

Company Number: SC271565

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WRITTEN RECORD OF A DECISION OF THE SOLE MEMBER

of

ROBERTSON HEALTH (GARTNAVEL) LIMITED

(the "Company")

(Company Number SC271565)



Written Record of a decision of the sole member of the Company taken pursuant to Section 382B(1) of the Companies Act 1985 (as amended) passing resolutions 1,2, 3 and 4 as ordinary resolutions and resolutions,5, 6 and 7 as special resolutions.

1. Sub-division of shares

"That the 100 ordinary shares in the capital of the Company be and are hereby sub-divided into 10,000 ordinary shares of £0.01 each."

2. Increase of Authorised Share Capital

"That the authorised share capital of the Company be increased from £100 divided into 10,000 Ordinary Shares of £0.01 each to £2,020 divided into 202,000 Ordinary Shares of £0.01 each, such shares having the rights and being subject to the conditions attached to them respectively by the Articles of Association to be adopted pursuant to Resolution numbered 6."

3. Authority of Directors to Allot Shares

"That

- (a) the directors of the Company be and are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 (as amended) (the "Act") to allot and issue such number of relevant securities (as defined in that section) and on such terms and conditions as they may in their discretion think fit

subject to the following conditions and to the Articles of Association of the Company:-

- (i) the maximum nominal amount of relevant securities to be allotted in pursuance of this authority shall be £2,020; and
 - (ii) this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the fifth anniversary of the date of passing of this Resolution, and provided further that the Company may before the expiry of this authority make an offer or agreement which would or might require relevant securities to be allotted after the expiry of this authority and the directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred hereby had not expired; and
- (b) all other authorities conferred on the directors prior to the date of passing of this resolution to allot relevant securities are hereby revoked.”

4. Creation of Loan Stock

“That the Company create £1,419,000 15% Unsecured Loan Stock 2035 in accordance with a Loan Stock Instrument by the Company dated of even date herewith.”

5. Disapplication of Pre-emption Rights

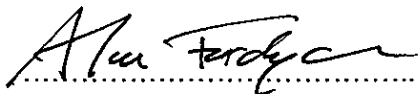
“That pursuant to the Resolution numbered 3 above and Section 95(1) of the Companies Act 1985 (as amended) (the “Act”), Section 89(1) of the Act shall not apply to any allotment of shares in the authorised share capital of the Company as at the date hereof.”

6. Adoption of New Articles of Association

“That the Articles of Association in the form annexed hereto be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.”

7. **Adoption of new Memorandum of Association**

“That the Memorandum of Association in the form annexed hereto be adopted as the Memorandum of Association of the Company in substitution for and to the exclusion of the existing Memorandum of Association.”

A handwritten signature in black ink, appearing to read 'Alan Fordyce', is written over a horizontal dotted line.

Director, for and on behalf of,
Robertson Health (Gartnave) Holdings Limited

Date: 25 November 2005

THE COMPANIES ACTS 1985-1989
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

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COMPANIES HOUSE

of

ROBERTSON HEALTH (GARTNAVEL) LIMITED

1. The name of the Company is:- "ROBERTSON HEALTH (GARTNAVEL) LIMITED".
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
 - 3.1 To finance, design, construct and provide services in connection with the operation of an acute psychiatric care hospital at the Gartnavel Site for Greater Glasgow Health Board.
 - 3.2 To carry on all or any businesses connected with or ancillary or complementary to the foregoing business or which, in the opinion of the directors of the Company, can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
 - 3.3 To purchase, take on lease, or feu or exchange, hire or by any other means acquire or take options over and to hold, let, sub-let, licence and use any property whatever, or any rights, interests or privileges of any kind over or in respect of any property.
 - 3.4 To apply for, register, purchase or by other means acquire anywhere in the world any patents, patent rights, brevets d'invention, trademarks, designs, licences, concessions, intellectual property, know-how and secret possessions of whatsoever kind (hereinafter referred to as "the intellectual rights") or to purchase or by any other means acquire any interest or rights whatsoever therein including any interest in any royalties or other income produced by any intellectual rights; to protect, prolong, renew, alter, modify in any way whatsoever any such intellectual rights; to use, exploit, manufacture and under, grant licences or sub-licences, concessions or sub-concessions and other privileges in respect of any such intellectual rights; and to improve, experiment with or upon, test, and carry out research and development in respect of any inventions, processes or matters covered by any such intellectual rights or arising out of them.
 - 3.5 To acquire the whole or any part of the undertaking, business, goodwill or assets of any individual or company carrying on any business or businesses which the Directors consider might be advantageously carried on by the Company or to acquire any interest in, amalgamate or enter into partnership or any arrangement for sharing profits or for co-operation or for mutual

assistance with any such individual or company or for subsidizing or otherwise assisting any such individual or company; and as all or part of the consideration for any such acquisition, amalgamation, entering into partnership or arrangement to take over or become liable for all or any of the obligations or liabilities of such individual or company or to give or accept any shares, debentures, debenture stock, securities or some other form of consideration or combination thereof that may be agreed upon and to hold and retain or sell mortgage and deal with shares, debentures, debenture stock, securities or other form of consideration so received.

- 3.6 To improve, alter, modify, manage, construct, repair, develop, exchange, refurbish, 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.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner (whether secured or unsecured, speculative or otherwise) as the Directors may from time to time determine and to hold or otherwise deal with any investments made.
- 3.8 To lend and advance money or give credit on such terms as the Directors may determine and with or without security to any person whether customers of the Company or not and whether otherwise connected with the Company or not.
- 3.9 To give guarantees, to enter into contracts of indemnity and suretyships of all kinds and to receive money on deposit or loan all upon any terms and conditions and in any manner.
- 3.10 To secure upon the whole or any part of the Company's property undertaking and assets from time to time or guarantee on any terms and conditions and in any manner the payment of any sums of money or the performance of any obligation by any company or individual including without prejudice to the generality of the foregoing any holding company, subsidiary or other subsidiary company of any holding company.
- 3.11 To borrow or raise money in such sums and/or currencies and in any way whatsoever and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or any other security upon the whole or any part of the Company's property, undertaking or assets from time to time, 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.
- 3.12 To draw, make, accept, endorse, discount, negotiate, execute, issue and otherwise deal in or with cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- 3.13 To apply for, promote and obtain by any Act of Parliament, order, or licence of the Department of Trade or other Department of State, governmental, public or judicial authority or tribunal to enable the Company to effect any of its objects or to effect any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to benefit and promote the Company's interests; and to oppose any proceedings or applications of the Department of Trade or any other Department of State, governmental, public or judicial authority, court or tribunal, which may seem calculated directly or indirectly to prejudice the Company's interests.

- 3.14 To enter into any arrangements with any Government or authority anywhere in the world whether supreme, municipal, local or otherwise that may seem conducive to the attainment, in whole or in part, directly or indirectly, of the Company's objects or any of them, or otherwise in the Company's interests and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Directors consider desirable or which promote the Company's interests and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions so obtained.

- 3.15 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 by any Government or authority municipal, local or otherwise, in any part of the world.

- 3.16 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 arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

- 3.17 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 of such company as aforesaid.

- 3.18 To sell or otherwise dispose of in whole or in part any of the business or property of the Company, either together or in proportions for such consideration as the Company may think fit,

and in particular for shares, stocks, debenture stock, bonds or securities of any company purchasing the same.

- 3.19 To act as agents, brokers or trustees for any company or individual and to undertake and perform sub-contracts.
- 3.20 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.21 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.
- 3.22 To support and subscribe to any charitable or public object and to support and to subscribe to any institution, society or club which may be for the benefit of the Company or persons who are or have been its Directors or persons who are or have been 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 of any company which is a subsidiary of the Company or the holding company of the Company or another subsidiary of such holding company or of the predecessors in business of the Company or of any such subsidiary, holding or other subsidiary company and to the spouses, widows, widowers, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any 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 other subsidiary company and to lend money to any such employees or trustees on their behalf to enable any such purchase schemes to be established or maintained.
- 3.23 To distribute among the Members of the Company in kind any property of the Company of whatever nature or any sale process of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

- 3.24 To insure with any other company or person against losses, damages and risks of all kinds which may affect the Company; provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident insurance, fire insurance, employer's liability insurance, industrial insurance, motor insurance, or any business of insurance or re-insurance within the meaning of the Insurance Companies Acts, 1958 to 1982, or any Act amending, extending or re-enacting the same or to re-insure or counter-issue any risks under any class of insurance business to which those Acts apply.
- 3.25 To procure the Company to be registered or recognised in any part of the world.
- 3.26 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.
- 3.27 To do all such other things as may be deemed incidental or conducive to the attainment, in whole or in part, of the Company's objects or any of them.

The objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or interference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a company whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.
5. The Share Capital of the Company is £2,020 divided into 202,000 Ordinary Shares of £0.01 each¹.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

¹ The share capital of the Company was increased from £100 divided into 100 shares of £1 each by special resolution dated 25 November 2005.

Names and Addresses of Subscribers

Number of Shares taken by each Subscriber

Vindex Limited
151 St Vincent Street
Glasgow G2 5NH

One

Vindex Services Limited
151 St Vincent Street
Glasgow G2 5NH

One

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SOLICITORS, EDINBURGH

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

ROBERTSON HEALTH (GARTNAVEL) LIMITED (Registered Number SC271565)
(the "Company")

(adopted by Special Resolution passed 25 November 2005)

1. PRELIMINARY

1.1 The Company is established as a private company within the meaning of Section 1(3) of the Act (as hereinafter defined) in accordance with and subject to the provisions of the Act and of the Memorandum of the Company and of the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table A being hereinafter called "Table A") with the exception of Regulations 2, 8, 17, 23, 24, 32(a), 39, 40, 50, 65, 73, 74, 75, 77, 79, 80, 88, 89, 94, 95, 101 and 118 of Table A and of any other Regulations which are inconsistent with the additions and modifications hereinafter set out. Regulations 40, 41, 54, 64, 97 shall apply to the Company with the modifications set out in Articles 6.1, 6.2, 6.3 7.2 and 11.7 below.

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

1.3 In these Articles the expressions "subsidiary" and "holding company" shall have the meanings ascribed thereto in Section 736 of the Act and "Group" shall have the meaning set out in S53(1) of the Companies Act 1989.

1.4 In these Articles,

"Affiliate" shall mean in relation to any body corporate (with the exception of the Company and the Holding Company) in the same Group, in each case as the first body corporate;

"Financing Documents" means the Loan Agreement and other documents entered into by the Company and the Holding Company in respect of the senior debt finance provided to the Company in respect of the Project;

“Group”	shall have the meaning set out in S53(1) of the Companies Act 1989;
“HBoS Group”	means: <ul style="list-style-type: none"> (a) Uberior, HBoS plc and any other company within the Wholly Owned Group which is a subsidiary or holding company of Uberior, HBOS plc or any subsidiary of such holding company; (b) any unit trust, investment fund, partnership, other fund or other entity in respect of which a member of the HBOS Group has either (i) directly or indirectly a capital interest of 50% or more or (ii) directly or indirectly control over 50% or more of the voting (or equivalent) rights in such entity; (c) any nominee or trustee of any entity falling within sub paragraph (a) or (b) of this definition acting in such capacity (whether on a change of nominee or trustee or otherwise);
“Holding Company”	shall mean Robertson Health (Gartnave) Holdings Limited;
“Loan Agreement”	means the agreement entered into on 25 November 2005 among the Company, the Holding Company and the Governor and Company of the Bank of Scotland (in various capacities) in respect of the provision of senior debt finance to the Project;
“Majority Bank”	has the meaning given to it in the Loan Agreement
“Project”	<i>means the financing, design and construction of and the provision of services in connection with the operation of an acute psychiatric care hospital in Gartnave;</i>
“RCP Director”	means any Director appointed by Robertson Capital Projects Limited or a shareholder deriving title (whether immediately or derivatively) to shares from Robertson Capital Projects Limited in accordance with any Relevant Agreement;

- “Relevant Agreement”** shall mean an agreement or deed relating (in whole or in part) to the management and/or affairs of the Company or the business or operation of the Company entered into among the Relevant Holdings Shareholders and the Holding Company;
- “Relevant Holdings Shareholder”** shall mean each of Robertson Capital Projects Limited and Uberior Infrastructure Investments Limited (“Uberior”) (or in either case any other person to whom they transfer shares in the Company or who become shareholders in the Company in accordance with a Relevant Agreement); and
- “Uberior Director”** means any Director appointed by Uberior or a shareholder deriving title (whether immediately or derivatively) to shares from Uberior in accordance with any Relevant Agreement.

2. SHARE CAPITAL

- 2.1 The authorised share capital of the Company as at the date of adoption of these Articles is £2,020 divided into 202,000 ordinary shares of £0.01 each.

3. ALLOTMENT OF SHARES

- 3.1 Subject as provided herein, all unissued shares in the Company shall be at the disposal of the directors and, provided that if and so long as any company is for the time being the holding company of the Company (hereinafter referred to as “Parent Company”) the prior consent in writing of the Parent Company has been obtained, the directors may allot (with or without conferring a right of remuneration), grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit.
- 3.2 In substitution for any existing such authority conferred on the directors, the directors be and are hereby generally and unconditionally authorised for the purposes of Section 80 of the Act to allot and issue such number of relevant securities (as defined in that Section) and on such terms and conditions as they may in their discretion think fit subject always to the following conditions:
- 3.2.1 the maximum nominal amount of relevant securities to be allotted in pursuance of this authority shall be £2,018; and
- 3.2.2 this authority shall expire unless sooner revoked or altered by the Company in general meeting on the fifth anniversary of the date of adoption of these Articles provided that the Company may, before the expiry of this authority, make an offer or agreement

which would or might require relevant securities to be allotted after the expiry of this authority and the directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred hereby had not expired.

- 3.3 In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded from applying to allotments by the Company of equity securities (as defined in Section 94 of the Act).

4. **TRANSFER OF SHARES**

- 4.1 The shares in the Company shall not be capable of transfer whether or not they (or any of them) are fully paid except pursuant to the terms of the Financing Documents and the directors of the Company shall be bound to approve any transfer effected pursuant to the Financing Documents.

5. **NOTICE OF GENERAL MEETINGS**

An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one days' notice. All other extraordinary general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed by all the members of the Company entitled to attend and vote thereat.

Such agreement must be signed by the members specified above, which consent and signature may be evidenced by letter, electronic mail (provided that the identity of the sender can be confirmed), facsimile, or otherwise in writing and may consist of several documents in the like form consented to and signed by one or more members as the directors may from time to time resolve to permit. 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.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

6. **GENERAL MEETINGS**

- 6.1 If and so long as the Company has for the time being a Parent Company, the Parent Company's representative (acting in accordance with the Parent Company's Articles of Association) shall constitute a quorum and Regulation 40 of Table A shall be modified accordingly.

- 6.2 If within one hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week and at the same time and place or to such other date, time and place as the Directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting). If at the adjourned meeting no quorum is present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Regulation 41 shall be amended accordingly.
- 6.3 Regulation 97 of Table A shall be amended by deleting the words “(provided he is not for another reason precluded from voting)” and inserting the words “(save where he is precluded from voting in accordance with a Relevant Agreement)”.
7. If the Company shall have only one member, these Articles shall (in the absence of an express provision to the contrary) apply with such modification as may be necessary and in particular:-
- 7.1 one member present in person or by proxy shall be a quorum; and
- 7.2 a proxy for such member shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.
8. Subject to the provisions of the Articles a member may participate in a meeting of the Company by means of conference telephone or similar communications equipment whereby all the members participating in the meeting can hear each other, and the members participating in a meeting in this manner shall be deemed to be present in person at such a meeting.
9. In the case of an equality of votes at a general meeting, the Chairman shall not be entitled to a second or casting vote.
10. **MEMBERS' RESOLUTIONS**
- A resolution in writing which has been consented to and signed by or on behalf of all the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present (which consent and signature may be evidenced by letter, electronic mail (provided that the identity of the sender can be confirmed), facsimile, or otherwise in writing as the directors may from time to time resolve to permit) shall be as effective as a resolution passed at a meeting of members duly convened and held and may consist of several documents in the same terms each consented to by one or more members.

11. DIRECTORS

- 11.1 The number of directors other than alternate directors shall not be subject to any maximum but shall not be less than two.
- 11.2 For so long as the whole of the equity share capital of the Company is held by the Holding Company the board shall be constituted of such directors as are appointed to the board of directors of the Holding Company under the Articles of Association of the Holding Company (the "Holdings Articles") or in accordance with any Relevant Agreement. Any director who is also a director of the Holding Company appointed in terms of Article 8.1 of the Holdings Articles shall, for the purposes of Article 15.4 hereof, be referred to as a "nominated Director".
- 11.3 Any notice of appointment or removal of a director of the Holding Company under the Holdings Articles shall be deemed to be a notice of appointment or removal (as the case may be) of such director as a director of the Company.
- 11.4 Any director appointed pursuant to this Article 11 shall be at liberty from time to time to make such disclosures to the shareholders of the Holding Company (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 Holding Company and the Company as he shall in his absolute discretion determine.
- 11.5 Except in the manner provided by this Article 11 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 the power to fill any such vacancy.
- 11.6 The office of director shall be vacated if the director:
- 11.6.1 becomes bankrupt or makes any arrangement of composition with his creditors generally; or
 - 11.6.2 becomes prohibited from being a director by reason of any order made under the provisions of the Company Directors Disqualification Act 1986; or
 - 11.6.3 in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as director; or
 - 11.6.4 resigns his office by notice in writing to the Company; or
 - 11.6.5 ceases to be a director of the Holding Company.

- 11.7 Regulation 64 of Table A shall be amended by inserting the words “or until” after the word “Unless”.

12. **BORROWING POWERS**

The directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge the whole or any part of its undertaking, property and uncalled capital, and to issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, provided that, if and so long as the Company has for the time being a Parent Company:-

- 12.1 the power to borrow money from the bankers of the Company shall be exercisable by the directors only within such limits as shall from time to time be intimated in writing to the directors and to such bankers by such Parent Company; and
- 12.2 the directors shall not without the prior consent in writing of the Parent Company have power to exercise any of the other powers conferred by this Article or to enter on behalf of the Company into hire purchase or capital expenditure commitments.

13. **POWERS AND DUTIES OF DIRECTORS**

- 13.1 Subject to Article 13.3 below, in relation to any agreement relating to the business of the Company to which a Relevant Holdings Shareholder or a member of the Relevant Holdings Shareholder’s Group is a party or proposed party (“Related Contract”) if the Company wishes to make any decision in relation to:

- 13.1.1 a variation, amendment to or termination of a Related Contract;
- 13.1.2 any dispute arising out of any Related Contract;
- 13.1.3 the terms of any replacement to a Related Contract; and/or
- 13.1.4 the exercise of any discretion or remedy in relation to a Related Contract

then no director appointed by a Relevant Holdings Shareholder which is a party to such Related Contract (or whose Affiliate is party to such Related Contract) shall have any authority to make any decision on behalf of the Company in relation to any such issue. Notwithstanding the foregoing, the director appointed by such Relevant Holdings Shareholder shall, upon declaring or notifying his or their interest in the relevant matter to the board, continue to be entitled (subject as hereinafter provided) to vote on the matter in accordance with these Articles and in accordance with the terms of any Relevant Agreement. Such director appointed by such Relevant Holdings

Shareholder shall not vote against or otherwise impede the passing of a resolution to enforce the Company's rights under such Related Contract at any meeting (or by written resolution) and if any such director shall vote against such resolution his vote shall not be counted and his attendance shall not be required for that meeting to be quorate in relation to such matters.

- 13.2 The proportion of votes cast by any RCP Director or Uberior Director appointed by the same shareholder within the relevant 50% Voting Right shall be deemed to be proportionate to the proportion of all Relevant Shares which are held by that Shareholder.

For the purposes of this Article 13.2, "Relevant Shares" means in respect of any RCP Director or Uberior Director, as the case may be, all shares held by all shareholders entitled to appoint RCP Directors or Uberior Directors respectively.

- 13.3 At such time as any member of the HBoS Group ceases to be a Majority Bank, Article 13.1 shall not apply to Uberior (or any person to whom Uberior transfers its shares in accordance with the provisions of a Relevant Agreement) in respect of any decision relating to the Financing Documents.

14. Provided that if and so long as the Company has for the time being a Parent Company, the powers conferred by this Article shall be exercisable only with the prior consent in writing of such Parent Company, the directors may:-

- 14.1 establish or concur or join with any companies (being the Parent Company or subsidiary companies of the Parent Company or companies with which the Company is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the next following sub-Article shall include any director who may hold or have held any executive office or other office or place of profit, or have been appointed to exercise special powers or authorities) and ex-employees of the Company and of any such other companies and their dependants, or any class or classes of such persons; and

- 14.2 pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding sub-Article. Any such pension or benefit may, as the directors consider desirable, be granted to an employee either before and in anticipation of, or upon or at any time after, his actual retirement.

15. PROCEEDINGS OF DIRECTORS

- 15.1 Subject to Article 13.1, the quorum for any meeting of the directors shall be two comprising at least one director nominated by each Relevant Holdings Shareholder (or his alternate).
- 15.2 Notice of every meeting of the Directors shall be given to each Director, including Directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom.
- 15.3 In Article 15.4,
- 15.3.1 any reference to “member” shall be construed as a reference to a shareholder of the Holding Company;
- 15.3.2 any reference to a member appointing a nominated Director shall be construed as a reference to a shareholder of the Holding Company appointing such person qua Director of the Holding Company under Article 8.1 of the Holdings Articles;
- 15.3.3 Any reference to “Shares” shall be construed as a reference to ordinary shares of the Holding Company; and
- 15.3.4 “nominated Director” shall have the meaning given to it in Article 11.2.
- 15.4 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the RCP Directors and Uberior Directors present. At any such meeting the votes cast on any resolution by:
- 15.4.1 any and all RCP Directors present; or
- 15.4.2 any and all Uberior Directors present
- 15.5 shall be deemed to represent 50% of the votes capable of being cast on such resolution (“50% Voting Right”). Directors other than nominated directors shall have no right to vote at any such meetings if any nominated director is present. The chairman shall not have a second or casting vote. References in this Article to nominated directors include references to any alternative directors appointed by nominated directors.
- 15.6 Subject to the provisions of these Articles, a director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

- 15.7 A resolution in writing which has been consented to and signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors (which consent and signature may be evidenced by letter, electronic mail (provided that the identity of the sender can be confirmed), facsimile, or otherwise in writing as the directors may from time to time resolve to permit) shall be as effective as a resolution duly passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the same terms each consented to by one or more directors, but a resolution signed 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.

16. ALTERNATE DIRECTORS

- 16.1 Any director may by writing under his hand appoint any other person to be his alternate director and every such alternate director 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 directors 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 director appointed by him and 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 quorum be present.
- 16.2 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 director and the director appointing him.
- 16.3 An alternate director shall not be entitled to vote at or attend any meeting of directors when the director appointing him is present.

17. **INDEMNITY**

Subject to the provisions of Section 310 of the Act, every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

18. The directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported executed or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the Company.
19. Subject to Section 97 of the Act, the Company shall be entitled to pay a commission of an amount determined by the Board from time to time to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares in the Company.
20. If the Company has a seal, it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors or by one director and the secretary.