

I hereby certify that this is a true complete and up-to-date copy and that the original is in force as at this date. // January 2008  
signature: *Mark Mitchell*  
Name: MARK MITCHELL

Page 1 of 2

ROTARY (INTERNATIONAL) LIMITED

Minutes of a Board Meeting held at 5 Trench Road, Mallusk, Newtonabbey on Monday ~~14~~ December 2007.


Present: F.G.JENNINGS - MANAGING DIRECTOR  
MARK MITCHELL - CONTRACTS DIRECTOR  
P.F.BRADY - COMPANY SECRETARY

Subject: Turks and Caicos Islands Hospitals Project

1. It was unanimously resolved that Rotary (International) Limited approves the terms of and the transactions contemplated by and authorises its entry into and execution of:
  - a subcontract with Johnston International Limited in respect of above captioned project;
  - the collateral warranties to be executed by Rotary (International) Limited pursuant to the subcontract referred above;
  - an arbitration agreement to be entered into between, amongst others (1) Interhealth Canada Construction & Services (TCI) Limited, (2) Johnston International Limited and, (3) Rotary (International) Limited;
  - a direct agreement to be entered into between (1) Rotary (International) Limited, (2) Interhealth Canada Construction & Services (TCI) Limited and (3) Johnston International Limited;
  - an advance payment bond between (1) Rotary (International) Limited, (2) Ulster Bank Limited and (3) Interhealth Canada Construction & Services (TCI) Limited;
  - a bond value reduction memorandum entered into between (1) Johnston International Limited, (2) Rotary (International) Limited, (3) Interhealth Canada Construction & Services (TCI) Limited, (4) FirstCaribbean International Bank (Bahamas) Limited and (5) Interhealth Canada Infrastructure (TCI) Limited pursuant to the design & build subcontract referred to above at paragraph 1 above;
  - a performance bond between (1) Rotary (International) Limited, (2) Johnston International Limited and (3) Ulster Bank Limited; and
  - any further documents to be entered into to which Rotary (International) Limited is a party in any way relating to, or in connection with the above captioned project which are identified subsequent to this resolution being passed,

and that Mr. Francis Gerald Jennings (British Passport Number 093196615), Mr. Rodney Mark Mitchell (British Passport Number 099001543) and Mr. Michael Stuart Hopkinson (British Passport Number 500269995) are authorised to sign such documents on behalf of Rotary (International) Limited and agree any amendments, deletions, supplementary provisions or other variations thereto as any of the aforementioned persons may in his or their absolute discretion think fit, and to sign and/or despatch all documents and notices under or in connection with such documents.

There being no further business the meeting concluded.

Handwritten signature of F.G. Jennings in cursive script, written over a horizontal line.

**F.G. JENNINGS**  
**MANAGING DIRECTOR**

Handwritten signature of Mark Mitchell in cursive script, written over a horizontal line.

**MARK MITCHELL**  
**CONTRACTS DIRECTOR**

I certify that this is a true, complete  
and up-to-date copy and that the originals  
are in force as at this date: 11 January 2008  
Signature: *Mark Mitchell*  
Name: MARK MITCHELL

The Companies Act (Northern Ireland), 1960.

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COMPANY LIMITED BY SHARES

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*Memorandum*

— AND —

*Articles of Association*

— OF —

## **Rotary (International) Limited**

Incorporated the 7th day of September, 1977.

J. W. McNINCH & SON,  
Solicitors,  
21a The Square,  
BALLYCLARE.

The Companies Act (Northern Ireland), 1960.

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

— OF —

## **Rotary (International) Limited**

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1. The name of the Company is "ROTARY (INTERNATIONAL) LIMITED."
2. The Registered Office of the Company will be situate in Northern Ireland.
3. The objects for which the Company is established are:
  - (a) To carry on internationally the business of electrical and mechanical engineers and contractors, precision and general engineers, radio and television engineers, tool makers, sheet metal workers, electricians, founders, smiths, plumbers, painters, machinists, manufacturers, patentees, workers and dealers in electricity, motive power and light and any business in which the application of electricity or any like power or any power that can be used as a substitute therefor or any business of a like nature. To carry on the business of exporters, importers, factors, wholesale distributor retailers, dealers in, merchants and agents for electrical apparatus, appliances and fittings of every description radio and television apparatus and appliances, cycles, gramophones and records, musical instruments, and other sound producing or sound re-producing instruments, lighting and heating appliances, refrigerators, vacuum cleaners, labour saving appliances and equipment of every description and to render a repair and maintenance service in connection therewith and to buy, sell, (on hire-purchase system or otherwise) repair, alter, re-build, renovate, let-on-hire, manipulate and generally deal in goods, wares and merchandise of all kinds.

- (h) To manage, develop, improve, turn to account, exchange, grant in fee farm, mortgage, sell, lease, grant licences and rights over or in respect of, or otherwise deal with or dispose of the whole or any part of the undertaking, property and assets for the time being of the Company for such consideration as the Company may think fit.
- (i) To borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise, the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing, whether at par or at a premium or discount, or depositing any debentures, debenture stock, notes or other instruments constituting an acknowledgment of indebtedness whether creating a charge or not.
- (j) To secure or guarantee by mortgage, charge or otherwise or to give indemnities for the performance and discharge of any contract, obligation or liability of the Company, or of any other person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested, whether directly or indirectly.
- (k) To receive money on deposit or loan, and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit.
- (l) To invest and deal with the moneys of the Company not immediately required in such manner and upon such investments as the Company may from time to time think fit.
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (n) To support and subscribe to any charitable or public objects, to grant pensions and other financial assistance to persons employed or formerly employed by the Company or its predecessors in business and the dependants of such persons, and to maintain or contribute to any pension, provident or other funds, or any institutions, associations, societies or clubs, whether existing for purposes connected with trade, benevolence or otherwise, which may benefit or be connected in any way with the Company or its business or employees.
- (o) To promote or concur in promoting any other company for the purpose of acquiring the undertaking or any of the property, assets or rights of this Company, or the promotion of which will in any way benefit or advance the interest of this Company, and to underwrite, subscribe for or place any shares or securities of any such Company.

WE, the several persons whose names, addresses and descriptions 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.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
Norman Byron, Law Clerk, 21a The Square, Ballyclare.	One
Muriel Ferguson, Typist, 21a The Square, Ballyclare.	One
Total Shares taken:	Two

Dated the 30th day of August, 1977.

Witness to the above Signatures:

H. Jamison,  
Solicitors Apprentice,  
21a The Square,  
Ballyclare.

6. No share or shares shall be transferred to any person other than a shareholder of the Company so long as any member of the Company is willing to purchase the same at the value to be determined as hereinafter mentioned.

7. In order to ascertain whether any member is willing to purchase the share or shares offered for sale, the seller, whether entitled in his own right or otherwise, shall give notice to the Directors that he desires to sell the share or shares, and such notice shall constitute the Directors his agent to contract with any member for the sale of the share or shares at the price to be determined as hereinafter mentioned.

8. The Company shall within seven days of the receipt of the last mentioned notice, give notice to every member of the proposed sale in the event of two or more members wishing to purchase the share or shares offered for sale, the same shall be offered to such members in proportion as nearly as may be to the number of shares of the Company held by them respectively. If the Directors fail for the space of twenty-eight days to find a member willing to purchase the share or shares and to give notice to the seller, the share or shares may be disposed of as if these provisions had not been made.

9. The value of such share or shares (if not mutually agreed upon) shall be fixed by the Auditor or Auditors for the time being of the Company, and the price so fixed shall be binding upon the seller and the purchaser respectively.

## DIRECTORS

10. A Director may vote as a Director in respect of any contract in which he is interested or on any matter arising thereout, and Regulation 86 of Part I of Table A shall be modified accordingly.

11. Paragraph (f) of Regulation 90 of Part I of Table A shall not apply to the Company.

12. Regulations 91 to 96, 98 and 99 of Part I of Table A shall not apply to the Company.

13. In Regulation 97 of Part I of Table A the words from "but shall not be taken into account" to the end of the Regulation shall be omitted.

14. Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

## BORROWING POWERS

15. In Regulation 81 of Part I of Table A the words from "so however" to the end of the regulation shall be omitted.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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Norman Byron,  
Law Clerk,  
21a The Square,  
Ballyclare.

Muriel Ferguson,  
Typist,  
21a The Square,  
Ballyclare.

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Dated the 30th day of August, 1977.

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Solicitors Apprentice,  
21a The Square,  
Ballyclare.



## SPECIMEN SIGNATURES

Francis Gerald Jennings

F. G. Jennings

Rodney Mark Mitchell

R. M. Mitchell

Michael Stuart Hopkinson

M. S. Hopkinson

## SPECIMEN SIGNATURES

Francis Gerald Jennings

F. G. Jennings

Rodney Mark Mitchell

Mark Mitchell

Michael Stuart Hopkinson

M. S. Hopkinson

I certify that this is a true, complete and up-to-date copy and that the original is in file as at this date // January 2008

Signature: Mark Mitchell

name : MARK MITCHELL

I certify that this is a true, complete and up-to-date copy and that the originals are in force as at this date, 11 January 2008.

Signature: *Mark Mitchell*

Name: MARK MITCHELL

The Companies Act (Northern Ireland), 1960.

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- (h) To manage, develop, improve, turn to account, exchange, grant in fee farm, mortgage, sell, lease, grant licences and rights over or in respect of, or otherwise deal with or dispose of the whole or any part of the undertaking, property and assets for the time being of the Company for such consideration as the Company may think fit.
- (i) To borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise, the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing, whether at par or at a premium or discount, or depositing any debentures, debenture stock, notes or other instruments constituting an acknowledgment of indebtedness whether creating a charge or not.
- (j) To secure or guarantee by mortgage, charge or otherwise or to give indemnities for the performance and discharge of any contract, obligation or liability of the Company, or of any other person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested, whether directly or indirectly.
- (k) To receive money on deposit or loan, and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit.
- (l) To invest and deal with the moneys of the Company not immediately required in such manner and upon such investments as the Company may from time to time think fit.
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (n) To support and subscribe to any charitable or public objects, to grant pensions and other financial assistance to persons employed or formerly employed by the Company or its predecessors in business and the dependants of such persons, and to maintain or contribute to any pension, provident or other funds, or any institutions, associations, societies or clubs, whether existing for purposes connected with trade, benevolence or otherwise, which may benefit or be connected in any way with the Company or its business or employees.
- (o) To promote or concur in promoting any other company for the purpose of acquiring the undertaking or any of the property, assets or rights of this Company, or the promotion of which will in any way benefit or advance the interest of this Company, and to underwrite, subscribe for or place any shares or securities of any such Company.

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