attached copy Loan Agreement

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £4,000,000

The value of any asset to be transferred to the person assisted is £ NIL

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

The date on which the assistance is to be given is 23rd February 1990

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

~~(b)[It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]*(note 3)~~

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

s 62 Declared at Taylor Toyahm Garrett
150, Fleet Street
London EC4A 2NT
the 23rd day of February
one thousand nine hundred and ninety

Declarants to sign below

Michael Chry

Paul J. J. J.

before me Susan Charles

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

KPMG Peat Marwick McLintock

Peat House
2 Cornwall Street
Birmingham B3 2DL

Telephone 021-233 1666
Telex 337774 PMMBHM G
Telefax 021-233 4390

Our ref DPC/2/KEC

Your ref

23rd February 1990

The Directors,
AirCall Medical (Holdings) Limited,
401 South Row,
Central Milton Keynes,
MK9 2PH

Dear Sirs,

AUDITORS REPORT TO THE DIRECTORS OF AIRCALL MEDICAL (HOLDINGS) LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 23rd February 1990 in connection with the proposal that AirCall Medical Services Limited should give financial assistance for the purchase of 3,731,603 of the ordinary shares of AirCall (Holdings) Limited. We have enquired into the state of the company's affairs so far as necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully,

KPMG Peat Marwick McLintock



Member firm of
Klynoid Peat Marwick Goerdeler

Authorised to carry on investment business by the Institute of Chartered Accountants
in England & Wales.

The address for the purposes of Section 4, Business Names Act 1985 is 1 Puddle Dock,
Blackfriars, London EC4V 3PD at which a list of partners' names is available for inspection

Obligations (or as the case may be the part of the Secured Obligations due to be paid) to the Agent for the account of the Banks.

- 2.2 Each Charging Company jointly and severally covenants and guarantees that it will on demand in writing by the Agent pay to the Agent all moneys and discharge all obligations and liabilities in respect of the Secured Obligations which shall for the time being be due owing or incurred in whatsoever manner by the Charging Companies or any of them (as the case may be) in respect of which default in payment on the due date has been made by the Borrower.
- 2.3 Each Charging Company hereby covenants that it shall on demand pay to the Agent all costs and expenses reasonably incurred by the Agent in relation to this Deed and all costs and expenses properly incurred in the protection and enforcement of the Agent's rights hereunder.
- 2.4 The Agent shall hold the benefit of the covenants in sub-clauses 2.1, 2.2 and 2.3 (and any other covenant expressed to be made in favour of it in this document), of this Deed and all security hereunder as, and all its rights and claims under this Deed and such security as shall be vested in it as, agent for the Banks as is hereby acknowledged by each of the parties to this Deed.
- 2.5 In the event of the Agent making any demand hereunder each Charging Company shall pay interest accruing from the date of such demand on the monies so demanded and on the amount of such other liabilities at the default rate of interest applicable to the sum demanded under the Facility Agreement (as well after as before any judgment) such interest to be paid upon interest payment dates selected by the Agent in accordance with its usual practice and to be compounded with rests on such payment dates in the event of its not being duly and punctually paid.

Guarantee Provisions

3. The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3.

Fixed and Floating Charges

4. As beneficial owner and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under this Deed:-

- 4.1 each of the Charging Companies hereby charges to the Agent by way of first legal mortgage all its freehold and leasehold interest in the properties title to which is registered at H.M. Land Registry described in Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered on the register at H.M. Land Registry or is an overriding interest);
- 4.2.1 Each of the Charging Companies hereby charges to the Agent by way of first specific equitable charge all estates and interests in freehold, leasehold and other immoveable property wheresoever situate hereafter belonging to such Charging Company other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1, together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same;
- 4.2.2 Each of the Charging Companies undertakes to deposit with the Agent the deeds and documents of title relating to the property which is subject to a specific equitable charge pursuant to Clause 4.2.1;
- 4.3 Each of the Charging Companies hereby charges to the Agent way of first fixed charge:-
- 4.3.1 all stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to such Charging Company) and, after the occurrence of an Event of Default, all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 4.3.2 the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by its Directors by a Receiver or a liquidator);

- 4.3.3 all present and future copyrights, patents, tradenames and registered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to any Charging Company;
- 4.3.4 all plant and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1 or 4.2);
- 4.3.5 all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and
- 4.3.6 all book debts (but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge) both present and future due or owing to such Charging Company (including, without limitation, debts due by or owing to another Charging Company) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights.
- 4.4 Each of the Charging Companies hereby charges to the Agent by way of first floating charge all the undertaking and all property and assets of the Charging Companies whatsoever and wheresoever both present and future, including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1, 4.2 or 4.3 or otherwise under or pursuant to this Deed.
- 4.5 The security from time to time constituted by or pursuant to this Deed shall:-
- (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Agent or any Bank may at any time hold for any of

the Secured Obligations and it is hereby declared that no prior security held by the Agent or any Bank over the Charged Property or any part thereof shall merge into the security created hereby or pursuant hereto; and

- (b) remain in full force and effect as a continuing security until the Secured Obligations have been discharged in full.

Negative Pledge

5. Each Company hereby covenants that it shall not without the consent in writing of the Agent:-
- 5.1 create, extend or permit to subsist any Encumbrance (other than an Encumbrance permitted under the Facility Agreement) upon any of its present or future property assets or revenues to secure any liability, actual or contingent; or
- 5.2 save as permitted or required under this Deed or under the Facility Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of its undertaking or assets.

Further Security

- 6.1 Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of Section 76(i) (c) of the Act, each Charging Company shall from time to time whensoever requested by the Agent and at such Charging Company's cost, execute in favour of the Agent, or as the Agent may direct, such further or other legal assignments, transfers, mortgages, legal or other fixed or floating charges or other charges or securities as in each case the Agent may reasonably require over the Charged Property for the purpose of more effectively providing security for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Agent may reasonably require and may contain provisions such as are herein contained and provisions to the like effect and/or such other provisions of whatsoever kind as the Agent shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to this Deed.

SCHEDULE 3

1. The Guarantee is to be a continuing security for the whole amount now due or owing to the Agent which may hereafter at any time become due or owing to the Agent as provided for in Clause 2 (including any and all liabilities interest and bank charges arising pursuant to and in connection therewith). Reference in this Schedule to payments of sums owing or security held by or rights of the Agent shall include payments of sums owing or security held by or rights of the Agent both on its own behalf and on behalf of the Banks.
2. For all purposes of the liability of the Charging Companies and each of them to the Agent, under the Guarantee (including in particular but without prejudice to the generality of the foregoing the liability of the Charging Companies for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to the Agent (or would have become so due or owing were it not for the winding up of any other company) shall be deemed to continue due and owing to the Agent until the same shall be actually paid to the Agent notwithstanding the winding up of any company or any other event whatever.
3. The Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the Charging Companies or any of them) which the Agent, the Banks or any of them may now or hereafter hold on account of the Secured Obligations and is to be binding on the Charging Companies and each of them as a continuing security notwithstanding any payments from time to time made to the Agent and the Banks or any settlement of account or any other thing whatsoever.
4. The Guarantee is to be applicable to the ultimate balance that may become due to the Agent from any Charging Company and until payment of such balance no Charging Company shall be entitled to participate in any security held or money received by the Agent or the Banks on account of such balance or to stand in the Banks and/or the Agent's place in respect of any such security or money until all moneys and liabilities hereby guaranteed have been paid or discharged in full.
5. The Agent may without thereby discharging or in any way affecting the Guarantee at any time and from time to time (whether before or after any demand for payment made by the Agent under or any notice of determination of this Guarantee), refuse or grant (as the case may be) further credit or further financial facilities to any Charging Company or Charging Companies and accept composition from and make any other arrangements with any of the Charging

Companies or any persons liable to the Agent and the Banks in respect of securities held or to be held by any of them and enter into, give up and waive, modify, exchange or abstain from perfecting or taking advantage of or enforcing any securities, guarantees or other contracts or the proceeds of any of the foregoing, discharge any parties thereto and realise any securities in such manner as the Agent may think expedient.

6. In the event of any of the Charging Companies going into liquidation or being wound up or reconstructed or making any arrangement with its creditors, any dividends or payments which the Agent or any Bank may receive from the Charging Companies or any of them or any other persons shall be taken and applied as payments in gross and shall not prejudice the right of the Agent on behalf of the Banks to recover from the Charging Companies or any of them to the full extent of the Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to the Agent or the Banks by the Charging Companies and secured by the Guarantee.
7. The Agent may at any time or times without discharging or in any way affecting the Guarantee, grant to any of the Charging Companies time or indulgence or abstain from asserting, calling, exercising or enforcing the Guarantee or any remedies, securities, guarantees or other rights which it or may now or thereafter have from or against any of the Charging Companies.
8. The Agent may in its discretion grant time or other indulgence, or make any other arrangements, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Charging Companies) in respect of any of the Secured Obligations or of any other security therefor or guarantee in respect thereof without prejudice to the security constituted by or pursuant to the Guarantee.
11. All monies received, recovered or realised by the Agent under the Guarantee may in the direction of the Agent be credited by any suspense or impersonal account and may be held in such account for so long as the Agent reasonably thinks necessary for the protection of its rights under the Security Documents (with interest accruing thereon at such rate (if any) as the Agent thinks fit) pending their application from time to time (as the Agent shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations.
11. In the event of the winding up of any of the Charging Companies, the Agent on behalf of the Banks may (notwithstanding payment to the Agent or any Bank by any Charging Company or any other person of any part of the

amount hereby guaranteed or any release, settlement, discharge or arrangement made or given by the Agent or any Bank) rank as creditor and prove in the liquidation of the relevant Charging Company for the full amount of the Agent's and/or the Banks' claim and the Agent may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Charging Companies or any of them in competition with the Agent and/or the Banks until such claim is fully satisfied.

- 11.1 No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up (including Sections 238, 239, 242, 243, 244 or 245 of the Insolvency Act 1986), and no release, settlement or discharge given or made by the Agent or the Banks on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Agent or the Banks to enforce the Guarantee to its full extent.
- 11.2 Any such release, settlement, discharge or arrangement shall as between the Agent and the Banks or any of them (on the one hand) and the Charging Companies and each of them (on the other hand) be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given shall at any time thereafter be avoided under any of the before-mentioned statutory provisions to the intent and so that the Agent shall become and be entitled at any time after any such avoidance to exercise all or any of the rights in the Guarantee expressly conferred upon the Agent and all or any other rights which by virtue and as a consequence of the Guarantee the Agent would have been entitled to exercise but for such release, settlement, discharge or arrangement.
- 11.3 The Charging Companies and each of them agree that such security shall be deemed to have been and to have remained held by the Agent as and by way of security for the payment to the Agent of all or any sums which shall or may become due and owing to the Agent and the Banks from and by the Charging Companies or any of them either under and by virtue of the terms and conditions of the Guarantee in the event of and upon or after avoidance of any assurance, security or payment under the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of an Order or Decree (if any) made under sections 238, 239, 242 or 243 of the Insolvency Act 1986.
11. Each Charging Company agrees and consents to be bound by the Guarantee notwithstanding that any other Charging Company which was intended to execute these presents or any other company which was or is to undertake liability co-extensive with any liability assumed by a Charging Company hereunder, may not do so, or that any Charging Company or any other

company may be subsequently released from or found not to be bound by the same.

13. As a separate and independent stipulation and without prejudice to the provisions of paragraph 11, the Charging Companies and each of them agree that all sums of money which have become due hereunder and which may not be recoverable from the Charging Companies or any of them on the footing of a guarantee whether by reason of any legal limitation on or disability or incapacity of any company or any other fact or circumstance and whether known to the Agent and/or the Banks or not shall as to an equivalent amount thereof nevertheless be recoverable from the Charging Company or Charging Companies concerned as sole or principal debtor or debtors in respect thereof and shall be paid on demand in writing made by the Agent.

Sealed with the Common Seal of
Healthcall Group plc and
signed for and on its behalf by

Director

Director/Secretary

Sealed with the Common Seal of
Air Call (Holdings) Limited and
signed for and on its behalf by

Director

Director/Secretary

2.4 The Agent shall hold the benefit of the covenants in sub-clauses 2.1, 2.2 and 2.3 (and any other covenant expressed to be made in favour of it in this document), this Deed and all security hereunder as, and all its rights and claims under this Deed and such security as shall be vested in it as, agent for the Mezzanine Lenders as is hereby acknowledged by each of the parties to this Deed.

2.5 In the event of the Agent making any demand hereunder each Charging Company shall pay interest accruing from the date of such demand on the monies so demanded and on the amount of such other liabilities at the default rate of interest applicable to the sum demanded under the Mezzanine Loan Agreement (as well after as before any judgment) such interest to be paid upon interest payment dates selected by the Agent in accordance with its usual practice and to be compounded with rests on such payment dates in the event of its not being duly and punctually paid.

Guarantee Provisions

3. The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3.

Fixed and Floating Charges

4. As beneficial owner and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under this Deed:-

4.1 Each of the Charging Companies hereby charges to the Agent by way of second legal mortgage:-

4.1.1 all its freehold and leasehold interest in the properties title to which is registered at H.M. Land Registry described in Part A of Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered on the register at H.M. Land Registry or is an overriding interest);

4.1.2 the freehold and leasehold interest in the properties title to which is not registered at H.M. Land Registry described in Part B of Schedule 2 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant

and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered at the Land Charges Registry);

4.2 each of the Charging Companies hereby charges to the Agent by way of specific equitable charge:-

4.2.1 all estates and interests in freehold, leasehold and other immoveable property wheresoever situate now or hereafter belonging to such Charging Company other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1, together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same or, in the

case of property hereafter acquired, at the date of acquisition;

4.3 each of the Charging Companies hereby charges to the Agent by way of second fixed charge:-

4.3.1 all stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including, but not limited to, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to such Charging Company), and, after the occurrence of an Event of Default, all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

4.3.2 the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by its Directors, by a Receiver or a liquidator);

4.3.3 all present and future copyrights, patents, trade names and registered designs (including applications and

rights to apply therefor), inventions, trade marks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to the Charging Company;

4.3.4 all plant and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1 4.2 or 4.3);

4.3.5 all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and

4.3.6 all book debts both present and future due or owing to such Charging Company (including, without limitation, debts due by or owing to another Charging Company) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge as defined in the facility agreement of 20th December 1989 and made between the Borrower (1) The Governor and the Company of the Bank of Scotland (2) and the Several Banks named therein (3).

4.4 With reference to the property equitably charged pursuant to Clause 4.2 such Charging Company undertakes to deposit with the Senior Agent (as defined in the Mezzanine Loan Agreement) the deeds and documents of title relating thereto

4.5 Each of the Charging Companies hereby charges to the Agent by way of second floating charge all the undertaking and all property and assets of the Charging Companies whatsoever and wheresoever both present and future, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1 4.2 or 4.3 or otherwise under or pursuant to this Deed.

4.6 The security from time to time constituted by or pursuant to this Deed shall:-

- (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Agent or any Mezzanine Lender may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Agent or any Mezzanine Lender over the Charged Property or any part thereof shall merge into the security created hereby or pursuant hereto; and
- (b) remain in full force and effect as a continuing security until the Secured Obligations have been discharged in full.

Negative Pledge

5. Each Company hereby covenants that it shall

SCHEDULE 3

1. The Guarantee is to be a continuing security for the whole amount now due or owing to the Agent which may hereafter at any time become due or owing to the Agent as provided for in Clause 2 (including any and all liabilities interest and bank charges arising pursuant to and in connection therewith). Reference in this Schedule to payments of sums owing or security held by or rights of the Agent shall include payments of sums owing or security held by or rights of the Agent both on its own behalf and on behalf of the Mezzanine Lenders.

2. For all purposes of the liability of the Charging Companies and each of them to the Agent, under the Guarantee (including in particular but without prejudice to the generality of the foregoing the liability of the Charging Companies for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to the Agent (or would have become so due or owing were it not for the winding up of any other company) shall be deemed to continue due and owing to the Agent until the same shall be actually paid to the Agent notwithstanding the winding up of any company or any other event whatever.

3. The Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the Charging Companies or any of them) which the

Agent, the Mezzanine Lenders or any of them may now or hereafter hold on account of the Secured Obligations and is to be binding on the Charging Companies and each of them as a continuing security notwithstanding any payments from time to time made to the Agent and the Mezzanine Lenders or any settlement of account or any other thing whatsoever.

4. The Guarantee is to be applicable to the ultimate balance that may become due to the Agent from any Charging Company and until payment of such balance no Charging Company shall be entitled to participate in any security held or money received by the Agent or the Mezzanine Lenders on account of such balance or to stand in the Mezzanine Lenders' and/or the Agent's place in respect of any such security or money until all moneys and liabilities hereby guaranteed have been paid or discharged in full.

5. The Mezzanine Lenders may without thereby discharging or in any way affecting the Guarantee at any time and from time to time (whether before or after any demand for payment made by the Agent under or any notice of determination of this Guarantee), refuse or grant (as the case may be) further credit or further financial facilities to any Charging Company and accept composition from and make any other arrangements with any of the Charging Companies or any persons liable to the Agent and the Mezzanine Lenders in respect of

securities held or to be held by any of them and enter into, give up and waive, modify, exchange or abstain from perfecting or taking advantage of or enforcing any securities, guarantees or other contracts or the proceeds of any of the foregoing, discharge any parties thereto and realise any securities in such manner as the Agent may think expedient.

6. In the event of any of the Charging Companies going into liquidation or being wound up or reconstructed or making any arrangement with its creditors, any dividends or payments which the Agent or any Mezzanine Lender may receive from the Charging Companies or any of them or any other persons shall be taken and applied as payments in gross and shall not prejudice the right of the Agent on behalf of the Mezzanine Lenders to recover from the Charging Companies or any of them to the full extent of the Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to the Agent or the Mezzanine Lenders by the Charging Companies and secured by the Guarantee.

7.1 The Agent may at any time or times without discharging or in any way affecting the Guarantee, grant to any of the Charging Companies time or indulgence or abstain from asserting, calling, exercising or enforcing the Guarantee or any remedies, securities, guarantees or

other rights which it or may now or thereafter have from or against any of the Charging Companies.

7.2 The Agent may in its discretion grant time or other indulgence, or make any other arrangements, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Charging Companies) in respect of any of the Secured Obligations or of any other security therefor or guarantee in respect thereof without prejudice to the security constituted by or pursuant to the Guarantee.

8. All monies received, recovered or realised by the Agent under the Guarantee may in the direction of the Agent be credited by any suspense or impersonal account and may be held in such account for so long as the Agent reasonably thinks necessary for the protection of its rights under the Security Documents (with interest accruing thereon at such rate (if any) as the Agent thinks fit) pending their application from time to time (as the Agent shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations.

9. In the event of the winding up of any of the Charging Companies, the Agent on behalf of the Mezzanine Lenders may (notwithstanding payment to the Agent or any Mezzanine Lender by any Charging Company or any other person of any part of the amount hereby guaranteed or

any release, settlement, discharge or arrangement made or given by the Agent or any Mezzanine Lender) rank as creditor and prove in the liquidation of the relevant Charging Company for the full amount of the Agent's and/or the Mezzanine Lenders' claim and the Agent may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Charging Companies or any of them in competition with the Agent and/or the Mezzanine Lenders until such claim is fully satisfied.

9.1 No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up (including Sections 238, 239, 242, 243, 244 or 245 of the Insolvency Act 1986), and no release, settlement or discharge given or made by the Agent or the Mezzanine Lenders on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Agent or the Mezzanine Lenders to enforce the Guarantee to its full extent.

9.2 Any such release, settlement, discharge or arrangement shall as between the Agent and the Mezzanine Lenders or any of them (on the one hand) and the Charging Companies and each of them (on the other hand) be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given shall at any time

thereafter be avoided under any of the before-mentioned statutory provisions to the intent and so that the Agent shall become and be entitled at any time after any such avoidance to exercise all or any of the rights in the Guarantee expressly conferred upon the Agent and all or any other rights which by virtue and as a consequence of the Guarantee the Agent would have been entitled to exercise but for such release, settlement, discharge or arrangement.

9.3 The Charging Companies and each of them agree that such security shall be deemed to have been and to have remained held by the Agent as and by way of security for the payment to the Agent of all or any sums which shall or may become due and owing to the Agent and the Mezzanine Lenders from and by the Charging Companies or any of them either under and by virtue of the terms and conditions of the Guarantee in the event of and upon or after avoidance of any assurance, security or payment under the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of an Order or Decree (if any) made under sections 238, 239, 242 or 243 of the Insolvency Act 1986.

10. Each Charging Company agrees and consents to be bound by the Guarantee notwithstanding that any other Charging Company which was intended to execute these presents or any other company which was or is to undertake liability co-extensive with any liability

assumed by a Charging Company hereunder, may not do so, or that any Charging Company or any other company may be subsequently released from or found not to be bound by the same.

11. As a separate and independent stipulation and without prejudice to the provisions of paragraph 11, the Charging Companies and each of them agree that all sums of money which have become due hereunder and which may not be recoverable from the Charging Companies or any of them on the footing of a guarantee whether by reason of any legal limitation on or disability or incapacity of any company or any other fact or circumstance and whether known to the Agent and/or the Mezzanine Lenders or not shall as to an equivalent amount thereof nevertheless be recoverable from the Charging Company or Companies concerned as sole or principal debtor or debtors in respect thereof and shall be paid on demand in writing made by the Agent.

3)
THIS AGREEMENT is made the 23rd day of February 1990

BETWEEN:

- (1) HEALTHCALL GROUP PLC of 401 South Row, Central Milton Keynes MK9 2PH ("Healthcall"); and
- (2) AIR CALL MEDICAL SERVICES LIMITED of 401 South Row, Central Milton Keynes MK9 2PH ("the Lender").

WHEREAS:

- (A) The Lender has agreed to make a loan to Healthcall of £4,000,000 ("the Loan").
- (B) The Lender and Healthcall have agreed to enter into this agreement to record the terms on which the Loan is to be made.

NOW IT IS AGREED as follows:-

1. THE Lender will lend the Loan to Healthcall on and subject to the terms of this agreement.
2. THE Loan will be interest free.
3. THE Loan will be fixed for a period of twelve months from the date of this agreement and thereafter will be repayable on demand.
4. HEALTHCALL shall be entitled to draw down the entire Loan in one tranche at any time after today's date.
5. THIS agreement shall be governed by and construed in accordance with English law and each of the parties to this agreement hereby submits to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREAS the duly authorised representative of each of the parties to this agreement has signed this agreement the day and year first above-mentioned.

SIGNED by [Signature])
 duly authorised for and on)
 behalf of HEALTHCALL GROUP)
PLC in the presence of:-)

SIGNED by [Signature])
 duly authorised for and on)
 behalf of AIR CALL MEDICAL)
SERVICES LIMITED in the)
 presence of:-)

Company No: 2058177



THE COMPANIES ACT 1985-1989

WRITTEN RESOLUTION

OF

ALL THE MEMBERS OF

AIRCALL MEDICAL (HOLDINGS) LIMITED

(Passed in accordance with
the Articles of
Association of the Company)

We, being all the members of the above Company hereby RESOLVE
as follows:-

THAT the Company change its name to:

"HEALTHCALL MEDICAL (HOLDINGS) LIMITED"

Negshan
.....
For and on behalf of
AIRCALL (HOLDINGS) LIMITED

M. D. Henchey
.....
For and on behalf of
MAURICE DAVID HENCHY

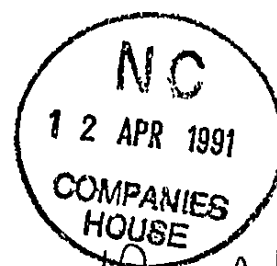
Dated: 8th APRIL 1991

Presented by:

Taylor Joynson Garrett
180 Fleet Street
LONDON EC4A 2NT

TEL: 071 430 1122

REF: CAF



BS/P-320.18/286704

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**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2058177

I hereby certify that

AIR CALL MEDICAL (HOLDINGS) LIMITED

having by special resolution changed its name,

is now incorporated under the name of

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 17 APRIL 1991

91 Rose
ROSE

an authorised officer