

Company No: 2385367

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

HYGIEIA HEALTHCARE LIMITED

Passed on 5th April 1991

At an Extraordinary General Meeting of the above-named Company duly convened and held on 5th April, 1991 the following Resolution was duly passed as a Special Resolution of the Company:-

SPECIAL RESOLUTION

"That, the Articles of Association of the Company be amended by the adoption of the clauses set forth in the document produced to the Meeting (and initialled by the Chairman for the purposes of identification) in substitution for and to the exclusion of the existing clauses in the Articles of Association of the Company."


.....
Chairman



K.T.
2385367

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

OF

HYGIEIA HEALTHCARE LIMITED

(adopted by Special Resolution passed on the 5th April 1991)

PRELIMINARY

1. (a) 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 being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) 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.

SHARE CAPITAL

2. (a) The share capital of the Company at the date of adoption of these Articles of Association is £500,000 divided into 500,000 Ordinary Shares of £1 each.



- (b) Subject to the provisions of the Act relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (e) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- (c) Any unissued shares which the Directors resolve to offer for subscription for cash shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Articles by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and

in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such share shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

- (d) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (e) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to £400,000 during the period of five years from the date of the adoption of these Articles and the Directors may, after that period allot any shares or grant any such rights under this authority in pursuance of any offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

- 3. The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing 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, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the nature of the business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly.
- All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
6. (a) Regulation 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and in such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- (c) Regulation 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

- 7. (a) Regulation 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly.
- (c) The Directors shall not be required to retire by rotation and Regulations 73 and 80 (inclusive) in Table A shall not apply to the Company.
- (d) No person shall be appointed a Director at any General Meeting unless either:-

- (i) he is recommended by the Directors; or
 - (ii) he is recommended by a member holding a majority of shares in the Company.
- (e) For so long as Ambazac Limited (or anyone to whom it has transferred its shares pursuant to Article 15(a) and (b) below) beneficially holds any shares in the authorised share capital of the Company it may appoint one person to be a Director of the Company and may likewise remove from office such a person so appointed and appoint another person in his place. The Company and the other shareholders shall assist in procuring such appointment or removal as the case may be.
- (f) Any person holding 51% or more of the aggregate nominal value of issued ordinary shares in the Company may appoint any number of Directors upon notice in writing to the Company.
- (g) Upon a resolution being proposed at a general meeting to remove a Director appointed pursuant to (e) above Ambazac Limited shall be entitled to exercise such total number of votes as shall equal twice the total number of votes cast on such resolution by the other members of the Company.
- (h) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.
- (i) Regulation 50 of Table A shall not apply to the Company.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.
- (b) A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OR REMOVAL OF DIRECTORS

10. Subject to the provisions of Article 7 the office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Regulation 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by clause 3(f) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Regulation 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (b) Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (c) For all purposes the quorum for meetings of the Directors shall be two either in person or by their duly appointed alternates. If within half an hour of the time appointed for the meeting a quorum is not

present the meeting shall stand adjourned to the same day in the next week and at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the appointment time for the adjourned meeting, it shall be dissolved.

INDEMNITY

13. (a) 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. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

CAPITALISATION OF PROFITS

14. The Directors may with the authority of an Ordinary Resolution:-
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve), or any

sum standing to the credit of the Company's share premium account or capital redemption reserve fund.

- (b) appropriate the profits or sum resolved to be capitalised to the members in proportion to the nominal amount of the ordinary share capital (whether or not fully paid) held by them respectively, and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such shares or debentures credited as fully paid up, to and amongst such members, or as they may direct, in the proportion aforesaid, or partly in one way and partly in the other: provided that the share premium account and the capital redemption reserve fund and any such profits which are not available for distribution may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members credited as fully paid.
- (c) resolve that any shares allotted under this Article to any member in respect of a holding by him or any partly paid shares shall, so long as such shares remain partly paid rank for dividends only to the extent that such partly paid Ordinary Shares rank for dividend.
- (d) make such provisions by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit for the case of shares or debentures becoming distributable under this Article in fractions.
- (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the

allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of the profits or sum so resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on shares held by them respectively any agreement made under such authority being thereupon effective and binding on all such members.

- (f) Generally do all acts and things required to give effect to such resolution as aforesaid.

TRANSFER OF SHARES

15. (a) A member being a body corporate may at any time transfer all or part of the Shares held by it to a member of the same group (as herein defined) and the Directors shall register any such transfer. A "member of the same group" means any company which is a holding company or subsidiary of any corporate member or any other company which is a subsidiary of such a holding company. (The expressions "subsidiary" and "holding company" shall have the meanings given to them in Section 736 of the Act)
- (b) The Directors shall register the transfer of any shares held by any member or a person connected with a member:-
- (i) to the trustees of a family settlement (being a settlement which no one other than a member, a spouse, a child or remoter issue including issue not yet born, parent, brother or sister of that member is entitled to a beneficial interest);

- (ii) to a beneficiary or upon any change of trustees; or
- (iii) by the legal personal representatives of any deceased member to any widow, widower, child or remoter issue, parent brother or sister of such deceased member,

and the rights of pre-emption hereinbelow conferred in this Article shall not arise on the occasion of such a transfer.

(The expression "connected person" shall have the meaning given to it in Section 839 of the Taxes Act 1988).

- (c) The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of any share whether or not it is a fully paid share to which paragraphs (a) or (b) above do not apply and no transfer shall be registered under this Article 15 or otherwise other than at a meeting of the Directors held in accordance with Article 12.
- (d) Save where a transfer is made pursuant to paragraphs (a) or (b) above any person (hereinafter called "the proposing transferor") proposing to transfer any share shall give a notice in writing hereinafter called "the transfer notice" that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the Shares therein mentioned, (together with all rights restrictions and options then attached thereto) at the prescribed price (as hereinafter defined) to any member in accordance with and subject to the provisions hereinafter contained.
- (e) All Shares included in any transfer notice shall promptly be offered by the Company to all members (other than the member by whom or in respect of whose Shares the transfer notice has been given or

deemed to be given) for purchase at the prescribed price in the proportion as nearly as may be to the number of existing Shares held by them.

All offers of Shares under this paragraph shall be made by notice in writing and shall (subject to the revocation of the transfer notice, where permitted) be open for acceptance during the prescribed period.

- (f) (i) If the Company shall within the prescribed period find members (hereinafter called "the purchasers") willing to purchase all the Shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such Shares to the respective purchasers thereof in accordance with the allocation to be made under paragraph (e) of this Article. Every such notice shall state the name and address of the purchaser and the number of Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than seven days nor more than fourteen days after the date of such notice or (where necessary) so soon thereafter as the prescribed price shall have been determined. Provided always that the proposing transferor may withdraw the transfer notice if the Company has not found purchasers for the whole of the shares the subject of the transfer notice provided always that the proposing transferor may not then offer such shares the subject of the transfer notice to any other person not being a member of the Company.

- (ii) If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in transferring such Shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the Register as the holder of such Shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see the application thereof) and after the name of the purchaser has been entered in the Register in purported exercise of the aforesaid powers the validity of the proceeding shall not be questioned by any person.
- (g) If the Company shall not within the prescribed period find purchasers willing to purchase all of the Shares and give notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such Shares or any of them the proposing transferor at any time thereafter during a period of three months after the expiration of the prescribed period shall be at liberty (subject in all cases to the proviso to Article 15(f)(i)) to transfer those Shares for which the Company has not given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price

(after deducting, where appropriate any net dividend or other distribution declared or made after the transfer notice and to be retained by the proposing transferor) Provided that:-

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the Shares comprised in the transfer notice he shall not be entitled under this paragraph to transfer any of such Shares unless in aggregate the whole of such shares are transferred by him;
 - (ii) the Directors may require to be satisfied in such manner as they may reasonably require that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- (h) The expression "the prescribed period" shall mean a period of three months from the date on which the transfer notice is given or deemed to be given. The expression "the prescribed price" shall mean (i) such a price (acceptable to the proposing transferor) as any third party may bona fide have offered for the Shares in question within one month prior to the date of the transfer notice and is stated in the transfer notice (in the absence of any such third party offer) or (ii) failing any such offer such sum per Share as may within not later than seven days after the date of the transfer notice be agreed between the proposing transferor and the Directors representing the fair value thereof, or (iii) (failing

any such agreement and in the absence of any such third party offer) the fair value as between a willing buyer and a willing seller thereof at the date of the transfer notice determined and certified any independent Chartered Accountant appointed in the absence of agreement between the parties by the President for the time being of the Institute of Chartered Accountants to act at the cost and expense of the Company as expert and not as arbitrator in so determining and certifying and their decision to be final. In determining the value the business of the Company shall be valued on a going concern basis.

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