



VERHANDELT

ZU FRANKFURT AM MAIN

AM 5. JULI 2012

VOR MIR, DEM UNTERZEICHNETEN NOTAR
DR. UWE SÄUBERLICH
MIT DEM AMTSSITZ IN FRANKFURT AM MAIN

ERSCHIEN HEUTE:

Herr Dr. Michael **NIECHZIAL**,
geb. am 29. Mai 1960,
wohnhaft: Camp-King-Allee 13,
61440 Oberursel

Der Erschienene wies sich zur Person aus durch Vorlage seines Lichtbildausweises.

Der Notar fragt nach einer Vorbefassung i.S. von § 3 Abs. 1 Nr. 7 BeurkG, d.h., keiner der an dieser Urkunde Beteiligten wurde in einer Angelegenheit, die Gegenstand dieser Beurkundung ist von einem dieser Sozietät angehörigen Rechtsanwalt oder Notar vertreten. Sie wurde von dem/~~der~~ Beteiligten verneint.

Der Notar wies darauf hin, dass die Daten des Erschienenen im zur Vertragsdurchführung erforderlichen Umfang erhoben, gespeichert, verarbeitet und, sofern notwendig, an Dritte übermittelt werden. Der Erschienene erklärte hierzu sein Einverständnis.

Der Erschienene erklärt ferner sein Einverständnis damit, dass der Notar Kopien des vorgelegten Ausweispapieres in seinen Handakten aufbewahrt.

Nachdem der Erschienene erklärt hatte, eine Gesellschaft mit beschränkter Haftung gründen zu wollen, wies der Notar den Beteiligte darauf hin, dass die beschränkte Haftung erst mit der Eintragung im Register eintritt und dass bis zu diesem Zeitpunkt eine Haftung aus § 11 Abs.2 GmbH-Gesetz besteht.

Der Beteiligte schloss daraufhin den in der **Anlage** beiliegenden Gesellschaftsvertrag.

Der Beteiligte bevollmächtigt unter Befreiung von den Beschränkungen des § 181 BGB und jede einzelzeichnungsberechtigt die Notariatsmitarbeiterinnen Claudia Brose, Stefanie Moosmann, Christiane Seliger und Gabriela Thomas, geschäftsansässig am Sitz des amtierenden Notars, ihn in den Gesellschafterversammlungen der Firma

**management4health GmbH
mit Sitz in Oberursel (Taunus)**

zur Beschlussfassung über die Änderung und/oder Ergänzung von Satzungsbestimmungen zu vertreten sowie alle sodann erforderlich werdenden Handelsregisteranmeldungen - soweit gesetzlich zulässig - für ihn/ sie vorzunehmen. Diese Vollmacht erlischt mit Eintragung der Gesellschaft in das Handelsregister. Der Erschienene ermächtigt den amtierenden Notar, ihn uneingeschränkt bei der Durchführung und dem Vollzug dieser Urkunde zu vertreten, insbesondere für ihn alle verfahrensrechtlichen Erklärungen gegenüber dem Registergericht abzugeben, die in formeller und materieller Hinsicht zweckmäßig erscheinen, auch mittels sogenannter notarieller Eigenurkunden. Der Notar darf Anträge getrennt und/oder eingeschränkt stellen und Anträge, auch teilweise, zurücknehmen.

Sodann tritt der/ Erschienene unter Verzicht auf Fristen und Formen der Ladung zu einer

GESELLSCHAFTERVERSAMMLUNG

zusammen und beschließt was folgt:

Zum ersten Geschäftsführer der Gesellschaft wird berufen:
Herr Dr. Michael **NIECHZIAL**, geb. am 29. Mai 1960,
wohnhaft Camp-King-Allee 13, 61440 Oberursel

Der Geschäftsführer vertritt die Gesellschaft stets alleine, auch wenn weitere
Geschäftsführer oder Prokuristen bestellt werden. Der Geschäftsführer ist von
den Beschränkungen des § 181 BGB befreit.

Vorstehende Niederschrift nebst Anlage wurde dem Erschienenen von dem Notar vorgelesen, von ihm genehmigt und von ihm und dem Notar wie folgt eigenhändig unterschrieben:

Quack

W. Notar



GESELLSCHAFTSVERTRAG

§ 1 Firma und Sitz

1. Die Firma der Gesellschaft lautet
management4health GmbH.
2. Sitz der Gesellschaft ist Oberursel

§ 2 Gegenstand der Gesellschaft

1. Gegenstand des Unternehmens ist

Beratung und andere Dienstleistungen für nationale und internationale Projekte und Programme im Gesundheitssektor.
2. Ferner ist Gegenstand des Unternehmens der Erwerb, der Verkauf und die Verwaltung von Beteiligungen und Unternehmen, vor allem solchen Beteiligungen und Unternehmen die dem vorgenannten Unternehmensgegenstand dienen.
3. Die Gesellschaft kann Geschäfte jeder Art tätigen, die dem Gesellschaftszweck unmittelbar oder mittelbar dienen. Sie kann auch Unternehmen gleicher oder ähnlicher Art erwerben, pachten oder vertreten oder sich an solchen Unternehmen beteiligen. Sie kann Niederlassungen im In- und Ausland begründen.

ARTICLES OF ASSOCIATION

§ 1 Name, Registered Seat

1. The name of the company is
management4health GmbH
2. The registered seat of the Company is Oberursel.

§ 2 Purpose of the Company

1. Purpose of the Company is

Consulting and other services for national and international projects and programs in the health sector.
2. Furthermore another purpose of the Company is the purchase, sale and administration of companies and/or shares of companies especially of those participations and companies which are active in the same field.
3. The Company can undertake transactions of any kind which would serve the purpose of the Company - directly or indirectly. It may also acquire, lease, or act on behalf of companies of a similar or comparable kind or participate in such companies. It may open branch offices inside and outside the country.

§ 3
Stammkapital, Geschäftsanteile

1. Das Stammkapital der Gesellschaft beträgt EUR: 25.000 (in Worten: Euro fünfundzwanzigtausend).
2. Auf dieses Stammkapital übernimmt der Gesellschafter Dr. Michael Niechzial, Oberursel (Taunus) den Geschäftsanteil Nr. 1 in Höhe von EUR 25.000,00

§ 4
Geschäftsführung

1. Die Gesellschaft hat einen oder mehrere Geschäftsführer. Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer gemeinsam oder durch einen Geschäftsführer zusammen mit einem Prokuristen vertreten. Die Gesellschafterversammlung kann auch bei mehreren Geschäftsführern einzelnen, oder allen Einzelvertretungsbefugnis erteilen. Die Gesellschafterversammlung kann Geschäftsführer von den Beschränkungen des § 181 BGB befreien. Ist nur ein Geschäftsführer bestellt, so ist die Vertretungsbefugnis des Geschäftsführers im Innenverhältnis in der Weise beschränkt, dass er die Gesellschaft nur gemeinsam mit einem Prokuristen vertreten kann.

§ 5
Zustimmungspflichtige Geschäfte

1. Die Geschäftsführer üben ihr Amt in

§ 3
Share Capital, Shares

1. The share capital of the Company amounts to EUR 25,000 (in words: Euro twentyfivethousand).
2. On the share capital the shareholder Dr. Michael Niechzial, Oberursel (Taunus), subscribes to the share No 1 in an amount of EUR 25,000.00.

§ 4
Management

1. The Company shall be represented by one or several managing directors. If only one managing director is appointed, he shall represent the Company alone. If more than one managing director is appointed, the Company shall be represented jointly by any two managing directors or by one managing director together with an authorized officer ("*Prokurist*"). The shareholders' meeting may, even if several managing directors are appointed, authorize one or all managing directors to represent the Company individually. The shareholders' meeting may release the managing directors from the restrictions of Sec. 181 BGB (German Civil Code). In case only one managing director is appointed the power of the managing director to represent the Company shall be internally limited to the extent that he is only entitled to represent the Company jointly with a Prokurist.

§ 5
Restriction of management

1. The Managing Directors shall in

Übereinstimmung mit dem Gesetz, diesem Gesellschaftsvertrag, einer von den Gesellschaftern gegebenenfalls zu beschließenden Geschäftsordnung und den Beschlüssen und Weisungen der Gesellschafterversammlung aus.

2. Die Geschäftsführer bedürfen für Rechtsgeschäfte und Maßnahmen, die über den gewöhnlichen Geschäftsbetrieb hinausgehen der vorherigen Genehmigung der Gesellschafterversammlung. Dies gilt insbesondere für die nachfolgenden Maßnahmen und Rechtsgeschäfte:

a) Erwerb, Eröffnung, Schließung, Verlegung oder Veräußerung von Betriebsstätten, die Errichtung oder Aufgabe von Zweigniederlassungen und die Aufnahme eines neuen oder die Aufgabe eines bestehenden Geschäftszweiges der Gesellschaft;

b) Jede Form der Eingehung, Änderung oder Beendigung einer Beteiligung an anderen Gesellschaften sowie die Ausübung von Gesellschafterrechten in solchen Tochtergesellschaften;

c) Erwerb, die Veräußerung oder Belastung von Grundstücken und grundstücksgleichen Rechten; der Erwerb einschließlich des Mietkaufs, die Veräußerung sowie die Verfügung in sonstiger Weise von bzw. über Wirtschaftsgüter des beweglichen Anlagevermögens, soweit der Wert im Einzelfall oder innerhalb eines Geschäftsjahres insgesamt EUR 10.000 übersteigt oder daraus eine Verpflichtung der Gesellschaft in gleicher Höhe entsteht;

d) Abschluß, Änderung oder Beendigung von Leasing-, Miet- und Pachtverträgen sowie sonstiger Dauerschuldverhältnisse, mit denen

exercising their office complying with the law, this articles of association, any rules of procedure adopted by the shareholders, and the resolutions and directions of the shareholders meeting.

2. The Managing Directors need the prior approval of the shareholders meeting for legal transactions and measures which are not in the ordinary course of business. This applies in particular without limitation to the following measures and legal transactions:

a) the acquisition, opening, closing, relocation and sale of business sites, the setting up or abandonment of branch offices and the starting of a business line or giving up an existing business line of the company,

b) Any kind of entering into, amending or ending of a participation in other companies as well as the exercise of shareholder rights in such subsidiaries;

c) the acquisition, sale or encumbering of real estate and real estate like rights; the acquisition including the hire-purchase, the sale and disposal otherwise of or over tangible assets insofar that the value in the individual case or within a business year as an aggregate exceeds EUR 10,000 or the Company has as a result an obligation to the same extent.

d) the conclusion, amendment or termination of leasing, rental and tenancy agreements as well as any kind of other long term obligations,

eine Gesamtverpflichtung von mehr als EUR 50.000 pro Geschäftsjahr verbunden ist; der Abschluß, die Beendigung oder Änderung von für den Geschäftsbetrieb der Gesellschaft wesentlichen Verträgen;

e) Aufnahme, Änderung und Beendigung von Krediten oder die Eingehung einer Verschuldung in sonstiger Weise, einschließlich Übernahme von Bürgschaften oder Garantien, sofern die Kreditaufnahme oder Verschuldung den Betrag des Stammkapitals übersteigt; die Änderung von solchen Kreditverträgen (mit Ausnahme von unwesentlichen Änderungen von Kreditzinsen); die Gewährung von Krediten, einschließlich der Gewährung von Arbeitnehmerdarlehen;

f) Rechtsgeschäfte zwischen der Gesellschaft und ihren Geschäftsführern oder deren Angehörigen sowie zwischen der Gesellschaft und deren Gesellschaftern;

g) Erteilung und Entgegennahme von Aufträgen außerhalb des gewöhnlichen Geschäftsbetriebes;

h) Erhebung von Klagen vor ordentlichen Gerichten oder Schiedsgerichten oder das Eintreten in Vergleichsverhandlungen mit einem Gegenstandswert von mehr als EUR 10.000 mit Ausnahme von Forderungseintreibungen im gewöhnlichen Geschäftsbetrieb;

i) Alle sonstigen Maßnahmen, die die Gesellschafter durch Gesellschafterbeschluss für zustimmungspflichtig erklärt haben.

associated with an aggregate liability of more than EUR 50,000 per business year; the conclusion, termination or changing of agreements material for the business operations of the company;

e) the taking, amending or cancellation of loans or other liabilities, including the assumption of suretyships or guarantees, to the extent that such loans or liabilities exceed the amount of the share capital; the alteration of such loan agreements (with the exception of immaterial changes in interest rates); the granting of loans, including the granting of employee loans;

f) legal transactions between the Company and its managing directors or their relatives as well as between the Company and its shareholders;

g) the giving and acceptance of mandates outside the normal course of business;

h) the commencement of proceedings before a court of law or the arbitration courts or the start of composition proceedings for matter in excess of EUR 10,000 with the exception of debt collections in the normal course of business;

i) all other measures, which the shareholders had declared through a shareholders resolution as requiring consent.

§ 6
Gesellschafterversammlung

1. Die ordentliche Gesellschafterversammlung findet in den ersten 6 Monaten des Geschäftsjahres am Sitz der Gesellschaft statt. Wenn sämtliche Gesellschafter zustimmen, kann die Gesellschafterversammlung an jedem anderen Ort statt finden.
2. Eine außerordentliche Gesellschafterversammlung ist von der Geschäftsführung, entweder wenn es das Interesse der Gesellschaft erfordert oder wenn ein oder mehrere Gesellschafter dies verlangen, die mit mindestens 10 % des Stammkapitals an der Gesellschaft beteiligt sind, innerhalb von 2 Wochen einzuberufen.
3. Die Gesellschafterversammlung ist von der Geschäftsführung unter Angabe der Tagesordnung mit eingeschriebenem Brief mit einer Ladungsfrist von 2 Wochen, beginnend mit dem Tag der Zustellung der Ladung, einzuberufen. Kommt die Geschäftsführung einem Verlangen gemäß Absatz 2 nicht binnen von 2 Wochen nach, so ist der entsprechende Gesellschafter befugt, selbst eine Gesellschafterversammlung einzuberufen.
4. Die Gesellschafterversammlung ist beschlussfähig, wenn mindestens 2/3 des Stammkapitals der Gesellschaft vertreten ist. Ist eine Gesellschafterversammlung nicht beschlussfähig, so ist umgehend zu einer neuen Gesellschafterversammlung mit einer Ladungsfrist von 2 Wochen einzuladen, die ohne Rücksicht auf die Höhe des vertretenen Stammkapitals beschlussfähig ist, wenn hierauf in der Ladung hingewiesen wurde.

§ 6
Shareholders' Meeting

1. The ordinary shareholders' meeting shall be held within the first 6 months of the business year at the business seat of the company. The shareholders meeting may be held at any other place if all shareholders agree.
2. An extraordinary shareholders meeting shall be called by the Management within a period of 2 weeks, if it is either in the interests of the Company or demanded by one or several shareholders who hold at least 10 % of the share capital of the Company.
3. A shareholders meeting shall be called in by the Management by registered mail with a notice period of 2 weeks from receipt. The notice shall set forth the agenda of the meeting. If the Management does not call such a meeting upon a demand in accordance with sub-sec. 2 above within 2 weeks, the respective shareholder shall be authorized to call for such a shareholders meeting himself.
4. The shareholders meeting has a quorum if at least 2/3 of the share capital is represented. If the shareholders meeting does not have a quorum, a new shareholders meeting shall be called without undue delay with a notice period of 2 weeks, which will have a quorum regardless of the share capital representation provided this was indicated in the notice of meeting.

5. Jeder Gesellschafter kann sich in der Gesellschafterversammlung durch einen mit schriftlicher Vollmacht versehenen anderen Gesellschafter oder einen zur Berufsschwiegenheit verpflichteten Dritten vertreten lassen.
6. Den Vorsitz in der Gesellschafterversammlung führt eine von der Gesellschafterversammlung gewählte Person, über die Verhandlung ist ein Protokoll zu führen.

§ 7 Beschlussfassung

1. Die Beschlussfassung erfolgt in Gesellschafterversammlungen. Die Gesellschafterbeschlüsse können auch, wenn alle Gesellschafter damit einverstanden sind, im Umlaufverfahren schriftlich, per Fernschreiber oder per Telefax gefasst werden, sofern ein solches Verfahren gesetzlich zulässig ist.
2. Gesellschafterbeschlüsse werden mit einfacher Mehrheit gefasst, soweit nicht Gesetz oder Gesellschaftsvertrag eine abweichende Mehrheit vorsehen. Je € 50,00 eines Geschäftsanteils gewähren eine Stimme.

§ 8 Geschäftsjahr

Das Geschäftsjahr ist das Kalenderjahr.

5. Each shareholder may be represented at the shareholders meeting by an other shareholder vested with a written power of attorney or a person subject to a duty of professional confidentiality.
6. A person elected by the shareholders' meeting presides the shareholders meeting. The meeting has to be recorded in a protocol.

§ 7 Resolutions

1. Resolutions shall be passed at shareholders meetings. If all shareholders agree, resolutions may also passed in a circulation process, in writing, by telex or by fax to the extent that such a procedure is permitted by law.
2. Shareholders resolutions require a simple majority of the votes provided these Articles of Association or the law does not require a different majority. Each € 50.00 of share capital is entitled to one vote.

§ 8 Business year

The fiscal year is the calendar year.

§ 9
**Jahresabschluss,
Gewinnverwendung**

1. Die Geschäftsführer haben gemäß den gesetzlichen Bestimmungen den Jahresabschluss samt Anhang sowie einen Lagebericht in den ersten 3 Monaten des darauf folgenden Geschäftsjahres zu erstellen und den Gesellschaftern unverzüglich zur Beschlussfassung und einem gegebenenfalls bestellten Beirat zur Kenntnisnahme vorzulegen.
2. Die Gesellschafter stellen den Jahresabschluss fest und beschließen die Verwendung des Ergebnisses gemäß den gesetzlichen Bestimmungen.

§ 10
Dauer und Beendigung

1. Die Gesellschaft ist auf unbestimmte Zeit errichtet.
2. Die Gesellschaft kann mit einer Frist von 12 Monaten zum Jahresende durch eingeschriebenen Brief gekündigt werden. Zur Fristwahrung ist die Absendung ausreichend.
3. Im Falle der Kündigung der Gesellschaft gemäß Absatz 1 können die verbleibenden Gesellschafter die Fortsetzung der Gesellschaft beschließen. Die verbleibenden Gesellschafter sind in diesem Fall verpflichtet, den Geschäftsanteil des ausscheidenden Gesellschafters gegen Zahlung einer Abfindung im Verhältnis ihrer Beteiligung zu erwerben. Ist eine entsprechende Teilung des Geschäftsanteils nicht möglich, so ist der Geschäftsanteil ungeteilt auf die verbleibenden

§ 9
Annual Accounts, Profit Distribution

1. The Managing Directors shall pursuant to the statutory provisions prepare within the first 3 months of the following business year the annual accounts, including supplements and the management report, and submit them without undue delay to the shareholders for approval and to an advisory board for information if existing.
2. The shareholders shall approve the annual accounts and resolve on the distribution of the profit according to the respective law.

§ 10
Duration and Termination

1. The Company is incorporated for an indefinite term.
2. The Company may be terminated by giving a notice, by registered mail, of 12 months to the year end. The date of dispatch shall be sufficient for computing the notice period.
3. In the event of a termination of the Company pursuant to sub-sec. 1, the remaining shareholders may resolve to continue the company. In this event the remaining shareholders are obliged to acquire the share of the outgoing shareholder in the proportion of their participation against a compensation payment. If it is not possible to divide the share respectively it shall be transferred undivided to the remaining shareholders as jointly entitled persons pursuant to Sec. 18 Limited Liability Companies Act. The outgoing

Gesellschafter als Mitberechtigte gemäß § 18 GmbHG zu übertragen. Der kündigende Gesellschafter trägt die Kosten der Übertragung.

shareholder shall bear the costs of the transfer.

4. Für die Berechnung der Abfindung gilt das Folgende:

4. The compensation payment is calculated as follows:

Die Abfindung entspricht dem Verkehrswert des Geschäftsanteils, der nach der Ertragswertmethode auf den Tag des Ausscheidens zu ermitteln ist. Kommt in Bewertungsfragen keine Einigung zustande, so soll sich die Bewertung möglichst an den Richtlinien des Instituts der Wirtschaftsprüfer in Deutschland e. V. (IDW) in Düsseldorf am Tag des Ausscheidens orientieren.

The compensation payment corresponds to the current market value of the share, which is to be determined according to the method of capitalized earnings value on the day of the withdrawal. If no agreement is reached, the assessment shall be geared to the guidelines of the „Institut der Wirtschaftsprüfer in Deutschland e. V.“ (IDW, Institute of auditors in Germany) in Düsseldorf on the day of withdrawal.

§ 11

Einziehung von Geschäftsanteilen

§ 11

Cancellation of Shares

1. Geschäftsanteile können durch Beschluss der Gesellschafterversammlung mit $\frac{3}{4}$ Mehrheit der stimmberechtigten Stimmen ganz oder teilweise eingezogen werden, ohne dass es der Zustimmung des Gesellschafters, dessen Geschäftsanteil eingezogen oder übertragen werden soll (nachfolgend: "betroffener Gesellschafter") bedarf. Der betroffene Gesellschafter hat kein Stimmrecht.

1. Shares may be canceled in full or in part, by a resolution with a $\frac{3}{4}$ majority at the shareholders meeting, without requiring the consent of the shareholder whose shares are to be canceled or transferred (hereinafter: "Affected Shareholder"). In this regard the Affected Shareholder has no voting right.

2. Die Einziehung gemäß Absatz 1 kann nur beschlossen werden,

2. The cancellation pursuant to sub-sec. 1 may only be resolved

- a) wenn über das Vermögen eines Gesellschafters ein Insolvenzverfahren eröffnet oder mangels Masse abgelehnt wird.

- a) if insolvency proceedings have commenced over the property of a shareholder or such proceedings have been rejected for insufficiency of assets.

- b) wenn in den Geschäftsanteil eines Gesellschafters die Zwangsvoll-

- b) if the share of a shareholder is subject to any enforcement proceedings and

streckung betrieben wird und diese nicht binnen 4 Wochen abgewendet wird.

these proceedings are not withdrawn within 4 weeks.

c) im Falle des Todes eines Gesellschafters (§ 12);

c) on the death of a shareholder (sub-sec. 12)

d) im Falle des Vorliegens eines sonstigen wichtigen Grundes, insbesondere, aber nicht hierauf beschränkt, wenn

d) for any other important cause, in particular but not limited to, if

- ein Gesellschafter nachhaltig gegen Bestimmungen des Gesellschaftsvertrages verstößt;

- a shareholder persistently violates the provisions of this Articles of Association;

- ein Gesellschafter nachhaltig die Interessen der Gesellschaft verletzt;

- a shareholder persistently violates the interests of the company;

3. Im Falle der Einziehung oder der Übertragung gemäß Absatz 4 erhält der Gesellschafter eine Abfindung.

3. In case of a cancellation or a transfer pursuant to sub-sec. 4 the shareholder shall receive a compensation payment.

Die Abfindung richtet sich nach den Vorschriften über die Abfindung eines Gesellschafters im Falle seines Ausscheidens (§ 10 Abs. 4).

The compensation is fixed according to the provisions upon the leaving of a shareholder (§ 10 sub-sec. 4).

4. Die Gesellschafter können in dem Beschluss gemäß Absatz 1 verlangen, dass statt der Einziehung der Geschäftsanteil an die Gesellschaft, einen oder mehrere Gesellschafter oder Dritte zu übertragen ist. In diesem Falle sind der oder die Empfänger des Geschäftsanteils zur Zahlung der Abfindung nach Maßgabe des § 10 verpflichtet und haben die Kosten für die Übertragung des Geschäftsanteils zu tragen.

4. The shareholders may in the resolution under sub-sec. 1 demand that the shares instead of being canceled should be transferred to the Company or to one or several shareholders or to a third party. In this case, the recipient of such shares is obliged to pay the settlement in accordance with § 10 and shall bear the costs of transferring the shares.

§ 12
Veröffentlichungen

Die Veröffentlichungen der Gesellschaft erfolgen nur im elektronischen Bundesanzeiger.

§ 12
Announcements

Announcements of the Company shall be only made in the electronic Bundesanzeiger (Federal Gazette).

§ 13
Gründungskosten

Die Gesellschaft trägt Kosten der Gründung (insbesondere Notar- und Gerichtskosten und Kosten der Veröffentlichung) bis zu einer Höhe von 2.500,00 EUR.

§ 13
Founding Costs

The company shall bear the costs of the formation (in particular the notary and court costs as well as costs of publication) up to 2,500.00 EUR.

§ 14
Schlussbestimmungen

Falls einzelne Bestimmungen dieses Vertrages unwirksam sein sollten oder dieser Vertrag Lücken enthält, wird dadurch die Wirksamkeit der übrigen Bestimmungen nicht berührt. Die unwirksame Bestimmung ist durch Gesellschafterbeschluss durch eine wirksame Bestimmung zu ersetzen, die dem mit der unwirksamen Bestimmung beabsichtigten wirtschaftlichen Zweck möglichst nahe kommt. Entsprechendes gilt, wenn dieser Vertrag Lücken enthalten sollte.

§ 14
Final Provisions

If individual provisions of these Articles are invalid or if this Articles of Association contains any gaps, the validity of the other provisions shall not be affected thereby. The invalid provision shall be replaced by the shareholders resolution with a valid provision which reflects the intended economic purpose of the invalid provision as far as possible. The same shall apply accordingly if this Articles of Association contains any gaps.



V E R H A N D E L

TO FRANKFURT AM MAIN

JULY 5, 2012

BEFORE ME, THE UNDERSIGNED NOTARY
DR. UWE SÄUBERLICH
WITH THE HEAD OFFICE IN FRANKFURT AM
MAIN

WAS PUBLISHED TODAY:

Dr. Michael **NIECHZIAL**,
born on May 29, 1960,
resident: Camp-King-Allee 13,
61440 Oberursel

The person who appeared identified himself by presenting his photo ID.

The notary inquires about a prior involvement within the meaning of § 3 para. 1 no. 7 BeurkG, i.e. none of the parties to this deed was represented by a lawyer or notary belonging to this firm in a matter that is the subject of this notarization. It was denied by the party/parties involved.

The notary pointed out that the data of the person appearing would be collected, stored, processed and, if necessary, transmitted to third parties to the extent necessary for the execution of the contract. The person appearing declared his consent to this.

The person appearing also declares his consent to the notary keeping copies of the identity document presented in his files.

After the person appearing had declared his intention to establish a limited liability company, the notary pointed out to the party involved that the limited liability only came into effect upon entry in the register and that until this time liability existed under § 11 para. 2 of the Limited Liability Companies Act.

The party involved then concluded the partnership agreement attached hereto.

The interested party authorizes, with exemption from the restrictions of the § 181 of the German Civil Code (BGB) and each with sole signing authority, the notary's employees Claudia Brose, Stefanie Moosmann, Christiane Seliger and Gabriela Thomas, resident at the registered office of the officiating notary, have appointed him to the shareholders' meeting.

\ Meetings of the company

management4health GmbH
based in Oberursel (Taunus)

for the purpose of passing resolutions on amendments and/or additions to the provisions of the Articles of Association and to make any commercial register registrations that may then be required - to the extent permitted by law - on his/her behalf.

This power of attorney shall expire upon entry of the company in the commercial register. The person appearing authorizes the officiating notary to represent him without restriction in the execution and implementation of this deed, in particular to make all procedural declarations to the registry court on his behalf that appear appropriate in formal and material terms, including by means of so-called notarial self-deeds. The notary may make separate and/or limited applications and withdraw applications, even partially.

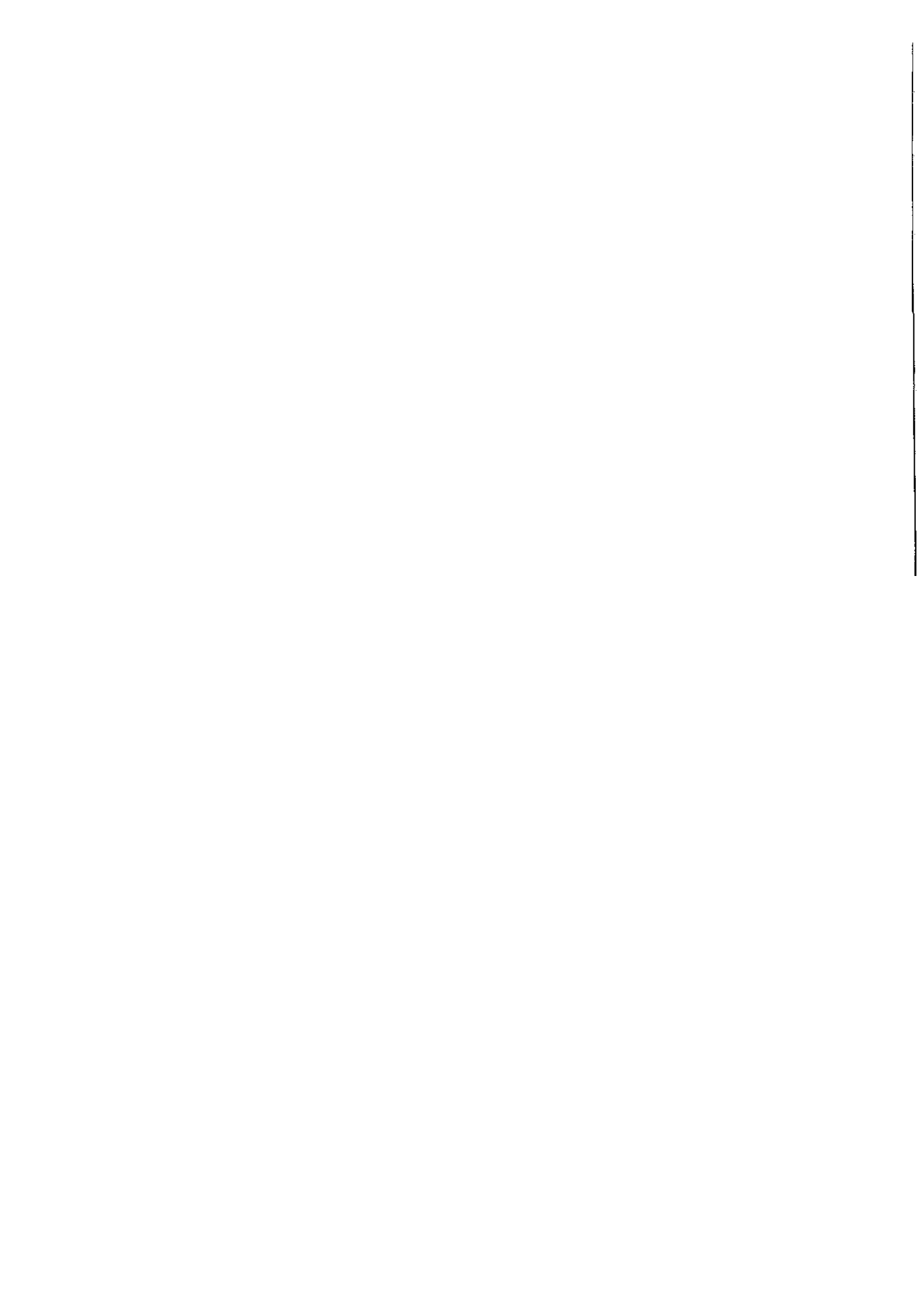
The appointee then enters into a hearing, waiving deadlines and forms of appeal.

G O V E R N M E N T A L C O M P A N Y

and decides what follows:

Dr. Michael NIECHZIAL is appointed as the first managing director of the company: Dr. Michael NIECHZIAL, born on May 29, 1960, residing at Camp-King-Allee 13, 61440 Oberursel, Germany

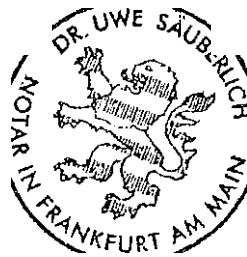
The managing director always represents the company alone, even if additional managing directors or authorized signatories are appointed. The managing director is exempt from the restrictions of Section 181 BGB.



The above minutes and annex were read to the notary to the person appearing, approved by him and signed by hand by him and the notary as follows:

[Handwritten signature]

[Handwritten signature]
W. Noter



PARTNERSHIP AGREEMENT

§ 1

Company and registered office

1. The name of the company is
management4health GmbH.
2. The company's registered office is in
Oberursel

§ 2

Object of the company

1. Object of the company
is
Consulting and other services
for national and international
projects and programs in the
health sector.
2. Furthermore is
object of the company is the
acquisition, sale and
management of investments
and companies, in
particular such investments and
companies that the
the aforementioned object of the
company.
3. The company may engage in
transactions of any kind that
directly or indirectly or indirectly
serve the purpose of the
company. It may also acquire,
lease or represent companies of
the same or a similar nature or
invest in such companies.
companies
participate. It may
establish branches in
Switzerland and abroad.

ARTICLES OF ASSOCIATION

§ 1

Name, Registered Seat

- 1, The name of the company is
management4health GmbH
2. the registered seat of the Company is
Oberursel.

§ 2

Purpose of the Company

1. Purpose of the Company is
Consulting and other services for
national and international projects and
programs in the health sector.
2. Furthermore another purpose of the
Company is the purchase, sale and
administration of companies and/or
shares of companies especially of
those participations and companies
which are active in the same field.
3. The Company can undertake
transactions of any kind which would
serve the purpose of the Company
directly or indirectly. It may also
acquire, lease, or act on behalf of
companies of a similar or
comparable kind or
participate in such companies. It may
open branch offices inside and outside
the country.

§ 3
Share capital, shares

1. The share capital of the company amounts to EUR. 25,000 (in words: twenty-five thousand euros).
2. The shareholder Dr. Michael Niechzial, Oberursel (Taunus), acquires share no. 1 of this share capital in the amount of EUR 25,000.00

§ 4
Management

1. The company has one or more managing directors. If only one managing director has been appointed, he shall represent the company alone. If several managing directors have been appointed, the company by by two managing directors jointly or by one managing director together with an authorized signatory. The shareholders' meeting may also grant individual or all managing directors sole power of representation if there are several managing directors. The shareholders' meeting may authorize managing directors from from the restrictions of § 181 BGB. If only one managing director has been appointed then is the authorization to represent of the managing director is limited in the internal relationship in such a way that he can only represent the company together with an authorized signatory.

§ 5
Transactions requiring approval

1. The managing directors exercise their office in

§ 3
Share capital, shares

1. The share capital of the Company amounts to EUR 25,000 (in words: Euro twentyfivethousand).
2. On the share capital the shareholder Dr. Michael Niechzial, Oberursel (Taunus), subscribes to the share No 1 in an amount of EUR 25,000.00.

§ 4
Management

1. The Company shall be represented by one or several managing directors. If only one managing director is appointed, he shall represent the Company alone. If more than one managing director is appointed, the Company shall be represented jointly by any two managing directors or by one managing director together with an authorized officer ("*Prokurist*"). The shareholders' meeting may, even if several managing directors are appointed, authorize one or all managing directors to represent the Company individually. The shareholders' meeting may release the managing directors from the restrictions of Sec. 181 BGB (German Civil Code). In case only one managing director is appointed the power of the managing director to represent the Company shall be internally limited to the extent that he is only entitled to represent the Company jointly with a Prokurist.

§ 5
Restriction of management

1. The Managing Directors shall in
2

In accordance with the law, these articles of association, a shareholders' agreement, if applicable to be the shareholders and the resolutions and instructions of the shareholders' meeting.

2. The managing directors require the prior approval of the shareholders' meeting for legal transactions and measures that go beyond the ordinary course of business. This applies in particular to the following measures and legal transactions:

- a) The acquisition, opening, closing, relocation or sale of business premises, the establishment or discontinuation of branches and the commencement of a new or discontinuation of an existing line of business of the company;
- b) Any form of entering into, changing or terminating an investment in other companies and the exercise of shareholder rights in such subsidiaries;
- c) Acquisition, sale or encumbrance of real estate and rights equivalent to real estate; the acquisition, including installment plan, sale and disposal in any other way of or over movable fixed assets, provided the value in individual cases or within a financial year totals EUR 10,000 or if this results in an obligation of the company in the same amount;
- d) Conclusion, amendment or termination of leasing, rental and tenancy agreements and other continuing obligations with which

exercising their office complying with the law, these articles of association, any rules of procedure adopted by the shareholders, and the resolutions and directions of the shareholders meeting.

2. The Managing Directors need the prior approval of the shareholders meeting for legal transactions and measures which are not in the ordinary course of business. This applies in particular without limitation to the following measures and legal transactions:

- a) the acquisition, opening, closing, relocation and sale of business sites, the setting up or abandonment of branch offices and the starting of a business line or giving up an existing business line of the company,
- b) Any kind of entering into, amending or ending of a participation in other companies as well as the exercise of shareholder rights in such subsidiaries;
- c) the acquisition, sale or encumbering of real estate and real estate like rights; the acquisition including the hire-purchase, the sale and disposal otherwise of or over tangible assets insofar that the value in the individual case or within a business year as an aggregate exceeds EUR 10,000 or the Company has as a result an obligation to the same extent.
- d) the conclusion, amendment or termination of leasing, rental and tenancy agreements as well as any kind of other long term obligations,

a total obligation of more than EUR 50,000 per financial year; the conclusion, termination or amendment of contracts material to the company's business operations;

associated with an aggregate liability of more than EUR 50,000 per business year; the conclusion, termination or changing of agreements material for the business operations of (he company);

e) Taking out, amending and terminating loans or incurring indebtedness in any other way, including the assumption of sureties or guarantees, provided that the borrowing or indebtedness exceeds the amount of the share capital; the amendment of such loan agreements (with the exception of insignificant changes to loan interest rates); the granting of loans, including the granting of employee loans;

e) the taking, amending or cancellation of loans or other liabilities, including the assumption of suretyships or guarantees, to the extent that such loans or liabilities exceed the amount of the share capital; the alteration of such loan agreements (with the exception of immaterial changes in interest rates); the granting of loans, including the granting of employee loans;

f) Legal transactions between the company and its managing directors or their relatives and between the company and its shareholders;

f) legal transactions between the Company and its managing directors or their relatives as well as between the Company and its shareholders;

g) Placing and receiving orders outside the ordinary course of business;

g) the giving and acceptance of mandates outside the normal course of business;

h) bringing actions before ordinary courts or arbitration tribunals or entering into settlement negotiations with a value in excess of EUR 10,000, with the exception of debt collection in the ordinary course of business;

h) the commencement of proceedings before a court of law or the arbitration courts or the start of composition proceedings for matter in excess of EUR 10,000 with the exception of debt collections in the normal course of business;

All other measures that the shareholders have declared to be
i) subject to approval by shareholder resolution.

i) all other measures, which the shareholders had declared through a shareholders resolution as requiring consent.

§ 6
Shareholders' meeting

1. The ordinary shareholders' meeting takes place in the first 6 months of the financial year at the registered office of the company. If all shareholders agree, the shareholders' meeting may be held at any other location.
2. An extraordinary shareholders' meeting must be convened by the management within 2 weeks, either if the interests of the company so require or if one or more shareholders who hold at least 10% of the share capital in the company so request.
3. The shareholders' meeting shall be convened by the management, stating the agenda, by registered letter with a notice period of 2 weeks, beginning on the day of delivery of the invitation. If the management does not comply with a request in accordance with paragraph 2 within 2 weeks, the relevant shareholder shall be authorized to convene a shareholders' meeting himself. convene a shareholders' meeting himself.
4. The shareholders' meeting is quorate if at least 2/3 of the company's share capital is represented. is represented. If a shareholders' meeting does not have a quorum, a new shareholders' meeting shall be convened immediately with a notice period of 2 weeks, which shall have a quorum regardless of the amount of share capital represented if this was indicated in the invitation.

§ 6
Shareholders' Meeting

1. The ordinary shareholders' meeting shall be held within the first 6 months of the business year at the business seat of the company. The shareholders meeting may be held at any other place if all shareholders agree.
2. An extraordinary shareholders meeting shall be called by the Management within a period of 2 weeks, if it is either in the interests of the Company or demanded by one or several shareholders who hold at least 10 % of the share capital of the Company.
3. A shareholders meeting shall be called in by the Management by registered mail with a notice period of 2 weeks from receipt. The notice shall set forth the agenda of the meeting. If the Management does not call such a meeting upon a demand in accordance with sub-sec. 2 above within 2 weeks, the respective shareholder shall be authorized to call for such a shareholders meeting himself.
4. The shareholders meeting has a quorum if at least 2/3 of the share capital is represented. If the shareholders meeting does not have a quorum, a new shareholders meeting shall be called without undue delay with a notice period of 2 weeks, which will have a quorum regardless of the share capital representation provided this was indicated in the notice of meeting.

5. Each shareholder may be represented at the shareholders' meeting by another shareholder with a written power of attorney or by a third party bound to professional secrecy.

6. the shareholders' meeting shall be chaired by a person elected by the shareholders' meeting and minutes shall be kept of the proceedings.

§ 7 Resolution

1. Resolutions are passed at shareholders' meetings. If the shareholders agree, shareholder resolutions may also be passed by circular resolution in writing, by telex or by fax, provided that such a procedure is permitted by law.

2. Shareholder resolutions are passed by a simple majority, unless required by law or articles of association provide for a different majority. Depending on € 50.00 of a share grants one vote.

§ 8 Financial year

The financial year is the calendar year.

5. Each shareholder may be represented at the shareholders meeting by another shareholder vested with a written power of attorney or a person subject to a duty of professional confidentiality.

6. A person elected by the shareholders' meeting presides the shareholders meeting. The meeting has to be recorded in a protocol.

§ 7 Resolutions

1. Resolutions shall be passed at shareholders meetings. If all shareholders agree, resolutions may also be passed in a circulation process, in writing, by telex or by fax to the extent that such a procedure is permitted by law.

2. Shareholders resolutions require a simple majority of the votes provided these Articles of Association or the law does not require a different majority. Each € 50.00 of share capital is entitled to one vote.

§ 8 Business year

The fiscal year is the calendar year.

§ 9
**Annual financial
statements, appropriation
of profits**

1. In accordance with the statutory provisions, the managing directors must prepare the annual financial statements including notes and a management report in the first 3 months of the following financial year and submit them immediately to the shareholders for resolution and to any advisory board appointed for information.
2. The shareholders adopt the annual financial statements and decide on the appropriation of the result in accordance with the the statutory provisions.

§ 10
Duration and termination

1. The company is established for an indefinite period.
2. The company may be terminated by registered letter with a notice period of 12 months to the end of the year. Dispatch is sufficient to meet the deadline.
3. In the event of termination of the company in accordance with paragraph 1, the remaining shareholders may resolve to continue the company. In this case, the remaining shareholders shall be obliged to acquire the share of the departing shareholder in share of the departing shareholder against payment of a settlement in proportion to their shareholding. If a corresponding division of the share is not possible, the share shall be divided undivided among the remaining shareholders.

§ 9
Annual Accounts, Profit Distribution

1. The Managing Directors shall pursuant to the statutory provisions prepare within the first 3 months of the following business year the annual accounts, including supplements and the management report, and submit them without undue delay to the shareholders for approval and to an advisory board for information if existing.
2. The shareholders shall approve the annual accounts and resolve on the distribution of the profit according to the respective law.

§ 10
Duration and Termination

1. The Company is incorporated for an indefinite term.
2. The Company may be terminated by giving a notice, by registered mail, of 12 months to the year end. The date of dispatch shall be sufficient for computing the notice period.
3. In the event of a termination of the Company pursuant to sub-sec. 1, the remaining shareholders may resolve to continue the company. In this event the remaining shareholders are obliged to acquire the share of the outgoing shareholder in the proportion of their participation against a compensation payment. If it is not possible to divide the share respectively it shall be transferred undivided to the remaining shareholders as jointly entitled persons pursuant to Sec. 18 Limited Liability Companies Act. The outgoing

shareholders as co-beneficiaries in accordance with § 18 GmbHG. The terminating shareholder shall bear the costs of the transfer.

shareholder shall bear the costs of the transfer.

4. The following applies to the calculation of the severance payment:

- 4 The compensation payment is calculated as follows:

The settlement corresponds to the market value of the share, which is to be determined according to the capitalized earnings value method on the date of departure. If no agreement is reached on valuation issues, the valuation should be based as far as possible on the guidelines of the Institute of Public Auditors in Germany (IDW) in Düsseldorf on the date of departure.

The compensation payment corresponds to the current market value of the share, which is to be determined according to the method of capitalized earnings value on the day of the withdrawal. If no agreement is reached, the assessment shall be geared to the guidelines of the "Institut der Wirtschaftsprüfer in Deutschland e. V." (IDW, Institute of auditors in Germany) in Dusseldorf on the day of withdrawal.

§ 11 Redemption of shares

§ 11 Cancellation of Shares

1. Shares may be redeemed in whole or in part by resolution of the shareholders' meeting with a 2/3 majority of the votes entitled to vote, without requiring the consent of the shareholder whose share is to be redeemed or transferred (hereinafter: "affected shareholder"). The affected shareholder has no voting rights.

1. Shares may be canceled in full or in part, by a resolution with a 2/3 majority at the shareholders meeting, without requiring the consent of the shareholder whose shares are to be canceled or transferred (hereinafter: "Affected Shareholder"). In this regard the Affected Shareholder has no voting right.

2. The withdrawal pursuant to paragraph 1 can only be resolved,

2. The cancellation pursuant to sub-sec. 1 may only be resolved

- a) if insolvency proceedings are opened against the assets of a shareholder or rejected for lack of assets.

- a) if insolvency proceedings have commenced over the property of a shareholder or such proceedings have been rejected for insufficiency of assets.

- b) if the share of a shareholder is subject to compulsory redemption

- b) if the share of a shareholder is subject to any enforcement proceedings and

extension is pursued and these proceedings are not withdrawn within 4 weeks within 4 weeks will.

c) in the case of death of a shareholder (§ 12);) on the death of a shareholder(sub-sec. 12)

d) in the case the existence and for other important reason, particular, but not hereon limited if) for any other important cause, particular but not limited to, i(in

- a shareholder persistently violates provisions of the articles of association,

- a shareholder persistently violates the provisions of these Articles of Association;

- a shareholder persistently violates the interests of the company,

- a shareholder persistently violates the interests of the company;

3. In the event of redemption or transfer in accordance with paragraph 4, the shareholder shall receive a settlement.

3. In case of a cancellation or a transfer pursuant to sub-sec. 4 the shareholder shall receive a compensation payment.

The severance payment is based on the provisions governing the severance payment of a shareholder in the event of his/her departure (§ 10 para. 4).

The compensation is fixed according to the provisions upon the leaving of a shareholder (§ 10 sub-sec. 4).

4. In the resolution pursuant to paragraph 1, the shareholders may request that the share be transferred to the company, one or more shareholders or third parties instead of being redeemed. In this case, the recipient(s) of the share shall be obliged to pay the settlement in accordance with § 10 and shall bear the costs for the transfer of the share.

4. The shareholders may in the resolution under sub-sec. 1 demand that the shares instead of being canceled should be transferred to the Company or to one or several shareholders or to a third party. In this case, the recipient of such shares is obliged to pay the settlement in accordance with § 10 and shall bear the costs of transferring the shares.

§ 12
Publications

The company's publications are only made in the electronic Federal Gazette.

§ 13
Formation costs

The company bears the costs of formation (in particular notary and court costs and publication costs) up to an amount of EUR 2,500.00.

§ 14
Final provisions

Should individual provisions of this agreement be invalid or should this agreement contain loopholes, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by shareholder resolution with a valid provision that comes as close as possible to the economic purpose intended by the invalid provision. intended economic purpose of the invalid provision as closely as possible. The same shall apply if this agreement should contain loopholes.

§ 12
Announcements

Announcements of the Company shall be made only in the electronic Bundesanzeiger (Federal Gazette).

§ 13
Founding Costs

The company shall bear the costs of the formation (in particular the notary and court costs as well as costs of publication) up to 2,500.00 EUR.

§ 14
Final Provisions

If individual provisions of these Articles are invalid or if these Articles of Association contains any gaps, the validity of the other provisions shall not be affected thereby. The invalid provision shall be replaced by the shareholders resolution with a valid provision which reflects the intended economic purpose of the invalid provision as far as possible. The same shall apply accordingly if this Articles of Association contains any gaps.