

Company Number: 05070641

THE COMPANIES ACT 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

HEALTHCARE KNOWLEDGE INTERNATIONAL LIMITED

(THE "COMPANY")

WRITTEN RESOLUTION OF THE SHAREHOLDERS
OF THE COMPANY

23rd June

2009 (THE "CIRCULATION DATE")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the Directors of the Company propose that the following resolution be passed as a special resolution:

SPECIAL RESOLUTION

THAT the terms of the proposed contract, whereby the Company may become entitled and obliged to purchase the 1,080 C Ordinary Shares of £0.01 each held by Jackie Rayner in the capital of the Company (the "Shares"), a copy of which is attached to this resolution, be and are hereby approved, and any director of the Company be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

Please read the notes at the end of this document before signing it.

The undersigned, being members entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the resolution indicated above.

Further, those Investors (as defined in the Company's articles) and holders of B Ordinary Shares (as defined in the Company's articles) signing this resolution hereby consent, for the purposes of article 9.3(a) of the Company's articles, to the Board nominating the Company to acquire the Shares.

For and on behalf of
Inflexion General Partner Limited as general
partner of Inflexion Scottish Limited
Partnership (as general partner of Inflexion
Fund 2 Limited Partnership)

Graham Harries

Philip James

For and on behalf of
Inflexion General Partner Limited as general
partner of Participation Scottish Limited
Partnership (as general partner of CHKS Co-
Invest Limited Partnership)

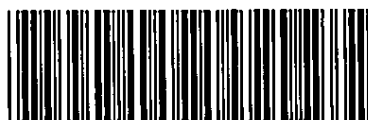
Andrew Pemberton

Mercè Casas Galofré

Elisabeth Guasch Guillem

Antonio Arias Enrich

TUESDAY



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30/06/2009

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COMPANIES HOUSE

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DATED 23rd June 2009

JACKIE RAYNER

and

HEALTHCARE KNOWLEDGE INTERNATIONAL LIMITED

AGREEMENT
relating to
the sale and purchase of 1,080 C Ordinary Shares in the capital
of Healthcare Knowledge International Limited

CONFIDENTIAL

THIS AGREEMENT is made on **23rd June** 2009

BETWEEN

- (1) **JACKIE RAYNER** of Kinsale, Gloucester Road, Tutshill, Chepstow, NP16 7D (the "**Vendor**"); and
- (2) **HEALTHCARE KNOWLEDGE INTERNATIONAL LIMITED** (registered no. 05070641) whose registered office is at 5 Fleet Place, London, EC4M 7RD (the "**Company**").

IT IS AGREED as follows:

1 DEFINITIONS

In this Agreement unless the context otherwise requires:

"Agreement"

means this agreement and all recitals in this agreement;

"Completion"

means completion of the sale and purchase of the Shares as contemplated in clause 4 of this Agreement;

"Encumbrance"

includes any interest of any person including, without prejudice to the generality of the foregoing, any fixed security, debenture, mortgage, charge, assignation, pledge, deposit by way of security, bill of sale, lease, hire-purchase, credit-sale and other agreements for payment on deferred terms, right to acquire, option, lien or right of pre-emption, security interest, title retention or other right of retention or any other security agreement or arrangement whatsoever;

"Group"

means any parent company or subsidiary of the Company or any other subsidiary of any such parent company from time to time;

"Shares"

means the 1,080 C Ordinary Shares of £0.01 each held by the Vendor in the Company.

2 AGREEMENT FOR SALE

2.1 Sale and Purchase

Subject to the terms and conditions of this Agreement, the Vendor shall sell, free from all Encumbrances and the Company shall purchase as at Completion, the Shares.

2.2 Waiver of rights

The Vendor hereby waives or agrees to procure the waiver of any pre-emption rights which may exist in relation to the Shares pursuant to the articles of association of the Company or otherwise.

3 PURCHASE CONSIDERATION

3.1 Consideration

The consideration for the sale by the Vendor of the Shares shall be the sum of £10.80, to be satisfied in cash.

3.2 Payment out of distributable profits

The Consideration shall be payable out of the "distributable profits" of the Company (within the meaning of Section 181(a) of the Companies Act 1985 (as amended)).

4 COMPLETION

4.1 Date and place

Completion shall take place at the registered office of the Company immediately upon execution of this Agreement.

4.2 Vendor's obligations

At Completion the Vendor shall deliver to the Company:

4.2.1 the relative share certificates (or an indemnity in a form reasonably satisfactory to the Company in respect of any share certificate which is lost or destroyed); and

4.2.2 such waivers or consents as the Company may require.

4.3 Company's obligations

Upon compliance with all the provisions of clause 4.2, the Company shall pay or cause to be paid to the Vendor the consideration referred to in clause 3, which payment shall be a full discharge of the Company's obligation to pay such amount.

5 FORM 169

As soon as reasonably practical following Completion, and in any event within 28 days, the Company shall submit Companies Form 169 to the Registrar of Companies and shall alter its register of members to show that:

5.1 the Vendor has sold the Shares to the Company; and

5.2 the Shares have been cancelled in accordance with Sections 160(4) and 162(2) of the Companies Act 1985.

6 WARRANTIES

The Vendor warrants and represents to the Company that:

6.1 the Vendor is entitled to sell and transfer to the Company the full legal and beneficial ownership of the Shares without the consent of any third party;

6.2 the Shares are sold free of all Encumbrances and there are no agreements, arrangements or obligations on the Vendor to create any Encumbrance over the Shares;

6.3 no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the transfer of all or any of the Shares; and

6.4 the Shares are fully paid up.

7 WAIVER

The Vendor hereby unconditionally and irrevocably waives any and all claims of whatsoever nature and effect against the Company and any other company within the Group and confirms that no sum is due to the Vendor from the Company or any other company within the Group and there is not outstanding any agreement or arrangement under which the Company or any other company within the Group has or could have any obligation to the Vendor in respect of the Shares or otherwise.

8 **FURTHER ASSURANCE**

The Vendor shall take all necessary steps and co-operate fully with the Company to ensure that it obtains the full benefit of the Shares and shall execute such documents and take such other steps (or procure other necessary parties to take such steps) as are necessary or appropriate for vesting in the Company all its rights and interests in the Shares and the full benefit of this Agreement.

9 **COUNTERPARTS**

This Agreement may be signed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each party has signed at least one counterpart.

10 **ENTIRE AGREEMENT**

This Agreement (together with the documents referred to herein):

- 10.1 shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement; and
- 10.2 supersedes and extinguishes any prior drafts, agreements and undertakings between the parties relating to such subject matter except to the extent repeated in this Agreement.

11 **GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law, and the parties irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute (a) arising from or in connection with this Agreement or (b) relating to any non-contractual obligations arising from or in connection with this Agreement

IN WITNESS whereof this Agreement has been duly entered into on the date first above written

Signed by **JACKIE RAYNER**

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Signed for and on behalf of **HEALTHCARE**)
KNOWLEDGE INTERNATIONAL LIMITED)

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