

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

Written Resolutions

of

SAFEHANDS HEALTHCARE LIMITED

(the "Company")

We, the undersigned, being the members of the Company who at the date of this resolution are entitled to attend and vote at a general meeting of the Company **RESOLVE** pursuant to Part 2 of Chapter 13 of the Companies Act 2006 and with the intent that the following resolutions should be valid and effective as if the same had been passed at a duly convened and held general meeting of the Company as follows:

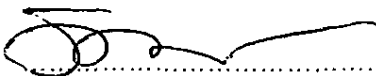
Special Resolutions

1. THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company, in substitution for, and to the exclusion of, the existing articles of association.
2. THAT the 150 existing ordinary shares of £1 each issued to Tony Hall and Jane Hall be reclassified as A ordinary £1 shares and the 150 existing ordinary shares of £1 each issued to Steven Abramson and Judy Abramson be reclassified as B ordinary £1 shares
3. THAT the remaining 7700 unissued shares in the Company be reclassified as 3850 A ordinary shares and 3850 B ordinary shares of £1 each

31 March 2009



Steven Abramson



THURSDAY



PC3

P6HWLCRW

27/08/2009

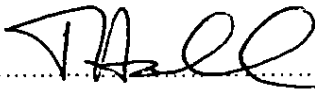
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COMPANIES HOUSE

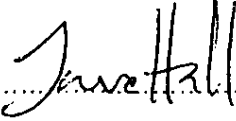
**WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY
OF THE ORIGINAL**



Judy Abramson



Tony Hall



Jane Hall

NOTES:

1

If you wish to vote in favour of the resolutions please sign this document and deliver the signed document by hand to the company secretary.

2

If you do not wish to sign the resolutions you need not do anything: you will not be deemed to agree with them if you fail to reply.

3

Where, by the date which is 28 days after the date of circulation of these resolutions, insufficient agreement

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business.

Company: Safehands Healthcare Limited.

Companies Acts: the 1985 Act and the 2006 Act.

Connected Persons shall have the meaning provided by section 839 of the Income and Corporation Taxes Act 1988.

Director: a director of the Company from time to time.

Equity Share Capital: the meaning ascribed to such expression by Section 744 of the 1985 Act.

family member: in relation to any Shareholder, any of his spouse (or widow or widower), children and grandchildren (including step and adopted children and grandchildren).

family trust: in relation to a Shareholder a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Shareholder or any of his family members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Shareholder or any of his family members.

Leaver: any Shareholder who becomes bankrupt or in the case of a director ceases or has ceased to be an employee or director of the Company.

Leaving Date: means the date upon which a Leaver ceases to be an employee or director or becomes bankrupt.

Ordinary Shares: the A and B ordinary shares of £1 each in the capital of the Company.

Prescribed Price: the meaning set out in article 9.4.

Relevant Securities: any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted.

Sale Shares: the Shares specified or deemed to be specified for sale in a Transfer Notice.

Seller: the transferor of Shares pursuant to a Transfer Notice.

Shares: the Ordinary Shares from time to time.

Shareholder: a holder of Shares in the Company.

Subsidiary and Subsidiary Undertaking: shall have the meanings given to them in the 1985 Act.

Transfer Notice: a notice given under Article 8.2 or deemed to be given by any Shareholder to the Company where that Shareholder (and his Connected Persons) is required by these Articles to transfer (or enter into an agreement to transfer) any Shares.

Transfer Price: the price (in cash) at which Sale Shares are to be transferred as determined in accordance with these Articles.

Valuer: Ernest J George & Company or Alliance Valuers

3. Share capital

- 3.1 The share capital of the Company is £1,000 divided into 500 A ordinary shares of £1 each and 500 B ordinary shares of £1 each.

4. Issue of shares: pre-emption

- 4.1 Subject to the remaining provisions of this Article 4, the Directors are generally and unconditionally authorised for the purpose of section 80 of the 1985 Act to exercise any power of the Company to:

- (a) offer, allot or grant rights to subscribe for; or
- (b) convert securities into; or
- (c) otherwise deal in, or dispose of,

any Shares (or any other Relevant Securities in the Company) to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 4.2 The authority referred to in Article 4.1:

- (a) shall be limited to a maximum nominal amount of Shares equal to the amount of the authorised but unissued share capital of the Company immediately following the date on which these Articles are adopted;
- (b) shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it; and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority (and the Directors may allot Relevant Securities in pursuance of an offer or agreement as if such authority had not expired).

- 4.3 In accordance with section 91(1) of the 1985 Act, sections 89(1) and 90(1) to (6) (inclusive) of the 1985 Act shall not apply to an allotment of Relevant Securities made by the Company.

- 4.4 No Shares shall be allotted to any employee, Director, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003 (Section 431 Election).

5. Dividends

5.1 Each dividend shall be distributed to the appropriate Shareholder of each class pro rata according to the number of Shares held by them and shall accrue daily (assuming a 365-day year). All dividends are expressed net and shall be paid in cash.

5.2 Subject to the Companies Acts and these Articles, the Board may pay interim dividends.

6. Voting

6.1 Subject to any other provisions in these Articles concerning voting rights, the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share shall carry one vote per share.

6.2 Where Shares confer a right to vote, votes may be exercised:

(a) on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding Shares with votes shall have one vote); or

(b) on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding Shares with votes shall have one vote).

7. Transfer of shares: general

7.1 In Articles 8 and 9 reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

7.2 No share may be transferred unless the transfer is made in accordance with these Articles and the Directors shall refuse to register a transfer not made in accordance with these Articles.

7.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him and his connected Persons.

7.4 Any transfer of a Share by way of sale that is required to be made under Articles 8 and 9 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.

7.5 The Directors may refuse to register a transfer if:

(a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind; or

- (b) the transfer is to an employee, Director or prospective employee or director and that person has not entered into a Section 431 Election with the Company.

7.6 Any Shareholder who is an individual may at any time transfer his Shares to a person shown to the reasonable satisfaction of the Board to be a family member of his; or trustees to be held under a family trust for that member or any of his family members.

8. Transfer of shares subject to pre-emption

8.1 Except where the provisions of Article 7 or 9 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 8.

8.2 If any Shareholder wishes to transfer some or all of his Shares to a third party, he shall deliver a Transfer Notice to the Company specifying:

- (a) the number of Shares he wishes to sell;
- (b) the name of the proposed transferee; and
- (c) the price (in cash) at which he wishes to transfer the Shares to the proposed transferee.

8.3 Once given (or deemed to have been given under these Articles), a Transfer Notice may not be withdrawn.

8.4 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

8.5 As soon as practicable following a Transfer Notice being given (or deemed to have been given), the Board shall determine whether some or all of the Sale Shares should be acquired by the Company and, if so and subject to compliance with the 1985 Act and the 2006 Act, the Board shall allocate such Sale Shares to the Company who shall become an Applicant for the purposes of Article 8.8. The Board shall offer any remaining Sale Shares for sale to the Shareholders in the manner set out in to Article 8.6. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

8.6 The Board shall offer the Sale Shares not allocated to the Company to the other Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (**First Offer Period**) for the maximum number of Sale Shares they wish to buy.

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Shareholder in the proportion which his existing holding of Shares bears to the total number of Shares held by those Shareholders who

have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

If only some of the Sale Shares are allocated in accordance with Article 8.6, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this Article 8.5.

If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the other Shareholders in accordance with their applications. The balance (**Initial Surplus Shares**) shall be dealt with in accordance with Article 8.7.

- 8.7 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Shareholders other than the Seller (**Continuing Shareholders**), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (**Second Offer Period**) for the maximum number of Initial Surplus Shares they wish to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion that his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications.

- 8.8 The Board shall, when no further offers are required to be made under Article 8.6 and Article 8.7, give written notice of allocation (**Allocation Notice**) to the Seller and each Shareholder (or the Company) to whom Sale Shares have been allocated (**Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days not more than 20 Business Days after the date of the Allocation Notice).

- 8.9 On the service of an Allocation Notice, the Seller shall transfer the Sale Shares in accordance with the requirements specified in it.

If the Seller fails to comply with this Article 8.9:

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller:

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(ii) receive monies paid in respect of the Transfer Price and give a good discharge for it; and

(iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

(b) the Company shall pay the monies received in respect of the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

8.10 If all the Sale Shares are not purchased under the proceeding provisions of this Article 8, the Seller may (if he served a Transfer Notice under Article 8.2) within 30 days following service of the Allocation Notice transfer any remaining Sale Shares to the third party identified in the Transfer Notice at a price at least equal to the Transfer Price. If the Seller is subject to a deemed Transfer Notice, he shall retain any remaining Shares subject to the provisions of these Articles.

8.11 The restrictions imposed by this Article 8 may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such shares offered to them in accordance with this Article.

8.12 The restrictions imposed by this Article 8 shall not apply in relation to any proposed transfer of Shares governed by any shareholders agreement or cross option agreement entered into between all the Shareholders and the Company and the Directors shall be bound to register any transfer of shares made in accordance with such shareholders agreement or cross option agreement.

8.13 If no agreement is reached as to the proposed Transfer Price then a fair price for the Shares shall be determined by a Valuer to be appointed by the Board. The Valuer (whose costs shall be borne equally by the Shareholders) shall

- 8.13.1 value the Shares as on an arm's length sale between a willing vendor and a willing purchaser;
- 8.13.2 assume that the Shares are capable of being transferred without restriction;
- 8.13.3 value each Share as a rateable proportion of the total value of all the Shares in the Company and will not discount or enhance the fair value by reference to the number of Shares comprised in the Transfer Notice.

9. Leavers

- 9.1 The provisions of this Article shall apply to any Leaver and to any Shares registered in the name of the Leaver and his Connected Persons.
- 9.2 Within the period commencing on the relevant Leaving Date and expiring 3 months later, any member of the Board may serve a notice on the Leaver notifying him that he is, with immediate effect, deemed to have served a Transfer Notice in respect of all his Shares and those of any Connected Person.
- 9.3 The provisions of Article 8 shall apply to any such Transfer Notice, provided that for these purposes:
 - 9.3.1 the Sale Shares shall be all of the Shares registered in the name of the Leaver and his Connected Persons;
 - 9.3.2 the Prescribed Price shall be determined under Article 9.4;
 - 9.3.3 in the case of a Bad Leaver payment for the Sale Shares (plus interest at the rate of 2% above the base rate of Barclays Bank Plc) shall be made by 12 consecutive quarterly instalments commencing on the date of completion of the transfer of the Sale Shares; and
 - 9.3.4 in the case of a Bad Leaver the First Offer Period shall be 6 months instead of 10 Business Days
- 9.4 The Prescribed Price shall be:
 - 9.4.1 in the case of a Good Leaver the Fair Price;
 - 9.4.2 in the case of a Bad Leaver 75% of the Fair Price.
- 9.5 In this Agreement:
 - 9.5.1 a Shareholder shall be deemed to be a "Good Leaver" in circumstance where the relevant person:

dies; or

suffers a physical or mental deterioration which, in the reasonable opinion of the Board, is sufficiently serious to prevent the relevant person from carrying on his normal employment; or

ceases to be employed by the Company at any time due to circumstance which would enable the relevant person to make a successful claim against the Company for unfair dismissal;

9.5.2 a Shareholder shall be deemed to be a **"Bad Leaver"** in circumstance where the relevant person is not deemed to be a Good Leaver.

9.5.3 a Shareholder who becomes bankrupt or who ceases to be on the register of pharmacists of the Royal Pharmaceutical Society of Great Britain shall also be deemed to be a **"Bad Leaver"**

9.6 For the purposes of this agreement **"the Fair Price"** shall mean such sum as is either agreed between the Leaver and the Company or otherwise determined by in accordance with Article 8.13

10. Directors

Unless and until the Company in general meeting determines otherwise, the number of directors shall not be less than one.

11. Proceedings at Meetings of Directors

11.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

11.2 The quorum for the transaction of business at any meeting shall be two Directors. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

11.3 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.

- 11.4 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 13.4.
- 11.5 Questions arising at any meeting of the Directors shall be decided by a majority of votes.
- 11.6 For a signed resolution under Regulation 93 of Table A to be effective, it shall not be necessary for it to be signed by a Director who is prohibited by these Articles, or by law, from voting on it. Regulation 93 of Table A shall be modified accordingly.
- 12. Lien**
The lien conferred by Regulation 8 of Table A shall apply to all Shares of the Company whether fully paid or not, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he is the sole registered holder of the Shares or one of several joint holders.
- 13. Indemnity**
- 13.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour, or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs.
- 13.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.