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**MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF PHARMACY2U LIMITED HELD
AT DEACON HOUSE ON 24 JUNE 2002**

Present

Dr Keith McCullagh [also representing OnMedica plc] (in the chair)
Daniel Le
Dr Julian Harrison
Ian Pearce

In Attendance

David Downham

The Chairman declared that a quorum was present.

Special resolution

It was resolved:

1. **THAT** the Company's Articles of Association be amended by:-

A. the insertion of the following additional definitions at Article 1.2

"Original Holder"	means in relation to any Affiliate Transferee: the Shareholder who made the transfer of the relevant Shares to the Affiliate Transferee pursuant to Article 17.13 or, in the case of a series of such transfers between Affiliate Transferees, the Shareholder who made the initial transfer of the relevant Shares to a Affiliate Transferee, and the relevant Shares means the Shares held by the Affiliate Transferee or any Shares from which those Shares are derived or by virtue of which those Shares were acquired
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"Shareholders"	means the registered owners of the Ordinary Shares and/or the Preferred Ordinary Shares
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"Share Option Schemes"	means any employee share scheme adopted by the Company and approved by OnMedica and CAI as a share option scheme for the purposes of these Articles.
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"Third Party"	means, in relation to a selling shareholder, any person other than a person to whom that selling shareholder would be permitted to transfer Shares under the Permitted Transfer Provisions.
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"Third Party Transfer Provisions"	means the provisions of Article 17.24
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B. the insertion of the following definitions in Article 1.2 with the effect of deleting and substituting the existing definitions:



"New Share Pre-emption Provisions"	means the provisions of Article 17.11
"Permitted Transfer Provisions"	means the provisions of Articles 17.12 – 17. 17
"Transfer Completion Provisions"	means the provisions of Article 17.2.6
"Transfer Pre-emption Provisions"	means the provisions set out in Articles 17.18 – 17.25

- C. the amendment of the following typographical errors in Article 1.2 by:-
- (i) the deletion of the phrase "Article 5.5.1" in the definition of "CAI Director" and the insertion of "Article 6.5.1" in its place
 - (ii) the deletion of the phrase "Article 5.11" in the definition of "Executive Director" and the insertion of "Article 6.12" in its place
 - (iii) the deletion of the phrase "Article 5.6.1" in the definition of "Founder Director" and the insertion of "Article 6.6.1"
- D. the amendment of the typographical error in Article 4.1.1 by the deletion of "Article 3.1.2" in the second line and the insertion of "Article 4.1.2" in its place.
- E. the amendment of the typographical error in Article 6.6.4 by the deletion of "Article 5.3" in the fifth line and the insertion of "Article 5.1" in its place/
- F. the amendment of the typographical error in Article 7.5 by the deletion of "Article 5.4.5" in the third line and the insertion of "Article 6.4.5" in its place.
- G. the amendment of the typographical error in Article 17.3.6 by the deletion of "Article 17.3.2(c)" in the first line and the insertion of "Article 17.3.1" in its place.
- H. the amendment of the typographical error in Article 17.4.1 by the deletion of "Article 17.33(B)" in the final line and the insertion of "Article 17.4.2" in its place.
- I. the addition of the following words at the end of Article 17.7 "or has not been transferred in accordance with these Articles".
- J. the addition of the following paragraphs as new Articles 17.11 – 17.28.

17.11 Rights of first refusal

17.11.1 Subject to this Article and Article 28.4, any unissued Shares, the issue and allotment of which has been approved in accordance with these Articles, and which when aggregated with any shares issued in the previous 12 months comprises in aggregate a nominal value of 10% or more of the issued share capital of the company at the date falling 12 months before the proposed date of issue, shall be offered, before they are issued or allotted, simultaneously and on the same terms to all existing Shareholders (other than any Shareholder who has given a Transfer Notice in respect of any of his Shares).

17.11.2 Each such offer shall be made by a notice specifying the number, price and terms of each payment of the Shares on offer. The notice shall

invite each recipient to state in writing to the Company within a period of five Business Days whether he is willing to take any, and if so what maximum number, of the Shares on offer. The notice shall state that, if recipients who accept the offer express, in aggregate, a willingness to take more than the total number of Shares on offer, the Shares on offer shall be allocated to such recipients in proportion as nearly as may be to the number of Shares then held by them subject to the maximum number specified by each such recipient.

17.11.3 At the expiration of the time stipulated by an offer pursuant to Article 17.11.1, the Company shall allot and issue the relevant number of Shares in accordance with their terms of issue to each Shareholder who has notified to the Company his willingness to take up all or part of his entitlement.

17.11.4 Any offered Shares not accepted by Shareholders in accordance with Article 17.11.1 shall be at the disposal of the Directors provided that no such Share shall be allotted:

- (a) after the expiry of the period of one month from the date on which it was offered to existing Shareholders; and
- (b) on terms which are more favourable to the allottee than the terms on which they were offered to existing Shareholders.

17.11.5 Issue of Shares from the Option Pool

Rights of first refusal under Article 17.11 shall not apply to Shares which are issued to an option holder on the exercise of options granted to him pursuant to the terms of a Share Option Scheme, provided that, save with the prior written consent of OnMedica and CAI, the aggregate number of Shares so issued does not exceed the number of Shares in the Option Pool.

17.12 Permitted Transfers

17.12.1 Any transfer from the Shareholders to a member of the OnMedica Group shall be permitted, subject to the approval of CAI and the Founder Director.

17.12.2 Any transfer from the Shareholders to a member of the CAI Group shall be permitted, subject to approval of OnMedica and the Founder Director.

17.13 Transfers to Affiliates

17.13.1 A Shareholder may transfer any Share to any Affiliate provided that the transferee (an "Affiliate Transferee") if not already a Shareholder shall first have entered into an agreed form of deed of adherence to the Shareholders Agreement.

17.13.2 An Affiliate Transferee shall transfer, in a manner and to a transferee permitted by these Articles, all the Shares held by it before it ceases to be an Affiliate of the Original Holder.

17.14 Transfers by individuals

Any Shareholder (the "Transferor") who is an individual may transfer all or any of his Shares to his or her spouse or adult children or adult step children or adult grandchildren or to the trustee or trustees of a family trust set up wholly (or partly in the case of a discretionary trust) for the benefit of one or more of the Transferor and his or her spouse, children or step children or grandchildren and of which the said Shareholder is the settlor or a life tenant or to a bare nominee provided that the transferee shall first have entered into an agreed form of deed of adherence to the Shareholders Agreement.

17.15 Transfers with Shareholder consent

Subject to the provision of Articles 17.1-17.10, any Shareholder may at any time transfer Shares or any beneficial interest in any Shares to any other person for whatever consideration with the prior written consent of the holders of 75% of all the issued Shares held by the Shareholders other than the Shareholder proposing to make that transfer.

17.16 Transfers on behalf of a deceased estate

Subject to provision of this Articles 17.1-17.10, Shares held by an individual who dies may be transferred to his personal representative(s) or to the person(s) entitled to receive them on his death, provided in each case that the transferee (if not already a Shareholder) shall first have entered into an agreed form of deed of adherence to the Shareholders Agreement.

17.17 Information and evidence

The transferor and transferee of any Share transferred under Articles 17.11 – 17.17 and the Original Holder (if any) of the transferred Share shall each provide to the Company, at his own expense, any information and evidence reasonably requested in writing by the Company for the purpose of determining whether the transfer to the proposed transferee complies with the terms of the articles.

17.18 Pre-emption Rights on a Transfer: Transfer Notice

Prior to making any transfer of any Share (other than in accordance with Articles 17, 28.2, 28.4 or 29 the person whose Shares are to be transferred (Offeror") shall give a notice in writing ("Transfer Notice") to the Company informing it of the proposed transfer and setting out:

17.18.1 the Shares to which it relates ("Offered Shares");

17.18.2 if any person has expressed an interest in acquiring the Offered Shares, the identity of that person;

17.18.3 the price per Share (which shall be a fixed amount in cash and/or in securities listed or admitted to dealings on a recognised investment exchange) and other terms ("Offer Terms") on which the Offeror proposes to transfer the Offered Shares; and

17.18.4 a condition, if the Offeror wishes to impose it, that unless all or a specified minimum number of the Offered Shares are taken up by other Shareholders when offered to them in accordance with Articles 17.18 – 17.25, then none of the Offered Shares shall be transferred to other

Shareholders under Articles 17.18-17.25 ("Minimum Transfer Condition").

- 17.18.5 In the case of disagreement as to the amount of the Offer Price, a reasoned certificate by the Valuer shall be conclusive. The Valuer shall act as expert and not as arbitrator, its decision shall be final and binding and its fees shall be borne by the Company or as otherwise determined by the Valuer.

17.19 Company as Agent

The Transfer Notice shall constitute the Company as the agent of the Offeror for the transfer of each of the Offered Shares, free of all encumbrances and with all rights attached to them, in accordance with this Article 17.

17.20 Revocation of Transfer Notice

The Transfer Notice shall only be revocable either by the Offeror by notice in writing to the Company if the Offeror disagrees with the Offer price as determined pursuant to Article 17.18 (within ten Business Days of such determination) or in accordance with this Article or with the consent in writing of all the other Shareholders and if it is revoked:

- 17.20.1 the Offeror may not give a further Transfer Notice within six months (or such earlier date as the Board may permit) after the date on which the Transfer Notice is revoked;
- 17.20.2 the Company shall inform all other Shareholders of Shares that the Transfer Notice has been revoked; and
- 17.20.3 the remaining provisions of this Article shall cease to apply in relation to the revoked Transfer Notice.

17.21 Offer to Shareholders

Within 10 Business Days after the date on which the Transfer Notice is received by the Company or, if later, within 10 Business Days of determination of the Offer Price pursuant to this Article, the Company shall send a notice in writing to all Shareholders (other than the Offeror or any other Shareholder who has given a Transfer Notice in respect of any of its Shares);

- 17.21.1 containing an offer ("Offer") of the Offered Shares at the Offer Price and on the Offer Terms and inviting each recipient to notify the Company in writing within a period of 20 Business Days ("Offer Period") whether it is willing to take any, and if so what maximum number, of the Offered Shares at the Offer Price and on the Offer Terms;
- 17.21.2 setting out the identity of any person referred to in the Transfer Notice as having expressed an interest in acquiring the Offered Shares;
- 17.21.3 stating that, if recipients who accept the Offer express, in aggregate, a willingness to take more than the total number of Offered Shares, the Offered Shares shall be allocated to such recipients in proportion as nearly as may be to the number of Shares then held by them subject to the maximum number specified by each such recipient; and

17.21.4 if a Minimum Transfer Condition is included in the Transfer Notice, stating that the Offer cannot be validly accepted in respect of any of the Offered Shares unless and until purported acceptances have been received by the Company relating to the minimum number of Offered Shares specified in the Minimum Transfer Condition.

17.22 Sale to Shareholders

If no Minimum Transfer Condition is included in the Transfer Notice, or if a Minimum Transfer Condition is included and the Company receives acceptances for the specified minimum number of Offered Shares within the Offer Period:

17.22.1 the Company shall, within five Business Days after the date on which the Offer Period ends, notify in writing:

- (a) the Offeror of the number of Offered Shares (if any) for which no acceptances have been received;
- (b) the Offeror of the name and address of each person who had accepted Offered Shares ("Accepted Holders") and the number of Shares to be transferred to each of them;
- (c) each of the Accepting Holders of the number of Shares to be transferred to it; and
- (d) the Offeror and each of the Accepting Holders of the time(s) (not being less than 48 hours nor more than five Business Days after the date of such notification) and place(s) for completion of the transfer of Shares to Accepting Holders;

17.22.2 the Offeror and the Accepting Holders shall be obliged to complete the transfer of the relevant Shares in accordance with Article 17.26 at such time(s) and place(s) as shall be specified in the notification under Article 17.22.1(v); and

17.22.3 if the Company has not received acceptances in respect of all the Offered Shares, Article 17.24 shall apply to the Offered Shares for which acceptances have not been received.

17.23 Minimum Transfer Condition not met

If a Minimum Transfer Condition is included in the Transfer Notice and the Company does not receive acceptances for the specified minimum number of the Offered Shares within the Offer Period:

17.23.1 it shall, within five Business Days after the expiry of the Offer Period, so inform the Offeror and all persons who purported to accept the Offer; and

17.23.2 Article 17.24 shall apply to the Offered Shares, save that;

- (a) no Offered Share shall be transferred to an existing Shareholder pursuant to Article 17.24 unless each Shareholder who purported to accept the Offer is given the opportunity to have transferred to him the Shares he applied for in response to the Offer on the Offer Terms; and

- (b) the maximum number of Shares that may be transferred under Article 17.24 shall be the difference between the total number of Offered Shares and the minimum of Offered Shares specified in the Minimum Transfer Condition.

17.24 Transfer to any person

The Offeror may transfer, to any person named in the Transfer Notice as having expressed an interest in acquiring the Offered Shares, and Offered Share to which this Article applies provided that:

- 17.24.1 the transferee shall have been previously approved by the Directors (such approval not to be unreasonably withheld or delayed unless the proposed transferee is a person reasonably considered by the Directors to be a competitor or connected with a competitor of the business of the Group);
- 17.24.2 the entire legal and beneficial interest in the Share is transferred;
- 17.24.3 the price is not less than the price set out in the Offer Terms and is not subject to any rebate, allowance or deduction whatever;
- 17.24.4 the other terms of sale to the transferee are not more favourable than the Offer Terms;
- 17.24.5 there are no collateral agreements which make the arrangement more favourable to the transferee;
- 17.24.6 the transfer takes place within 60 days after the date on which the Offer Period ends;
- 17.24.7 the Offeror and the transferee shall each provide to the Company, at his own expense, any information and evidence requested in writing by the Company for the purpose of determining whether the transfer to the transferee complies with the terms of this Article; and
- 17.24.8 the transferee shall, prior to the transfer, enter into a deed of adherence in the agreed form to the Shareholders Agreement.

17.25 Determination of suitability of transferee

- 17.25.1 A Shareholder who has served or proposes to serve a Transfer Notice under Articles 17.18 – 17.25 setting out the identity of any person as having expressed an interest in acquiring the Offered Shares may serve a notice on the Company requesting that the Directors decide whether they approve of such person for the purposes of Article 17.24.1.
- 17.25.2 The Director shall, within 15 Business Days after the Company receives a request pursuant to this Article, advise the relevant Shareholder whether or not the proposed transferee has been approved for the purposes of Article 17.24.1. Any such approval shall be binding on the Directors in relation to any Transfer Notice served before or within 20 Business Days after that approval unless after the date of such approval the proposed transferee is affected by any change or the Directors receive any additional information relating to the proposed transferee which in either case the Directors consider to be material to the suitability of the proposed transferee as a Shareholder.

17.25.3 The Shareholder shall provide the Directors with all information as they may reasonably require in relation to their determination under this Article.

17.26 Completion of Share Transfers

17.26.1 Encumbrances and rights

Where this Article 17.26 applies to the transfer of any Share, the Share shall be transferred free of encumbrances and with all rights attaching thereto.

17.26.2 Obligations at completion

Upon completion of any transfer of Shares under the provisions of these Articles:

- (a) the seller shall deliver to the purchaser a duly executed transfer in favour of the purchaser together with the certificate representing the relevant Shares;
- (b) the purchaser shall pay the aggregate transfer price in respect of the relevant Shares to the seller for value on the date of completion or in such manner as may be agreed by the seller and the purchaser before completion;
- (c) (except in the case of an Appropriate Offer which has been accepted or deemed accepted by all Shareholders or in the circumstances referred to in Article 29.2 the purchaser shall (if it is not already a Party) enter into an agreed form of deed of adherence to the Shareholders Agreement; and
- (d) the seller shall do all such acts and/or execute all such other documents in a form satisfactory to the purchaser as the purchaser may reasonably require to give effect to the transfer of Shares to it.

17.27 Security power of attorney

17.27.1 Each of the Shareholders hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under these Articles) appoints any Director as its attorney to execute and do in its name or otherwise and on its behalf all documents, acts and things which the attorney shall in its absolute discretion consider necessary or desirable in order to implement the obligations of that Shareholder under this Article.

17.27.2 Each Shareholder undertakes to ratify whatever any Director as its attorney shall lawfully do or cause to be done in accordance with this power of attorney and to indemnify and keep such attorney indemnified from all claims, costs, expenses, damages and losses which the attorney may suffer as a result of the lawful exercise by him of the powers conferred on him under this power of attorney.

17.28 Failure to transfer

If a transfer of Shares is executed on behalf of a Shareholder under Article 17.27.

17.28.1 the Company may receive the purchase money in trust for that Shareholder and the receipt of the Company for the purchase money shall be a good discharge, who shall not be bound to see to the application of the purchase money;

17.28.2 the Company shall, subject to the instrument of transfer being duly stamped, cause the purchaser to be registered as holder of the relevant Shares; and

17.28.3 once registration has taken place in purported exercise of the power contained in this Article 17.28 the validity of the proceedings shall not be questioned by any person.

K. the insertion of the following paragraphs as a new Article 28.

28. LIQUIDITY EVENTS:

28.1 No sale negotiations without the consent of OnMedica and CAI

28.1.1 Subject to Article 28.1.2 each of the Shareholders agrees that they shall not conduct any negotiations with regard to the sale of the whole or any part of the issued share capital of the Company without prior written consent of OnMedica and CAI.

28.1.2 Nothing in Article 28.1.1 shall prevent a Shareholder from conducting negotiations with regard to a proposed sale which relates only to the Shares he holds PROVIDED THAT the aggregate number of Shares proposed to be sold is not more than five per cent. of the aggregate number of issued Shares AND PROVIDED FURTHER THAT such sale is not part of a transaction or series of transactions which, taken together, would result in the sale of more than that number of Shares.

28.2 Rights on an IPO

Each of the Shareholders agrees that (subject to the agreement of the relevant sponsor) on any new issue or sale (by Shareholders other than OnMedica or CAI or an Affiliate of either CAI or OnMedica) of Shares as part of an IPO, the Shareholders shall use reasonable endeavours (working in conjunction with the sponsor to the IPO) to ensure that OnMedica and CAI shall be offered the opportunity to acquire up to such number of Shares as will result in the aggregate percentage interest of members of the OnMedica Group and the CAI Group in the Company's issued share capital after the IPO is completed (assuming that any over-allotment option is exercised in full) being not less than it was immediately before the date of the preliminary offering circular (or equivalent offering document) relating to the IPO.

28.3 No OnMedica or CAI warranties on an IPO

The Shareholders acknowledge that neither a member of the CAI Group nor a member of the OnMedica Group will give any warranties or indemnities in relation to any IPO (save for a warranty as to the title to the Shares held by it (or its nominee)).

28.4 IPO

If a proposed IPO is approved by OnMedica (if OnMedica has a Five Per Cent Investment) and CAI (if CAI has a Five Per Cent Investment) or the Board (if neither OnMedica or CAI have a Five Per Cent Investment):

28.4.1 the New Share Pre-emption Provisions shall not apply to the issue of Shares in connection with the IPO (including pursuant to Article 28.2), provided that those Shares are issued at the offer price (the "IPO Price") applicable to that IPO (before deduction of commissions and expenses);

28.4.2 a Shareholder selling some or all of its Shares in the IPO (including pursuant to Article 28.2) at the IPO Price (before deduction of commissions and expenses) shall not be required to serve a Transfer Notice under the Transfer Pre-emption Provisions;

L. the insertion of the following paragraphs as a new Article 29:

29. DRAG ALONG

29.1 Meaning of Appropriate Offer

"Appropriate Offer" means an offer for all of the Shares approved by OnMedica (if it has a Five Per Cent Investment) or the Board (if OnMedica does not have a Five Per Cent Investment) and CAI (if OnMedica does not have a Five Per Cent Investment and if CAI has a Five Per Cent Investment),

29.1.1 at an offer price (in cash and/or in securities listed or admitted to dealings on a recognised investment exchange) for each class of Shares which is not less than the sum of:

- (a) the highest price per Share paid by the offeror (being for the purposes of this Article 29 a bona fide purchaser for value at arms length) (excluding stamp duty, stamp duty reserve tax and commission) and/or persons acting in concert with the offeror for any Shares of that class within the period of three years prior to and on the proposed date of completion of the Appropriate Offer;
- (b) (without double counting) an amount per Share equal to the relevant proportion of any other consideration (in case or otherwise received or receivable by the holders of the Shares of that class referred to in Article 29.1.1 (i) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for those Shares; and
- (c) all dividends in arrears or accrued (and, if applicable, interest) on the Shares of that class to which the offer relates,

and in the event of disagreements the calculation of amounts referred to above shall be referred to the Valuer (acting as expert and not as arbitrator) whose decision shall be final and binding;

- 29.1.2 at an offer price and on other terms which are the same in all other material respects for the holders of the Preferred Ordinary Shares and the holders of the Ordinary Shares; and
- 29.1.3 otherwise on terms satisfactory to OnMedica (if it has a Five Per Cent Investment) or the Board (if OnMedica does not have a Five Per Cent Investment) and CAI (if it has a Five Per Cent Investment).

29.2 Drag Along

If an Appropriate Offer is accepted by holders of 65% or more of all the issued Shares of any class held by Shareholders and is made on terms satisfactory to CAI, each of the other Shareholders shall be deemed to have accepted such offer in respect of all the Shares of that class (and, for the purposes of this Article 29.2, the Preferred Ordinary Shares and the Ordinary Shares shall be deemed to constitute a single class).

29.3 Transfer Completion Provisions

The transfer of Shares pursuant to an Appropriate Offer shall be completed in accordance with the Transfer Completion Provisions within five Business Days of the date on which the Appropriate Offer becomes wholly unconditional.

The meeting then ended.

Dated 24 June 2002

Order of the Board



Company Secretary

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