

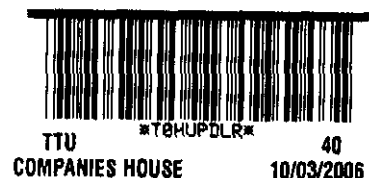
Company Number: 3833184

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

***REVELATION HEALTHCARE LIMITED**



-
- 1 The Company's name is *REVELATION HEALTHCARE Limited.
 - 2 The Company's registered office is situated in England and Wales.
 - 3 The objects for which the Company is established are:
 - 3.1 to carry on any trade or business whatsoever and the Company has power to do all such things as are incidental or conducive to the carrying on of any trade or business by it;
 - 3.2 to acquire and take over any businesses or undertakings carried on upon, or in connection with any land or building which the Company may have acquired or desire or propose to acquire or carry on or dispose of, remove or put an end to any such business or otherwise deal with it as may seem expedient;
 - 3.3 to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or assets;
 - 3.4 to purchase or by any other means acquire any freehold, leasehold, or other property or any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and building, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things and any form of real or personal property or rights which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company;

- 3.5 to build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm or company in doing any of these things, and to work, manage and control these or join with others in so doing;
- 3.6 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.7 to acquire the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on, and as part of the consideration for such acquisitions to accept all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation or for limiting competition, or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of these acts or things or property acquire, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock, or securities so received;
- 3.8 to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property or rights of the Company;
- 3.9 to invest and deal with the monies of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined;
- 3.10 to lend and advance money or give credit to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either 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 both such methods, the performance of the obligations and the payment of the capital or principal (together with any premiums) of, and the dividends or interest on any debenture stock, shares or other securities of any company, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company as defined by section 736 of the Companies Act 1985, or a subsidiary or subsidiary undertaking (as defined in the Companies Act 1985 as amended by the Companies Act 1989) of the Company or the Company's holding company or otherwise associated with the Company in business;

- 3.11 to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability that it may undertake;
- 3.12 to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of trading, warrants, debentures and other negotiable or transferable instruments;
- 3.13 to apply for, promote and obtain any Act of Parliament, provisional Order, or Licence of the Board of Trade, or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to the prejudice of the Company's interests;
- 3.14 to enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government, authority, company, firm or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions;
- 3.15 to subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company whether or not having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company;

- 3.16 to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others;
- 3.17 to remunerate any person, firm or company rendering services to the Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient;
- 3.18 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company, to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company;
- 3.19 to support and subscribe to any charitable or public objects, and any institution, society or club which may be for the benefit of the Company or its employees or any such other company or person as mentioned below, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been directors or officers of, or who are or have been employed by, or who are serving or have served the Company or any company which is a subsidiary of the Company or is allied to or associated in business with the Company or with any such subsidiary company or any business acquired by the Company, and to the wives, widows, children, and other relatives and dependants of such persons to make payment towards insurance, and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants;
- 3.20 to promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company;
- 3.21 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;

- 3.22 to distribute among members of the Company in kind any property of the Company and in particular any shares, debentures, or securities of any other company belonging to the Company or of which the Company may have the power of disposing;
- 3.23 to procure the Company to be registered or recognised in any part of the world; and
- 3.24 to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

IT IS HEREBY EXPRESSLY DECLARED that each sub-clause of this clause shall be construed independently of the other sub-clauses of this clause, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4 The liability of the members is limited.

~~5 The share capital of the Company is ~~£100.00~~ ^{10,000} divided into ~~1,100~~ ordinary shares of ~~1p~~ each.~~

* The Company changed its name from Fitness Link Limited to Revelation Healthcare Limited by special resolution dated 24 August 1999.

~~** INCREASED BY ORDINARY RESOLUTION DATED 20/11/2000.~~


5. The share capital of the company was further increased to £510,000 divided into 10,000 ordinary shares of 1p each and 500,000 Redeemable Preference shares of £1 each by Ordinary Resolution dated 06/03/2006.

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**

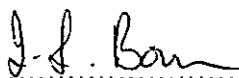
Rutland Directors Limited
18 Southampton Place, London WC1A 2AJ



For and on behalf of Rutland Directors Limited

1

Rutland Secretaries Limited
18 Southampton Place, London WC1A 2AJ



For and on behalf of Rutland Secretaries Limited

1

Dated 24 August 1999

Witness to the above signatures:



Name: Abbi Jackson

Address: 18 Southampton Place, London WC1A 2AJ

Occupation: Legal Assistant

Company Number: 3833184

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
*REVELATION HEALTHCARE
LIMITED
Incorporated on 24 August 1999

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

***REVELATION HEALTHCARE LIMITED**

1 DEFINITIONS

1.1 In these Articles the following words have the meanings set out below.

- 1.1.1 "Act" means the Companies Act 1985.
- 1.1.2 "Auditors" means the auditors from time to time appointed by the Company.
- 1.1.3 "Board" means the directors of the Company present at a meeting of the board of directors or a committee of directors duly convened and held.
- 1.1.4 "Buyer" means a Member willing to buy Shares comprised in a Transfer Notice.
- 1.1.5 "Family Trusts" means, in relation to any Member, trusts under which the beneficiaries or potential beneficiaries are exclusively the Member concerned and/or one or more of his Privileged Relations.
- 1.1.6 "Member" means a holder of Shares.
- 1.1.7 "Offer Notice" means a notice offering Shares for sale to the Members under Article 8.6.4.
- 1.1.8 "Prescribed Price" means the price per Share specified in the Transfer Notice for the Shares to be sold or (if no price is specified) certified by the Auditors under Article 8.6.3.

- 1.1.9 "Privileged Relation" means the spouse and every child, stepchild, adopted child or other lineal descendant or ancestor of a Member or any brother or sister, half brother, half sister (whether by adoption or otherwise) of the Member.
- 1.1.10 "Proposing Transferor" means a Member proposing to dispose of Shares.
- 1.1.11 "Shares" include any beneficial interest in shares in the Company.
- 1.1.12 "Table A" means the regulations contained in Table A of the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985.
- 1.1.13 "Transfer" means a transfer of any Shares, the renunciation of any allotment of Shares or any rights to subscribe for or receive an allotment of Shares.
- 1.1.14 "Transfer Notice" means a written notice served by a Member on the Company indicating his desire to dispose of Shares.

2 INTERPRETATION

- 2.1 Words and phrases defined in the Act have the same meanings in these Articles.
- 2.2 Where reference is made to a statutory provision this includes all prior and subsequent enactments, amendments and modifications of that provision and any regulations made under it.
- 2.3 References to the masculine gender include the feminine and neuter and vice versa. Similarly, references to the singular include the plural and vice versa.
- 2.4 The headings in these Articles are inserted for convenience only and shall not affect the construction or interpretation of any of the provisions contained in them.
- 2.5 References to writing include typewriting, printing, lithography, photography, telex and facsimile messages and any other method of producing words in a legible and permanent manner.

3 TABLE A

- 3.1 Except as provided in these Articles, Table A shall apply to the Company. Where there is a conflict between any provision of these Articles and a provision of Table A, the relevant provision of these Articles shall apply to the exclusion of the relevant provision of Table A.

4 PRELIMINARY

- 4.1 The Board may at any time require any Member to furnish them with such information as they may consider necessary to determine whether or not the Company is a close company within the meaning of the Income and Corporation Taxes Act 1988, together with such evidence as they may reasonably require for that purpose.
- 4.2 If a Member does not comply with such requirements the Board may withhold any dividends on all or any Shares registered in the name of that Member (whether solely or jointly with some other person or persons).

5 SHARE CAPITAL

- * 5.1 The share capital of the Company is ~~£19.98~~ ^{£510,000} divided into ~~1,998~~ ^{£100.00 10,000} shares of 1p each *and 500,000 REDEEMABLE PREFERENCE SHARES OF £1 EACH.*

6 ALLOTMENT OF SHARES

- 6.1 Subject to the provisions of Article 6.3, and in accordance with section 80 of the Act, the Board are unconditionally authorised at any time or times during the period expiring on the day prior to the fifth anniversary of the date of incorporation:
- 6.1.1 to allot relevant securities of the Company (as defined in section 80 of the Act) up to the amount of the authorised but unissued share capital of the Company at the date of such allotment; and
- 6.1.2 to make or enter into any offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority.
- 6.2 Subject to section 80 of the Act, the authority given in Article 6.1 may be renewed, revoked or varied by the Company at any time by ordinary resolution. Unless renewed, revoked or varied, such authority shall expire at the end of the period referred to in Article 6.1.

6.3 In relation to any proposed allotment of Shares the following shall apply.

6.3.1 Subject to the provisions of Article 6.3.2, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of Shares, all Shares shall be issued to such persons, upon such terms and conditions and with such rights, priorities, privileges or restrictions as the resolution creating or issuing them or effecting the increase in the authorised share capital of the Company directs. In the absence of any direction all Shares (whether forming part of the existing or any increased capital) shall be at the disposal of the Board. Subject to section 80 of the Act, the Board may issue them to such persons, at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit. Accordingly, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

6.3.2 Unless the Company by special resolution otherwise directs, any Shares in the capital of the Company which are proposed to be issued shall be offered first to the Members in proportion as nearly as possible to the number of the existing Shares held by each of them respectively. The offer shall be made by notice specifying the number of Shares offered and limiting a period (being not less than 21 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period any Shares not accepted will be offered, in the same proportions, to the Members who have accepted all Shares initially offered to them. This further offer shall be made in the same manner as the original offer but shall be limited to a period of 7 days. Any Shares not accepted pursuant to either the original offer or any further offer, or which are not capable (in the sole opinion of the Board) of being offered except by way of fractions, shall be at the disposal of the Board, who may issue, grant options over or otherwise dispose of them to such persons and on such terms as they think fit. However:

6.3.2.1 Shares are not to be disposed of on terms which are more favourable than the terms on which they were offered to the Members; and

6.3.2.2 this sub-clause 6.3.2 shall not apply to any initial allotment of Shares made by the Board on or within 6 months of the date of incorporation of the Company.

7 LIENS

- 7.1 The Company has a first and paramount lien on every Share (whether fully paid or not) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share.
- 7.2 The Company also has a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person indebted or under a liability to the Company. This lien shall apply to any Share of which such person is the sole registered holder or one of several joint holders and shall be a first and paramount lien for all monies and liabilities whether presently due and payable or not.
- 7.3 The Company's lien (if any) on a Share shall extend to any amount payable in respect of it.
- 7.4 Regulation 8 of Table A shall not apply to the Company.
- 7.5 The buyer of any Shares sold pursuant to Regulation 9 of Table A shall not be bound to see to the application of the purchase money. Regulation 10 of Table A shall be modified accordingly.
- 7.6 The Board may at any time declare any Share to be wholly or in part exempt from the provisions of Articles 7.2 to 7.4 inclusive.

8 TRANSFER OF SHARES

- 8.1 The Board may in their absolute discretion and without giving any reason decline to register any Transfer of any Share (whether or not it is a fully paid Share) unless:
- 8.1.1 it is lodged at the registered office of the Company or such place as the Board may appoint;
 - 8.1.2 it is accompanied by the certificate for the Shares it represents and such other evidence as the Board may reasonably require to show the right of the transferor to make the Transfer;
 - 8.1.3 it is in respect of only one class of Shares;
 - 8.1.4 it is in favour of not more than 4 transferees; and
 - 8.1.5 it is a Transfer made pursuant to or in accordance with the provisions of Articles 8.4, 8.5 or 8.6.

- 8.2 The Board may in their absolute discretion and without giving any reason decline to register any Transfer of any Share (whether or not it is a fully paid Share) to a person of whom they do not approve.
- 8.3 Regulation 24 of Table A shall not apply to the Company.
- 8.4 A Member may at any time transfer all or any Shares:
- 8.4.1 to a Privileged Relation;
 - 8.4.2 to trustees to be held upon Family Trusts;
 - 8.4.3 except in the case of Shares held upon Family Trusts, to a company which is the holding company or a subsidiary of a holding company of that Member; or
 - 8.4.4 where Shares are held by trustees upon Family Trusts, to new trustees of or to persons who are beneficiaries under such trusts.
- 8.5 If any company to which any Shares have been transferred pursuant to Article 8.4.3 (whether directly or by a series of Transfers) for whatever reason ceases to be a company to which the transferor of such Shares (or the original transferor in a series of transfers) would be entitled to transfer Shares pursuant to Article 8.4.3, then the Board may require that company to transfer the Shares transferred to it to the transferor or (as the case may be) the original transferor of those Shares.
- 8.6 Except as provided in Articles 8.4 and 8.5, the right to transfer Shares is subject to the following restrictions.
- 8.6.1 Before transferring any Shares the Proposing Transferor must serve a Transfer Notice on the Company. The Transfer Notice shall constitute the Company his agent for the sale of the Shares mentioned to any Member or Members. Subject to Article 8.6.6, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Board.
 - 8.6.2 The consideration for the sale of the Shares specified in the Transfer Notice is the Prescribed Price.
 - 8.6.3 On receipt of any Transfer Notice which does not specify a price per Share, the Company will request the Auditors (acting as experts and not as arbitrators) to certify the Prescribed Price. In determining the Prescribed Price the Auditors shall:

- 8.6.3.1 determine the sum which a willing buyer would offer to a willing seller for the entire issued share capital of the Company;
- 8.6.3.2 divide the sum determined by the number of Shares in issue; and
- 8.6.3.3 make such adjustments (if any) as they consider necessary to allow for any rights which may be outstanding to call for the issue of further Shares in the Company.

In determining the Prescribed Price no account shall be taken of any premium or discount arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Shares (whether contained in these Articles or elsewhere).

- 8.6.4 All the Shares included in any Transfer Notice shall, within 14 days of receipt of the Transfer Notice or in a case falling within Article 8.6.3 receipt of the Auditors' certificate as to the Prescribed Price, be offered by the Company to all Members (other than the Proposing Transferor) for purchase at the Prescribed Price. All offers shall be made by notice and shall specify a time (being not less than 30 days from the date of the notice) within which the offer must be accepted or, in default, shall be deemed to have been declined.
- 8.6.5 If the Members, within the period specified in the Offer Notice, apply for all or any of the Shares, the Company shall allocate them (or so many of them as shall be applied for) amongst the Buyers. In the case of competition the Shares shall be allocated pro rata according to the number of Shares in the Company in respect of which each of the Buyers is registered or unconditionally entitled to be registered as holder. No Buyer shall be obliged to take more than the maximum number of Shares specified by him in his acceptance.
- 8.6.6 If the Company, after making offers in accordance with Article 8.6.4, finds a Buyer or Buyers willing to buy some only of the Shares, the Company shall give notice of that fact to the Proposing Transferor. The notice shall be given within 7 days of the last date for acceptances under Article 8.6.4. The Proposing Transferor will then be entitled to revoke his Transfer Notice by notice to the Company within a further 7 days of receipt of notice from the Company.

- 8.6.7 If the Company finds a Buyer or Buyers willing to buy the Shares (or any of them) it shall (following the expiry of the period contained in Article 8.6.6 if applicable) give notice to the Proposing Transferor and he shall be bound upon payment of the Prescribed Price to transfer those Shares to the respective Buyers. Every such notice must state the name and address of each Buyer and the number of Shares agreed to be bought by him. The purchase shall be completed at a place and time to be appointed by the Board.
- 8.6.8 If any Proposing Transferor, after having become bound to transfer any Shares to a Buyer, makes default in transferring all or any of the relevant Shares, the Board may authorise some person to execute any necessary instruments of Transfer on behalf of and as attorney for the Proposing Transferor. The Board may receive the purchase money and shall cause the name of the Buyer to be entered in the Register of Members as the holder of the relevant Shares. The purchase money shall be held by the Company on trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Buyer who shall not be bound to see to its application. After the name of the Buyer has been entered in the register of Members in purported exercise of the powers contained in this Article 8.6.8, the validity of the proceedings shall not be questioned by any person.
- 8.6.9 During the 3 months following the expiry of the period specified in the Offer Notice, the Proposing Transferor shall be at liberty to transfer to any persons and at any price (being not less than the Prescribed Price) any Share for which the Company has not found a Buyer or Buyers (as evidenced by notices served by the Company pursuant to Article 8.6.7). However, if the Proposing Transferor has revoked his Transfer Notice in pursuance of Article 8.6.6 he shall not be entitled to sell under this Article 8.6.9 some only of the Shares comprised in the relevant Transfer Notice. The Board may require to be satisfied that any Shares transferred under the provisions of this Article 8.6.9 are being transferred in pursuance of a bona fide sale at arm's length for the consideration stated in the instrument of Transfer, without any deduction, rebate or allowance whatever to the buyer, whether direct or indirect.
- 8.6.10 A person entitled to a Share in consequence of the death, bankruptcy, receivership or liquidation of a Member shall be bound at any time, if and when called on in writing by the Board to do so, to give a Transfer Notice (without specifying a price per Share) in respect of all the Shares

then registered in the name of the deceased or insolvent Member. This requirement will not apply if such person is or, within 90 days of becoming so entitled to transfer the Shares held by him, becomes a person to whom such Shares may be transferred pursuant to Articles 8.4 and 8.5. Regulations 30 and 31 of Table A are to take effect accordingly.

- 8.6.11 For the purpose of ensuring that a Transfer of Shares is duly authorised, or that no circumstances have arisen where a Transfer Notice is required to be given, the Board may from time to time require any Member or past Member or the legal personal representatives or trustee in bankruptcy, receiver or liquidator of any Member, or any person named as transferee in any instrument of Transfer lodged for registration, to furnish to the Company such information as they may reasonably think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence is not furnished to the reasonable satisfaction of the Board within a reasonable time after request, they shall be entitled to refuse to register the Transfer in question or (where no Transfer is in question) to require by notice that a Transfer Notice be given in respect of the Shares concerned. If such information or evidence discloses that in the reasonable opinion of the Board a Transfer Notice ought to have been given in respect of any Shares the Board may by notice require that a Transfer Notice be given in respect of the Shares concerned.
- 8.6.12 In any case where, under the provisions of these Articles, the Board may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given, it shall be deemed to have been given at the expiry of a period of 2 weeks from the date of the demand. In any such case all the provisions of these Articles shall take effect except that no right of revocation as contained in Article 8.6.6 shall apply.
- 8.6.13 The restrictions on transfer contained in these Articles shall not apply to any Transfer approved in writing by all the Members for the time being.
- 8.6.14 The provisions of this Article 8.6 shall at all times be subject to the provisions of Articles 8.1, 8.2 and 8.3.

9 TRANSMISSION OF SHARES

- 9.1 Subject to Article 8.6.10, a person entitled to a Share in consequence of a death, bankruptcy, receivership or liquidation of a Member shall be bound at any time, if and when called upon in writing by the Board to do so, to elect either to be registered himself or to transfer the Shares. If such notice is not complied with, the Board may withhold all payments in respect of the Shares until such time as it is.

10 NOTICES

- 10.1 Any notice required to be given under these Articles shall be in writing and signed by (or by some person duly authorised by) the person giving it. The notice may be served by leaving it at or sending it by recorded delivery or registered post to (in the case of the Company) its registered office for the time being or (in the case of a Member) his registered address within the United Kingdom.
- 10.2 Any notice so served shall be deemed to have been received:
- 10.2.1 in the case of a personal service, upon delivery; and
 - 10.2.2 in the case of recorded delivery or registered post, 48 hours from the date of posting.
- 10.3 In the case of notices sent by post, it shall be sufficient in proving service to establish that the envelope containing it was properly addressed, stamped and posted.

11 GENERAL MEETINGS

- 11.1 The Board may convene general meetings.
- 11.2 On the requisition of Members pursuant to the provisions of the Act, the Board shall immediately proceed to convene an extraordinary general meeting for a date not later than that permitted by the Act. If there are not for a consecutive period of 6 weeks or more sufficient directors in the United Kingdom to convene a general meeting, any director may do so. If there are no directors of the Company at any time, any member may convene a general meeting.
- 11.3 Regulation 37 of Table A shall not apply to the Company.

12 PROCEEDINGS AT GENERAL MEETINGS

- 12.1 If at any adjourned general meeting a quorum is not present within half an hour from the time appointed for the meeting or, if during such an adjourned meeting a quorum ceases to be present, one person entitled to be counted in a quorum shall be a quorum.
- 12.2 A poll may be demanded at any general meeting by any Member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
- 12.3 An instrument executed for the purposes of Regulation 53 shall be deemed to be duly executed if it is sent to or received by the Company in writing under the name of the Member or his duly authorised representative.

13 ALTERNATE DIRECTORS

- 13.1 An alternate director's appointment will determine if he resigns by writing under his hand left at or sent to the registered office of the Company.
- 13.2 An alternate director may be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a director.

14 APPOINTMENT AND RETIREMENT

- 14.1 The directors shall not retire by rotation. Regulations 73 to 75 (inclusive) and Regulation 80 of Table A shall not apply to the Company.
- 14.2 Regulations 76 and 77 of Table A shall be amended by omitting the words "other than a director retiring by rotation".
- 14.3 Regulation 78 of Table A shall be amended by omitting the words "and may also determine the rotation in which any additional directors are to retire".
- 14.4 Regulation 79 of Table A shall be amended by omitting the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting".

15 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15.1 In addition to the provisions of Regulation 81 of Table A, the office of a director shall be vacated if (in the opinion of the Board) a director is incapable by reason of

mental disorder not falling within paragraph (c) of Regulation 81 of Table A or illness or injury or otherwise of managing or administering his affairs and the Board resolve his office be vacated. Regulation 81 of Table A shall be modified accordingly.

16 DIRECTORS' APPOINTMENT AND INTERESTS

- 16.1 The Board may at any time (but without prejudice to any claim for damages which a director may have for breach of any service contract) remove or dismiss a director appointed to any office or terminate any agreement or arrangement made with any director pursuant to Regulation 84 of Table A. Regulation 84 of Table A shall be modified accordingly.
- 16.2 The last sentence of Regulation 84 of Table A shall not apply to the Company.
- 16.3 A managing director or other executive director shall (without prejudice to any claim for damages he may have for breach of any service contract) be subject to the same provisions as to removal and vacation of office as the other directors of the Company. If he ceases to hold the office of director for any reason, he shall immediately cease to be managing director or executive director.
- 16.4 Regulations 85 and 86 of Table A shall be amended by omitting the words "and extent" wherever they appear.

17 DIRECTORS' GRATUITIES AND PENSIONS

- 17.1 Regulation 87 of Table A shall be amended by adding the words "or associated company" after the word "subsidiary" wherever it appears in the Regulation.

18 PROCEEDINGS OF DIRECTORS

- 18.1 It shall be necessary to give notice of a meeting to a director who is absent from the United Kingdom if such director has notified the Secretary in writing of a method by which he can be contacted for the purpose of serving such a notice. Regulation 88 shall be modified accordingly.
- 18.2 Subject to the requirements of the Act, any director or alternate director may as a director vote at any meeting of the Board in respect of any contract or arrangement in which he is interested. If he does so, his vote shall be counted and he shall be reckoned in the quorum present at the meeting. Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company.

- 18.3 Any director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and any director participating in a meeting in this manner shall be deemed to be present in person at such meeting.

19 INDEMNITY

- 19.1 Every director, alternate director, secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office. This indemnity includes any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 727 of the Act in which relief is granted to him by the court. No director, alternate director, secretary or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office. However, this Article shall only have effect insofar as its provisions are not avoided by the provisions of the Act.

20 Redeemable Preference Shares

- 20.1 The Redeemable Preference shares shall on a winding up or other repayment of capital entitle the holders to have the assets of the Company available for distribution among the members applied, in priority to any other class of shares, in paying to them *pari passu* the capital paid on such shares.
- 20.2 The Redeemable Preference shares shall not confer the right to any further or other participation in the profits or assets of the Company.
- 20.3 The Redeemable Preference shares shall not entitle the holders to receive notice of or attend or vote at any general meeting of the Company.
- 20.4 The Company may, subject to the provisions of the Companies Act 1985 and at the discretion of the Board of Directors, at any time redeem the whole or any part of the Redeemable Preference shares upon giving to the shareholders whose shares are to be redeemed not less than three months' notice in writing expiring at any time. The Company shall not be entitled to redeem any Redeemable Preference share unless it is a fully paid share.

- 20.5 Any notice of redemption shall specify the particular shares to be redeemed, the date fixed for redemption and the place at which the certificates for such shares are to be presented for redemption. At the time and place so fixed, each holder thereof shall be bound to surrender to the Company for cancellation the certificates for his shares which are to be redeemed for cancellation (together with a receipt for the moneys payable to him upon the redemption of such shares). Upon each surrender, the Company shall pay to him the amount due upon redemption. If any certificate so surrendered to the Company shall include any Redeemable Preference shares not then to be redeemed, a fresh certificate for those shares shall be issued without charge.
- 20.9 There shall be paid on each Redeemable Preference share redeemed the amount paid up thereon.

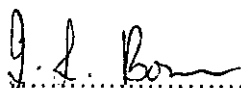
Names and addresses of Subscribers

**Number of Shares taken by each
Subscriber**

Rutland Directors Limited

One

18 Southampton Place, London WC1A 2AJ

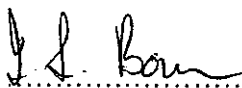
.....

For and on behalf of Rutland Directors Limited

Rutland Secretaries Limited

One

18 Southampton Place, London WC1A 2AJ

.....

For and on behalf of Rutland Secretaries Limited

DATE: 24 August 1999

Witness to the above signatures:



Name: Abbi Jackson

Occupation: Legal Assistant

Address: 18 Southampton Place, London WC1A 2AJ