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ALLIANCE MEDICAL GROUP LIMITED
(the "Company")

Written Resolutions of the Members of the Company

Circulation date: 10 February 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed (the "Resolutions") Resolutions one, two and three are proposed as special resolutions

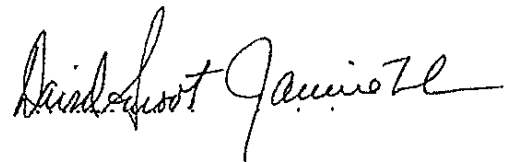
SPECIAL RESOLUTIONS

- 1 THAT, consent be and is hereby given to the change of the name of the Company from Alliance Medical Group Limited to AM Old Topco Limited provided that such change shall only take place at Completion as defined in the Implementation Agreement to be entered into by the Company, and completion of any other formalities as may be agreed upon by the directors of the Company
- 2 THAT, approval be and is hereby given to the directors of the Company, and the directors of the Company be and are hereby generally and unconditionally authorised, pursuant to and in accordance with the articles of association of the Company, to take all steps to effect such change of name of the Company including notifying any relevant authorities and making any necessary filings
- 3 THAT the regulations contained in the printed document attached to this resolution be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

AGREEMENT

The undersigned, being a person entitled to vote on the Resolutions on 15 February 2011, hereby irrevocably agrees to all of the Resolutions

Signed for and on behalf of DIC Alliance Guaranteeco Limited
by



Date

15 FEBRUARY 2011

FRIDAY



LD5 18/02/2011 14
COMPANIES HOUSE

NOTES:

- 1** If you agree with the Resolutions please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand or by post
- 2** If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3** Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4** Unless, by midnight on 10 March 2011, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before this time

ALLIANCE MEDICAL GROUP LIMITED
(the "Company")

Written Resolutions of the Members of the Company

Circulation date: 10 February 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed (the "**Resolutions**") Resolutions one, two and three are proposed as special resolutions

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AGREEMENT

The undersigned, being a person entitled to vote on the Resolutions on 10 February 2011, hereby irrevocably agrees to all of the Resolutions

Signed for and on behalf of Bridgepoint Capital (Nominees)
Limited

by

Date



11 February 2011



10/02/2011
COMPANIES HOUSE

15

NOTES:

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Preliminary

No [04/276]

The Companies Act 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF ALLIANCE MEDICAL GROUP LIMITED

Incorporated on 29 October 2007

*(To be renamed
AM Old Topco Limited)*

Interpretation

- 1 (a) Subject as hereinafter provided the Regulations contained in Table A in the Companies (Table A to F) Regulations 1985 ("Table A") as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 and further amended by The Companies (Tables A to F) (No 2) (Amendment) Regulations 2007 shall apply to the Company
- (b) In these Articles the expression "the Act" means the Companies Act 1985, including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force

Table A

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles
- 3 Regulations 8, 24, 41, 59, 64, 65, 73 to 78, 80 and 94 of Table A do not apply to the Company

Share Capital

- 4 Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to allot, create, deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such times as they think fit, but no shares shall be issued at a discount
- 5 The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 4 is the nominal amount of unissued shares at the date of incorporation of the Company or such other amount as is authorised by the Company in general meeting
- 6 The authority conferred on the directors by articles 4 and 5 shall remain in force for a period of five years from the date of incorporation of the Company This authority may be renewed by the Company in general meeting in accordance with section 80 of the Act
- 7 The provisions of section 89(1) of the Act do not apply to the Company

Lien

- 8 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

Transfer of shares

- 9 The directors may, in their absolute discretion and without giving any reason, decline to register any transfer of a share whether or not it is a fully paid share.

Drag-along rights

- 10 If at any time, one or more holders of Instruments wishes to sell Instruments representing in aggregate in excess of 50 per cent of the nominal value of Instruments in issue from time to time (provided that the consideration to be paid for such Instruments comprises either cash and/or securities listed on an internationally recognised investment exchange) (together, the "**Dragging Holder**"), the Dragging Holder shall have the right to require all other holders of Instruments (the "**Remaining Holders**") to transfer to the proposed transferee the same proportion of their respective Instruments as the Dragging Holder is transferring to the proposed transferee (the "**Relevant Proportion**"), provided such Transfer is made on arm's length terms (a "**Required Exit**") by giving written notice to that effect to the Remaining Holders (the "**Drag-Along Notice**") at least 20 Business Days prior to the anticipated closing date of such Required Exit. If the Dragging Holder is proposing to sell all its Instruments, each Remaining Holder shall be required to sell all Instruments held by it in accordance with the terms of this Article.
- 11 The Drag-Along Notice shall specify
- 11.1 that the Remaining Holders are required to transfer the same Relevant Proportion of their Instruments as the Dragging Holder is transferring ("**Dragged Instruments**") pursuant to this Article or that the Remaining Holder are required to transfer all of their Instruments pursuant to this Article,
 - 11.2 the person to whom the Dragged Instruments are to be transferred,
 - 11.3 the material terms and conditions of the Required Exit, including, without limitation, the consideration payable for the Dragged Instruments which shall, for each Dragged Instrument, be an amount at least equal to the price per Share or other Instrument, and of the same type as is being offered by the proposed transferee for the corresponding Instrument of the same class or ranking *pari passu* being sold by the Dragging Investor(s), and
 - 11.4 the proposed date of the transfer.
- 12 If a Remaining Holder fails to comply with its obligations under Article 10, the Board may authorise any director to execute, complete and deliver as agent for and on behalf of that Remaining Holder each of the documents required to give effect to Article 10. Subject to

due stamping, the directors shall authorise registration of the transfer(s), after which the validity of such transfer(s) shall not be questioned by any person. The Remaining Holder shall indemnify and keep indemnified the Board, the Company and any director on demand against all losses, liabilities and costs which it or he may incur as a result of acting as agent for the Remaining Holder or recognising a transfer of Instruments pursuant to documents executed, completed and delivered by an agent authorised under these articles.

For the purposes of paragraphs 10 to 12

"Instruments" means any shares issued by the Company and any other securities issued by the Company or Alliance Medical Midco Limited from time to time (including, but not limited to, any management shareholder loan notes and eurobonds issued by Alliance Medical Midco Limited)

Proceedings at general meetings

- 13** If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and at such time and place as the directors determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 14** A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.
- 15** On a show of hands or on a poll votes may be given either personally or by proxy.

Number of directors

- 16** Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

Alternate directors

- 17** A director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director appointed by him.
- 18** When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

Delegation of powers

- 19** The following sentence shall be inserted after the first sentence of regulation 72 of Table A:
- A committee of directors has the power, unless the directors direct otherwise, to appoint as a member of the committee for any specific purpose a person who is not a director of the Company.

Appointment and retirement of directors

- 20** The directors are not subject to retirement by rotation. The final two sentences of regulation 79 of Table A do not apply to the Company
- 21** The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director
- 22** A member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or by a person authorised by resolution of the directors or other governing body. The appointment or removal shall take effect when the notice is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company
- 23** There is no age limit for directors of the Company
- 24** A director is not required to hold any qualification shares in the Company

Disqualification and removal of directors

- 25** Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and (e)
- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director, or
 - (e) he is otherwise duly removed from office

Remuneration of directors

- 26** Regulation 82 of Table A shall be amended by the addition of the following
- The remuneration shall be divided amongst the directors in such proportions and manner as the directors unanimously determine or in default of a determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in the division in proportion to the fraction of the year or other period during which he held office. A director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors determine

Proceedings of directors

- 27** Regulation 88 of Table A shall be amended by adding to the sentence
- It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom
- the words

unless he has given to the Company an address outside the United Kingdom to which notices should be sent

- 28** If and so long as the minimum number of directors specified under these Articles is one
- (a) a sole director may exercise all the powers conferred on the directors by the Articles, and shall do so by written resolution under his hand, and
 - (b) regulations 88 to 90 of Table A shall not apply to the Company and article 23 of these Articles shall have no effect
- 29** A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting

Directors may have interests

- 30(A)** Subject to the Act and provided that he has disclosed to the Directors the nature of his interest, a Director notwithstanding his office may have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company including, but not limited to the following

30(A).1 he may be a party to, or otherwise interested in, any contract, transaction or arrangement with any Relevant Company (save that where he is interested in a contract, transaction or arrangement with the Company, he shall be required to declare the nature and extent of this interest as provided for by the Act),

30(A).2 he may be a director or other officer of, or employed by, or otherwise interested in, any Relevant Company,

30(A).3 he may hold an interest in and/or represent the interests of

30(A).3.1 a Member of the Company, and/or

30(A).3.2 an Associated Fund of the Member, and/or

30(A).3.3 a body corporate, trust, partnership or fund which Controls, is Controlled by or is under Common Control with the Member,

notwithstanding that those interests may conflict, from time to time, with the interests of the Company

30(A).4 he shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate, trust, partnership or fund, or for such remuneration (as referred to in paragraphs 30(A) 1 to 30(A) 3 above) and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, shall not be required

30(A).4.1 to disclose to the Company or to the Directors, or to any Director, officer or employee of the Company information which he receives otherwise than by virtue of his position as Director, in respect of which he owes a duty of confidentiality to a person other than the

Company, to the extent that disclosure of such confidential information would amount to a breach of confidence to that person ("**Confidential Information**"), or

30(A).4.2 to otherwise use or apply such Confidential Information for the purpose of or in connection with the performance of his duties as a Director, and

30(A).5 he shall be entitled to disclose to the Members (or other body corporate or Investment Fund) which directly or indirectly appointed him as Director such information concerning the business and affairs of the Company as he sees fit

30(B)

30(B).1 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation

30(B).1.1 absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered, and

30(B).1.2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

30(B).2 Subject to paragraph 30(B) 3, on any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof

30(B).3 If a question arises at any time as to the materiality of a Director's interest or as to his entitlement to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or, where applicable, extent of the interest of such Director has not been fairly disclosed

30(B).4 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment

For the purposes of this paragraph 30

"Associated Funds" means, in relation to an Investment Fund, other Investment Funds which have the same general partner, manager or adviser as such Investment Fund, or which have a general partner, manager or adviser which Controls, is Controlled by, is under Common Control with or has substantially similar shareholders as the general partner, manager or adviser of such Investment Fund,

"Control" means (either alone or acting in concert and directly or indirectly) being

- (i) the beneficial owner of more than 50 per cent of the issued share capital of or of the voting rights in a body corporate, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association (or equivalent), shareholders' agreement or any other document regulating the affairs of that body corporate,
- (ii) the beneficial owner of more than 50 per cent of the capital of a partnership, trust or fund, or being the general partner or manager of a partnership, trust or fund, or otherwise having the right to control the composition of or the votes to the majority of the management of that partnership, trust or fund by virtue of any powers conferred by the partnership, trust or fund agreement or any other document regulating the affairs of that partnership, trust or fund,
- (iii) his or its Connected Person, or
- (iv) otherwise able to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person, body corporate, trust, partnership or fund (either alone or acting in concert), and

"Controlled" and **"Controlling"** shall be construed accordingly and being under **"Common Control"** shall mean where persons, bodies corporate, trusts, partnerships or funds are each Controlled directly or indirectly by the same person, body corporate, trust partnership or fund (either alone or acting in concert),

"Investment Fund" means any person, company, trust, limited partnership or fund holding shares for investment purposes,

"Member" means a holder of shares in the Company, and

"Relevant Company" means

- (i) the Company,
- (ii) a subsidiary undertaking of the Company,
- (iii) any holding company of the Company or a subsidiary undertaking of any such holding company,
- (iv) any body corporate promoted by the Company,
- (v) any body corporate in which the Company is otherwise interested,
- (vi) any other body corporate in which
 - (a) a Member of the Company holds an interest, or
 - (b) an Associated Fund of a shareholder holds an interest, or

- (c) any body corporate, trust, partnership or fund which Controls, is Controlled by or is under Common Control with a Member, holds an interest, and
- (vii) any other body corporate or Investment Fund,

The seal

- 31** The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by any two directors

Notices

- 32** Any notice required by these Articles to be given by the Company may be given by any visible form on paper including telex, facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly

Indemnity

- 33** Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company

Names, and addresses of subscribers

Number of shares taken by each subscriber

Oliver Bernard Louis Hoyng
4 Seymour Place, Mile Path
GU22 0JX Woking
United Kingdom

1 x £1 00

Dated 29 October 2007

Witness to the above signature