

Company No. 4420880

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

- of -

Healthcare Support (Newcastle) Holdings Limited

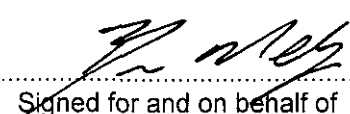
Passed on 26/4/ 2005

We, the undersigned, being the members of the above-named Company for the time being entitled to attend and vote at a general meeting of the Company, **RESOLVE**, in accordance with Article 53 of the Articles of Association of the Company, that the following special resolution be passed by way of written resolution:

SPECIAL RESOLUTION

- 1 THAT the articles of association in the form attached to this resolution and initialled for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of its existing articles of association.

.....
Signed for and on behalf of
Equion Health (Newcastle) Limited


.....
Signed for and on behalf of
Interserve PFI 2003 Limited



Company No. 4420880

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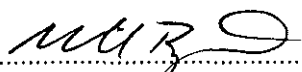
Healthcare Support (Newcastle) Holdings Limited

Passed on 26/04/2005

We, the undersigned, being the members of the above-named Company for the time being entitled to attend and vote at a general meeting of the Company, **RESOLVE**, in accordance with Article 53 of the Articles of Association of the Company, that the following special resolution be passed by way of written resolution:

SPECIAL RESOLUTION

- 1 THAT the articles of association in the form attached to this resolution and initialled for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of its existing articles of association.


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Signed for and on behalf of
Equion Health (Newcastle) Limited

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Signed for and on behalf of
Interserve PFI 2003 Limited

ARTICLES OF ASSOCIATION
OF
HEALTHCARE SUPPORT (NEWCASTLE) HOLDINGS LIMITED¹

(the "Company")

(Amended by Special Resolution passed on 26 April 2005)

1. PRELIMINARY AND INTERPRETATION

1.1 The regulations contained in Table A in the schedule of the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (amendment) Regulations 1985 shall not apply to the Company and these articles shall be regulations of the Company.

1.2 In these articles:

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

"articles" means the articles of the Company;

"Associate" shall, in relation to a member, mean:

- (i) any subsidiary or holding company of that member or any subsidiary of that member's holding company from time to time;
- (ii) any subsidiary or holding company of a shareholder of that Company member or any subsidiary of a shareholder of that member of the Company's holding company from time to time;
- (iii) any unit trust, investment fund, partnership (whether a limited partnership, limited liability partnership or other form of legally recognised partnership) or other fund or entity of which any entity referred to in paragraphs (i) or (ii) of this definition is the general partner, trustee, principal manager or has advisory or management responsibility in respect of the assets of the fund or entity (either directly or indirectly); and
- (iv) any nominee or trustee of any entity falling within paragraphs (i), (ii) or (iii) of this definition acting in such capacity (whether on a change or nominee or trustee or otherwise);

"Business Day" means a day other than a Saturday, Sunday or a day on which banks are closed 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;

¹ The Company changed its name from "European Roads Holdings Limited" to "Healthcare Support (Newcastle) Holdings Limited" on 7th January 2004.

"director" means a person appointed to the office of a director of the Company and includes any alternate director duly appointed and acting as a director;

"executed" includes any mode of execution;

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"holding company" means in relation to a company or body corporate, any other company or body corporate in respect of which that other company or body corporate is a subsidiary;

"office" means the registered office of the Company;

"Relevant Documents" shall have the meaning ascribed to it in a master definitions agreement entered into between, *inter alios*, the Company, Healthcare Support (Newcastle) Limited and Healthcare Support (Newcastle) Finance Plc;

"seal" means the common seal of the Company;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint assistant or deputy secretary;

"subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the share capital or similar right of ownership and "control" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of share capital, contract or otherwise; and

"United Kingdom" means Great Britain and Northern Ireland.

- 1.3 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these articles are adopted by the Company.

Share Capital

2. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.
3. Subject to the Act and to these articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors (with the consent of members holding 100% of the Company shares in issue) who may offer, allot, grant options over or otherwise dispose of them to such persons, at such time, for such consideration and generally on such terms and conditions as they may determine save that no share may be issued or allotted at a discount.
4. Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are generally and unconditionally authorised for the

purpose of Section 80 of the Act to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of Section 80 of the Act) up to an aggregate nominal amount equal to the amount of the authorised share capital of the Company at the date of incorporation provided that this authority shall expire on the date five years from the date of incorporation unless renewed, varied or revoked by the Company in general meeting save that the directors may before such expiry make an offer or agreement which would or might require relevant securities to be offered after such expiry.

5. Unless otherwise provided by the rights attaching to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares ranking in priority for the payment of dividends or other distributions or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied by the creation or issue of further shares.
6. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these articles.
7. The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of 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.
8. 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.
9. 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 it (and, upon transferring a part of its holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of its shares upon payment for every certificate after the first, of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal (if any) and shall specify the number, class and distinguishing numbers (if any) 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 them all.
10. 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

11. 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 article. The Company's lien on a share shall extend to any amount payable in respect of it.

12. 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 or insolvency of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
13. To give effect to a sale the directors may authorise some person to execute an instrument of the 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.
14. 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

15. Subject to 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 be required to be paid by instalments. 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.
16. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. 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.
19. 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 these articles shall apply as if that amount had become due and payable by virtue of a call.
20. 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.
21. 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 and any costs and expenses incurred by the directors as a result of such non-payment. 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.

22. 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.
23. 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.
24. 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.
25. 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.

Transfer of Shares

26. The instrument of transfer of a subscriber share which is not fully paid need not be executed by or on behalf of the transferee.
27. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor.
28. The directors may refuse to register the transfer of any share and may decline to give their reasons, whether or not it is a fully paid share. They may also refuse to register a transfer unless:
 - a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the share to which it relates and such other

evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

- b) it is in respect of only one class of shares; and
 - c) it is in favour of not more than four transferees.
29. 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.
30. 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.

Transmission of Shares

31. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of the deceased member from any liability in respect of any share which had been jointly held by him.
32. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
33. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of share in the Company.

Alteration of Share Capital

34. The Company may by ordinary resolution:
- a) increase its share capital by new shares of such amount as the resolution prescribes;
 - b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of a smaller amount and the resolution may determine that, as between the shares resulting from the sub-division; any of them may have any preference or advantage as compared with the others; and

- d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- 35. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the direction of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall its title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 36. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

Purchase of Own Shares

- 37. Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

General Meetings

- 38. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 39. 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.

Notice of General Meetings

- 40. 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:
 - a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

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.

Notice of every general meeting shall be given to all members (whether situated in the United Kingdom or not) other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, the directors and also to the auditors or, if more than one, each of them.

41. 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 Meeting

42. No business shall be transacted at any general meeting unless a quorum is present. Two or more persons holding, in aggregate, at least 50% of the issued shares in the capital of the Company, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall constitute a quorum.
43. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceased to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
44. If a quorum is not present at any reconvened general meeting in accordance with article 43 then one person holding alone at least 50% of the issued shares in the capital of the Company (being a member or a proxy for a member or a duly authorised representative of a corporation) present at such reconvened meeting shall constitute a quorum for the purposes of the meeting.
45. A general meeting of the Company or a meeting of the holders of any class of its shares shall take place in the United Kingdom.
46. 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.
47. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
48. 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 and the adjournment had not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.
49. 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:
 - a) by the chairman; or
 - b) by at least two members having the right to vote at the meeting; or

- c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 50. 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.
- 51. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman 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.
- 52. 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.
- 53. A poll may not be demanded on the election of a chairman. A poll demanded on any question shall be taken forthwith. 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.
- 54. 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.
- 55. A resolution in writing signed or approved by notice, letter or fax by or on behalf of the requisite majority of the members who would have been entitled to vote upon it if it had been proposed at a general meeting or at a meeting of any class of members at which they were present shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. Any such resolution or approval may consist of several documents each signed by or on behalf of one or more of the members.

Vote of Members

- 56. At a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy for any member (regardless of the number of members for whom he is a proxy or their holdings) shall have one vote, and on a poll every member who is present in person, by a duly authorised representative, or a proxy shall have one vote for every share of which he is a holder. On a poll taken at a meeting of the Company, a

57. The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified by the secretary of the appointee or in some other way approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before taking the vote at the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this article.
58. 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.
59. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, a curator bonis or other person authorised on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
60. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
61. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
62. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

40468-5

Signed

200[]

63. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

[] PLC/LIMITED	
I/We [] of []	being a
member/members of the above-named company, hereby appoint [] of [] of failing him, [] as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [] and at the adjournment thereof.	
This form is to be used in respect of the resolutions mentioned below as follows:	
Resolution No 1 *for *against	
Resolution No 2 *for *against	
*Strike out whichever is not desired.	
Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.	
Signed	200[]

64. 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.

Number of Directors

65. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

Alternate Directors and Absent Directors

66. A director (other than an alternate director) is entitled to appoint an alternate director who is deemed to be a director at any meeting of the board of directors if the appointing director is not present but the alternate director is so present.
67. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a

director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.

68. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
69. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
70. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
71. Any director who is unable to attend any meeting of any board of directors of the Company ("**Absent Director**") shall be entitled to allow any other director ("**Nominated Director**"), by written notice to the Company and to the Nominated Director (such notice to be signed by the Absent Director) served prior to the time and date scheduled for the holding of such meeting, that the Nominated Director shall hold in aggregate, in respect of a specified meeting of the board of directors of the Company or specified matter(s) on the agenda for any such meeting (as specified in the aforementioned notice), the number of votes equal to the aggregate number of votes that such Nominated Director and such Absent Director are entitled to in accordance with articles 75 and/or 76. An Absent Director shall not be entitled to also appoint an alternate director to attend any meeting of the board of directors of the Company in respect of which he is deemed to have granted his voting rights to a Nominated Director in accordance with this article 71.

Powers of Directors

72. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this articles hall not be limited by any special power given to the directors by these articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
73. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Delegation of Directors' Powers

74. The directors may delegate any of their powers (with power to sub-delegate) to any committee consisting of such person or persons (whether directors or not) as they think fit. References in these articles to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons. They may also delegate to any managing director or any director holding any other executive office such as their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any

conditions the directors may impose, and either collaterally with or to the exclusion of their power powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

Appointment and Retirement of Directors

75. Each member shall be entitled to appoint one director to the board of directors of the Company in respect of every 15% shareholding that it holds in the Company and, in accordance with article 76, every Aggregate Interest of 15% shareholding in the Company that it is deemed to hold. For the avoidance of doubt, if a member holds less than 15% of the shares, then, subject to article 76, it shall not be entitled to appoint a director in accordance with this article 75.
76. If two or more members who each individually hold less than 15% shareholding the in the Company, hold together a shareholding in the Company equal to or greater than 15% (the "**Aggregating Shareholders**"), then in respect of every such 15% shareholding in the Company that the Aggregating Shareholders hold together:
- a. the Aggregating Shareholders may, by notice in writing to the company secretary of the Company, require that the shares in the Company held by them be aggregated (the "**Aggregate Interest**") for the purposes of article 75;
 - b. the Aggregate Interest will, for the purposes of article 75, be deemed to be held by one of the members nominated by the Aggregating Shareholders (which nomination must be notified in writing to the company secretary of the Company), until such time as the Aggregating Shareholder cease to hold together an Aggregate Interest equal to or greater than 15% of the shares in the Company or a multiple thereof; and
 - c. the member nominated in accordance with article 76(b) shall be entitled to appoint one director to the board of directors of the Company in respect of every Aggregate Interest of 15% shareholding in the Company.
77. A member who is entitled to appoint one or more directors pursuant to article(s) 75 and/or 76 may do so, or may remove any such director so appointed by it, by giving no less than 48 hours' notice in writing to the Company and to the other members.
78. Subject to article 82, the cost of providing any director shall be borne by the member who appointed such director.
79. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No notice of any resolution appointing or approving the appointment of any director shall be required to state the age of the person to whom such resolution relates. Save as provided in articles 75 and 76, no shareholding qualification for directors shall be required.
80. Directors shall not be required to retire by rotation.

Disqualification and Removal of Directors

81. The office of a director shall be vacated if :

- a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- c) he is, or may be, suffering from mental disorder and either :
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (ii) 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 or other person to exercise powers with respect to his property or affairs;
- d) he resigns his office by notice to the Company;
- e) *he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated;*
- f) he is removed from office pursuant to these articles ; or
- g) he becomes incapable by reason of illness or injury of managing and administering his property and affairs.

Remuneration of Directors

- 82. The directors shall be entitled to such remuneration as the Company may by a special resolution (as defined in the Act) passed at a duly convened meeting of the members determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

Directors' Appointments and Interests

- 83. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.
- 84. Subject to the provision of the Act, and provided that he has disclosed to the directors the nature and extend of any material interest of his, a director notwithstanding his office:
 - a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

- b) may be a director or other office or, or employed by, or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested; and
- c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the found of any such interest or benefit.

85. For the purposes of article 84:

- a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Meetings of Directors

- 86. Subject to these articles, the directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 87. A director may at any time, and on the request of a director or a secretary shall, convene a meeting of the directors.
- 88. Reasonable notice must be given to every director of the place, date and time of every meeting of the directors. Meetings of directors must be held in the United Kingdom.
- 89. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or sent in writing (including by electronic mail) to him at his last known address or any other address given by him to the Company for this purpose, or by other means authorised by the director concerned. A director normally resident in the United Kingdom who is absent or who is intending to be absent from the United Kingdom may request of the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address or to a fax number or electronic mail address given by him to the Company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any such director but notice shall always be given to any alternate director whose appointment by that director is for the time being in force. A director may waive notice of any meeting either prospectively or retrospectively.
- 90. Any of the members of the board or any committee of the board may participate in a meeting thereof by means of video, conference telephone, electronic mail, or any communication equipment (or any combination of these technologies) which allows all persons participating in the meeting to communicate with each other provided a majority of those directors are physically located in the United Kingdom. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

Proceedings of Directors

91. At a meeting of any of the board of directors of the Company any one or more directors appointed by any member (other than Equion Health (Newcastle) Limited, for so long as it is a member of the Company) and present at such meeting shall have, in aggregate, the number of votes equal to the number of shares in the Company held by the member who appointed him or them in accordance with article 75 and/or 76. If two or more directors appointed or whose appointment was procured by any member (other than Equion Health (Newcastle) Limited ("EHN"), for so long as it is a member of the Company) are present they shall each have the number of shares in the Company held by that member or, in accordance with article 76, deemed to be held by such member divided by the number of those directors appointed by such member who are present at the relevant meeting.
92. At a meeting of the board of directors of the Company any one or more directors appointed by EHN, for so long as it is a member of the Company, present at such meeting shall each have the number of votes as is notified in writing to the Company prior to the time and date scheduled for the holding of such meeting (such notice to be marked for the attention of the company secretary and signed on behalf of EHN), provided that the directors appointed by EHN who are present at such meeting shall have, in aggregate, the number of votes equal to the number of shares in the Company held by EHN together with, in accordance with article 76, any shares in the Company deemed to be held by EHN.
93. Subject to articles 103 to 106 (inclusive), the quorum necessary for the transaction of the business of the board of directors of the Company shall be one director appointed by each member who is entitled to appoint a director and each such member shall endeavour to ensure that at least one of its directors attends each such meeting in the United Kingdom.
94. If there is no quorum at any board meeting, the meeting will be reconvened to consider and, if thought fit, pass the same resolutions at the same place and time on the day falling two Business Days after the inquorate meeting was scheduled to be held, at which meeting the quorum shall be:
 - a. so long as there are only two members, any director present; or
 - b. if there are more than two members, two directors appointed by any two members entitled to appoint such directors.
95. Unless otherwise agreed, the members shall procure that meetings of the board of directors of the Company are convened and held:
 - a. at least four times a year and that a written agenda specifying the matters to be raised at any such meeting shall (either together with the notice convening the meeting or not less than 7 days prior to the date of the meeting), be sent to each member and to all directors entitled to receive notice of any such meeting; and
 - b. at the request of any director, a written notice specifying the matters to be raised at the meeting of the board of directors of the Company shall be sent by the director calling the relevant meeting (either together with the notice convening the meeting or not less than 7 days prior to the date of the meeting) to each member and to all directors entitled to receive notice of any such meeting.

96. Each member shall promptly notify the others upon any change of identity or contact details of any of its appointed directors.
97. The directors of the Company may appoint a chairman, who shall endeavour to attend meetings in the United Kingdom. If so appointed, the chairmanship will rotate for each period of one year between the directors that have been appointed in accordance with the provisions of articles 75 and/or 76. The order of rotation will be as agreed between them. If a director which has been appointed as chairman shall resign before the cessation of his appointment as chairman, any person that is appointed as director by the member that also appointed the resigned director shall be automatically appointed as chairman upon taking office as director. The chairman shall not be entitled to a casting vote.
98. Any member whether or not it is entitled to appoint a director to a Company pursuant to articles 75 and/or 76 may upon 5 days prior notice sent persons identified in such notice to attend and observe any meeting of the board of directors. For the avoidance of doubt, such attendees shall neither be entitled to participate in discussing at any such meeting unless invited to do so by the chairman nor be entitled to vote at any such meeting.
99. A resolution in writing signed or approved by notice, letter or fax by a majority of the directors entitled to receive notice of a board meeting or by a majority of the persons entitled to receive notice of a meeting of a committee of the board shall be as valid and effectual as it if had been passed at a board meeting or (as the case may be) a meeting of the committee of the board duly convened and held and may consist of several documents each signed by one or more persons. A resolution of the board or any committee of the board may be passed by accepting the vote of any director who is absent from the relevant meeting but who has communicated his vote by means of a resolution or approval in writing in accordance with this article and any such absent director shall be deemed to be present at the meeting and shall be counted in ascertaining whether a quorum is present. A resolution or approval signed pursuant to this article by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
100. In respect of every 15% of shares transferred by a member in accordance with these articles or such percentage of shares in the Company transferred in accordance with these articles by any of the Aggregating Shareholders so that the Aggregate Interest deemed to be held by the relevant member in accordance with article 76 shall be less than 15% or a multiple thereof ("**Transferor**"), the Transferor shall procure the resignation of a director appointed by it in respect of every such 15% shareholding that it held or, in accordance with article 76, it is deemed to have held, without compensation or claim for loss of office as a director of the Company and the Transferor shall indemnify and keep indemnified the Company in respect of any such claim. For the avoidance of doubt, if a member's remaining shareholding or Aggregate Interest would not entitle the member to appoint a director under articles 75 and/or 76, the Transferor shall procure the resignation of each director appointed or whose appointment was procured by it.
101. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

102. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were is qualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to voice.

Related Party

103. For the purposes of articles 103 to 106 (inclusive) a **"Related Party Board Meeting"** shall mean a meeting of the board of directors of the Company convened to consider any of the following matters (each a **"Related Party Business Item"**):

- (a) **(enforcement against a Related Party):** the enforcement by the Company of any obligation incumbent upon a member or any Associate of that member (**"Related Party"**) or the enforcement by the Company of any right against a Related Party (including, for the avoidance of doubt, termination rights) under the Relevant Documents or any other contract or document entered into between the Company and the Related Party; or
- (b) **(defence by the Company against action by Related Party):** the defence by the Company against the enforcement by a Related Party of any obligation incumbent upon the Company or the defence by the Company against the enforcement of any right by a Related Party against the Company under any agreement or arrangement made between the Company and the Related Party,

where, in the reasonable opinion of the majority of directors (excluding the Related Party), any one or more of the following applies:

- (i) the Related Party appears to be in breach of default of a material obligation which the Related Party owes to the Company; or
- (ii) the actions of the Related Party, if left unresolved are likely to result in the Company being in breach or default of any material provision of any Relevant Documents;
- (c) **(approval of contract):** the approval of any contract for the performance of any services to or for either or both the Company or Healthcare Support (Newcastle) Limited where a Related Party tendered to carry out such services and was rejected, and subsequent to that rejection the approval of the cost or expenditure relating to those services,

where in the reasonable opinion of the majority of the directors (excluding the Related Party tenderer) the appointment of an alternative contractor or the approval of the cost or expenditure relating to the appointment of an alternative tenderer is being prevented by the actions of the director or directors of the Related Party tenderer.

When determining whether a matter listed in article 103 is a Related Party Business Item, the majority of the directors (excluding the Related Party) shall act in good faith in reaching such a decision. For the avoidance of doubt, the directors of the Company (excluding the Related Party) shall not consider there to be a Related Party Business Item solely because a Related Party is a party to any agreement with the Company or Healthcare Support (Newcastle) Limited.

104. Notice of a Related Party Board Meeting shall be prepared and circulated in accordance with article 89 and shall specify the relevant Related Party Business Item as an item for discussion.
105. Subject to article 106 all directors (including, for the avoidance of doubt, directors appointed by or whose appointment was procured by the Related Party which is, or whose Associate is, the subject of any Related Party Business Item) shall be entitled to attend and participate in full discussions at such Related Party Board Meeting, including discussions concerning the Related Party Business Item.
106. Any decision at any Related Party Business Meeting concerning a Related Party Business Item shall be made by a decision of the directors other than the directors appointed by or whose appointment was procured by the Related Party which is, or whose Associate is, the subject of any Related Party Business Item ("**Related Party Directors**"). For the avoidance of doubt, the quorum for such meeting shall not include a director appointed by or whose appointment was procured by the Related Party and the Related Party Directors' votes shall be disregarded for the purposes of calculating the percentage of the relevant approvals.

Secretary

107. 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 think fit; and any secretary so appointed may be removed by them.

Minutes

108. The directors shall cause minutes to be made in books kept for the purpose -
- a) *of all appointments of officers made by the directors; and*
 - b) *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

109. The seal shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed shall be signed, whether autographically or otherwise, and may so determine either generally or in relation to a particular instrument or type of instrument.
110. Unless otherwise so determined:
- a) share certificates and, subject to the provisions of any instrument constituting the same, a certificate issued under the seal in respect of any debentures or other securities, need not be signed, and any signatures may be applied to any such certificate by any mechanical or other means or may be printed on it: and
 - b) every other instrument to which the seal is affixed shall be signed by either one or director and by the secretary or two directors.

Dividends

111. Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividends shall exceed the amount recommended by the directors.
112. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
113. Except as otherwise provided by the rights attached to shares all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
114. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
115. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
116. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
117. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

Capitalisation of Profits

118. The directors may with the authority of an ordinary resolution of the Company:

- a) 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;
- b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fraction; and
- d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, or any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

Notices

- 119. Except as otherwise provided in these articles, all notices, required or permitted to be given by these articles, or which are to be given with respect to these articles, shall be in writing and shall be either delivered personally or by recognised overnight delivery service or sent by first class post or, if a fax number or email address has been supplied by a party, by fax transmission or email, addressed to the party at the address given for that party above or as notified to the other parties from time to time.
- 120. Any notice delivered personally shall be deemed to have been given when it is so delivered. Any notice delivered by recognised overnight delivery service shall be deemed delivered on the third Business Day after it is dispatched. Any notice that is posted shall be deemed delivered on the seventh Business Day after it is posted. Any notice given by fax shall be deemed to be received on receipt of a fax transmission report confirming that the fax was sent in its entirety to the number notified in accordance with this clause. Any notice given by email shall be deemed to be received when the recipient has acknowledge receipt of the email.
- 121. 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.
- 122. 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.
- 123. 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 a representative 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

124. If the Company is wound up and the assets available for distribution among the members are insufficient to repay the whole of the paid up capital, the assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively.
125. If, in a winding up, the assets available for distribution among the members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid upon the shares held by them respectively.
126. If the Company is wound up, the liquidator may:
 - a) with the sanction of a special resolution, divide among the members in kind the whole or any part of the property of the company;
 - b) for that purpose set a value as the liquidator considers fair on any property to be so divided; and
 - c) decide how the division is to be carried out as between the members or different classes of members.
127. The liquidator may, with the sanction of a resolution of 75% or more of the members in general meeting, vest the whole or any part of the property in trustees on any trusts for the benefit of the contributories as the liquidator thinks fit, but so that no member is compelled to accept any shares or other securities in respect of which there is any liability.

Indemnity

128. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.