

Company number – 07470937

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

The Physicians Clinic Limited (Company)

30<sup>TH</sup> SEPTEMBER 2016 (Circulation Date)

WEDNESDAY



A17 12/10/2016 #262  
COMPANIES HOUSE

**DEFINITIONS**

**CA 2006:** Companies Act 2006

**Directors:** the board of directors of the Company

Pursuant to Chapter 2 of Part 13 of the CA 2006, the Directors of the Company propose that the resolution numbered 1 is passed as a special resolution in accordance with the provisions of CA 2006

**SPECIAL RESOLUTION**

**1. AMENDING ARTICLES OF ASSOCIATION**

1.1 THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the resolution set out in it (**Resolution**)

The undersigned, being a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed by Timothy John Strawbridge

Date

30<sup>TH</sup> SEPTEMBER 2016

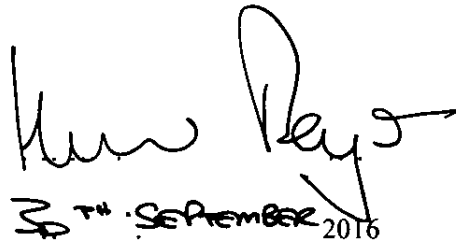
Signed by Paul Alexander Glynn

Date

30<sup>TH</sup> SEPTEMBER 2016

Signed by Huw Lewis Clarke Beynon

Date

  
30<sup>th</sup> SEPTEMBER 2016

## NOTES

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

- **By hand** delivering the signed copy to Timothy John Strawbridge at 13 – 14 Devonshire Street, London W1G 7AE
- **Post** returning the signed copy by post to Timothy John Strawbridge at 13 – 14 Devonshire Street, London W1G 7AE
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to [timstrawbridge@thephysiciansclinic.co.uk](mailto:timstrawbridge@thephysiciansclinic.co.uk) Please enter "Written resolution" in the e-mail subject box

You may not indicate your agreement to the Resolution by any other method

If you do not agree to the 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 Resolution, you may not revoke your agreement

3 Unless, by [28 days after the circulation date above] ~~30<sup>th</sup> SEPTEMBER~~ 2016, sufficient agreement has been received for the Resolution to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

4 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

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**ARTICLES OF ASSOCIATION  
of THE PHYSICIANS CLINIC LIMITED  
(Company Number 7470937)**

(Adopted by Written Resolution passed on 30 September  
2016)

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**Capsticks Solicitors LLP**

**35 Newhall Street**

**Birmingham**

**B3 3PU**

**Tel: 0121 230 1500**

**Fax: 0121 230 1515**

**Ref: MXC/SYD/104237**

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Company Number. 7470937

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**THE PHYSICIANS CLINIC LIMITED**

**(Adopted by written resolution passed on 30 September 2016)**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In these Articles, the following definitions apply

<b>Accounts</b>	in respect of any Accounting Period, the audited accounts of the Company for that Accounting Period (comprising a consolidated balance sheet and a consolidated profit and loss account),
<b>Accounting Period</b>	in relation to the first such period, the period beginning with the date of adoption of these Articles and ending on 31 December 2010 and as regards subsequent such periods, a period ending on a Year End Date,
<b>Act</b>	the applicable provisions of the Companies Act 2006 from time to time in force and as they are supplemented and amended,
<b>Articles</b>	these Articles of association as originally framed or as from time to time altered and the expression " <b>Article</b> " shall be construed accordingly,
<b>A Director</b>	any person who is appointed by the A Shareholders as a director of the Company from time to time pursuant to Article 11.3,
<b>A Shareholders</b>	the holders of A Shares from time to time and at the date of adoption of the Articles being the Founders
<b>A Shares</b>	the A Shares of £1 each being ordinary shares in the capital of the Company,
<b>Auditors</b>	the auditors for the time being of the Company,
<b>Board</b>	the board of directors of the Company from time to time,
<b>B Director</b>	any person who is appointed by the B Shareholders as a director of the Company from time to time pursuant to Article 11.1,
<b>B Shareholders</b>	the holders of B Shares from time to time and at the date of adoption of the Articles being HCA or any HCA Group Company

<b>B Shares</b>	the B Shares of £1 each being ordinary shares in the capital of the Company,
<b>Business Day(s)</b>	a day (which for these purposes ends at 5 30pm) on which banks are open for commercial business in the City of London other than a Saturday or Sunday,
<b>Chairman</b>	the chairman of the Board appointed pursuant to Article 11,
<b>C Director</b>	any person who is appointed by the C Shareholders as a director of the Company from time to time pursuant to Article 11 5,
<b>C Shareholders</b>	the holders of C Shares from time to time,
<b>C Shares</b>	the C Shares of £1 each being ordinary shares in the capital of the Company,
<b>Director</b>	any director of the Company for the time being,
<b>Drag Along Completion</b>	completion of the sale and purchase of the Drag Along Shares and the Selling Shareholders' Shares pursuant to Article 8 6,
<b>Drag Along Notice</b>	has the meaning attributed to such term in Article 8 3,
<b>Drag Along Option</b>	has the meaning attributed to such term in Article 8 1,
<b>Drag Along Shares</b>	has the meaning attributed to such term in Article 8 1,
<b>Founders</b>	together Timothy Strawbridge, Huw Beynon, Paul Glynne and Michael Hanna
<b>HCA</b>	HCA International Limited, a company incorporated in England and Wales (under company number 03020522) whose registered office is at 242 Marylebone Road, London, NW1 6JL,
<b>HCA Consent</b>	the consent or approval of the B Director(s) (including any conditions to which such consent or approval is subject) given in writing or if no B Director(s) is/are appointed, the consent or approval of a majority of the B Shareholders,
<b>HCA Group Company</b>	HCA, any holding company of HCA, any of its subsidiaries from time to time and any subsidiaries of any such holding company and the expression " <b>member of the HCA Group</b> " shall be construed accordingly,
<b>holder</b>	in relation to Shares, means the Shareholder whose name is entered in the Register of Shareholders as the holder of such Shares,

<b>Model Articles</b>	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles,
<b>Offer Notice</b>	has the meaning attributed to such term in Article 8 2,
<b>Offer Price</b>	has the meaning attributed to such term in Article 8 2,
<b>Other Shareholders</b>	has the meaning attributed to such term in Article 8 3,
<b>Permitted Transfer</b>	a transfer of Shares permitted by Article 7 2,
<b>Selling Shareholders</b>	has the meaning attributed to such term in Article 8 1,
<b>Shareholder</b>	a person for the time being registered in the Register of Shareholders as the holder of any Shares,
<b>Shareholders' Agreement</b>	any shareholders' agreement entered into between the Shareholders from time to time in force and governing the operation and management of the Company,
<b>Share(s)</b>	shares in the capital of the Company of any class from time to time,
<b>Third Party Purchaser</b>	a bona fide and arm's length third party purchaser (which for the avoidance of doubt shall not include any HCA Group Company),
<b>Year End Date</b>	31 December or if amended in accordance with the Companies Acts such other date upon which an accounting reference period of the Company ends from time to time

1 2 In these Articles, where the context admits

- (a) words and phrases which are defined or referred to in or for the purposes of the Act have the same meanings in these Articles unless they are already defined within the Articles or the context otherwise requires,
- (b) reference to a gender includes the other gender, and reference to the singular includes the plural and vice versa,
- (c) headings are for ease of reference only and shall not affect the construction or interpretation of these Articles,
- (d) references to legislative provisions shall be deemed to include references to all superseding enactments thereof

1 3 References in these Articles to writing shall include typewriting, printing, lithography, photography, telex and facsimile messages and other means of representing or reproducing words in a legible and non-transitory form

1 4 If and to the extent that any provision of these Articles conflict with the provisions of any Shareholders' Agreement from time to time in force, the terms of such Shareholders' Agreement shall prevail for so long as it is in force

## **2 ADOPTION OF THE MODEL ARTICLES**

2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation

2 2 Model Articles 6(2), 7, 9, 11 to 14 (inclusive), 16, 17, 26(5), 38, 39, 43 and 50 to 51 (inclusive) shall not apply to the Company

2 3 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles"

2 4 Model Article 28(2) shall be amended by the deletion of the word "if" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place

2 5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Model Article 31(1)(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **3 SHARE CAPITAL**

2 1 The share capital of the Company shall be divided into

(a) A Shares being ordinary shares of £1 each,

(b) B Shares being ordinary shares of £1 each, and

(c) C Shares being ordinary shares of £1 each,

## **4 SHARE RIGHTS**

The Shares shall rank *pari passu* in all respects save as otherwise expressly set out in these Articles of Association

### **4 1 Dividends**

The profits of the Company which are available for lawful distribution ("Profits") and which are declared and paid in accordance with these Articles shall be distributed among



the Shareholders pro rata to the number of Shares held by each Shareholder from time to time

#### **4.2 Capital**

On a return of capital on liquidation or capital reduction or otherwise (except in the case of the redemption of Shares of any class or the purchase by the Company of its own Shares), the surplus assets of the Company available for distribution among the Shareholders shall be distributed amongst the Shareholders pro-rata to the number of Shares held by each Shareholder from time to time

#### **4.3 Voting**

- (a) Shareholders shall be entitled to receive notice of and to attend and speak at any general meeting of the Company
- (b) Shareholders who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a poll shall have one vote each for every Share of which such Shareholder is the holder, SAVE THAT on a resolution under section 168 of the Companies Act 2006
  - (i) for the removal of an A Director, the A Shareholders shall have in aggregate twice the number of votes carried by all other Shares, apportioned pro rata as nearly as practicable among the A Shareholders, or,
  - (ii) for the removal of a B Director, the B Shareholders shall have in aggregate twice the number of votes carried by all other Shares, apportioned pro rata as nearly as practicable among the B Shareholders, or
  - (iii) for the removal of a C Director, the C Shareholders shall have in aggregate twice the number of votes carried by all other Shares, apportioned pro rata as nearly as practicable among the C Shareholders

#### **5 VARIATION OF RIGHTS**

Whenever the capital of the Company is divided into different classes of Shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up with the consent in writing of the holders of more than three-fourths of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that

- (a) the necessary quorum shall be persons at least holding or representing by proxy one third in nominal value of the issued Shares of the class,
- (b) any holder of Shares of the class present in person or by proxy may demand a poll,

- (c) at any adjourned meeting of such holders one holder present in person or by proxy (whatever the number of Shares held by him) shall be a quorum, and
- (d) the holders of Shares of the class shall, on a poll, have one vote in respect of every Share of the class held by them respectively

## **6 ISSUE OF SHARES**

- 6 1 Subject to Articles 6 2, and 6 3, and to the provisions of any Shareholders' Agreement in force from time to time, before the allotment and issue of any Shares those Shares shall be offered to the holders of the Shares in proportion (as nearly as may be) to the nominal amount of their existing holdings of the Shares at the time of the proposed Share issue. The offer shall be made by notice specifying the number and class of Shares offered and the price per Share and a time (not being less than 10 Business Days or greater than 15 Business Days) within which the offer if not accepted will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person(s) to whom the offer is made that he/they decline(s) to accept the Shares offered or any of them, the Board shall offer the Shares declined in the like manner (save that the minimum period for acceptance may be 5 Business Days and the maximum 10 Business Days) to the other holders of Shares who have agreed to invest in all the Shares offered to them in proportion (as nearly as may be) to the nominal amount of their existing holdings of Shares (of whatever class). If the Shares comprised in such further offer are declined or deemed to be declined the further offer shall be withdrawn.
- 6 2 If all or any of the Shares to which Article 6 1 applies are not taken up in accordance with the provisions of Article 6 1 the Board may offer such Shares to a third party and subject to these Articles and the provisions of the Companies Acts such Shares shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, **PROVIDED THAT**
- (a) no Shares shall be issued at a discount to their nominal value,
  - (b) no Shares to which Article 6 1 applies shall be issued more than 60 Business Days after the expiry of the period for acceptance to the last offer of such Shares made under Article 6 1 unless the procedure set out in Article 6 1 is repeated in respect of such Shares, and
  - (c) no Shares shall be issued at a price less than that at which they were offered to the Shareholders in accordance with Article 6 1 and (if the Board are proposing to issue such Shares wholly or partly for non-cash consideration) the cash value of such consideration for the purposes of this Article 6 2(c) shall be as reasonably determined by the Auditors whose determination shall be final and binding on the Company and each of the Shareholders
- 6 3 Section 561 and section 562 of the Companies Act 2006 (or such provisions as subsequently restated or enacted) shall not apply to the Company
- 6 4 Notwithstanding any other provision of this Article 6, there shall be no limitation or restriction on the allotment or issue of any Shares to the extent that such allotment or issue is permitted by and is effected in accordance with the terms of any Shareholders' Agreement from time to time in force

## **7 TRANSFER OF SHARES**

### **7.1 General Provisions as to transfers of Shares**

- (a) Notwithstanding any other provision in these Articles, the Board may refuse to register the transfer of any Shares
  - (i) on which the Company has a lien,
  - (ii) purported to be made otherwise than in accordance with or as permitted by these Articles,
- (b) The transferor of any Shares shall remain the holder of the Shares concerned until the name of the transferee is entered into the Register of Shareholders in respect thereof
- (c) For the purpose of these Articles the following shall be deemed (but without limitation) to be a transfer by a Shareholder of Shares
  - (i) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself, and
  - (ii) any sale or any other disposition of any legal or equitable interest in a Share or the granting of any mortgage or charge or any other security interest over any Share and whether or not for consideration or otherwise and whether or not effected by an instrument in writing

### **7.2 Permitted Transfers**

The Board shall refuse to register the transfer of any Shares save

- (a) as permitted or required pursuant to any Shareholders' Agreement from time to time in force or as otherwise agreed in writing by the Shareholders unanimously, and
- (b) as required pursuant to this Article 7.2, Article 8 (Drag Along Rights), and
- (c) subject to Article 8, any B Shareholder may transfer B Shares freely at any time and without restriction, and

### **7.3 Re-designation of Shares**

On the transfer of any Share as permitted by these Articles

- (a) save where agreed otherwise, a Share transferred to a non-Shareholder shall remain of the same class as before the transfer, and
- (b) a Share transferred to a Shareholder shall automatically be re-designated on transfer as a Share of the same class as those Shares already held by the Shareholder,

if no Shares of a class remain in issue following a re-designation under this paragraph, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, Shareholders of that class or directors appointed by that class

## **8 DRAG ALONG RIGHTS**

8.1 If the B Shareholders (acting unanimously or not at all) (together the "**Selling Shareholders**") wish to transfer all or a certain proportion of their Shares to a Third Party Purchaser, then, subject always to satisfaction of this Article **Error! Reference source not found.**, they shall have the option (the "**Drag Along Option**") to require, in accordance with this Article all of the Other Shareholders to transfer all or the same proportion of the Other Shareholders' Shares (the "**Drag Along Shares**") as the Selling Shareholders with full title guarantee

8.2 Before the Selling Shareholders shall issue a Drag Along Notice they shall give notice in writing to all of the Other Shareholders of the terms upon which the Third Party Purchaser is proposing to acquire Shares from the Selling Shareholders (the "**Offer Notice**") The Offer Notice shall specify the Third Party Purchaser and the price per Share (the "**Offer Price**") which the Third Party Purchaser has indicated it is prepared to offer for the entire issued share capital of the Company

8.3 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (a "**Drag Along Notice**") to all the other holders of the Shares (the "**Other Shareholders**") A Drag Along Notice shall specify that the Other Shareholders are required to transfer all or a certain proportion of their Shares in the Company to the Third Party Purchaser, the price at which the Shares are to be transferred, the proposed date of Transfer and the identity of the Third Party Purchaser

8.4 A Drag Along Notice shall be irrevocable and shall lapse if for any reason the Selling Shareholder shall not sell its Shares to the Third Party Purchaser within 30 days after the date of the Drag Along Notice

8.5 The Other Shareholders shall be obliged to sell their Shares in the Company at the price specified in the Drag Along Notice which shall be the highest Offer Price which the Third Party Purchaser has indicated it is prepared to offer for the entire issued share capital of the Company

8.6 Completion of the sale of the Other Shareholders' Shares in the Company shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares

8.7 If any of the Other Shareholders fails to complete the sale of any of its Shares pursuant to this Article 8, or otherwise fails to take any action required of it, any person so authorised by the Board with HCA Consent may accept the offer on behalf of the Other Shareholders in question, or undertake any action required in order to effect the transfer or otherwise give effect to the terms of this Article 8 In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf, and against

- (a) receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Third Party Purchaser, who will not be bound to see to the application of it), and

- (b) compliance by the Third Party Purchaser and, where relevant, the Company with all other terms set out in the Offer Notice,

deliver such transfer(s) to the Third Party Purchaser (or its nominee) The Board will then authorise registration of the transfer(s) and of the Third Party Purchaser (or its nominee) as the holder of the Shares so transferred After registration, the title to the Third Party Purchaser (or its nominee) as registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person The Other Shareholder will in such a case be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholder will be entitled to receive the purchase price for such Shares

## **9 GENERAL MEETINGS**

- 9 1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business Two persons, being Shareholders present in person or by proxy or a duly authorised representative of a corporation shall be a quorum at any general meeting Notwithstanding the foregoing and so long as any Shares are held by any HCA Group Company, there shall be no quorum unless there shall be present, in person or by proxy or by a duly authorised representative, the holders for the time being of more than 50% of all of the shares held in aggregate by the HCA Group Companies If no such quorum is so present then the meeting shall stand adjourned for a period of not less than 5 Business Days to such time and place as the Board shall agree and notify to the Shareholders If no such Shareholder is so present at the adjourned meeting then subject to the foregoing provisions of this Article the Shareholders then present in person or by proxy or by duly authorised representatives shall constitute a quorum
- 9 2 With respect to any resolution in writing, in the case of a corporation which holds any Shares, the signature of any director or the company secretary thereof shall be deemed to be a signature of the corporation which holds Shares
- 9 3 All business shall be deemed special that is transacted at a general meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the audited accounts and the reports of the Directors and the Auditors and the appointment, and the fixing of the remuneration of the Auditors
- 9 4 The instrument appointing the proxy shall be effective if such appointment is brought to the attention of the chairman of the meeting at any time prior to the taking of any vote (whether on a show of hands or on a poll) (including after the commencement of the meeting) A Proxy shall be entitled to vote on a show of hands
- 9 5 The chairman shall not be entitled to exercise any second or casting vote
- 9 6 A Director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company

## **10 ACCOUNTS AND ANNUAL GENERAL MEETINGS**

Every Financial Year of the Company shall commence on 1 January and end on 31 December in the same year. The Directors shall cause to be prepared Accounts in accordance with the provisions of the Act.

## **11 APPOINTMENT OF DIRECTORS**

- 11.1 For as long as there are any A Shareholders, the A Shareholders acting by a majority decision may at any time and on more than one occasion appoint up to two (2) persons to be A Directors and at any time and on more than one occasion remove one or more such A Director(s) from office. The maximum number of A Directors that can be appointed at any time shall be two (2).
- 11.2 Any appointment or removal of an A Director shall be in writing served on the Company signed by parties representing a majority of the A Shareholders and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 11.3 For as long as there are any B Shareholders, the B Shareholders may (acting unanimously or not at all) at any time and on more than one occasion appoint up to two (2) persons to be B Directors and at any time and on more than one occasion remove one or more such B Director(s) from office. The maximum number of B Directors that can be appointed at any time shall be two (2).
- 11.4 Any appointment or removal of a B Director shall be in writing served on the Company signed by the B Shareholders (acting unanimously or not at all) and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 11.5 For as long as there are any C Shareholders, the C Shareholders may (acting unanimously or not at all) at any time and on more than one occasion appoint up to one (1) person to be a C Director and at any time and on more than one occasion remove such C Director from office. The maximum number of C Directors that can be appointed at any time shall be one (1).
- 11.6 Any appointment or removal of a C Director shall be in writing served on the Company signed by the C Shareholders (acting unanimously or not at all) and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 11.7 A Director who is also a Shareholder shall automatically and immediately cease to be a director of the Company in the event that such Shareholder is in breach of any Shareholders' Agreement from time to time in force in circumstances such that such Shareholders' Agreement is terminated with respect to such Shareholder.
- 11.8 A Director appointed by a Shareholder shall automatically and immediately cease to be a director of the Company in the event that the party having appointed such Director as a director of the Company ceases to be a Shareholder.

## **12 APPOINTMENT OF THE CHAIRMAN**

- 12 1 The Directors shall nominate one of their number to be the Chairman. If the Chairman is unable to attend any Board meeting then the Directors present at the meeting shall be entitled to resolve to appoint one of their number to act as chairman in his place at such meeting.
- 12 2 The Chairman shall not have a second or casting vote at a meeting of the Board.

## **13 ALTERNATE DIRECTORS**

- 13 1 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 13 2 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.
- 13 3 Any Director who proposes to appoint an alternate director shall give notice in writing to the Chairman not less than 72 hours prior to the time of commencement of the relevant board meeting including details of the proposed alternate director. Where an A Director or a C Director proposes to appoint an alternate director, such Director shall (save where such proposed alternate is either an existing Director or Shareholder) obtain prior HCA Consent to such alternate director being appointed.

## **14 PROCEEDINGS OF DIRECTORS**

- 14 1 The quorum for the transaction of business of the Board shall be two Directors of whom at least one must be an A Director and one must be a B Director. Each A Director and each B Director shall be entitled to one vote provided that in the event that any of the B Directors are not present at a meeting of the Board, the B Director(s) that is/are present shall alone or together be deemed to have been appointed as his alternative director and shall be entitled to cast extra vote(s) (in addition to their own vote) equal to one vote for each B Director who is not present.
- 14 2 Save as otherwise provided in these Articles or in the Shareholders' Agreement all decisions at meetings of the Board shall require a majority vote of the voting members of the Board entitled to attend and vote thereon.
- 14 3 If any meeting of the Board is inquorate (by virtue of either an A Director or a B Director not being present) then the meeting will be adjourned (and all directors will be given notice of such adjournment) for the consideration of the same business until the same time on the same day at the same place the next following week.
- 14 4 Any Director or his alternate may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

14 5 Meetings of the Board shall be convened by the Chairman at such times as may be required by the Chairman or by any two of the A Directors and the B Directors. Not less than fifteen Business Days' prior notice of a proposed meeting of the Board shall be given and not less than five Business Days prior to the date of the meeting an informative agenda of the business to be transacted will be circulated with all relevant supporting papers. Any Director may propose agenda items for consideration at a meeting of the Board provided that such items are notified to the Chairman at least ten Business Days in advance of a meeting of the Board. The Board may waive any notice period by unanimous resolution of a quorate meeting.

14 6 As an alternative to a resolution passed at a duly convened meeting of the Board a resolution of the Board shall be validly passed if the text of the resolution has been signed (in person or by facsimile) or approved (in writing or by facsimile) either

(a) unanimously by the Directors, or

(b) by Directors representing a majority of voting members of the Board provided that

(i) at a duly convened meeting of the Board such majority would have formed a quorum and would have been entitled, in accordance with these Articles or any Shareholders' Agreement, to determine the proposed resolution, and

(ii) a notice of the text of the proposed resolution has been sent to all of the Directors requiring a response within a period specified in the notice (such period being not less than five Business Days after the date of the notice) and no resolution shall take effect under this Article 14 6 until the expiry of such period.

14 7 Each Director shall be entitled to supply details of any business transacted at any meetings of the Board and any other information received by him in his capacity as a member of the Board to the Shareholder(s) having appointed such Director or to the professional advisers of the same.

14 8 Save with HCA Consent

(a) the Board shall not delegate any of its powers to a committee, and

(b) meetings of the Board shall not be held outside the United Kingdom.

14 9 The Directors may determine the respective voting rights of the Directors on individual matters where such determination is required in accordance with the terms of a Shareholders' Agreement.

## **15 DIRECTORS' INTERESTS**

### **15.1 Directors' Conflicts of Interests**

(a) For the purposes of section 175 of the Companies Act 2006, the Board may authorise any matter proposed to it in accordance with these Articles which would otherwise involve a breach of duty by a Director under that section, including, without limitation, any matter which relates to a situation in which a director has,



or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company

- (b) Any such authorisation will be effective only if such Director is in any way (whether directly or indirectly) interested in a matter, arrangement or transaction, or proposed arrangement or transaction, with the Company such person shall declare the nature of such interest either
  - (i) at the first Board meeting at which such matter, transaction or arrangement is discussed, or
  - (ii) if he was not present at that meeting, at the next meeting at which it is discussed, or
  - (iii) in the case where the person becomes interested after the matter has been resolved upon, or the arrangement or transaction has already been entered into, at the first Board meeting held after he becomes so interested

and, for the purposes of this Article (b), a general notice given to all the members of the Board that an Director is to be regarded as having an interest of the nature and extent set out in the notice, in any matter, transaction or arrangement in which a specified person or class of persons is interested, shall be deemed to be adequate disclosure that that person has an interest in such matter, transaction or arrangement of the nature and extent so notified

- (c) The Board may make any such authorisation subject to any limits or conditions (whether at the time of the giving of the authorisation or afterwards) and may at any time vary or terminate such authorisation
- (d) For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties
- (e) A Director shall not, by reason of his office, be liable to account to the Company for any profit, remuneration or other benefit derived as a result of any matter authorised by the Board in accordance with the terms of this Article and no contract, arrangement, transaction or proposal entered into by the Director in relation to such matter shall be avoided on the grounds of any such interest or benefit
- (f) Where a Director's relationship with another person, firm or body corporate (in this Article "**the Third Party**") has been approved by the Board in accordance with the terms of this Article and for so long as such relationship gives rise to a conflict, or possible conflict, of interest, the Director shall not be in breach of his duties under sections 171 to 177 Companies Act 2006 in the event that he
  - (i) does not disclose to the Board (or to any director, officer or employee of the Company) any information obtained, otherwise than in his capacity as a director of the Company, as a result of his relationship with the Third Party in circumstances where he owes a duty of confidentiality to the Third Party,

- (ii) does not use such information in the performance of his duties as a director of the Company, or
- (iii) does not attend meetings of the Board at which any matter relating to the conflict, or possible conflict, of interest is to be discussed (or does not otherwise discuss such matter)

**15 2 Director's interests in business to be transacted**

Without prejudice to the obligation of any Director to disclose his interest in accordance with the provisions of Article 15 1, in respect of any matter, arrangement or transaction in which he is in any way interested, he may, save as otherwise agreed by a majority of the Directors, nevertheless vote at and be taken into account for the purposes of a quorum of any Board meeting at which such matter, arrangement or transaction is to be discussed

15 3

**16 NOTICES**

16 1 Any notices to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board

16 2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender

16 3 Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left