

Registered Number: 05905497

FRIDAY



MEDIVET ACQUISITIONS LIMITED
(the "Company")

PRIVATE COMPANY LIMITED BY SHARES

SHAREHOLDERS' WRITTEN RESOLUTIONS CIRCULATED ON 23 JUNE 2017
PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006

WHEREAS all terms defined in the Facility Agreement and the Amendment Agreement (each as defined below), have the same meaning when used in these resolutions, unless otherwise defined herein.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company have proposed that resolutions 1, 2 and 3 below are passed as ordinary resolutions of the Company (the "Written Ordinary Resolutions") and resolution 4 below be passed as special resolution of the Company (the "Written Special Resolution") and hereby irrevocably agree in accordance with section 288 of the Act that the said resolutions shall for all purposes be valid and effective as if passed at a general meeting of the Company duly convened and held:

WRITTEN ORDINARY RESOLUTIONS

1. **THAT** the provisions of and the transactions contemplated by:
 - 1.1 an agreement to amend (the "Amendment Agreement") the facilities agreement originally dated 30 January 2017 and made between, amongst others, (1) Medivet Partnership LLP (as "Parent"), (2) the parties (including the Company) listed as the Original Borrowers, (3) the parties (including the Company) listed as the Original Guarantors, (4) HSBC Bank plc as the Original Lender, (5) HSBC Bank plc as the Arranger, (6) HSBC Bank plc as the Agent and (7) HSBC Bank plc as the Security Agent (the "Facilities Agreement");
 - 1.2 a director's certificate of the Company; and
 - 1.3 any other agreement, deed, notice and/or letters in connection with the transactions contemplated by the documents above, or any other Finance Document to which the Company is a party,together the "Documents" and individually a "Document" and the execution, delivery and performance by the Company (as the case may be) of the Documents be and are hereby approved and is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole.

2. **THAT:**

- 2.1 the terms and conditions of, and the transactions contemplated by, the Documents and any other documents entered into pursuant thereto, including but not limited to, any borrowing, the provisions of any security, guarantees and indemnities be and are hereby approved, subject to such changes as the Company's directors and/or authorised signatories, in their absolute discretion think fit, notwithstanding any provision of the Company's memorandum of association and articles of association;
- 2.2 the directors and/or authorised signatories of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provision of the Company's memorandum of association and articles of association or any personal interest of any of the Company's Directors;
- 2.3 the directors and/or authorised signatories of the Company are authorised to do all things necessary in respect of the Documents and any other related documents, notwithstanding any provisions of the Company's memorandum and articles of association; and
- 2.4 notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's Directors and/or Secretary the Company's Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for and on behalf of the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit).
3. **THAT THESE RESOLUTIONS** shall have effect notwithstanding any provision of the Company's memorandum of association and articles of association or any personal interest of any director of the Company.

WRITTEN SPECIAL RESOLUTION

4. **THAT** the Articles of Association of the Company are amended so that the following clause shall be included as Article 141:

Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of *this* Article (to the effect that any provision contained in this Article shall override any other provision of these Articles)

1. The directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer:
 - a) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"); or
 - b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
 - c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any 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 be

required to offer the shares which are or are to be the subject of any transfer 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 consideration or not. Furthermore, notwithstanding anything contained in these articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of its shares in relation to any transfer referred to in this article.

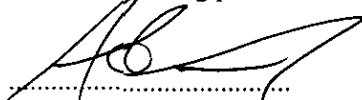
(1) The lien set out in Article 22 shall not apply to shares held by a Secured Institution (as defined in Article 141(1)(a) above).

(2) Any variation of *this* Article shall be deemed to be a variation of the rights of each class of shares in the capital of the Company.

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

The undersigned, being the members entitled to vote on the resolutions, at the time the resolutions were circulated, **HEREBY IRREVOCABLY AGREE** to the above Written Ordinary Resolutions and Written Special Resolutions being passed.

Signed



for and on behalf of Medivet Partnership LLP

Date: 23 JUNE 2017

GUIDANCE NOTES:

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it by using one of the following methods:
 - **BY HAND:** by delivering the signed copy to:
Ms. Bridget Nichols
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF
 - **BY POST:** by returning the signed copy by post to:
Ms. Bridget Nichols
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF
 - **BY FAX:** by faxing the signed copy to 020 7367 2000 marked "For the attention of Ms. Bridget Nichols".
 - **BY E-MAIL:** by attaching a scanned copy of the signed document to an e-mail and sending it to Bridget.Nichols@cms-cmno.com. Please enter "For the attention of Ms. Bridget Nichols" in the email subject box.
2. If you do not agree to the above resolutions, you do not need to do anything.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
4. Unless, by the date at the end of the 28-day period beginning on the circulation date of these resolutions, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or on this date.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.
6. Sufficient agreement will have been reached to pass an ordinary resolution if eligible members (i.e. members who were entitled to vote at the time the resolution was circulated) representing a simple majority of the total voting rights of eligible members signify their agreement to it.
7. Sufficient agreement will have been reached to pass a special resolution if eligible members (i.e. members who were entitled to vote at the time the resolution was circulated) representing not less than 75% of the total voting rights of eligible members signify their agreement to it.

MEDIVET ACQUISITIONS LIMITED (the "Company")

Minutes of a Meeting of the Board of Directors of the Company held at 4 Mowat Industrial Estate, Sandown Road, Watford, Herts, WD24 7UY on **23RD JUNE** 2017 at **1.10** ~~am~~/p.m.

Present: **ARNOLD LEVY** (Chairman)
JOHN SMITHERS
KEVIN MORRIS

In Attendance:

1. Chairman

Arnold Levy was appointed Chairman for the purposes of the Meeting.

2. Notice and Quorum

The Chairman declared that notice of the Meeting had been given to all the Directors, a quorum was present and the Meeting was duly convened in accordance with the Company's Articles of Association (the "**Articles**").

3. Purpose of the Meeting

3.1 It was noted that all terms defined in the Facilities Agreement and the Amendment Agreement (each as defined below) have the same meaning when used in these minutes, unless otherwise defined herein.

3.2 The Chairman explained that the purpose of the Meeting was to consider and, if they thought fit, approve and authorise the execution and delivery of the following documents, drafts of which were produced to the Meeting:

- (a) an agreement to amend (the "**Amendment Agreement**") the facilities agreement originally dated 30 January 2017 and made between, amongst others, (1) Medivet Partnership LLP (as "**Parent**"), (2) the parties (including the Company) listed as the Original Borrowers, (3) the parties (including the Company) listed as the Original Guarantors, (4) HSBC Bank plc as the Original Lender, (5) HSBC Bank plc as the Arranger, (6) HSBC Bank plc as the Agent and (7) HSBC Bank plc as the Security Agent (the "**Facilities Agreement**");
- (b) a director's certificate of the Company; and
- (c) any other agreement, deed, notice and/or letters in connection with the transactions contemplated by the documents above, or any other Finance Document to which the Company is a party,

the documents referred to in paragraphs (a) to (c) above are collectively referred to below as the "**Documents**" and individually as a "**Document**".

3.3 The Chairman further noted that as a condition to the Facility being made available to the Company under the Amendment Agreement, the Company would be required to adopt new

articles of association in substitution for and to the exclusion of its existing articles of association. A draft of the proposed new articles was produced to the Meeting.

4. Declaration of Interests

4.1 In accordance with Section 177 and Section 182 of the Companies Act 2006 and the Articles, each of the Directors present declared the nature and extent of their interests (if any) in the matters to be considered at the Meeting.

4.2 It was noted that, notwithstanding such interests, each Director was entitled to count towards the quorum present and to vote on any of the matters in which they were interested pursuant to article 101.2 of the Articles.

5. Consideration of the Documents

5.1 The Amendment Agreement represents the terms and conditions upon which the Original Lender is prepared to amend and increase the Facilities available to the Original Borrowers.

5.2 The purpose of the Amendment Agreement is to increase the amount of the Facilities available to £92,500,000 and amend the Facilities Agreement as set out in Schedule 3 (*Amendments to Facilities Agreement*) of the Amendment Agreement.

5.3 The Directors then carefully considered the terms and conditions of the Documents. The Directors confirmed their full understanding of the effect of the Documents and their implications for the Company. The Directors were satisfied (after taking into account such contingent and prospective liabilities of the Company under the Documents and such other liabilities as might be relevant under Section 123 of the Insolvency Act 1986 (the “Act”)) that the Company is not unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986 as at the date of the Meeting and would not become so unable in consequence of entering into, or performing its obligations under, the Documents. The Directors were further satisfied that the transactions contemplated by the Documents will materially benefit the Company and will be for the purpose of carrying on its business and that, for such reasons, it will be in the best interests of the Company and the Group to enter into the Documents.

6. Shareholder Approval

6.1 The Chairman noted that it was a requirement of the Amendment Agreement that a resolution of the members of the Company be passed approving, amongst other things, the terms of, and the transactions contemplated by the Documents, the execution and delivery of the Documents. It was also noted that a resolution of the members of the Company be passed approving proposed changes to the articles of association.

6.2 The Meeting was then adjourned to enable shareholders' approval to be sought.

6.3 The Meeting was re-convened and it was reported that the shareholders' written resolution had been proposed and duly passed in accordance with Chapter 2 of Part 13 of the Companies Act 2006.

7. Approval of the Documents

Following full and careful consideration of the detailed terms of the Documents, the Company's rights, obligations and liabilities (actual and contingent) under the Documents, any limit or restriction on any of the Company's powers and any limit or restriction on the right or ability of the Directors to exercise any of the Company's rights and powers under the Documents, the

Directors confirmed their full understanding of the effect and implications for the Company of entering into the Documents and were unanimously of the opinion that:

- 7.1 the entry into the transactions to which the Documents relate and the adoption of the proposed Company's articles of association was most likely to promote the success of the Company for the benefit of its members as a whole, having regard to the significant commercial benefits for the Company (as detailed in paragraph 5 above) that were expected to result from it and to all such other factors as the Directors considered relevant;
- 7.2 all statements of fact and other representations and warranties to be given by the Company in the Documents were correct and could properly be made by the Company; and
- 7.3 the execution and delivery of the Documents by the Company and the exercise of its rights, and the performance of its obligations, under the Documents would not breach or result in any breach of any restriction on its borrowing or other powers or on the right of its Directors to exercise any such powers (whether contained in the constitution (within the meaning of Section 257 of the Companies Act 2006) of the Company or in any other agreement or instrument to which the Company is a party or which is binding on it).

8. Resolutions

Accordingly, **IT WAS RESOLVED THAT:**

- 8.1 the terms and conditions of each of the Documents in the form produced to the Meeting, and the transactions contemplated thereby, be and are hereby approved, subject to such amendments to the Documents (including any amendments in manuscript) as may be considered necessary or desirable and be approved by any Authorised Signatory (as defined below) (such approval to be conclusively evidenced by the execution of that Document);
- 8.2 the Company, in good faith and for the purpose of carrying on its business, adopt the proposed articles of association;
- 8.3 the execution and delivery by the Company of each of the Documents and the exercise by the Company of its rights, and the performance by the Company of its obligations, under the Documents be and are hereby approved;
- 8.4 each Authorised Signatory be and is hereby authorised to execute the Documents on behalf of the Company (the execution of any such Document by an Authorised Signatory being conclusive evidence of the approval of the Company to the terms and conditions of that Document);
- 8.5 each Authorised Signatory be and is hereby authorised to agree the terms and conditions of, and approve, execute and deliver in the appropriate manner, any other documents considered necessary or expedient in connection with the Documents (the execution of any such document by an Authorised Signatory being conclusive evidence of the approval of the Company to the terms and conditions of that Document);
- 8.6 each Authorised Signatory be and is hereby authorised to do all acts and things so as to carry into effect the purposes of the resolutions contained in these Minutes and/or to agree, execute and despatch all or any notices, communications or other documents on behalf of the Company (including, without limitation if relevant, any Utilisation Request) in connection with each of the Documents and the transactions contemplated by the Documents (the execution of any such notices, communications or other documents by an Authorised Signatory being conclusive evidence of the approval of the Company to the terms and conditions of any such notice, communication or document); and

8.7 execution of any Document by any one of the following methods be and is hereby authorised:

8.7.1 where any document is to be executed under hand, execution by any Authorised Signatory; and

8.7.2 where any document is to be executed as a deed within the United Kingdom, execution by any two directors of the Company from time to time or by a director and the company secretary of the Company from time to time or by a director of the Company from time to time in the presence of a witness (in each case in accordance with Section 44 of the Companies Act 2006).

9. Signatories

9.1 **IT WAS RESOLVED** that the following be and are hereby appointed authorised signatories (each an “**Authorised Signatory**”) for the purposes of the resolutions contained in these Minutes:

9.1.1 each of the directors of the Company from time to time and the company secretary of the Company from time to time;

9.1.2 any other person nominated in writing by any director of the Company from time to time to be a new or additional Authorised Signatory for the purposes of the resolutions contained in these Minutes, a copy of such written nomination having been provided to the Company; and

9.1.3 in the case of a document requiring execution by two signatories, any two directors of the Company from time to time or a director and the company secretary of the Company from time to time or any director of the Company from time to time and a witness.

10. General Corporate Authority

10.1 **IT WAS RESOLVED THAT** each Authorised Signatory or the company secretary of the Company from time to time be and is hereby authorised to:

10.1.1 issue and certify as a true, complete and up-to-date copy a copy of the constitutional documents of the Company and to certify from time to time that no changes have taken place in respect of them and that there are no resolutions or other decisions which are included in the constitution (within the meaning of Section 257 of the Companies Act 2006) of the Company that would affect the right of any of its Directors to exercise any corporate powers of the Company in connection with the execution, delivery and performance of each of the Documents;

10.1.2 issue and certify as a true, complete and up-to-date copy a copy of these Minutes and to certify from time to time that each of the resolutions contained in these Minutes has not been amended, varied, modified or revoked and is in full force and effect;

10.1.3 issue a list of Authorised Signatories from time to time and/or certify that no changes have been made to any list of Authorised Signatories and to issue from time to time any other certificate required under the terms of the Documents; and

10.1.4 certify as a true copy any document, a true copy of which is to be delivered by the Company to any person in connection with or pursuant to the Documents.

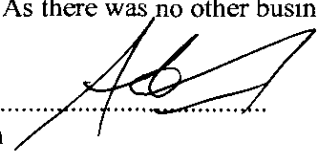
11. Filing

The Company Secretary was instructed to complete all registers and records, and to file all returns with the Registrar of Companies, necessary to effect the matters dealt with at the Meeting.

12. Close of Meeting

As there was no other business, the Chairman then declared the Meeting closed.

Signed
Chairman



Date 23 JUNE 2017

Registered Number: 03481736

MEDIVET GROUP LIMITED
(the “Company”)

PRIVATE COMPANY LIMITED BY SHARES

SHAREHOLDERS’ WRITTEN RESOLUTIONS CIRCULATED ON 23 JUNE 2017
PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006

WHEREAS all terms defined in the Facility Agreement and the Amendment Agreement (each as defined below), have the same meaning when used in these resolutions, unless otherwise defined herein.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the “Act”), the directors of the Company have proposed that resolutions 1, 2 and 3 below are passed as ordinary resolutions of the Company (the “**Written Ordinary Resolutions**”) and resolution 4 below be passed as special resolution of the Company (the “**Written Special Resolution**”) and hereby irrevocably agree in accordance with section 288 of the Act that the said resolutions shall for all purposes be valid and effective as if passed at a general meeting of the Company duly convened and held:

WRITTEN ORDINARY RESOLUTIONS

1. **THAT** the provisions of and the transactions contemplated by:
 - 1.1 an agreement to amend (the “**Amendment Agreement**”) the facilities agreement originally dated 30 January 2017 and made between, amongst others, (1) Medivet Partnership LLP (as “**Parent**”), (2) the parties (including the Company) listed as the Original Borrowers, (3) the parties (including the Company) listed as the Original Guarantors, (4) HSBC Bank plc as the Original Lender, (5) HSBC Bank plc as the Arranger, (6) HSBC Bank plc as the Agent and (7) HSBC Bank plc as the Security Agent (the “**Facilities Agreement**”); and
 - 1.2 a director’s certificate of the Company;
 - 1.3 any other agreement, deed, notice and/or letters in connection with the transactions contemplated by the documents above, or any other Finance Document to which the Company is a party,together the “**Documents**” and individually a “**Document**” and the execution, delivery and performance by the Company (as the case may be) of the Documents be and are hereby approved and is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole.

2. THAT:

- 2.1 the terms and conditions of, and the transactions contemplated by, the Documents and any other documents entered into pursuant thereto, including but not limited to, any borrowing, the provisions of any security, guarantees and indemnities be and are hereby approved, subject to such changes as the Company's directors and/or authorised signatories, in their absolute discretion think fit, notwithstanding any provision of the Company's memorandum of association and articles of association;
 - 2.2 the directors and/or authorised signatories of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provision of the Company's memorandum of association and articles of association or any personal interest of any of the Company's Directors;
 - 2.3 the directors and/or authorised signatories of the Company are authorised to do all things necessary in respect of the Documents and any other related documents, notwithstanding any provisions of the Company's memorandum and articles of association; and
 - 2.4 notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's Directors and/or Secretary the Company's Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for and on behalf of the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit).
3. **THAT THESE RESOLUTIONS** shall have effect notwithstanding any provision of the Company's memorandum of association and articles of association or any personal interest of any director of the Company.

WRITTEN SPECIAL RESOLUTION

4. **THAT** the Articles of Association of the Company are amended so that the following clause shall be included as Article 18

18.1 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article (to the effect that any provision contained in this Article shall override any other provision of these Articles):

18.2 The directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer:

- a) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"); or
- b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any 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 be required to offer the shares which are or are to be the subject of any transfer 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

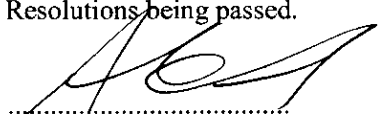
consideration or not. Furthermore, notwithstanding anything contained in these articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of its shares in relation to any transfer referred to in this article.

18.3 Any variation of this Article shall be deemed to be a variation of the rights of each class of shares in the capital of the Company.

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

The undersigned, being the members entitled to vote on the resolutions, at the time the resolutions were circulated, **HEREBY IRREVOCABLY AGREE** to the above Written Ordinary Resolutions and Written Special Resolutions being passed.

Signed



for and on behalf of Medivet Partnership LLP

Date: 23 JUNE 2017

GUIDANCE NOTES:

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EC4N 6AF
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EC4N 6AF
 - **BY FAX:** by faxing the signed copy to 020 7367 2000 marked "For the attention of Ms. Bridget Nichols".
 - **BY E-MAIL:** by attaching a scanned copy of the signed document to an e-mail and sending it to Bridget.Nichols@cms-cmno.com. Please enter "For the attention of Ms. Bridget Nichols" in the email subject box.
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7. Sufficient agreement will have been reached to pass a special resolution if eligible members (i.e. members who were entitled to vote at the time the resolution was circulated) representing not less than 75% of the total voting rights of eligible members signify their agreement to it.