

Company number: 06593374



PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

PATHOLOGY SERVICES LIMITED (the Company)

Circulation Date: 12 March 2021

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution is proposed as a special resolution (the **Resolution**).

THAT the Company be directed to enter into the following agreements in the following capacities:

on behalf of the Company

- a Members' Agreement relating to Viapath Group LLP to be entered into between (i) Guy's & St Thomas' NHS Foundation Trust, (ii) KCH Commercial Services Limited, (iii) King's College Hospital NHS Foundation Trust, (iv) the Company, (v) Labco UK Group Limited, (vi) Synlab Limited and (vii) Viapath Group LLP (the "**Members' Agreement**");
- a Buy-In Agreement to be entered into between (i) KCH Commercial Services Limited, (ii) Labco UK Group Limited, (iii) King's College Hospital NHS Foundation Trust, (iv) Guy's & St Thomas' NHS Foundation Trust, (v) the Company, (vi) Viapath Analytics LLP, (vii) Viapath Services LLP and (viii) Viapath Group LLP (the "**Buy-In Agreement**");
- a Completion Agreement to be entered into between (i) KCH Commercial Services Limited, (ii) Labco UK Group Limited, (iii) King's College Hospital NHS Foundation Trust, (iv) Guy's & St Thomas' NHS Foundation Trust, (v) the Company, (vi) Viapath Analytics LLP, (vii) Viapath Services LLP, (viii) Viapath Group LLP and (ix) Synlab Limited (the "**Completion Agreement**");
- a written members' consent (for the purposes of clause 16.7 of the Members' Agreement in respect of Viapath Group LLP) authorising each of the Company and KCH Commercial Services Limited (being the only other member in Viapath Group LLP) to bind Viapath Group LLP in respect of any and all agreements proposed to be entered into by Viapath Group LLP in connection with the sale to the Synlab group of a majority interest in Viapath Group LLP and the subsequent award of new pathology services and managed laboratory services agreements to other subsidiary entities of the Viapath Group (as part of the SEL Pathology procurement) (the "**Transaction**");
- a written members' approval in respect of the entry of Viapath Analytics LLP into any and all agreements in connection with the Transaction and authorising each of the Company and KCH Commercial Services Limited (being members of Viapath Analytics LLP) to bind Viapath Analytics LLP in respect of such agreements;
- a written members' approval in respect of the entry of Viapath Services LLP into any and all agreements in connection with the Transaction and authorising each of the Company and KCH Commercial Services Limited (being members of Viapath Services LLP) to bind Viapath Services LLP in respect of such agreements;

on behalf of Viapath Group LLP in its capacity as a member of Viapath Group LLP

- *the Members' Agreement;*
- *the Buy-In Agreement;*
- *the Completion Agreement;*
- *a Royalty Agreement to be entered into between (i) Guy's & St Thomas' NHS Foundation Trust, (ii) King's College Hospital NHS Foundation Trust and (iii) Viapath Group LLP;*
- *a written members' approval in respect of the entry of Viapath Analytics LLP into any and all agreements in connection with the Transaction and authorising each of the Company and KCH Commercial Services Limited (being members of Viapath Analytics LLP) to bind Viapath Analytics LLP in respect of such agreements;*
- *a written members' approval in respect of the entry of Viapath Services LLP into any and all agreements in connection with the Transaction and authorising each of the Company and KCH Commercial Services Limited (being members of Viapath Services LLP) to bind Viapath Services LLP in respect of such agreements;*

on behalf of Viapath Analytics LLP in its capacity as a member of Viapath Analytics LLP

- *the Buy-In Agreement;*
- *the Completion Agreement;*
- *a GSTT VA Workforce Agreement to be entered into between (i) Viapath Analytics LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a King's VA Workforce Agreement to be entered into between (i) Viapath Analytics LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a GSTT Pathology Services Agreement to be entered into between (i) Viapath Analytics LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a King's Pathology Services Agreement to be entered into between (i) Viapath Analytics LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a GSTT Clinical Services Agreement to be entered into between (i) Viapath Analytics LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a King's Clinical Services Agreement to be entered into between (i) Viapath Analytics LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a Framework Agreement to be entered into between (i) Viapath Analytics LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*

on behalf of Viapath Services LLP in its capacity as a member of Viapath Services LLP

- *the Buy-In Agreement;*
- *the Completion Agreement;*
- *a GSTT VS Workforce Agreement to be entered into between (i) Viapath Services LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a King's VS Workforce Agreement to be entered into between (i) Viapath Services LLP and (ii) King's College Hospital NHS Foundation Trust;*

- *a GSTT Laboratory Services Agreement to be entered into between (i) Viapath Services LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a King's Laboratory Services Agreement to be entered into between (i) Viapath Services LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a Guy's Property Licence to be entered into between (i) Viapath Services LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a St Thomas' Property Licence to be entered into between (i) Viapath Services LLP and (ii) Guy's & St Thomas' NHS Foundation Trust;*
- *a Denmark Hill Property Licence to be entered into between (i) Viapath Services LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a PRUH Property Licence to be entered into between (i) Viapath Services LLP and (ii) King's College Hospital NHS Foundation Trust;*
- *a Lease to be entered into between (i) Guy's & St Thomas' NHS Foundation Trust, (ii) Synlab Limited, (iii) Viapath Services LLP and (iv) Jupiter Friars Limited;*
- *an Agreement for Lease to be entered into between (i) Guy's & St Thomas' NHS Foundation Trust, (ii) Synlab Limited, (iii) Viapath Services LLP, (iv) Jupiter Friars Limited and (v) Kennedy Wilson Europe Real Estate Limited;*
- *a LIMS Services Agreement to be entered into between (i) Viapath Services LLP, (ii) Guy's & St Thomas' NHS Foundation Trust and (iii) King's College Hospital NHS Foundation Trust; and*
- *a Synlab Services Agreement (Sub-Contract) to be entered into between (i) Viapath Services LLP and (ii) IPP Facilities Ltd,*

and the directors of the Company be directed to take all steps necessary to enter into such agreements, consents and approvals and any director and, in the case of any document requiring execution as a deed, any two directors or any one director and the company secretary or any director (duly witnessed) be authorised and directed for and on behalf of the Company, to sign under hand or execute as a deed (as appropriate), such agreements and any further deeds or documents which may need to be signed or executed and to do all such other acts and things necessary (whether on behalf of the Company (i) on its own account, (ii) as a member of Viapath Group LLP, (iii) as a member of Viapath Analytics LLP or (iv) as a member of Viapath Services LLP) in order to give effect to the Transaction.

AGREEMENT

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

The undersigned, being the sole person entitled to vote on the Resolution, hereby irrevocably agrees to the Resolution.

Robert Drummond

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**Guy's and St Thomas' Enterprises
Limited**

Date: 12 March 2021

NOTES

1. If you agree with the 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 The Directors at F04 Gassiot House, St Thomas' Hospital, Westminster Bridge Road, London SE1 7EH.

Post: returning the signed copy by post to The Directors at F04 Gassiot House, St Thomas' Hospital, Westminster Bridge Road, London SE1 7EH.

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 the date falling 28 days from the date of circulation of this Resolution, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

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.