

Company number 07470937

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

The Physicians Clinic Limited (**Company**)

~~March 2015~~

WEDNESDAY



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution 1 below is passed as a special resolution (**Special Resolution**)

**SPECIAL RESOLUTION**

THAT the terms of the contracts

(i) between the Company and DR PAUL ALEXANDER GLYNNE for the purchase by the Company of 51 A ordinary shares of £1 each and 100 B ordinary shares of £1 each in the capital of the Company for a total consideration of £61,000, and

(ii) between the Company and DR HUW LEWIS CLARKE BEYON for the purchase by the Company of 37 A ordinary shares of £1 each and 100 C ordinary shares of £1 each in the capital of the Company for a total consideration of £47,000,

as set out in the contracts attached (**Purchase Contracts**) be approved and the Company be authorised to enter into the Purchase Contracts

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned, a person entitled to vote on the above resolutions on ~~20 APRIL~~ 2015, hereby irrevocably agrees to the Special Resolution

Signed by PAUL ALEXANDER GLYNNE

Date

02/04/15

Signed by HUW LEWIS CLARKE BEYON

Date

2/4/15

Signed by TIMOTHY JOHN STRAWBRIDGE



Date

2ND APRIL 2015

Signed by MICHAEL HANNA



Date

2/4/15 .

**Notes**

1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

**By Hand:** delivering the signed copy to Tim Strawbridge at 13-14 Devonshire Street, London W1G 7A

**Post:** returning the signed copy by post to Tim Strawbridge at 13-14 Devonshire Street, London W1G 7A

**E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Tim Strawbridge at [timstrawbridge@thephysiciansclinic.co.uk](mailto:timstrawbridge@thephysiciansclinic.co.uk)

If you do not agree to the Special Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement

3 Where, by 6<sup>th</sup> April 2015, insufficient agreement has been received for the Special Resolution to pass, it will lapse If you agree to this Special Resolution, please indicate your agreement and notify us as soon as possible

DATED 2/4/2015

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**SHARE BUYBACK AGREEMENT**

between

**DR PAUL ALEXANDER GLYNNE**

and

**THE PHYSICIANS CLINIC LIMITED**

GANNONS  
20-21 JOCKEY'S FIELDS, LONDON WC1R 4BW  
[WWW.GANNONS.CO.UK](http://WWW.GANNONS.CO.UK)

## CONTENTS

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### CLAUSE

1	Interpretation	1
2	Shareholder approval	2
3	Sale and purchase of shares	2
4	Further assurance	2
5	Assignment	2
6	Entire agreement	3
7	Costs and stamp duty	3
8	Variation and waiver	3
9	Counterparts	3
10	Governing law and jurisdiction	4

**THIS AGREEMENT** is dated

2015

**PARTIES**

- (1) DR PAUL ALEXANDER GLYNNE with a service address of 13 – 14 Devonshire Street, London W1G 7AE (**Seller**)
- (2) THE PHYSICIANS CLINIC LIMITED incorporated and registered in England and Wales with company number 07470937 whose registered office is at 13 – 14 Devonshire Street, London W1G 7AE (**Company**)

**BACKGROUND**

- (A) The Seller is the registered holder of 60 A ordinary shares of £1 each and 100 B ordinary shares of £1 each in the capital of the Company
- (B) In order to comply with Competition and Markets Authority investigation and subsequent Order which becomes effective as of 6<sup>th</sup> April 2015 the Seller proposes to transfer 51 A ordinary shares of £1 each and 100 B ordinary shares of £1 each in the capital of the Company (**Shares** and each, a **Share**)
- (C) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement

**AGREED TERMS**

**1. INTERPRETATION**

- 1 1 The definitions and rules of interpretation in this clause and in the background section (above) shall apply in this agreement

**Consideration:** £1,000 per A ordinary share of £1 each and £100 per B ordinary share of £1 each in the capital of the Company

**Encumbrance:** any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement

- 1 2 Clause headings shall not affect the interpretation of this agreement.
- 1 3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1 4 A reference to a **party** shall include that party's personal representatives, successors and permitted assigns

1 5 A reference to **writing** or **written** includes fax but not e-mail (unless otherwise expressly provided in this agreement)

1 6 References to clauses are to the clauses of this agreement

## 2. **SHAREHOLDER APPROVAL**

The sale and purchase of the Shares in accordance with clause 3 is conditional on a resolution of the Company being passed approving the terms of this agreement (**Shareholder Approval**) If Shareholder Approval is not granted on or before 6<sup>th</sup> April 2015, this agreement shall cease to have effect immediately after that date and time

## 3. **SALE AND PURCHASE OF SHARES**

3 1 The Seller agrees to sell, or procure the sale of, the Shares free from Encumbrances for the Consideration and the Company agrees to purchase them and to pay such Consideration to the Seller

3 2 The Seller warrants to the Company that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the legal and beneficial title to the Shares to the Company free from all Encumbrances, without the consent of any other person

3 3 Each party warrants to the other that it has the requisite power and authority to enter into and perform this agreement, and it constitutes valid, legal and binding obligations on that party in accordance with its terms

3 4 Completion of the sale and purchase of the Shares shall take place immediately on execution of this agreement and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the Consideration to the Seller by way of telegraphic transfer for same day value to the Sellers account

## 4. **FURTHER ASSURANCE**

The Seller shall (at the cost of the Company) promptly execute and deliver such documents, perform such acts and do such things as the Company may require from time to time for the purpose of giving full effect to this agreement

## 5. **ASSIGNMENT**

Neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this agreement

**6. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

**7. COSTS AND STAMP DUTY**

Each party shall bear its own costs arising out of the negotiation, preparation and execution of this agreement All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement shall be born by the Company

**8. VARIATION AND WAIVER**

8 1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

8 2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy A waiver of any right or remedy under this agreement or by law is only effective if it is in writing

**9. COUNTERPARTS**

9 1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

9 2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

9 3 No counterpart shall be effective until each party has executed and delivered at least one counterpart

**10. GOVERNING LAW AND JURISDICTION**

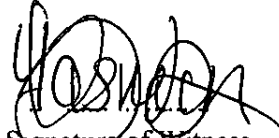
- 10.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

This agreement has been entered into on the date stated at the beginning of it



Signed as a deed by PAUL  
ALEXANDER GLYNNE in the  
presence of

  
PAUL ALEXANDER GLYNNE


  
Signature of Witness

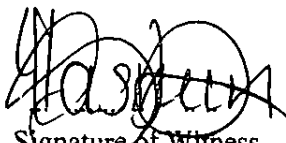
Name of Witness  
(in BLOCK CAPITALS) YASMIN TAYLOR.

Address of Witness 146A VIOLA AVENUE  
STANWELL  
MIDDLESEX  
TW19 7SE.

Occupation of Witness PRACTICE MANAGER.

Executed as a deed by THE  
PHYSICIANS CLINIC LIMITED  
acting by TIM STRAWBRIDGE, a  
director, in the presence of

  
TIM STRAWBRIDGE  
Director

  
Signature of Witness

Name of Witness  
(in BLOCK CAPITALS) YASMIN TAYLOR

Address of Witness 146A VIOLA AVENUE  
STANWELL  
MIDDLESEX  
TW19 7SE

Occupation of Witness PRACTICE MANAGER.

DATED 200 APRIL 2015

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GANNONS  
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2015

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**BACKGROUND**

- (A) The Seller is the registered holder of 46 A ordinary shares of £1 each and 100 C ordinary shares of £1 each in the capital of the Company
- (B) In order to comply with Competition and Markets Authority investigation and subsequent Order which becomes effective as of 6<sup>th</sup> April 2015 the Seller proposes to transfer 37 A ordinary shares of £1 each and 100 C ordinary shares of £1 each in the capital of the Company (**Shares** and each, a **Share**)
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## **3. SALE AND PURCHASE OF SHARES**

3 1 The Seller agrees to sell, or procure the sale of, the Shares free from Encumbrances for the Consideration and the Company agrees to purchase them and to pay such Consideration to the Seller

3 2 The Seller warrants to the Company that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the legal and beneficial title to the Shares to the Company free from all Encumbrances, without the consent of any other person

3 3 Each party warrants to the other that it has the requisite power and authority to enter into and perform this agreement, and it constitutes valid, legal and binding obligations on that party in accordance with its terms

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- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

This agreement has been entered into on the date stated at the beginning of it

Signed as a deed by HUW LEWIS  
CLARKE in the presence of.



Signature of Witness



HUW LEWIS CLARKE

Name of Witness  
(in BLOCK CAPITALS) RAIHAN KESHTMAND


Address of Witness  
FLAT 3 DAWSON COURT  
ATLIP ROAD  
WEMBLEY HA0 4GD

Occupation of Witness EXECUTIVE ASSISTANT

Executed as a deed by THE  
PHYSICIANS CLINIC LIMITED  
acting by TIM STRAWBRIDGE, a  
director, in the presence of



TIM STRAWBRIDGE  
Director



Signature of Witness

Name of Witness  
(in BLOCK CAPITALS) YASMIN TAYLOR

Address of Witness 146A NOLA AVENUE  
STANWELL  
MIDDLESEX  
TW19 7SE

Occupation of Witness PRACTICE MANAGER