

THE COMPANIES ACTS 1985 AND 1989

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

SOUTHERN CROSS HEALTHCARE GROUP PLC

1. The Company's name is "SOUTHERN CROSS HEALTHCARE GROUP PLC"¹.
2. The Company is to be a public company.
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are:
 - (A) (i) To carry on business as manufacturers, builders and suppliers of and dealers in goods of all kinds, and as mechanical, general, electrical, marine, radio, electronic, aeronautical, chemical, petroleum, gas civil and constructional engineers, and manufacturers, importers and exporters of, dealers in machinery, plant and equipment of all descriptions and component parts thereof, forgings, castings, tools, implements, apparatus and all other articles and things.
 - (ii) To act as an investment holding company and to co-ordinate the business of any companies in which the Company is for the time being interested, and to acquire (whether by original subscription, tender, purchase exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to hold the same as investments, and to sell, exchange, carry and dispose of the same.

¹ The Company's name was changed from Sprintdew Limited to TBG Opco 1 Limited on 16 February 2005. The Company's name was changed from TBG Opco 1 Limited to Southern Cross Healthcare Group Limited on 29 December 2005. On 13 June 2006, the Company passed a special resolution to re-register the Company as a public limited company and to change its name to Southern Cross Healthcare Group PLC.



- (iii) To carry on the businesses in any part of the world as importers, exporters, buyers, sellers, distributors and dealers and to win, process and work produce of all kinds.
- (B) To carry on the following businesses, namely, contractors, garage proprietors, filling station proprietors, owners and charterers of road vehicles, aircraft and ships and boats of every description, lightermen and carriers of goods and passengers by road, rail, water or air, forwarding, transport and commission agents, customs agents, stevedores, wharfingers, cargo superintendents, packers, warehouse storekeepers, cold store keepers, hotel proprietors, caterers, publicans, consultants, advisers, financiers, bankers, advertising agents, insurance brokers, travel agents, ticket agents and agency business of all kinds and generally to provide entertainment for and render services of all kinds to others and to carry on any other trade or business which can in the opinion of the directors be advantageously carried on by the Company in connection with or ancillary to any of the businesses of the Company.
- (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in clause 3, or which may be required by persons having, or about to have, dealings with the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, shops, factories, offices, works, machinery and engines, and to work, manage and control these things.
- (E) To enter into contracts, agreements and arrangements with any person for the carrying out by that person on behalf of the Company of any object for which the Company is formed.
- (F) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person carrying on any business which may in the opinion of the directors be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or make profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.
- (G) To enter into any arrangement with a government or authority, whether national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to any object of the Company, and to obtain from that government or authority any right, privilege or concession which in the opinion of the directors is desirable, and to carry out, exercise and comply with that arrangement, right, privilege or concession.
- (H) To apply for, purchase and by other means acquire, protect, prolong and renew any patent, patent right, brevet d'invention, licence, secret process, invention, trade mark, service mark, copyright, registered design, protection, concession and right of the same or similar effect or nature, and to use, turn to account, manufacture under and

grant licences and privileges in respect of those things, and to spend money in experimenting with, testing, researching, improving and seeking to improve any of those things.

- (I) To acquire an interest in, amalgamate with and enter into partnership or any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, or with any employees of the Company. To lend money to, guarantee the contracts of, and otherwise assist that person or those employees, and to take and otherwise acquire an interest in that person's shares or other securities and to sell, hold, re-issue, with or without guarantee, and otherwise deal with those shares or other securities.
- (J) To lend money to, subsidise and assist any person, to act as agents for the collection, receipt and payment of money and generally to act as agents and brokers for and perform services for any person, and to undertake and perform sub-contracts.
- (K) To enter into any guarantee or contract of indemnity or suretyship, and to provide security, including, without limitation, the guarantee and provision of security for the performance of the obligations of and the payment of any money (including, without limitation, capital, principal, premiums, dividends, interest, commissions, charges, discount and any related costs or expenses whether on shares or other securities) by any person including, without limitation, any body corporate which is for the time being the Company's holding company, the Company's subsidiary, a subsidiary of the Company's holding company or any person which is for the time being a member or otherwise has an interest in the Company or is associated with the Company in any business or venture, with or without the Company receiving any consideration or advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property, assets or uncalled capital (present and future) or by other means. For the purposes of paragraph (K) "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services), indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person.
- (L) To promote, finance and assist any person for the purpose of acquiring all or any of the property, rights and undertaking or assuming the liabilities of the Company, and for any other purpose which may in the opinion of the directors directly or indirectly benefit the Company, and in that connection to place, guarantee the placing of, underwrite, subscribe for, and otherwise acquire all or any part of the shares or other securities of a body corporate.
- (M) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of and raising money for the Company and the issue of its shares or other securities, including, without limitation, those incurred in connection with the advertising and offering of its shares or other securities for sale or subscription, brokerage and

commissions for obtaining applications for and taking, placing, underwriting or procuring the underwriting of its shares or other securities.

- (N) To remunerate any person for services rendered or to be rendered to the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.
- (O) To purchase, take on lease, exchange, hire and otherwise acquire any real or personal property and any right or privilege over or in respect of it.
- (P) To receive money on deposit on any terms the directors think fit.
- (Q) To invest and deal with the Company's money and funds in any way the directors think fit.
- (R) To lend money and give credit with or without security.
- (S) To borrow, raise and secure the payment of money in any way the directors think fit, including, without limitation, by the issue of debentures and other securities, perpetual or otherwise, charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem and pay off those securities.
- (T) To remunerate any person for services rendered or to be rendered in placing, assisting and guaranteeing the placing and procuring the underwriting of any share or other security of the Company or of any person in which the Company may be interested or proposes to be interested, or in connection with the conduct of the business of the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.
- (U) To acquire, hold, dispose of, subscribe for, issue, underwrite, place, manage assets belonging to others which include, advise on, enter into contracts or transactions in relation to or involving and in any other way deal with or arrange dealings with or perform any service or function in relation to (as applicable): shares, stocks, debentures, loans, bonds, certificates of deposit and other instruments creating or acknowledging indebtedness, government, public or other securities, warrants, certificates representing securities or other obligations, units in collective investment schemes, options, futures, spot or forward contracts, contracts for differences or other investments or obligations, currencies, interest rates, precious metals or other commodities, any index (whether related in any way to any of the foregoing or otherwise), any right to, any right conferred by or any interest or any obligation in relation to any of the foregoing and any financial instrument or product deriving from or in any other way relating to any of the foregoing or of any nature whatsoever, and any transaction which may seem to be convenient for hedging the risks associated with any of the foregoing.
- (V) To co-ordinate, finance and manage the business and operation of any person in which the Company has an interest.

- (W) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (X) To sell, lease, exchange, let on hire and dispose of any real or personal property and the whole or part of the undertaking of the Company, for such consideration as the directors think fit, including, without limitation, for shares, debentures or other securities, whether fully or partly paid up, of any person, whether or not having objects (altogether or in part) similar to those of the Company. To hold any shares, debentures and other securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over, turn to account and otherwise deal with all or any part of the property and rights of the Company.
- (Y) To adopt any means of publicising and making known the businesses, services and products of the Company as the directors think fit, including, without limitation, advertisement, publication and distribution of notices, circulars, books and periodicals, purchase and exhibition of works of art and interest and granting and making of prizes, rewards and donations.
- (Z) To support, subscribe to and contribute to any charitable or public object and any institution, society and club which may be for the benefit of the Company or persons who are or were directors, officers or employees of the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company, or which may be connected with any town or place where the Company carries on business. To subsidise and assist any association of employers or employees and any trade association. To grant pensions, gratuities, annuities and charitable aid and to provide advantages, facilities and services to any person (including any director or former director) who may have been employed by or provided services to the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company and to the spouses, children, dependants and relatives of those persons and to make advance provision for the payment of those pensions, gratuities and annuities by establishing or acceding to any trust, scheme or arrangement (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation) the directors think fit, to appoint trustees and to act as trustee of any trust, scheme or arrangement, and to make payments towards insurance for the benefit of those persons and their spouses, children, dependants and relatives.
- (AA) To establish and contribute to any scheme for the purchase or subscription by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company, any subsidiary of the Company or any person allied to or associated with the Company, to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees.

- (BB) To apply for, promote and obtain any Act of Parliament and any order or licence of any government department or authority (including, without limitation, the Department of Trade and Industry) to enable the Company to carry any of its objects into effect, to effect any modification of the Company's constitution and for any other purpose which the directors think fit, and to oppose any proceeding or application which may in the opinion of the directors directly or indirectly prejudice the Company's interests.
- (CC) To establish, grant and take up agencies, and to do all other things the directors may deem conducive to the carrying on of the Company's business as principal or agent, and to remunerate any person in connection with the establishment or granting of an agency on the terms and conditions the directors think fit.
- (DD) To distribute among the shareholders in specie any of the Company's property and any proceeds of sale or disposal of any of the Company's property and for that purpose to distinguish and separate capital from profits, but no distribution amounting to a reduction of capital may be made without any sanction required by law.
- (EE) To purchase and maintain insurance for the benefit of any person who is or was an officer or employee of the Company, a subsidiary of the Company or a company in which the Company has or had an interest (whether direct or indirect) or who is or was trustee of any retirement benefits scheme or any other trust in which any officer or employee or former officer or employee is or has been interested, indemnifying that person against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.
- (FF) To amalgamate with any other person and to procure the Company to be registered or recognised in any part of the world.
- (GG) Subject to the Act, to give (whether directly or indirectly) any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any purpose specified in section 151(1) or section 151(2) of the Act.
- (HH) To do all or any of the things provided in any paragraph of clause 3:
- (i) in any part of the world;
 - (ii) as principal, agent, contractor, trustee or otherwise;
 - (iii) by or through trustees, agents, subcontractors or otherwise; and
 - (iv) alone or with another person or persons.
- (II) To do all things that are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.
- (JJ) The objects specified in each paragraph of clause 3 shall, except where otherwise provided in that paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the

name of the Company. None of the paragraphs of clause 3 or the objects or powers specified or conferred in or by them is deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph. The Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

(KK) In clause 3, a reference to:

- (i) a "person" includes a reference to a body corporate, association or partnership whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated;
- (ii) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 1985, as modified or re-enacted or both from time to time; and
- (iii) a "subsidiary" or "holding company" is to be construed in accordance with section 736 of the Act.

5. The liability of the members is limited.

6. The Company's share capital is £100 divided into 100 ordinary shares of £1 each.²

² On 17 February 2005, the issued and unissued ordinary shares of £1 each were sub-divided into 10,000 shares of £0.01 each and the authorised share capital of the Company was increased from £100 to £300 by the creation of 20,000 new ordinary shares of £0.01 each.

On 8 April 2005, the authorised share capital of the Company was increased from £300 to £10,000 by the creation of 970,000 ordinary shares of £0.01 each.

On 13 June 2006, the authorised share capital of the company was increased from £10,000 to £55,405 by the creation of 45,405 redeemable shares of £1.00 each.

WE, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares in the capital of the company shown opposite our name.

NAME AND ADDRESS OF SUBSCRIBER

Number of
shares taken by
Subscriber

MARK IGNATIUS
For and on behalf of
Clifford Chance Nominees Limited
10 Upper Bank Street
London E14 5JJ

ONE

DATED the day of August 2004.

WITNESS to the above Signature:

DENISE WEST
10 Upper Bank Street
London E14 5JJ

Company No: 5328138

ARTICLES OF ASSOCIATION
OF
SOUTHERN CROSS HEALTHCARE GROUP PLC

Company Limited by Shares

(Incorporated on 10 January 2005)

(as adopted by special resolution passed on 13 June 2006)

THE COMPANIES ACT 1985 AND 1989
COMPANY LIMITED BY SHARES

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1. **DEFINITIONS; INTERPRETATION; TABLE A**

1.1 In these Articles unless there is something in the subject or context inconsistent therewith:

"**Active Division**" means the group of companies that comprise the Active Division for the purposes of reporting the financial performance of that division in the management accounts of the Company;

"**Acts**" means the Companies Act 1985 and the Companies Act 1989 and (in either case) includes any statutory modification, amendment, variation or re-enactment thereof for the time being in force;

"**acting in concert**" has the meaning set out in the City Code on Takeovers and Mergers;

"**Articles**" means the articles of association of the Company for the time being in force;

"**Associate**" means in relation to a specified person, another person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the person specified where the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person whether through ownership of voting securities, by contract or otherwise;

"**Auditors**" means the auditors for the time being of the Company;

"**Blackstone**" means the Subscribers and any person to whom Blackstone's Shares are transferred under Article 9 and/or their respective general partners, as the context may require;

"**Board**" means the board of directors of the Company for the time being or, as the context may require, any duly authorised committee thereof;

"**Cessation Date**" means the date upon which a person becomes a Departing Employee;

"**Come Along Notice**" has the meaning set out in article 8.2 (Tag Along and Come Along);

"**Commencement Date**" means

- (a) in respect of an Original Subscriber, 15 September 2004 or, if later, the date on which the relevant holder acquired his first SX Share; or
- (b) in respect of any other person, 11 April or, if later, the date on which the relevant holder acquired his first Ordinary Share;

"**Company**" means TBG Opco 1 Limited (No. 5328138);

"**Compulsory Transfer Notice**" has the meaning set out in article 10.1 (Compulsory Transfers);

"**connected**" in the context of determining whether one person is connected with another, shall be determined in accordance with the provisions of section 839 of the Income and Corporation Taxes Act 1988;

"**Core Elderly Division**" means the group of companies that comprise the Core Elderly division for the purposes of reporting the financial performance of that division in the management accounts of the Company;

"**corporation**" means any body corporate or association of persons whether or not a company within the meaning of the Acts;

"**Departing Employee**" means:

- (a) any individual who is an employee or director of one or more Group Companies (other than any Investor Director) who ceases to be so and who does not begin or continue otherwise to provide services to any Group Company;
- (b) any individual whose services are otherwise provided to any one or more Group Companies and ceases to be so and who does not become or continue to be an employee or director of one or more Group Companies;

"**Departing Employee's Group**" means:

- (a) a Departing Employee;
- (b) the trustees for the time being of a family trust of the Departing Employee or his Family Member;
- (c) any Family Member of that Departing Employee;
- (d) any person designated by the Board for the purpose of Article 10.1(Compulsory Transfers) in relation to the Departing Employee as a condition of any transfer consent given pursuant to Article 7.1(Transfer of Shares); and
- (e) the nominees of any of the persons in the preceding four categories;

"**dividend**" includes any distribution whether in cash or in kind;

"**electronic communication**" has the same meaning as in the Electronic Communications Act 2000;

"**Employee Trust**" means any trust established by any Group Company for the benefit of employees of the Group, former employees of the Group and any Family Member (where Family Member, for the purpose of defining Employee Trust, shall include any

non-adult children of such employee or former employee) of such employees or former employees;

"**Family Member**" means in relation to any person, his or her spouse, parent, adult child, adult step children, adult adopted child or a trust where the beneficiary is a non-adult child or any other Family Member;

"**First Shareholder**" means a holder who holds Ordinary Shares at the date of the Shareholders Agreement;

"**FSMA**" means the Financial Services and Markets Act 2000;

"**Group**" means each Group Company from time to time;

"**Group Company**" means the Company, any holding company of the Company, any subsidiary undertaking of the Company or any subsidiary company of a holding company of the Company for the time being;

"**holder**" in relation to shares in the capital of the Company, means the person(s) entered in the register of members of the Company as the holder of the shares;

"**Investor Director**" shall have the meaning set out in the Shareholders' Agreement;

"**IPO**" means:

- (a) together the admission of any part of the share capital of the Company or Ultimate Holding Company to the Official List maintained by the Financial Services Authority becoming effective and their admission to trading on the London Stock Exchange's market for listed securities becoming effective; or
- (b) the grant of permission for dealings therein on the Alternative Investment Market of the London Stock Exchange; or
- (c) their admission to listing on any recognised investment exchange (as that term is used in section 285 of the FSMA);

"**Listing Rules**" means the rules and regulations made by the Financial Services Authority pursuant to Part VI of the FSMA;

"**Loan Notes**" means the £ nominal value of Interest Bearing Unsecured Loan Notes 2015 created pursuant to a loan note instrument entered into by TBG CareCo Investments 1 Limited on 8 April 2005;

"**London Stock Exchange**" means London Stock Exchange plc;

"**Management Equity**" shall have the same meaning as in the Shareholders' Agreement;

"**Management Shares**" means Rollover Equity and Management Equity;

"**Manager**" shall have the same meaning as in the Shareholders' Agreement;

"**officer**" means and includes a director or secretary of the Company;

"**Opco Financing Documents**" has the same meaning as set out in the Shareholders' Agreement;

"**Ordinary Shares**" means the ordinary shares of £0.01 each in the capital of the Company;

"**Original Agreement**" shall have the same meaning as in the Shareholders' Agreement;

"**Original Subscriber**" means a Subscriber who subscribed for shares pursuant to the Shareholders' Agreement;

"**Redeemable Shares**" means the redeemable shares of £1 each in the capital of the Company;

"**Regulation**" means a regulation in Table A;

"**Relevant Securities**" has the meaning set out in Article 7.4 (Transfer of Shares);

"**Remuneration Committee**" means the remuneration committee of the Board;

"**Roll-over Equity**" shall have the same meaning as in the Shareholders' Agreement;

"**Sale**" means the transfer (including any transfer within the meaning of Article 7.2 (Transfer of Shares)) (whether through a single transaction or a series of transactions) of shares in the Company as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would have the legal or beneficial ownership over that number of shares in the capital of the Company which in aggregate would confer more than 50 per cent. of the voting rights normally exercisable at general meetings of the Company provided that there shall be no Sale as a result of any transfer pursuant to Article 9 (Permitted Transfers) or to a First Shareholder or to any person to whom a First Shareholder could make a permitted transfer pursuant to Article 9 (Permitted Transfers);

"**Shareholders' Agreement**" means the shareholders' agreement of even date with the adoption of these Articles and made between, the Company, TBG Opco 1 Limited, the Managers (as defined therein) and Blackstone;

"**Subscribers**" shall have the same meaning as in the Shareholders' Agreement;

"**SX Share**" means an ordinary share in the capital of Southern Cross EquityCo Limited (no. 05221017);

"**Table A**" means the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) as amended by the Company (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052);

"Ultimate Holding Company" means a company established in connection with the restructuring of the Group for the purposes of facilitating an IPO.

"Ultimate Holding Company" means a company established in connection with the restructuring of the Group for the purposes of facilitating an IPO.

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meanings as in the Acts as in force on the date of adoption of these Articles.
- 1.3 In these Articles:
- 1.3.1 headings are included for convenience only and shall not affect the construction of these Articles;
 - 1.3.2 words denoting the singular include the plural and vice versa;
 - 1.3.3 words denoting one gender include each gender and all genders;
 - 1.3.4 references to persons are deemed to include references to natural persons, to firms, to partnerships, to companies, to corporations, to associations, to organisations and to trusts (in each case whether having separate legal personality).
- 1.4 Unless otherwise specifically provided and save in the case of an electronic communication, where any notice, resolution or document is required by these Articles to be signed by any person, the reproduction of the signature of such person by means of facsimile shall suffice, provided that confirmation by first class letter is despatched by the close of business on the next following business day, in which case the effective notice, resolution or documents shall be that sent by facsimile, not the confirmatory letter.
- 1.5 The regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified by these Articles. In particular:
- 1.5.1 Regulations 24, 26, 54, 73 to 80 (inclusive), the third sentence of Regulation 88, Regulations 94 to 96 (inclusive) and Regulation 118 shall not apply to the Company;
 - 1.5.2 Regulation 82 shall not apply to the Company and the remuneration of the directors of the Company shall be determined by the Board upon the recommendation of the Remuneration Committee;
 - 1.5.3 Regulations 62(a) and 62(aa) relating to the depositing of proxies shall be amended by the deletion of the words "**not less than 48 hours**" and Regulation 62(b) relating to a poll shall be amended by the deletion of the words "**not less than 24 hours**";

1.5.4 Regulation 65 of Table A shall be amended by the addition of the following words:

"No director of the Company designated an Investor Director shall require a resolution of the directors to the appointment by him of any person to be an alternate director in his place.";

1.5.5 the lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; and

1.5.6 Regulation 37 relating to requisition by members of an extraordinary general meeting shall be amended by replacing the words "**eight weeks**" with the words "**28 days**" or such earlier date as may be specified in the notice subject to obtaining any necessary consents to the meeting being held on short notice.

2. AUTHORISED CAPITAL

The authorised share capital of the Company at the date of the adoption of these Articles is £55,405.00 divided into 1,000,000 Ordinary Shares and 45,405 Redeemable Shares, in each case having attached thereto the rights and restrictions as set out in these Articles.

2A. REDEEMABLE SHARES

2A.1 Subject to the provisions of the Articles and the Act, the Company may, at its option redeem all or some of the Redeemable Shares outstanding at any time, provided that the Company shall redeem the Redeemable Shares upon admission of the Company's ordinary share capital to the Official List of the Financial Services Authority.

2A.2 Redemption is effected by giving to the holders of the Redeemable Shares to be redeemed not less than 24 hours notice (a "**redemption notice**"). The redemption notice shall state:

- (a) number of Redeemable Shares to be redeemed;
- (b) the price to be paid for each Redeemable Share on redemption (the "**redemption money**");
- (c) the date fixed for redemption (the "**redemption date**"); and
- (d) the place at which certificates for the Redeemable Shares are to be presented for redemption.

2A.3 On redemption, a holder of Redeemable Shares is entitled to payment. The redemption monies payable on each Redeemable Share to be redeemed are the nominal amount of the Redeemable Share.

2A.4 As from the redemption date, the Redeemable Shares set out in the redemption notice shall be redeemed and all rights of the holder thereof, other than under this article, shall cease in respect of the redeemed shares.

2A.5 Redeemable Shares may only be issued fully paid or credited as fully paid.

2A.6 A Redeemable Share carries with it no rights:

- (a) as to notice of and attendance at, and voting at meetings of the Company; and
- (b) to dividends.

2A.7 The Redeemable Shares confer the right on a return of capital on a winding-up or otherwise only to the repayment of amounts paid up on the Redeemable Shares after repayment of capital paid up on the Ordinary Shares and the payment of a further amount of £500,000 in respect of each Ordinary Share.

3. INCOME

Each Ordinary Share shall rank equally for any dividends paid thereon.

4. CAPITAL

On a return of capital on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities (including the Loan Notes) shall be distributed amongst the holders of the Ordinary Shares pro rata to the amounts paid-up or credited as paid-up on such shares.

5. VOTING

5.1 Subject to Article 5.2, every member who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall (except as otherwise provided in these Articles) have one vote for every Ordinary Share of which he or she is the holder and whether on a show of hands or on a poll.

5.2 Any shares held by a member of a Departing Employee's Group shall, irrespective of whether the Board has served a Compulsory Transfer Notice, cease to confer upon that member the right to be entitled to attend or vote at any general meeting provided that this restriction shall cease in the event that the shares are no longer held by such member (or any other member of the Departing Employee's Group) following a transfer in compliance with these Articles or, if earlier, upon a Sale or an IPO.

6. FURTHER ISSUES OF SHARES

6.1 Subject to any direction to the contrary which may be given by ordinary or other resolution of the Company, subject to any agreement between the holders and subject to any statutory provisions, the unissued shares (whether forming part of the present or any increased capital) shall be at the disposal of the Board who are hereby generally and unconditionally authorised for the purposes of section 80 of the Acts to allot relevant securities up to the maximum amount and for the period set out in Article 6.2.

6.2 The maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company immediately prior to the adoption of these Articles (the "**section 80 amount**"); unless renewed, such authority shall expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles was passed (the "**section 80 period**") save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Board may allot the relevant securities in pursuance of such offer or agreement accordingly.

6.3 The board has general power, pursuant to section 95 of the Act, to allot equity securities wholly for cash pursuant to the general authority conferred by paragraph 6.1, as if section 89(1) of the Act does not apply to the allotment for the section 80 period. This power is limited to up to an aggregate nominal amount equal to the section 80 amount.

7. **TRANSFER OF SHARES**

7.1 Except as provided in article 8 (Tag Along and Come Along) or article 9 (Permitted Transfers) or as required by article 10 (Compulsory Transfers) and subject to the further provisions of this article 7 (Transfer of Shares), no shares shall be transferred (including any transmission of shares pursuant to Regulations 29, 30 and 31 of Table A) without the prior written consent of Blackstone. Such consent may be given subject to conditions: in particular that the shares to be transferred (and any shares derived therefrom) are to be treated for the purposes of article 10 (Compulsory Transfers) as being held by the Departing Employee's Group (the relevant Departing Employee being named in the consent) and that the Subscribers are to be given a right of first refusal on terms determined by Blackstone acting reasonably. The Board shall decline to register any transfer not made in accordance with the provisions of these Articles and may decline to register any transfer of shares which are not fully paid or on which the Company has a lien. Any transfer in breach of these Articles shall be void.

7.2 For the purposes of these Articles:

(a) a change in the constituent membership (including without limitation any change (howsoever implemented) in the legal or beneficial interest of any member) of a partnership which holds shares shall not constitute a transfer of those shares; and

(b) the following shall be deemed (but without limitation) to be a transfer by a holder of shares:

(i) any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and

- (ii) subject to Article 7.2(a), any sale, transfer or any other disposition (including by way of mortgage, charge or other security interest) of any legal or equitable interest in a share (including any voting right attached to it), (A) whether or not by the relevant holder, (B) whether or not for consideration, and (C) whether or not effected by an instrument in writing.

7.3 To enable the Board to determine whether or not there has been any transfer of shares in breach of these Articles the Board may, and shall if so requested in writing by Blackstone from time to time, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares from time to time registered in the holder's name. Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such breach has occurred, or that as a result of such information and evidence the Board is reasonably satisfied that such breach has occurred, the Board shall forthwith notify the holder of such shares in writing of that fact and, if the holder fails to remedy such breach within 20 days of receipt of such written notice, then:

- (a) the relevant shares shall cease to confer upon the holder thereof (or any proxy thereof) any rights:
 - (i) to vote (whether on a show of hands or on a poll); or
 - (ii) to receive dividends or other distributions (other than the amount paid up (or credited as paid up) in respect of the nominal value (and any share premium) of the relevant shares upon a return of capital),

otherwise attaching to such shares or to any further shares issued in right of such shares or in pursuance of an offer made to the relevant holder;
and
- (b) the holder may be required (by notice in writing to such holder from the Board) at any time following such notice to transfer some or all of his shares to such person(s) at a price determined by the Board.

The rights referred to in Article 7.3(a) may be reinstated by the Board with the written consent of Blackstone or, if earlier, upon the completion of any transfer referred to in 7.3(b).

7.4 If a holder defaults in transferring shares to be transferred pursuant to Article 7.3 or any shares to be transferred pursuant to any other provisions of the Articles (the "**Relevant Securities**"):

- (a) the Chairman for the time being of the Company, or failing him or her, one of the directors of the Company or some other person duly nominated by a resolution of the Board for the purpose, shall be deemed to be the duly appointed agent of the holder with full power to execute, complete and deliver in the name and on behalf of the holder all documents necessary to give effect to the transfer of the Relevant Securities to the transferee;
- (b) the Board may receive and give a good discharge for the purchase money on behalf of the holder and (subject to the transfer being duly stamped) enter the name of the transferee in the register of members or other appropriate register as the holder by transfer of the Relevant Securities;
- (c) the Board shall forthwith pay the purchase money into a separate bank account in the Company's name and if and when the holder shall deliver up his certificate or certificates for the Relevant Securities to the Company (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate) he shall thereupon be paid the purchase money, without interest and less any sums owed to the Company by the holder pursuant to these Articles or otherwise; and
- (d) if such certificate shall comprise any Relevant Securities which the holder has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such Relevant Securities.

The appointment referred to in Article 7.4(a) shall be irrevocable and is given by way of security for the performance of the obligations of the holder under these Articles.

8. TAG ALONG AND COME ALONG

- 8.1 If the effect of any transfer of any shares (the "**Transfer**") by one or more holders (the "**Transferring Holders**") (other than any Transfer pursuant to articles 9.1 to 9.6 (inclusive) and article 9.8) would if made result in there being a Sale, the transfer shall not be made unless the proposed transferee has unconditionally offered to purchase such number of shares from each of the other holders of shares as represents the same percentage of shares held by each such holder as the Transferring Holders' Percentage on the same terms and conditions (including as to price, liability, cost and expense) as those of the Transfer. The offer shall remain open for acceptance in the manner set out in the offer for not less than 21 days. No offer shall be required pursuant to this article 8.1 if a Come Along Notice has been served under article 8.2. For the purposes of this article 8.1, "**Transferring Holder's Percentage**" means the number of shares (rounded to the nearest whole number) that the Transferring Holder has offered for Sale as a percentage of the total number of shares held by the Transferring Holder.
- 8.2 If the effect of any bona fide transfer of any shares (the "**Triggering Transfer**") would result in there being a Sale, the holder thereof (or, if there is more than one holder thereof, any of them) (the "**Calling Shareholders**") shall have the right to require all the other holders of shares (the "**Called Shareholders**") to transfer within 10 business

days of demand being made by the Calling Shareholders by notice in writing to the Called Shareholders all (but not some only) of their shares. The transfer shall be on the same terms and conditions (including as to price, liability, cost and expense) as shall have been agreed between the Calling Shareholders and the proposed transferee. The right of the Calling Shareholders shall be exercised by the Calling Shareholders giving written notice to the Called Shareholders to that effect (the "**Come Along Notice**"), accompanied by copies of all documents required to be executed by the Called Shareholders to give effect to the required transfer.

- 8.3 If a Called Shareholder makes default in Transferring its shares pursuant to article 8.2 the provisions of article 7.4 (Transfer of Shares) (references therein to the holder, Relevant Securities, transferee and documents being construed in accordance with the provisions of this article 8) shall apply to the Transfer of such shares mutatis mutandis.
- 8.4 For the avoidance of doubt, "same terms and conditions" for the purposes of articles 8.1 and 8.2 above:
- (a) shall be construed, with reference to any consideration, as meaning the value or worth of the consideration regardless of the form of the consideration; and
 - (b) shall include any offer to subscribe or acquire any share or debt instrument in the capital of any member of the purchasing group made to a holder if:
 - (i) such offer to subscribe or acquire is an alternative (whether in whole or in part) or in addition to the consideration offered; and
 - (ii) the consideration offered to all holders is of itself on arms length terms.

9. **PERMITTED TRANSFERS**

- 9.1 Shares may be transferred by a body corporate or partnership (including Blackstone) (the "**Original Holder**") to a subsidiary or holding company of the Original Holder or another subsidiary of such holding company provided that if the transferee ceases to be in such relationship with the Original Holder the shares in question shall be transferred to the Original Holder.
- 9.2 Any member of the Blackstone Group may transfer any shares to any other member of the Blackstone Group. For the purpose of this article the "**Blackstone Group**" means Blackstone and any other person or company funds of which at the relevant time are directly or indirectly advised by The Blackstone Group International Limited or its Associates.
- 9.3 A holder may transfer shares to a nominee or trustee for that holder and any nominee or trustee may transfer shares to any other nominee or trustee or to the beneficiary provided that no beneficial interest in the shares passes by reason of any such transfer.
- 9.4 Any person in its capacity as general partner of an investment fund partnership may transfer any shares held by it to any of the partners in those partnerships or any person with a direct or indirect interest in the assets of those partnerships. In addition any

holder of shares which is an investment fund or nominee or trustee for an investment fund may transfer any shares held by it:

- (a) to any unit holder, shareholder, partner or participant or any person having any other interest in any such fund or to the manager or principal adviser to such investment fund or to any employee of such manager or principal adviser; or
- (b) to any other investment fund managed or advised by the same manager or principal adviser as manages or advises the first mentioned investment fund.

9.5 Any holder may transfer shares to a "**Co-Investment Scheme**", being a scheme under which certain officers, employees or partners of a Subscriber or of its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares which the Subscriber would otherwise acquire. Shares may be transferred in accordance with the rules of a Co-Investment Scheme. A Co-Investment Scheme which holds shares through a body corporate or another vehicle may transfer such shares to:

- (a) another body corporate or another vehicle which holds or is to hold shares for the Co-Investment Scheme; or
- (b) any officer, employee or partner entitled to the shares under the Co-Investment Scheme.

9.6 A holder who is an individual (the "**Original Member**") may transfer shares to a Family Member; provided that if such person ceases to be a Family Member, the Original Member shall procure that any shares held by such person are transferred to the Original Member or another Family Member. Any person holding shares transferred to him pursuant to this article 9.6 shall be deemed to have irrevocably appointed the Original Member as his or her proxy in respect of such shares and no instrument of appointment shall be necessary to be deposited with the Company or any subsidiary of the Company.

9.7 Any holder may transfer shares the transfer of which would have the effect described in article 8.1 (Tag Along and Come Along); provided that either an offer has been made and is completed in accordance with article 8.1 or a Come Along Notice has been served in accordance with article 8.2. Any holder of shares may transfer shares pursuant to the acceptance of such an offer or pursuant to a Come Along Notice.

9.8 An Employee Trust may transfer shares in accordance with the rules of that Employee Trust.

10. **COMPULSORY TRANSFERS OF MANAGERS' SHARES**

10.1 The Board shall be entitled (and shall, if so requested by an Investor Director) either:

- (a) within the period commencing on the Cessation Date and expiring at midnight on the twelve month anniversary of such date (the "**Cessation Period**"); or

- (b) where the Company is unable to purchase or procure the purchase of such shares during the Cessation Period because of restrictions under any applicable law or regulation or because of the terms of the Opco Financing Documents, within six months of the Cessation Period,

to serve notice (the "**Compulsory Transfer Notice**") on all or any members of the Departing Employee's Group who hold shares. The Compulsory Transfer Notice may require the relevant member(s), within ten days of the Compulsory Transfer Notice, to transfer such number and class of shares held by them to such person(s) and at such prices (subject to the price not being less than provided for in article 10.2) in each case as are specified in the Compulsory Transfer Notice. If the relevant members of the Departing Employee's Group make(s) default in transferring the shares required to be transferred, the provisions of article 7.4 (Transfer of Shares) shall apply (references therein to the holder, Relevant Securities, transferee and documents being construed in accordance with the provisions of this article 10).

10.2 The price at which such shares may be required to be transferred pursuant to article 10.1 shall be determined by the Board and shall be no lower than:

- (a) in respect of any Rollover Equity: Market Value;
- (b) in respect of the Management Equity:
- (i) if the Departure Reason is a Bad Reason: the lower of Cost and Market Value;
- (ii) if the Departure Reason is a Good Reason:
- (1) in respect of such percentage of all of the Management Equity held by the Departing Employee and/or any member of the Departing Employee's Group set out in the table below opposite the period in which the Cessation Date occurs, Market Value; and
- (2) in respect of the remainder of the Shares held by the Departing Employee and/or any member of the Departing Employee's Group, the lower of Cost and Market Value.

Relevant period	Percentage of shares for the purposes of article 10.2(b)(ii)
Prior to the first anniversary of the Commencement Date	0%
On or after the first anniversary of the Commencement Date but prior to the second anniversary of the Commencement Date	20%

Relevant period	Percentage of shares for the purposes of article 10.2(b)(ii)
On or after the second anniversary of the Commencement Date but prior to the third anniversary of the Commencement Date.	40%
On or after the third anniversary of the Commencement Date but prior to the fourth anniversary of the Commencement Date	60%
on or after the fourth anniversary of the Commencement Date but prior to the fifth anniversary of the Commencement Date	80%
On or after the fifth anniversary of the Commencement Date	100%

10.3 In article 10.2:

- (a) in the case of Philip Scott, Graham Sizer, Christopher Rutter, John Murphy and William Colvin only (in the case of John Murphy and William Colvin from such time as they become Managers) "**Good Reason**" shall mean any of the following reasons:
- (i) the death of the Departing Employee;
 - (ii) the ill health or permanent disability of the Departing Employee rendering him incapable of continued full-time employment in his current position (or a comparable position at the location he is employed or otherwise provides his services at the Cessation Date) with the Group;
 - (iii) the retirement of the Departing Employee on reaching retirement age in accordance with his terms of employment;
 - (iv) the sale or disposal of the Core Elderly Division or the Active Division;
or
 - (v) the service contract of the Departing Employee (or other arrangement pursuant to which his services are provided to a Group Company) being terminated by that Group Company other than in circumstances in which the Group Company is entitled summarily to terminate such contract without payment of damages or payment of lieu of notice;

- (vi) *the redundancy or unfair dismissal of the Departing Employee;*
- (b) in the case of any other Departing Employee, "**Good Reason**" shall mean:
 - (i) the death of the Departing Employee;
 - (ii) the ill health (save where such ill health arises as a result of an abuse of alcohol or drugs) or permanent disability of the Departing Employee rendering him incapable of continued full-time employment in his current position (or a comparable position at the location he is employed or otherwise provides his services at the Cessation Date) with the Group;
or
 - (iii) the retirement of the Departing Employee on reaching retirement age in accordance with his terms of employment;
- (c) "**Bad Reason**" shall mean:
 - (i) voluntary resignation by the Departing Employee for a reason other than a Good Reason; or
 - (ii) any other reason which is not a Good Reason;
- (d) "**Cost**" shall mean the amount paid (by way of purchase or subscription price) for the shares in question by the first member (in point of time) of the Departing Employee's Group who held such shares.

10.4 In determining the Marketing Value of the Ordinary Shares the subject of the Compulsory Transfer Notice:

- (a) in the case of either Philip Scott, Graham Sizer, Christopher Rutter, John Murphy or William Colvin (in the case of John Murphy and William Colvin from such time as they become Managers) (the "**Relevant Departing Employee**"), the Company may propose to the Relevant Departing Employee a price which if accepted by the Relevant Departing Employee shall be deemed to be the Market Value. In the absence of agreement, Market Value shall be determined in accordance with article 10.5; and
- (b) in the case of any other Departing Employee, Market Value shall be determined by the Remuneration Committee provided that the Remuneration Committee shall, in determining the Fair Market Value, adopt the principle set out in article 10.5 below.

10.5 Subject to article 10.4, Market Value of the Ordinary Shares the subject of the Compulsory Transfer Notice (the "**Transferred Shares**") shall be the market value as at the Cessation Date of the Transferred Shares as between a willing buyer and a willing seller as certified by the Auditors acting as experts and not arbitrators and whose determination shall be final and binding on the parties concerned. In arriving at the Market Value of the Transferred Shares, the Auditors shall be instructed to:

- (a) disregard any rights or restrictions attached to the shares and no discount shall be made by reason of such shares constituting a minority;
- (b) determine the "**Enterprise Value**" which shall mean the price obtainable on a sale of:
 - (i) all of the issued shares of the Company of whatever class; and
 - (ii) all the Loan Notes,together the "**Stapled Equity**" between a willing buyer and a willing seller (on the assumption that the Stapled Equity is being sold for cash), assuming for the purpose of this article 10.5(a) that the Company is free of any indebtedness outstanding under the Opco Financing Documents as at the Cessation Date save that the auditors shall exclude any premium that might arise as a result of the sale of control of the Company;
- (c) deduct from the Enterprise Value an amount equal to such amount which would be required as at the Cessation Date to refinance all amounts (including all arrears and accruals of interest, fees and other costs, and expenses payable) outstanding under the Opco Financing Documents to the extent the terms of the Opco Financing Documents would permit or require refinancing on the Cessation Date, and to the extent they do not, deducting the amount of the indebtedness outstanding under the Opco Financing Documents as at that date on a refinancing together with such further amount which in the opinion of the Auditors would be required to obtain a waiver of such prohibition; and
- (d) deduct from resultant figure the nominal value plus accrued interest of the Loan Notes;
- (e) use the resultant figure as the valuation of the Transferred Shares as between a willing buyer and a willing seller.

10.6 The costs and expenses of the Auditors shall be borne by the Company who shall be reimbursed by the Departing Employee unless the value determined by the Auditors is 20 per cent. or more higher than that proposed by the Company, in which case such costs and expenses shall be borne by the Company.

11. APPOINTMENT AND REMOVAL OF DIRECTORS

- 11.1 The Company may by ordinary resolution appoint as a director any person who is willing to act as such.
- 11.2 The directors may appoint as a director any person who is willing to act as such.
- 11.3 A person willing to so act may be appointed as a director of the Company at any time by a notice (or notices) in writing to the Company (i) signed by or on behalf of holders accounting for more than 50 per cent. of the Ordinary Shares or (ii) signed by all the then directors of the Company and such appointment shall take effect upon the notice

being received at the registered office of the Company or such later date as may be specified in the notice.

- 11.4 Regulation 81 shall be amended by the addition of the following events requiring the office of a director of the Company to be vacated:
- 11.4.1 he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs and the other directors resolve that his office is vacated;
 - 11.4.2 being a director designated an Investor Director, a notice is served by holders entitled to give such notice on the Company removing him from the office;
 - 11.4.3 (in the case of an executive director only) he shall, for whatever reason, cease to be employed by or provide services to the Company or any subsidiary of the Company; or
 - 11.4.4 being a director of the Company, other than one designated as an Investor Director, he is removed by a notice in writing to the Company signed by or on behalf of holders accounting for more than 50 per cent. of the Ordinary Shares and such removal shall take effect upon the notice being received at the registered office of the Company or such later date as may be specified in the notice.

12. PROCEEDINGS OF DIRECTORS

- 12.1 Any director of the Company or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other and any director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 12.2 Provided that he has disclosed to the directors (in accordance with the Acts and Regulation 86) the nature and extent of any such interest, a director shall be entitled to vote (and to be counted in the quorum) in respect of any matter in which he is interested.
- 12.3 Regulation 88 of Table A shall be modified by the deletion of the third sentence and the substitution for it of the following sentences: "Every Investor Director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A Director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively."
- 12.4 Regulation 91 of Table A shall be modified by the deletion of the first sentence and the substitution for it of the following sentence: "The Investor Directors shall appoint the chairman of the board of directors and may at any time remove him from office".

13. **INDEMNITY**

Subject to the provisions of the Acts, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, 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 in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. 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 proper execution of the duties of his office or in relation thereto. This Article 13 shall only have effect in so far as its provisions are not avoided by section 310 of the Companies Act 1985. The Board shall have power to purchase and maintain for any director or other officer of the Company insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

14. **RELATIONSHIP TO FINANCING DOCUMENTS**

- 14.1 The provisions of these Articles are subject to the following provisions of this article 14.
- 14.2 Notwithstanding any other provisions of these Articles no payment shall be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of shares or capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Opco Financing Documents. No dividends or other distributions payable in respect of shares, whether pursuant to the provisions of these Articles or otherwise shall constitute a debt enforceable against the Company unless permitted to be paid in accordance with the Opco Financing Documents for so long as the same shall remain in full force and effect.
- 14.3 Where any dividend, redemption or other payment is not made because of the provisions of article 14.2 such payment shall be made upon the necessary consent being obtained or the prohibition thereon ceasing to apply.