

THE COMPANIES ACTS 1985 AND 1989

WRITTEN RESOLUTION

of

UK INDEPENDENT MEDICAL SERVICES LIMITED

Company Number 04530717 ("the Company")


Pursuant to Section 381A of the Companies Act 1985 ("the Act")

Passed on 13th August 2007

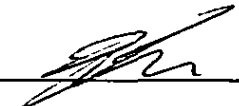
We the undersigned, being all the members of the Company who at the date of this resolution would be entitled to attend and vote at any general meeting of the Company hereby pass the following resolution as a special resolution as if the same has been passed at a general meeting of the Company duly convened and held

RESOLUTION

That the Articles of Association of the Company be and is hereby amended by the deletion of article 8



Paul Healey



Ian Medforth



Chris Watson

WEDNESDAY



A08 *A86A8S42* 225
15/08/2007
COMPANIES HOUSE

Company Number 4530717

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



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COMPANIES HOUSE

UK INDEPENDENT MEDICAL SERVICES LIMITED

(adopted by Special Resolution passed 13th 2007)

Preliminary

- 1 1 1 The Regulations contained in Table A in the Schedule to the Companies (Table 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
- 1 2 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 or any other statutory provision or enactment shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

Private Company

- 2 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

Share Capital

- 3 The Share Capital of the Company at the date of adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each ("the Shares") The shares shall, (except as provided in these Articles), rank pari passu in all respects whatsoever.
- 4 Any Shares in the capital of the Company created after the date of the adoption of these Articles shall be issued to the holders of the Shares on a pro rata basis

General Meetings

- 5 Every notice convening a General Meeting shall comply with the provisions of Section 372 of the Act as to giving information to members in regard to their rights 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 Auditor for the

time being of the Company

- 6 6 1 Regulation 40 in Table A shall be amended so that the reference to "Two persons" in the second Sentence thereof shall be amended to read "Four persons"
- 6 2 Regulation 41 in Table A shall be read and construed as if the words, "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, such Meeting shall be dissolved" were added at the end
- 7 Regulation 50 of Table A shall apply to the Company.

Power and Duties of Directors

- 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 to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and, subject (in the case of any security convertible into shares) to Section 80 and 380 of the Act to issue debentures, debenture stock, and other securities whether out right or as security for any debt, liability or obligation of the Company or of any third party
- 9 In Regulation 88 of Table A shall apply to the Company
- 10 No business of the directors shall be transacted at any meeting unless a quorum is preset Two persons entitled to vote upon the business to be transacted, each being a director will be a quorum A person who holds office only as an alternative director shall if his appoints is not present be counted in a quorum
- 11 Regulation 90 of Table A shall not apply to the Company.
- 12 Regulation 94 in Table A shall not apply to the Company and a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he shall so vote his vote shall be counted and shall be reckoned in estimating a quorum present at any meeting when any such contract or arrangement is under consideration.

Rotation of Directors

- 13 The Directors shall not be required to retire by rotation and Regulations 73 to 80 inclusive of Table A shall be modified accordingly
- 14 Regulation 118 in Table A shall not apply to the Company. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities which he may sustain or incur in or about the execution and discharge 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 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

Transfer of Ordinary Shares

15 15 1 The Directors shall, subject to paragraph 15 3 of this Article, register the transfer or, as the case may be, transmission of any shares made in accordance with the following provisions of this Article but not otherwise

15 2 For the purpose of this Article 15 the word "Member" shall mean a Shareholder of the Company.

15 3 Notwithstanding the provisions of this Article, the Directors may decline to register any transfer or transmission which would otherwise be permitted hereunder if it is a transfer -

16 3 1 of a share on which the Company has a lien,

16 3 2 of a share (not being fully paid share) to a person of whom they shall not approve),

The first sentence of Regulation 24 in Table A shall not apply to the Ordinary Shares

15 4 Any person (hereinafter called "the proposing transferor") proposing to transfer any shares 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 15.6 below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors

15 5 15 5 1 The Ordinary Shares comprised in any transfer notice shall first be offered to the Company for purchase. Such offer shall be formally recorded by a notice in writing from the Directors to the Company at its registered office (called the "company offer notice") within seven days after the later of receipt of the transfer notice or (if the Directors decide to have the price calculated in accordance with Article 15 6) within seven days after receipt by the Directors of the auditors' valuation. The Company offer notice shall state the price of the ordinary Shares calculated in accordance with these Articles including, if appropriate, Articles 15 6 and shall limit the time within which the offer may be accepted being not

more than 21 (twenty one) days after the date on which it was signed

15 5 2 In the event of the Company not exercising its option in accordance with clause 15 5 1 above in respect of all or some of the Ordinary Shares comprised in any transfer notice, those Ordinary Shares comprised in such transfer not acquired shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of Ordinary Shares held by them in relation to the total number of Ordinary Shares in the capital of the Company respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the earlier of the expiry of the offer period contained in article 15 5 1 to the Company or the written decision by the Director not to exercise the Company's option under Article 15 5 1. 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 fourteen days nor more than twenty-eight days after the date of the offer notice, provided that if a certificate of valuation is requested under paragraph 15 6 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. 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 his 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.

15 6 Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor 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 or arbiter 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 price specified in the transfer notice and the price certified by the auditor in accordance with this Article). For the purpose of this Article the fair value of each share comprised in the transfer notice shall be 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.

- 15.7 If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph 15.5 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.
- 15.8 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 Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate bank account.
- 15.9 If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph 15.7 above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph 15.3 above to transfer all or any of the shares comprised in the transfer notice to any person or persons at a price per share not less than the lower of the price set out in the transfer notice and the price certified by the auditor in accordance with paragraph 15.6 (if any).
- 15.10 In the application of Regulations 29 to 31 in Table A to the Company.
- 15.10.1 any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;
- 15.10.2 if a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon the resolution passed by them give notice requiring such person within thirty days to execute permitted transfers or give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall

at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph 15 4 of this Article relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice,

15 10 3 where a transfer notice is given or deemed to be given under this paragraph 15 10 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 15 6 of this Article as the fair value thereof

15 11 If any shareholder,

15 11 1 who was an employee or director of the Company at the time he acquired all or part of his shares in the Company ceases to be an employee or director of the Company and does not continue as either director or employee of it he must within 14 days of such cessation serve a Transfer Notice on the Company in accordance with Article 15 4 in respect of shares in the Company registered in his name;

15 11.2 fails to meet his obligations under Article 15 11 1 above the directors may at any time thereafter upon a resolution passed by them give notice requiring such person within thirty days to give a Transfer Notice in respect of all shares registered in his name and for which he has not previously done so and if he does not do so he shall at the end of such thirty (30) days be deemed to have been given a Transfer Notice pursuant to Article 15 4 of this Article in relation to those shares for which he has not given a Transfer Notice,

15 12 The provisions of Article 15 10 shall only take effect in the event of the death of a Member if within 90 days of such death the holders of not less than 75% of the issued share capital of the Company (excluding for all purposes of this calculation all the Shares held by the deceased shareholder at the time of his death) confirm in writing to the Company that they wish the provisions of Article 15 10 to be implemented, whereupon the Directors will notify the Personal Representatives and Beneficiaries the deceased Member

16 The Company may in accordance with and subject to Part V of the Act and all other provisions for the time being (if any) therefor,

16 1 give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company, if any,

16 2 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable,

- 16 3 purchase its own shares including its own redeemable shares,
- 16 4 make a payment in respect of the redemption of purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, capital, or, so long as aforesaid, partly one way and partly another, and as to redemption on such terms and in such manner as may be determined at any time or times by Directors

Provided always that any shares purchased or redeemed by the Company shall be treated as cancelled

17 Dragalong Rights

- 17 1 If at any time the holders of 75% or more of the Shares (for the purpose of this Article 17.1 "the Sellers") are approached by a purchaser ("the Proposed Purchaser") with a bona fide offer on arm's length terms to acquire the entire share capital of the Company ("the Offer") and the Sellers intend to sell all of their holdings of the Shares (or any interest in such shares) (the shares to be sold by the Sellers being referred to as "Selling Shares") then the Sellers shall, notwithstanding Article 18, give the holders of all the other Shares in the capital of the Company and the Company not less than 42 days advance notice of the Offer before selling the Selling Shares That Notice ("the Selling Notice") will include details of the Selling Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase not being less than 42 days from the date of the Selling Notice ("Completion")
- 17 2 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the Shareholders (other than the Sellers) (the "Other Members") giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the same terms as those contained in the Selling Notice
- 17 3 Subject to Article 17.4 below, each Shareholder who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the highest price for the same class per Selling Share to be sold to the Proposed Purchaser on Completion by the Seller and on terms set out in the Selling Notice
- 17 4 If any of the Shareholder(s) ("the Defaulting Member(s)") fails to comply with the terms of a Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member for the sale of his shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Members the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause a Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and

valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers of the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Seller shall sell the Selling Shares to the Proposed Purchaser on Completion, subject at all times to the Seller being able to withdraw the Selling Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall be withdrawn and cease to have any further effect.

17.5 Any transfer of shares pursuant to this Article 17 shall not be subject to the restrictions on transfer contained in these Articles.

17.6 In the event of any disagreement over the calculation of the relevant price to be paid for the Shares or over the operation of this Article 17 the matter in dispute shall be decided upon by the independent expert appointed in accordance with Article 15.6.

18 Tagalong Rights

18.1 If at any time the holders of 75% or more of the Shares (for the purpose of this Article 18.1 ("the Sellers")) are approached by a purchaser ("the Proposed Purchaser") with a bona fide offer on arms' length terms to acquire the Shares held by the Sellers ("the Offer") the Sellers shall not, subject to the provisions of Article 17, accept that offer without the prior written consent of all the holders of Shares unless the Proposed Purchaser has made an offer (stipulated to be open for acceptance for 28 days) to purchase all of the Shares issued in the capital of the Company at that time ("the Total Offer") on terms that are no less favourable on a pro-rata basis.

18.2 In the event of a Total Offer being made by a proposed Purchaser to the Shareholders pursuant to the provisions of Article 18.1 above every Shareholder shall be bound within 28 days of the making of the Total Offer either to accept or reject that Total Offer in writing and in default of so doing shall be deemed to have rejected the Total Offer.

18.3 The price payable for each Share under the Total Offer shall be at least pari passu to that offered or paid or payable for each Share under the terms of the Offer by the Proposed Purchaser or its nominees plus the amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares which having regard to the substance of the transaction as a whole could only be regarded as an addition to the price paid or payable for the Shares.

18.4 In the event of any disagreement over the calculation of the relevant price to be paid for the Shares or over the operation of this Article 18 the matter in dispute shall be

decided upon by the independent expert appointed in accordance with Article 16.6.

- 18.5 Completion of the sale of shares under the Offer shall only be completed if at the same time completion takes place of the sale of the Shares held by those holders who accepted the Total Offer made to them pursuant to the provisions of Article 18.1