

Number of Company: 4337622

THE COMPANIES ACT 1985

SPECIAL RESOLUTION OF

SINGLE USE SURGICAL LIMITED

At an Extraordinary General Meeting of the members of the above-named company duly convened and held at BBIC, Innovation Way, Barnsley, S75 1JL on October 17<sup>th</sup>, 2003 the following SPECIAL RESOLUTION was duly passed:

That the Articles of Association of the Company be altered by the replacement of articles 4, 5.1 and 5.2 with new articles as set out in the document attached hereto and signed for identification by the Chairman.



Chairman



## TRANSFER OF SHARES

### Replace Article 4

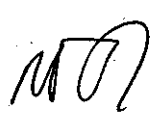
4.1 Clauses 24, 25 and 26 of Table A shall not apply to the Company. Clause 28 shall have deleted the words "but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given".

4.2 The Directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also, in their absolute discretion, and without assigning any reason therefor, refuse to register a transfer unless:

- (a) it is lodged at the office or such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
- (b) it is in respect of only one class of shares; and
- (c) it is in favour of a transferee who is the spouse of a Member

4.3 (a) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares other than to their spouse shall give notice in writing (hereinafter called the "transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (c) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(b) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (c) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of the proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions, of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.



(c) Any Member may, not later than fourteen days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor (or Reviewing Accountant) for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the prices specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be at its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(d) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (b) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice" to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account


(f) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (d) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons.

## **TRANSMISSION OF SHARES**

Replace Articles 5.1 and 5.2

5.1 Clauses 30 and 31 of Table A shall not apply to the Company.

5.2 A person other than a spouse of a Member becoming entitled to a share in consequence of the death or bankruptcy of a Member shall as soon as he becomes entitled to the shares



give a transfer notice (as previously defined in clause 4.3(a)) to the Company in respect of his entire shareholding. If a person so becoming entitled shall not have given a transfer notice in respect of any share within 3 months of becoming so entitled then the Company may by written notice to the person (if known) or otherwise by written notice to the last known address of such deceased or bankrupt Member advise that a transfer notice shall be deemed to have been served by reason of the death or bankruptcy of the Member in respect of the shareholding.

- 5.3 Following receipt or deemed service of such transfer notice the provisions contained in clause 4.2 and 4.3 hereof relating to the transfer of shares shall apply. Where a transfer notice is given or deemed to be given under clause 4.3 and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (c) of clause 4.3 as the fair value thereof.

MTT.