

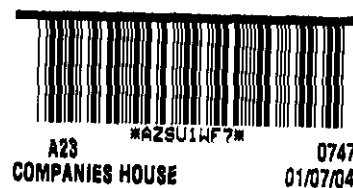
THE COMPANIES ACTS 1985 to 1989

4316249

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

PATIENTFIRST PARTNERSHIPS LIMITED



1. The Company's name is "PATIENTFIRST PARTNERSHIPS LIMITED".
2. The Company's registered office is to be situated in England and Wales.
- 3.1 The object of the Company is to carry on business as a general commercial company.
- 3.2 Without prejudice to the generality of the object and the powers of the Company derived from section 3A of the Act the Company has power to do all or any of the following things:-
 - 3.2.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

¹ The company's name was changed from ELITESCOOP LIMITED by special resolution passed on 22 November 2001 and from JARVIS PRIMARY HEALTH LIMITED on 5 December 2003.

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

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

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

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

3.2.6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

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

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

3.2.9 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for

any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

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

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

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

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

3.2.14 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.

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

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

3.2.17 To distribute among the members of the Company in kind any property of the Company of whatever nature.

3.2.18 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 or other securities of the Company.

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

3.2.20 Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition.

3.2.21 To procure the Company to be registered or recognised in any part of the world.

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

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

3.2.24 AND so that:-

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

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

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

4. The liability of the members is limited.
5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.²

² The Company's authorised share capital was increased by special resolution dated 23 November 2001 to £300,000 by the creation of 299,999 ordinary shares of £1 each ranking pari passu in all respects with the 1,000 ordinary shares of £1 each.

On the same date, again by special resolution, each ordinary share of £1 in the authorised share capital of the company was subdivided into 10 shares with a nominal value of £0.10 each so that the authorised share capital of the company be 3,000,000 shares of £0.10 each.

On 21 December 2001, by special resolution, the authorised share capital of the company was redesignated into A and B shares so that the authorised share capital of the company be 1,500,000 A shares of £0.10 each and 1,500,000 B shares of £0.10 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of Subscriber

Number of shares taken
by the Subscriber

Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU

- One

Total shares taken

- One

Dated 1st November 2001

Witness to the above Signature:-

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU

COMPANY NO: 4316249

THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY SHARES

OF

ARTICLES OF ASSOCIATION

PATIENTFIRST PARTNERSHIPS LIMITED (the "Company")

PRELIMINARY AND INTERPRETATION

The Company is a private company. The Regulations contained in Table A, save insofar as they are excluded or varied hereby, and the Articles hereinafter contained shall constitute the regulations of the Company. Regulations 2, 3, 24, 40, 50, 54, 64 to 69 (inclusive), 72 to 81 (inclusive), 89 to 91 (inclusive), 101 and 118 of Table A shall not apply to the Company.

1. In these Articles, any reference to:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"Article" means the appropriate section of these Articles;

"A Director" means any director from time to time appointed and holding office pursuant to Article 55.1;

"A Shares" means the ordinary shares of £0.10 each designated A Shares in the capital of the Company from time to time;

"A Shareholder" means the holder (or joint holders) of any A Shares;

"Associate" has the meaning given to it by section 435 of the Insolvency Act 1986;

"B Director" means any director from time to time appointed and holding office pursuant to Article 55.2;

"B Shares" means the ordinary shares of £0.10 each designated B Shares in the capital of the Company from time to time;

"B Shareholder" means the holder (or joint holders) of any B Shares;

"Board" means the Board of Directors from time to time;

"Business Day" means a day (excluding a Saturday or Sunday) on which banks are generally open for business in London;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Jarvis" means Jarvis plc (Company number 2238084);

"Jarvis Group" means Jarvis and any subsidiary undertaking of Jarvis from time to time;

"a person of unsound mind" means a person who is, or may be, suffering from mental disorder and either:

he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in England & Wales an application for admission under the Mental Health (England & Wales) Act 1960; or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis of other person to exercise powers with respect to his property or affairs.

"Minimum Percentage" not less than 15% of the issued share capital of the Company from time to time.

"Regulation" means the appropriate regulation from Table A;

"Secretary" means the secretary of the Company (which may be a corporate entity) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"Share" means any A Share and/or any B Share and any other share forming part of the share capital of the Company from time to time;

"Shareholders Agreement" means the subscription and shareholders agreement dated 22 November 2001 made between (1) the Healthcare Property Company Limited, (2) Jarvis (3) the Company, (4) Henry Lafferty and (5) Sinclair Montrose Trust Limited as the same may be amended, supplemented, restated or novated from time to time;

"Table A" means Table A set out in the schedule to the Companies Act (Table A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No.1052);

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of Table A that apply to the Company bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.

2. SHARES

The share capital of the Company at the date of adoption of these Articles of Association is £300,000 divided into 1,500,000 A Shares and 1,500,000 B Shares.

3. The A Shares and the B Shares in issue from time to time shall be separate classes of shares but save as herein expressly provided shall rank *pari passu* in all respects.
4. The Company may exercise the powers of paying commissions conferred by the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
5. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

SHARE CERTIFICATES

6. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.
7. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

8. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.
9. The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
10. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
11. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES AND FORFEITURE

12. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
13. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

15. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
16. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
17. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
18. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
19. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
20. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
21. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

22. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFERS

- 23.1 The directors shall register a transfer made either in accordance with the provisions of Articles 24 and 25 or pursuant to the written agreement of all the members for the time being or in accordance with the terms of the Shareholders' Agreement.
- 23.2 Subject to the provisions of Article 23.1 the directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share.
- 23.3 The directors shall decline to register any transfer of shares unless the transferee has, if so required by the terms of the Shareholders' Agreement or otherwise, first entered into an appropriate deed of adherence pursuant to the Shareholders' Agreement.
- 23.4 If any A Shares are transferred to a holder of B Shares, they shall be redesignated as B Shares and if any B Shares are transferred to a holder of A Shares, they shall be redesignated as A Shares.
- 24.1 For the purpose of this Article:-
- (a) the word "company" includes any body corporate;
 - (b) the expression "Business Day" means a day (other than a Saturday or a Sunday) on which banks are open in the City of London for the transaction of normal banking business;
 - (c) the expression a "Permitted Transferee", means:-
 - (i) where the Shareholder is a company, any person connected (within the meaning of section 839 of the Income and Corporation Taxes Act 1988) with the Shareholder;
 - (ii) where the Shareholder is an individual, any member of his immediate family (which shall be deemed to comprise spouse, parents, grandparents, children, grandchildren, siblings and children and grandchildren of siblings) or any trust of which the beneficiaries are members of his immediate family; and

- (iii) any Shareholder holding shares of the same class as the Transferor.;
- (d) the expression "Transferor" means a person (other than a Permitted Transferee) which has transferred or proposes to transfer shares to a Permitted Transferee;
- (e) the expression "Relevant Shares" means and includes (so far as the same remain for the time being held by any Permitted Transferee) the Shares originally transferred to such Permitted Transferee and any additional Shares issued to such Permitted Transferee by way of capitalisation or acquired by such Permitted Transferee in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

24.2 Any Shares may be transferred:-

- (a) at any time by any member to a Permitted Transferee; and
- (b) at any time to any person with the consent in writing of all other members of the Company;

provided that no transfer may be made and the directors shall not register a transfer unless the provisions of Article 23.3 have been observed.

24.3 If a Permitted Transferee ceases to be a Permitted Transferee, it shall be the duty of the Permitted Transferee and the original Transferor forthwith to notify the directors in writing that such event has occurred and it shall be the duty of the Transferor and the Permitted Transferee to procure that the Relevant Shares are thereupon retransferred to the Transferor or the Permitted Transferee of the original Transferor (any such transfer being deemed to be authorised under the foregoing provisions of this Article 24).

24.4 If the Transferee fails to transfer the Relevant Shares within 20 Business Days of the Transferee ceasing to be a Permitted Transferee of the Transferor then the Transferee shall be deemed to have served, in accordance with Article 25.2, a Transfer Notice in respect of the Relevant Shares, save that such Transfer Notice shall be deemed to include a price set at the Fair Value (as defined in Article 25.3) for the Relevant Shares and shall not be withdrawn in any circumstances.

25.1 Except in the case of a transfer or disposal permitted under Article 24, the right to transfer or to dispose of any shares or any interest therein, shall be subject to the restrictions and provisions of this Article 25.

25.2 Before transferring or disposing of any shares or any interest of any shares ("Sale Shares"), any shareholder proposing to transfer or dispose of the same (the "Proposing Transferor") shall give a notice in writing (the "Transfer Notice") to the Company that that person desires to transfer or dispose of the same. The Transfer Notice shall

constitute the Company such shareholder's agent for the sale of the Sale Shares (together with all rights and obligations attached thereto) at the Fair Value (determined in accordance with Article 25.3) during the Prescribed Period (as defined in Article 25.4 below) and otherwise in accordance with this Article 25. The Transfer Notice shall not be revocable except with the consent of all the directors of the Company or where the Proposing Transferor is not willing to sell at the Fair Value as determined in accordance with Article 25.3 and has given prior notice to this effect.

25.3 On the giving of the Transfer Notice the directors of the Company shall notify the members that the auditors of the Company or, if the proposing Transferor, or if any member objects within 7 days of the directors' notice to the members of the Transfer Notice, requests an independent accountant of international standing (acting as an expert and not an arbitrator) will determine and give an opinion as to the sum per share for the Sale Shares considered by them to be the fair value thereof taking into account the rights and regulations attaching to such shares as at the date of the proposed transfer which when so determined and certified shall be the "Fair Value". The Fair Value of the Sale Shares shall be determined using the following principles:

- (a) the Sale Shares are being sold on an arm's length sale between a willing vendor and a willing purchaser;
- (b) the Company is carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the Sale Shares are capable of being transferred without restriction;
- (d) each Sale Share has the value which corresponds to its proportion of the value of all the issued Shares taken as a whole; and
- (e) no reduction or additional value is attached to any holding of Shares by virtue only of the holding comprising or after purchase conferring a majority or minority of the total issued share capital of the Company.

In any case there shall be deducted from the Fair Value so agreed or certified, save to the extent that such has already been taken into account in calculating the Fair Value, any dividend or other distribution declared or made on or paid after the date of the agreement or, as the case may be, certification of the Fair Value which is to be retained by the Proposing Transferor. If the Proposing Transferor is not willing to sell at the Fair Value then the Proposing Transferor may within a period of 15 Business Days following the date of determination of the Fair Value withdraw the Sale Shares from sale by serving notice on the Company to that effect. The cost of the independent accountant shall be borne by the Proposing Transferor.

25.4 All Sale Shares included in any Transfer Notice shall first be offered by the Company by notice in writing to all the shareholders of the same class as the Sale Shares (other than

the member to whose shares the Transfer Notice relates) for purchase at the Fair Value on terms that, in the case of competition, the Sale Shares so offered shall (in accordance with the provisions of these Articles) be sold to members wishing to accept such offer in proportion (as nearly as may be without involving fractions or increasing the number of shares sold) to their existing holding of shares. Such offer shall specify a time limit (not being less than ten Business Days) within which it must be accepted or in default of acceptance will lapse (the "First Prescribed Period").

- 25.5 If the Company shall within the First Prescribed Period find shareholders (the "Class Purchasers") to purchase all of the Sale Shares, it shall give notice in writing thereof to the Proposing Transferor (the "Vendor") who shall be bound upon payment of the Fair Value to transfer such Sale Shares to the respective Class Purchasers. Each such notice shall state the name and address of the Class Purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time being not less than ten Business Days after the date of such notice and as are contained in such notice.
- 25.6 If the Company shall not within the First Prescribed Period find Class Purchasers for all or any of the Sale Shares, the Sale Shares for which offers have not been received shall be offered to any other shareholders of the Company. Such offer shall specify a time limit (not being less than ten Business Days) within which it must be accepted or in default of acceptance will lapse (the "Second Prescribed Period").
- 25.7 If the Company shall within the Second Prescribed Period find shareholders (the "Other Purchasers") to purchase all of, or the remaining, Sale Shares, it shall give notice in writing thereof to the Vendor who shall be bound upon payment of the Fair Value to transfer such Sale Shares to the respective Other Purchasers. Each such notice shall state the name and address of the Other Purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time being not less than ten Business Days after the date of such notice and as are contained in such notice.
- 25.8 If the Company shall not within the First Prescribed Period or the Second Prescribed Period find Class Purchasers and/or Other Purchasers ("the Purchasers") willing to purchase all the shares which are the subject of the Transfer Notice it shall give notice in writing thereof to the Proposing Transferor and then the Proposing Transferor, at any time thereafter up to the expiration of one month after the end of the Second Prescribed Period, shall be at liberty to transfer the Sale Shares to any person on a bona fide sale at any price not being less than the Fair Value (after deducting where appropriate any dividend or other distribution paid, declared or made after the date of the Transfer Notice and being retained by the Proposing Transferor and which was not taken into account in the determination of the Prescribed Price) provided that no transfer may be made and the directors shall not register a transfer unless the provisions of Article 23.3 have been observed.

26. No share shall be transferred to or held by, any infant, bankrupt, or trustee in bankruptcy or receiver, or person of unsound mind.
27. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
28. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
29. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

GENERAL MEETINGS

30. All general meetings other than annual general meetings shall be called extraordinary general meetings.
31. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.
32. An annual general meeting and an extraordinary general meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed.
 - 32.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - 32.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.
33. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the Meeting as such.
34. Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

35. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

36. No business shall be transacted at any general meeting unless a quorum is present at the commencement and throughout the whole of the meeting. Two members present, of whom one shall be or represent a holder of A Shares and one shall be or represent a holder of B Shares shall be a quorum for all purposes.
37. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
38. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
39. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjourned meeting.
40. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by any member present in person or by proxy.
41. On a show of hands every member who is present in person shall have one vote and on a poll every member shall have one vote for every share of which he is the holder provided that:-
- 41.1 no A Shares shall confer any right to vote upon a resolution for the removal from office of a B Director;
- 41.2 no B Shares shall confer any right to vote upon a resolution for the removal from office of an A Director;
42. The Chairman of a general meeting shall not be entitled to a second or casting vote.

43. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
44. The demand for a poll may, before the poll is taken, be withdrawn and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
45. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
46. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
47. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
48. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members (or their duly authorised representatives). In the case of a corporation, the signature of a director, secretary or duly authorised representative thereof and in the case of joint holders of a share, the signature of any one of such joint holders shall be sufficient for the purposes of passing resolutions in writing pursuant to this Article.

VOTES OF MEMBERS

49. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders' and seniority shall be determined by the order in which the names of the holders stand in the register of members.

50. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
51. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form which is usual or which the directors may approve.
52. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may—
- 52.1 be deposited at the office or at such other places within the United kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
- 52.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 52.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
53. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

54. The number of directors shall be not less than two and not more than six.
- 55.1. For so long any A Shareholder is registered as the holder of the Minimum Percentage it shall have the right exercisable by notice in writing signed by a duly authorised officer to require the appointment of one director of the Company for each Minimum Percentage held by him from time to time and by like notice to require the removal of any such

director so appointed and the appointment of another person to act in place of such director.

- 55.2 For so long as any B Shareholder is registered as the holder of the Minimum Percentage, it shall have the right exercisable by notice in writing signed by a duly authorised officer to require the appointment of one Director of the Company for each Minimum Percentage held by him from time to time and by like notice to require the removal of any Director so appointed and the appointment of another person to act in place of such Director.
- 55.3 Should the Shareholding of any Shareholder reduce as a percentage of the Company share capital so that he shall not be entitled to appoint the number of directors actually appointed by him immediately prior to such reduction such Shareholder shall immediately serve notice to require the removal of the extra director or directors.
- 55.4 Any notice given pursuant to any paragraph of this Article 55.4 shall take effect immediately upon delivery to the registered office of the Company.
- 55.5 Every director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office pursuant to Article 62 and (subject to the provisions of section 303 of the Act) neither the Company in general meeting nor the directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the A Shares for the time being issued and the holders of a majority of the B Shares for the time being issued.
- 55.6 Any director appointed pursuant to this Article 55 shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.
- 55.7 Except in the manner provided by this Article and Article 56 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
56. The holders of all the A Shares and all the B Shares may jointly from time to time by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company appoint additional directors and by like notice remove any director so appointed and at any time and from time to time by like notice appoint any other person to be a director in place of the director so removed or in the place of or in addition to any director appointed under this article.
57. A director need not hold any shares of the Company to qualify him as a director but he shall be entitled to receive notice of and attend at all general meetings of the Company

and at all separate general meetings of the holders of any class of shares in the capital of the Company.

58. Subject to the terms of the Shareholders' Agreement, the directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
59. Subject to the terms of the Shareholders' Agreement, and provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions of Section 317 of the Act, a director entitled to vote may vote as a director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereat, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Regulation 94 shall be modified accordingly.
60. The office of director shall be vacated if the director:-
 - 60.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 60.2 becomes prohibited from being a director by reason of any order made under the provisions of the Company Directors Disqualification Act 1986; or
 - 60.3 in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as director; or
 - 60.4 resigns his office by notice in writing to the Company; or
 - 60.5 is removed from office under Article 55 or 56.
- 61.1 Any director may by writing under his hand appoint any other person to be his alternate and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the directors and, in the absence from the board of the director appointing him, to attend and vote at meetings of the directors and to exercise all the powers, rights, duties and authorities of the director appointing him. A director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a director shall die or cease to hold the office of director the appointment of his alternate shall thereupon cease and determine. An alternate director shall not be counted in reckoning the maximum number of directors allowed by the articles of association for the time being. A director acting as alternate shall have an additional vote at meetings of directors for each director for whom

he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

- 61.2 Every person acting as an alternate director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the director appointing him. The remuneration of any such alternate director shall be payable out of the remuneration payable to the director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the director appointing him.
62. The quorum necessary for the transaction of the business of the directors shall be two directors comprising one A Director and one B Director (or their alternates) present at the commencement and throughout the whole of the meeting (save to the extent that no A Director or B Director is appointed as a director of the Company). A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors. If a quorum is not present within half an hour of the time fixed for the meeting the meeting shall stand adjourned until the same day in the next week at the same time and place.
63. Any such resolution in writing as is referred to in Regulation 93 may consist of several documents in the like form each signed or approved by letter fax or cable by one or more of the directors for the time being entitled to vote at a meeting of the directors and Regulation 93 shall be modified accordingly.
- 64.1 The first chairman of the board shall be nominated by the holders of a majority of the Shares and such nominee shall, subject to paragraph 64.3 below, remain as chairman until the second anniversary of the date of adoption of these Articles.
- 64.2 Subject to paragraph 64.3 below, thereafter the chairman of the Company shall be nominated by the holders of a majority of the A Shares and B Shares in turn such nominee to be chairman for a period of two years.
- 64.3 If at any time the holders of A Shares hold a different nominal amount of the issued share capital of the Company from the holders of B Shares then the holders of A Shares (if they hold more shares) or the holders of B Shares (if they hold more shares) shall together have the right to remove and appoint the chairman from time to time, and there shall be no rotation of the chairman's position.
- 64.4 The chairman shall not have a casting vote at any board meeting and Regulation 88 shall be modified accordingly. If the chairman is not present at any board meeting then the other director appointed by the same shareholder shall act as Chairman for the purpose of the meeting. The chairman shall not be entitled to any remuneration referable to his position as chairman.

65. The directors may delegate any of their powers to committees upon which both the A Directors and B Directors shall be represented (save to the extent that no A Director or no B Director (as appropriate) has been appointed as a director of the Company). Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the directors. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or without exclusion of their own powers and may be revoked or altered.
66. The meetings and proceedings of any committee of the directors formed pursuant to Article 65 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors pursuant to Article 65.
67. Any director or alternate director or member of a committee of the 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.
68. The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of chief executive or managing or joint managing or deputy or assistant managing director as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director from any cause ipso facto and immediately cease to hold such executive office.
69. All decisions of the Board shall require the approval of at least one A Director and one B Director (save to the extent that no A Director or no B Director (as appropriate) has been appointed as a director of the Company). Regulation 88 shall be modified accordingly.

DIRECTORS' REMUNERATION

70. The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

71. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

ACCOUNTS

72. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company, (or in accordance with any terms set out in the Shareholders Agreement).

CAPITALISATION OF PROFITS

73. The directors may with the authority of an ordinary resolution of the Company subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve.

Provided always that the resulting shares distributed to the holders of the A Shares shall be A Shares and those distributed to the holders of the B Shares shall be B Shares and provided further that all new shares shall be issued in accordance with Article 3.

SECRETARY

74. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

75. The directors shall cause minutes to be made in books kept for the purpose—
- 75.1 of all appointments of officers made by the directors; and
- 75.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

THE SEAL

76. The Company shall not have a seal.

INDEMNITY

- 77.1 Every director or other officer (other than the auditors) of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in

relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal or in connection with any application under section 144 or section 727 of the Act, in which relief is granted to him by the court, and no director or other officer (other than the auditors) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

- 77.2 The directors shall have the power to purchase and maintain for any director or officer (other than the auditors) of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

NOTICES

78. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the office or such other place as the Directors may appoint,
79. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.
80. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
81. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
82. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

83. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the

members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

SINGLE MEMBER COMPANY

- 84. If and for so long as, the Company has only one member, the following provisions shall apply:
 - 84.1 One person entitled to vote upon the business to be transacted, being the sole member of the Company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum.
 - 84.2 The sole member of the Company (or the proxy or authorised representative of the sole member representing that member at the relative general meeting) shall be the chairman of any general meeting of the company.
 - 84.3 A proxy for the sole member of the Company may vote on a show of hands.
 - 84.4 All other provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

- 85. Any one of the directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the Company or 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.
- 86. Any one of the directors or the secretary for the time being of the Company or any other person appointed by resolution of the directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.