

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

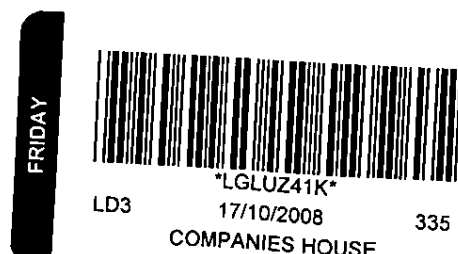
MEMORANDUM OF ASSOCIATION

- of -

PRIMARY EYECARE (SOMERSET) LIMITED

(As adopted by Special Resolution passed 16 October 2008)

- 1 The name of the Company (hereinafter called "the Company") is "Primary Eyecare (Somerset) Limited".
- 2 The registered office of the Company will be situated in England and Wales
- 3 The objects for which the Company is established are
  - (a) To negotiate and enter into contracts with Primary Care Trusts which have recognised Somerset Local Optical Committee under section 125(1) of the National Health Service Act 2006 ("the 2006 Act") for the provision of primary care optical services on behalf of optometrists, dispensing opticians and optical practices who or which are either local contractors (as described in section 125(2) of the 2006 Act) or local performers (as described in section 125(3) of the 2006 Act)
  - (b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company
  - (c) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects
  - (d) To borrow or raise or secure the payment of money for the purposes of the Company on such terms and on such security as may be thought fit.
  - (e) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit
  - (f) To accept donations and gifts in furtherance of any objects of the Company and to undertake and execute any trusts which may lawfully be undertaken by the Company and may be considered conducive to its objects.



- (g) To establish and support or aid in the establishment and support of any funds, trusts, pension schemes or other schemes calculated to benefit employees or ex-employees of the Company or of any association received into union with the Company or the dependants or connections of any such employees or ex-employees and to pay pensions, annuities or gratuities to any such persons.
  - (h) To do all or any of the things or matters set out in this clause 3 in any part of the world, in any capacity whatever, alone or in conjunction with others, including (without limiting the generality of the foregoing) through membership of, the holding of shares or any other security or interest in any body, corporate or unincorporate, partnership or entity, having objects which include any objects of the Company whether as proprietor, investor, donor, lender, guarantor, surety or otherwise and to give donations, loans, credit, guarantees or indemnities, with or without security, to or in respect of any such body, partnership or entity, or to any other person in connection therewith.
  - (i) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding a fair commercial rate on money lent or reasonable and proper rent for premises demised or let by any Member to the Company.

5 The liability of the Members is limited

- 6 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £10.
7. If upon winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object

THE COMPANIES ACTS 1985 to 2006

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ARTICLES OF ASSOCIATION

- of -

PRIMARY EYECARE (SOMERSET) LIMITED

(As adopted by Special Resolution passed 16 October 2008)

PRELIMINARY

- 1 Regulations 2 to 35 inclusive, 54, 55, 57, 59, 102 to 108 inclusive, 110, 114, 116 and 117 in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) ("Table A") shall not apply to the Company but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the Company.

INTERPRETATION

- 2 In regulation 1 of Table A, the definition of "the holder" shall be omitted

MEMBERS

- 3 The subscriber to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with the articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the existing members. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him
4. A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

NOTICE OF GENERAL MEETINGS

5. In regulation 38 of Table A.
  - (a) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" and

- (b) the words "The notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence

#### PROCEEDINGS AT GENERAL MEETINGS

- 6 The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from regulation 44 of Table A.
- 7 Paragraph (d) of regulation 46 of Table A shall be omitted.

#### VOTES OF MEMBERS

- 8 On a show of hands every member present in person or by proxy shall have one vote On a poll every member present in person or by proxy shall have one vote.

#### APPOINTMENT OF DIRECTORS

- 9 Regulations 76 to 79 (inclusive) in Table A shall not apply to the Company
- 10 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 11 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles of association of the company as the maximum number of directors

#### DIRECTORS' EXPENSES

- 12 The words "of any class of shares or" shall be omitted from regulation 83 of Table A

#### PROCEEDINGS OF DIRECTORS

- 13 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- 14 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.
- 15 Notice of any meeting of the directors may be given by telephone. Meetings of the directors or of any committee of the directors may be held by conference telephones or similar communications equipment, so long as the participants constitute a quorum and all the participants can hear each other. Such a meeting shall be as valid as if the participants had

met in person and shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman is situated.

- 16 In the case of an equality of votes, the Chairman shall not have a second or casting vote and Regulation 88 in Table A shall be modified accordingly

#### MINUTES

- 17 The words “of the holders of any class of shares in the company” shall be omitted from regulation 100 of Table A

#### NOTICES

- 18 The second sentence of regulation 112 of Table A shall be omitted
- 19 The words “or of the holders of any class of shares in the company” shall be omitted from regulation 113 of Table A