

Company Number 05171309

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

ASSURA PHARMACY LIMITED (the "Company")

Circulation Date: 12 JULY 2011

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 we, being members representing not less than 75% of the total voting rights of eligible members of the Company irrevocably agree that Resolutions 1-3 below are passed as unanimous special resolutions

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SPECIAL RESOLUTIONS

- 1 **THAT** the terms of, and the transactions contemplated by, the Finance Documents (as defined in a senior term facility agreement between the Royal Bank of Scotland as agent for National Westminster Bank Plc (the "**Lender**"), the Company and certain other companies in the group (the "**Facility Agreement**") being

- 2.1 a deed of accession in the Facility Agreement;
- 2.2 the intercreditor deed to be made between (amongst others) the Company (1) the Company's ultimate parent company (Asan Holdings Limited) (2) and the Lender (3),
- 2.3 the RBSIF Documents (as defined in the Facility Agreement),
- 2.4 a directors' certificate addressed to the Lender making certain confirmations in accordance with Parts 2 and 3 of Schedule 2 of the Facility Agreement, and
- 2.5 a debenture between the Company (1) and ^{National Westminster Bank Plc} ~~the Lender (2)~~ securing the Company's obligations and liabilities to the Lender

having been carefully considered, be and are hereby approved and are for the benefit of and in the best interests of the Company for the purposes of carrying on its business and that

- (i) any two of the directors, or
- (ii) any director and the secretary, or
- (iii) any director (in the presence of a witness who attests his signature)

are hereby authorised to execute and deliver each Finance Document above on behalf of the Company (each an "**Authorised Signatory**")

- 2 **THAT** any Authorised Signatory be and is hereby authorised to sign, and/or despatch, and/or issue any letters, notices, instruments, agreements, or any other documents (including but without limitation to documents for the purposes of granting security) whether under hand or by deed, which are ancillary to the documents above or for the purpose thereof, and to agree any amendments to the documents above, on such terms as he/she in his/her absolute discretion thinks fit and do everything else in furtherance of the entry into the documents above

3 **Transfer of Shares**

THAT the articles of association of the Company be amended by the insertion of a new article 18.4 to include the following wording

notwithstanding any contrary provisions in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer is to

- 18.4.1 any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**"), or

18.4.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

18.4.3 is executed by a Secured Institution or its nominee to a power of sale or other power existing under such security

and the Directors shall forthwith register any such transfer of shares or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of such shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

Senior Loan Agreement

THAT the articles of association of the Company be amended by the insertion of new article 31

"Senior Loan Agreement"

these Articles are subject to the terms of the £46,000,000 senior loan agreement between, amongst others, (1) Asan Holdings Limited and (2) The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc (the "Senior Loan Agreement") and the Finance Documents (as defined in the Senior Loan Agreement) entered into pursuant to it, which terms in relation to any shareholder's entitlement to seek, receive and keep payment in respect of any and all dividends as provided by these Articles shall prevail and any payment in respect of any dividend which is paid, received or kept in breach of the terms of the Senior Loan Agreement (and, as applicable, the Finance Documents) shall be held on trust for The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc by the relevant recipient PROVIDED THAT this Article shall not operate to supersede any provisions of these Articles which specify the consequence of non payment of any dividend "

Please read the explanatory notes at the end of this document before signifying agreement to the special resolutions

These special resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the circulation date otherwise they will lapse The agreement of a member to these resolutions is ineffective if signed after the date,

We, the undersigned, being the members entitled at the time the special resolutions were circulated to members to vote on the resolutions, **HEREBY IRREVOCABLY AGREE** to the above special resolutions being passed

Signature: .

Date

12/7/2011

For and on behalf of Gorgemead Limited

You may either

- 1 agree to all of the above special resolutions, or
 decline to agree to any of the above special resolutions
- 2 You may not agree to some of the special resolutions but not others
- 3 If you agree to all of the above special resolutions please indicate your agreement by signing and dating this document where indicated and returning it to the Company using one of the following methods
 - **By Hand** delivering the signed copy to David Easdown, George Davies Solicitors LLP, 8th Floor, 1 New York Street, Manchester, M1 4AD,
 - **By Post** returning the signed copy to David Easdown, George Davies Solicitors LLP, 8th Floor, 1 New York Street, Manchester, M1 4AD,
 - **By Email** by attaching a scanned copy of the signed document to an email and sending it to davideasdown@georgedavies.co.uk Please enter "Written Resolutions re Project Chico" in the email subject box
- 4 If the Company has not received sufficient agreement within 28 days of the circulation of the special resolutions, the special resolutions will lapse
- 5 Once you have indicated your agreement to the special resolutions, you may not revoke that agreement
- 6 If you do not agree to all the above special resolutions, you need not do anything. If no response is received from you as indicated above, you will be counted as withholding your agreement to all the above special resolutions
- 7 If this document is signed or otherwise approved by an attorney or other representative on behalf of a member, please provide a solicitor's certified copy of the relevant power of attorney or other authority to sign when indicating your agreement to the above special resolutions, otherwise you may not be counted as agreeing to them