

LEGAL NOTICE

IN THE MATTER OF THE COMPANIES ACT 1981 (the “Act”)

Notice of Intention to Alter the Memorandum of Association of Bermuda Cancer and Health Centre (the “Company”)

NOTICE IS HEREBY GIVEN in accordance with Section 12(2) of the Act that the Company intends to alter its Memorandum of Association (the “Memorandum”) as follows:

- The First Schedule to the Memorandum shall be deleted in its entirety.
- Sub-paragraph (d) of paragraph 4 of the Memorandum shall be deleted in its entirety and replaced with the following:
 - (d) to strive for adequate and early detection, treatment and care of cancer and other diseases by the establishment and operation in Bermuda of institutions, clinics and facilities for the detection, treatment and care of such diseases;
- The following sub-paragraphs (l) to (z) shall be added immediately after sub-paragraph (k) of paragraph 4 of the Memorandum:
 - (l) to accept or disclaim any gift of money, legacy or other property, and raise funds by way of donation, grant or otherwise, in each case subject to such consents, conditions or other approvals as may be required hereby or otherwise by law;
 - (m) to sell, lease or otherwise dispose of all or any part of the Company’s property and any and all rights of the Company, in each case subject to such consents or approvals as may be required by law;
 - (n) to buy, lease, hire or otherwise acquire (including by gift, inheritance or bequest) and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property, and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
 - (o) to set aside funds for particular purposes or as reserves against future expenditure;
 - (p) to cooperate with other bodies and exchange information and advice with them;
 - (q) to establish and support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Company’s objects;
 - (r) to amalgamate with any companies, institutions, societies or associations having objects altogether in harmony with or in part similar to those of the Company;
 - (s) to enter into contracts to provide services to or on behalf of other bodies;
 - (t) to provide or procure the provision of advice;
 - (u) to publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, audio and video programs, instructional matter and any other form of information in or on any media;
 - (v) to pay reasonable compensation to any person or persons as necessary for services rendered and to make payments and distributions in furtherance of the proper pursuit of the Company’s objects;
 - (w) to accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
 - (x) to organise and assist in the provision of assemblies, conventions, courses of instruction, exhibitions, lectures and other educational activities;
 - (y) to pay out of the funds of the Company the costs incurred in connection with the formation and registration of the Company as a company and as a charity; and
 - (z) to do all such things as are necessary to the attainment of any of the above objects; provided always that the Company shall operate exclusively for charitable purposes throughout the world by applying its assets exclusively to charitable purposes in accordance with Bermuda law.
- The following paragraphs 8 and 9 shall be added immediately after paragraph 7 of the Memorandum:
 - 8. Any income, profits and assets of the Company shall be applied solely towards the promotion of its objects, and no portion thereof shall inure to the benefit of or be paid or transferred directly or indirectly by way of dividend, distribution, or return of capital or other assets to its members, directors or officers, or other private persons, except to make payments and distributions in furtherance of its objects, to pay in good faith reasonable and proper compensation for services rendered, and to reimburse out-of-pocket expenses incurred on behalf of the Company or in the course of carrying out duties for the Company.
 - 9. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects similar to those of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on the Company under or by virtue of these presents, the bye-laws of the Company and applicable law, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable body.