

SC 309365

ARTICLES OF ASSOCIATION
of
HARVESTER HEALTHCARE LIMITED



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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

HARVESTER HEALTHCARE LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 In these articles:-

Act means the Companies Act 2006;

Directors means the directors of the Company from time to time (or any duly constituted committee of them) and **Director** means any director of the Company;

Majority Shareholder means the holder of a majority in number of the Shares;

Majority Shareholder Approval means the prior written approval of the Majority Shareholder;

Model Articles means the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Shares means shares in the capital of the Company from time to time and **Share** means any of them.

1.2 The singular includes the plural and vice versa and reference to any gender includes all genders.

1.3 Words and expressions defined in (whether directly or by reference) the Act or the Model Articles shall, save where otherwise defined in these articles, bear the same meanings herein.

1.4 For the purposes of article 3, **trust** includes any right in respect of any Shares other than an absolute right thereto in the registered holder thereof for the time being or, in the case of transmission of Shares, such other rights as are mentioned in the Model Articles.

2. MODIFICATIONS TO THE MODEL ARTICLES

2.1 The Model Articles, insofar as not excluded or varied by or inconsistent with these articles, shall apply to the Company and be deemed to be incorporated herein.

2.2 Articles 11(3), 13, 14(1) to 14(5) inclusive, 22(1), 23, 26(5), 49, 52 and 53 of the Model Articles shall not apply to the Company.

2.3 The following articles of the Model Articles shall be modified:-

2.3.1 Article 8(2) by the deletion of the words "copies of which have been signed by each eligible director" and the insertion of the words "where each eligible director has signed one or more copies of it" thereafter.

2.3.2 Article 8(3) by the addition of the words "(but excluding any director whose vote is not to be counted in respect of the particular matter)" at the end of that article.

2.3.3 Article 11(2) by the deletion of the words "but it must never be less than two" and the deletion of the word "two" where it appears at the end of that article and the substitution therefor of the word "one".

2.3.4 Article 27(3) by the insertion of the words "subject to article 5.3" after the word "But".

2.3.5 Article 28 by the addition of:-

- (a) "All the articles relating to the transfer of shares shall apply to that notice as if it was an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred." following the last sentence of article 28(1); and
- (b) the following sub article (4), "Any notification in accordance with article 28(1) or execution in accordance with article 28(2) must be notified or executed (as the case may be) within 15 Business Days of a transmittee becoming entitled to a share".

2.3.6 Article 29 by the insertion of the words "or the name of any person(s) named as the transferee in any instrument of transfer executed under article 28(2)" after the words "the transmittee's name".

2.4 One qualifying person present at a general meeting is a quorum and Article 38 of the Model Articles shall be interpreted accordingly.

3. TRUSTS

The Company shall be entitled (but shall not be bound) to recognise but shall be entitled to recognise, in such manner and to such extent as it may think fit, any trusts in respect of any Shares. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust, whether express, implied or constructive, in respect of any Shares and shall be entitled to recognise and give effect to the acts and deeds of the holders of such Shares as if they were the absolute owners thereof.

4. ISSUE OF SHARES

Pursuant to section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Shares made by the Company.

5. TRANSFER OF SHARES

The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any Share and the right to transfer Shares is restricted accordingly.

6. DIRECTORS

6.1 The minimum number of Directors shall be one. There shall be no maximum number of Directors.

6.2 Any person may be appointed as a Director and any Director may be removed from such office, at any time, by:-

6.2.1 the Majority Shareholder sending to (or leaving at) the registered office of the Company, a written notice effecting such appointment or removal (and such appointment or removal shall take effect from the date and time specified in such notice (which shall not be earlier than the date and time of the notice) or, if no date and time is specified, from the date and time of the notice); or

6.2.2 the Company in general meeting.

6.3 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person) who is willing to act and is permitted to do so, to be a Director

6.4 Provided he has declared the nature and extent of his interest in accordance with the Act, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in determining whether a quorum is present at the meeting at which such contract or arrangement is under consideration.

6.5 All or any of the Directors may participate in a meeting of the Directors by means of electronic communication

provided that, throughout the meeting, all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting (disregarding any accidental disconnection of the means of electronic communication during the meeting). A Director participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

- 6.6 If, at a meeting of the Directors, the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote provided always that this will not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

7. ALTERNATE DIRECTORS

- 7.1 Any Director other than an alternate may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:-

- 7.1.1 exercise his powers; and
- 7.1.2 carry out his responsibilities;

in relation to the taking of decisions by the Directors in his absence and may remove from office an alternate so appointed by him.

- 7.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointer in question or in any other manner approved by the Directors.

- 7.3 The notice must:

- 7.3.1 identify the proposed alternate; and
- 7.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

- 7.4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointer.

- 7.5 Except as the articles specify otherwise, each alternate director is:-

- 7.5.1 deemed for all purposes to be a Director;
- 7.5.2 liable for his own acts and omissions;
- 7.5.3 subject to the same restrictions as his appointer; and
- 7.5.4 not deemed to be an agent of or for his appointer;

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a member.

- 7.6 A person who is an alternate director but not a Director:-

- 7.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if his appointer is not participating);
- 7.6.2 may participate in a decision of the Directors (but only if his appointer is an eligible Director in relation to that decision but does not participate in it); and
- 7.6.3 shall not be counted as more than one Director for the purposes of articles 7.6.1 and 7.6.2.

- 7.7 A Director who is also an alternate director is entitled, in the absence of his appointer, to a separate vote on behalf of his appointer, in addition to his own vote on any decision of the Directors (provided that his appointer is an

eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

- 7.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointer but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of his appointer's remuneration as the appointer may direct by notice in writing to the Company.
- 7.9 An alternate director's appointment as an alternate terminates:
- 7.9.1 when his appointer revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 7.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to his appointer, would result in the termination of the appointer's appointment as a Director;
 - 7.9.3 on the death of his appointer; and/or
 - 7.9.4 when his appointer's appointment as a Director terminates.

8. SECRETARY

The Directors may, if they choose to do so, appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

9. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital (or any part thereof) and, subject to the Act, 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.

10. MAJORITY SHAREHOLDER APPROVAL

- 10.1 The following provisions shall apply and, to the extent of any inconsistency, shall have overriding effect as against all other provisions of these articles:-
- 10.1.1 no unissued securities or Shares shall be issued or agreed to be issued or put under option without Majority Shareholder Approval; and
 - 10.1.2 any or all powers of the Directors shall be restricted in such respects and to such extent as the Majority Shareholder may, by written notice to the Company from time to time, prescribe.
- 10.2 Any appointment, removal, consent or notice by/of the Majority Shareholder hereunder shall be in writing served on the Company (at its registered office) and signed by or on behalf of the Majority Shareholder.
- 10.3 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Majority Shareholder has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had, at the time, express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

11. INDEMNITY

- 11.1 Subject to article 11.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-
- 11.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment 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, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 11.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 11.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 11.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 11.3 In this article:-

- 11.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 11.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

12. INSURANCE

- 12.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 12.2 In this article:

- 12.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- 12.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 12.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.