



DATED

MEMBERS' AGREEMENT

SUFFOLK GP FEDERATION CIC

gotelee
SOLICITORS

31/41 ELM STREET
IPSWICH IP1 2AY
REF: PS/LB/79084.3.7

THIS DEED is dated

PARTIES

Those persons whose names and addresses are set out in Schedule 1 (**Members**).

BACKGROUND

- (A) Suffolk GP Federation CIC (**Federation**) incorporated and registered in England and Wales with registered number 6183049 whose registered office is at Riverside Clinic, 2 Landseer Road, Ipswich, IP3 0AZ.
- (B) Each Member is the registered owner of the shares in the capital of the Federation as set out opposite their name in Schedule 1.
- (C) The Members have agreed to enter into this agreement for the purpose of regulating the exercise of their rights in relation to the Federation and for the purpose of certain commitments set out in this agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions shall apply in this agreement.

Act: the Companies Act 2006.

Articles: the articles of association of the Federation as amended or superseded from time to time.

Associated Person: in relation to a party, a person (including an employee, agent or subsidiary) who performs services on behalf of that party.

Board: the board of directors of the Federation as constituted from time to time.

Business: has the meaning given in clause 2.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Chairman: the chairman of the Federation from time to time appointed in accordance with clause 6.8.

Confidential Information: has the meaning given in clause 14.1

Director: a GP Director, or a PM Director or a Non-GP Director

Eligible Person: has the meaning given in clause 4.1.

Encumbrance: any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights or commitment to give or create voting rights) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, title retention or any other security agreement or arrangement.

GP Director: any director of the Federation who is (a) a general practitioner registered with the General Medical Council and holding a valid licence to practice and (b) either a single-handed general medical practitioner Member or a partner in a partnership which is a Member.

Locality: each of the following areas or groupings –

- Commissioning Ideals Alliance,
- Bury/Blackbourne,
- Deben Health Group,
- Forest Health/Mildenhall,
- Haverhill/Sudbury,
- Ipswich; and
- Suffolk Brett Stour.

Member: the general medical practitioners and partnerships of general medical practitioners who are the beneficial owners of Shares in the Federation and **Members** means all of them together.

Member Consent: the prior written consent of the holders for the time being of not less than 70% of the total voting rights exercisable in general meetings of the Federation (excluding, where relevant, a Member who is the subject of a particular Member Consent).

Nolan Principles: the 7 principles of public life first published on 31 May 1995 by the Committee on Standards in Public Life and known as the Nolan Principles.

Nominee: any person who may from time to time be registered as the legal holder of any Share on behalf of and on trust for a Member.

Non-GP Director: any director of the Federation who is (or is employed or engaged by) a Member, but is not a GP Director or a PM Director.

Practice: a general medical practice carried on in the Locality.

PM: a practice manager of a Member.

PM Director: the post of a director filled by a PM.

Sessional Doctors: a general practitioner who is on the Suffolk Performers List of sessional doctors.

Shares: the ordinary shares of £1.00 each in the capital of the Federation.

National Performers List: A list of Medical performers maintained by NHS England

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail unless otherwise expressly provided in this agreement.
- 1.12 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 References to clauses and Schedules are to the clauses of and Schedules to of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Unless the context otherwise requires, words and expressions defined in the Articles shall have the same meaning when used in this agreement.

2. BUSINESS OF THE FEDERATION

- 2.1 The business of the Federation is that of a strengthening, supporting and developing primary care services primarily in Suffolk, subject to variation from time to time in accordance with clause 3 and *paragraph 4* of Schedule 1 (**Business**).
- 2.2 The Federation is a 'not for profit' and any financial surpluses will be used to further the objectives of the Federation.
- 2.3 The Federation will not pay any dividends or otherwise return any capital to its Members, provided that nothing in this agreement shall prevent any payment in good faith by the Federation of:-
- (a) reasonable and proper remuneration to any Director for services rendered to the Federation; and
 - (b) reasonable expenses of any Director properly incurred in the discharge of their responsibilities in relation to the Federation, as provided for in article 24 of the Articles.

3. MEMBER UNDERTAKINGS

- 3.1 Each Member shall, for as long as he holds any Shares:
- (a) use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a Member of the Federation) that the Federation shall not take any of the actions set out in Schedule 2 without Member Consent;
 - (b) act in the spirit of working together and reflect the objects of the Federation;
 - (c) nominate a lead representative;
 - (d) agree to communicate with the Federation and to share relevant data with all other Members;
 - (e) allow the Federation to access its practice manager to facilitate the Business of the Federation;
 - (f) act with courtesy in all dealings with any other Members and the Board.
 - (g) in the event that it accepts a proposal from the Federation to implement it as soon as reasonably practicable and each Member will use reasonable endeavours to follow the directions of the Board; and
 - (h) where the Federation agrees to provide a service, the Members agree to assist in its delivery.

- 3.2 When a Member fails to comply with its obligations and having been notified in writing of such breach by the Federation fails to remedy the breach within three months, it shall cease to be a Member of the Federation and the provisions of clause 4.6 will apply.

4. NEW MEMBERS

- 4.1 No person shall be eligible to hold Shares unless he or it is a sole GP practitioner or a GP Partnership holding a GMS, PMS, or APMS Contract (or any primary care contract which may be developed in the future) for the provision of list-based services (“an **Eligible Person**”), or is a Nominee holding shares on behalf of an Eligible Person..
- 4.2 An Eligible Person may apply for membership in writing to the Board confirming who its authorised representatives is and providing such evidence as the Board may reasonably require of their eligibility and their representative’s appointment.
- 4.3 The Board has sole discretion to approve any application for membership.

5. TRANSFER OF SHARES

- 5.1 No Member shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share, except as permitted by this agreement or otherwise with Member Consent.
- 5.2 No Member shall transfer any Shares but shall, subject to the Companies Act, have the right to require the Federation to redeem its shares.
- 5.3 A Member (**Seller**) wishing to redeem Shares shall give notice in writing to the Federation of such redemption specifying the number of Shares to be redeemed (**Redemption Request**).
- 5.4 Following receipt of a Redemption Request in accordance with clause 5.3, the Federation must redeem those Shares within 5 days (**Redemption Date**).
- 5.5 On the Redemption Date the Federation shall pay the total price of one pence per Share (regardless of the subscription price paid by such Member) and the Shares so redeemed will be cancelled.
- 5.6 A Member is deemed to have served a Redemption Request under clause 5.3 immediately before any of the following events:
- (a) an arrangement or composition being made with the Member’s creditors, or where the Member otherwise takes the benefit of any statutory provision for the time being in force for the release of insolvent debtors; or
 - (b) the Member ceases to be an Eligible Person; or

- (c) the Members passing a resolution by Member Consent to remove a Member; or
 - (d) the Member fails, in the reasonable opinion of the Federation, to remedy a material breach of any obligation of the Members under this agreement within three months of notice to remedy the breach being served on it by the Federation.
- 5.7 A deemed Redemption Request shall be treated as having specified that the Member wishes to redeem all of the Shares held by it. The total price to be paid for all Shares held by a Member in the event of a deemed Redemption Request will be one pence.
- 5.8 Forthwith upon a deemed Redemption Request being deemed to be served under clause 5.6, the Shares subject to that request shall cease to confer on the holders of them any rights to vote and to participate in any meetings of the Members.

6. THE BOARD

- 6.1 The appointment, dismissal and conduct of the Board shall be regulated in accordance with this agreement and the Articles.
- 6.2 The Board has responsibility for the supervision and management of the Federation and its Business, subject to clause 3.1(a).
- 6.3 The Board will comply with the Nolan Principles.
- 6.4 There shall be no minimum number of directors, the maximum number of directors of the Board holding office at any one time shall be 16 and, unless there are no candidates willing to stand from a particular Locality, the Board will be comprised of at least one GP Director from each Locality.
- 6.5 No person may be a director of the Federation if he is a member of a governing body or clinical advisory group or a member or an executive of a clinical commissioning group (or any future NHS commissioners) and unless he is an individual and is:-
- (a) a Member; or
 - (b) employed or engaged by a Member; or
 - (c) is employed or engaged by the Federation as [CEO].
- 6.6 Subject to clause 6.5, the Board will be comprised of at least:
- (a) nine GP Directors);
 - (b) three PM Directors;
 - (c) a CEO to be appointed by the Board;

- (d) up to three Non-GP Directors.
- 6.7 If at any time the GP Director posts or the PM Director posts are not filled, then a GP may fill a PM Director post and a PM may fill a GP Director post.
- 6.8 The Board will elect the Chair and Vice-Chair. Once appointed the Chair and Vice-Chair will serve for a 2 year term, subject to clause 6.9;
- 6.9 If more than half of the then appointed Board request an election for the position of Chair or Vice-Chair such election must take place within one month of such request.
- 6.10 The Chairman shall not have a casting vote. If the Chairman for the time being is unable to attend any meeting of the Board, the directors are entitled to appoint another director to act as Chairman at the meeting. The posts of CEO, Chairman and Vice-Chairman must be held by different individuals.
- 6.11 Meetings of the Board will be convened and held at least once every month, except for August, in each year.
- 6.12 Directors must attend a minimum of nine Board meetings a year and if they are absent for more than two meetings in any twelve month period a written explanation must be provided to the Board.
- 6.13 The quorum for a meeting of the Directors shall be eight Directors present where there are thirteen or more Directors appointed. If there are less than thirteen Directors appointed, then the quorum shall be not less than 60% of the then number so appointed.
- 6.14 The Federation shall reimburse any Director appointed pursuant to the Articles in accordance with its existing policy with the reasonable costs and any out of pocket expenses incurred by the Director in respect of attending meetings of the Federation or carrying out authorised business on behalf of the Federation.
- 6.15 Minutes of each Board meeting will be circulated to the Board within 1 month of each meeting and to Members on request.
- 6.16 For the avoidance of doubt all appointments of senior staff (being those who report directly to the CEO and/or Directors) must be approved by the Board and one Non-Executive Director must be in attendance at a senior staff interview.
- 6.17 A Director who is unable to attend a meeting shall be entitled to leave a proxy vote (which shall be given in writing) to one of the Directors who is to attend the meeting.
- 6.18 A Director shall not be eligible to vote or to count in the quorum in respect of any resolution concerning any matter in respect of which the Member of which the relevant Director is principal, a partner or an employee has expressed an interest (which has not been withdrawn).

7. APPOINTMENT OF DIRECTORS AND TERMINATION OF APPOINTMENT

- 7.1 It is agreed that the term of office for each Director shall be as set out in their service agreement or, where there is no agreement or it is silent on this point Directors will be elected for a period of three years, after which time they will be eligible to be nominated for re-election.
- 7.2 If there is only one proposed candidate in each Locality, that individual will automatically be elected.
- 7.3 In the event that there is more than one proposed candidate for each Locality, voting will be on the following basis:
- (a) in respect of each GP Director vacancy every GP on the National Performers List and working in primary healthcare within Suffolk will have one vote for each GP Director vacancy per Locality being contested.;
 - (b) in respect of each PM Director, each Member will have one vote for each PM Director vacancy per Locality being contested.
- 7.4 The candidate with the most votes for each Locality will be declared elected;
- 7.5 In the event that Members representing at least half the total number of patients in all of the Localities request the Board to hold an election of the Board, the Board must convene such election at a special meeting of the Members such meeting to be held within 2 months of such request whereby the entire Board shall stand for re-election.
- 7.6 A GP Director shall immediately vacate his office if:-
- (a) being a single-handed general medical practitioner Member he ceases to be an Eligible Person and does not meet the provisions of clause 6.5; or
 - (b) being a partner in a Member partnership:-
 - (i) he ceases for any reason to be a partner or an employee of or engaged by an Eligible Person; or
 - (ii) the partnership in which he is a partner ceases to be an Eligible Person; or
 - (c) his term of office expires without his being re-elected; or
 - (d) a Majority of the Shareholders pass a resolution for his removal.
- 7.7 A PM Director and a Non-GP Director shall immediately vacate his office if:-
- (a) he ceases for any reason to be employed or engaged by an Eligible Person; or

- (b) the partnership in which he is employed or engaged ceases to be an Eligible Person; or
- (c) his term of office expires without his being re-elected; or
- (d) a Majority of the Shareholders pass a resolution for his removal.

8. SUB-COMMITTEES

- 8.1 The Board may at any time at its discretion set up other sub-committees for the purpose of assisting in the administration and management of the Federation.
- 8.2 Candidates for sub-committees must be proposed and seconded by other members of the Board.
- 8.3 The Board will propose terms of reference for each sub-committee as appropriate.

9. ACCOUNTING, BUSINESS PLAN AND INFORMATION RIGHTS

- 9.1 The Federation shall at all times maintain accurate and complete accounting and other financial records.
- 9.2 The Federation shall prepare a business plan for the Federation for each financial year.

10. DEED OF ADHERENCE

- 10.1 The Members shall procure that the Federation shall not issue any Shares to any person, unless that person is an Eligible Person and a party to this agreement or has executed and delivered a deed of adherence in the form set out in Schedule 3.

11. TERMINATION

- 11.1 Subject to clause 11.2, this agreement shall terminate:
 - (a) when a resolution is passed by the Members or creditors of the Federation, or an order is made by a court or other competent body or person instituting a process that shall lead to the Federation being wound up and its assets being distributed among the Federation's creditors, Members or other contributors; or
 - (b) the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Federation or the making of any arrangement with the creditors of the Federation for the affairs, business and property of the Federation to be managed by a supervisor; or
 - (c) when, as a result of transfers of Shares made in accordance with this agreement or the Articles, only one person remains as legal and beneficial holder of the Shares.

- 11.2 On termination of this agreement, the following clauses shall continue in force:
- (a) Clause 1 (Interpretation);
 - (b) This clause 11;
 - (c) Clause 13 (No partnership);
 - (d) Clause 14 (Confidentiality);
 - (e) Clause 15 (Notices);
 - (f) Clause 16 (Severance);
 - (g) Clause 17 (Variation and waiver);
 - (h) Clause 18 (Assignment and other dealings);
 - (i) Clause 19 (Costs and expenses);
 - (j) Clause 20 (Entire agreement); and
 - (k) Clause 23 (Governing law and jurisdiction).
- 11.3 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of any of the parties that have accrued up to the date of termination, including the right to claims damages in respect of any breach of the agreement which existed at or before the date of completion.
- 11.4 Where, following an event referred to in clause 11.1(a), the Federation is to be wound up and its assets distributed, the parties shall agree a suitable basis for dealing with the interests and assets of the Federation and shall endeavour to ensure that, before dissolution:
- (a) all existing contracts of the Federation are performed to the extent that there are sufficient resources;
 - (b) the Federation shall not enter into any new contractual obligations; and
 - (c) the Federation's assets are distributed as soon as practical.

12. STATUS OF THIS AGREEMENT

- 12.1 Each Member shall, to the extent that he is able to do so, exercise his voting rights and other powers of control lawfully available to him as a member of the Federation to procure that the provisions of this agreement are properly and promptly observed and given full force and effect according to the spirit and intention of the agreement.
- 12.2 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Articles, the provisions of this agreement shall prevail as between the parties.
- 12.3 Each Member shall, when necessary, exercise his powers of voting and any other rights and powers lawfully available to him as a Member of the Federation

to amend, waive or suspend a conflicting provision in the Articles to the extent necessary to permit the Federation and its Business to be administered as provided in this agreement.

13. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute any party the agent of another party.

14. CONFIDENTIALITY

14.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction:

- (a) no party shall at any time disclose to any person (other than his professional advisers) the terms of this agreement or any trade secret or other confidential information relating to the Federation or to any Member, or make any use of such information other than to the extent necessary for the purpose of exercising or performing his rights and obligations under this agreement;
- (b) no party shall make, or permit any person to make, any public announcement, communication or circular concerning this agreement without Member Consent.

15. NOTICES

15.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's address, or sent by fax to that party's fax number, in each case as specified in clause 15.2. (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).

15.2 The addresses for service of notices are as set out in Schedule 1 to this agreement or as advised by the Member to the Federation from time to time.

15.3 A party may change his details for service of notices as specified in clause 15.2 by giving notice to the other parties. Any change notified pursuant to this clause 15 shall take effect at 9.00 am on the later of the date (if any) specified in the notice as the effective date for the change or five Business Days after deemed receipt of the notice.

15.4 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 15 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting unless, in each case, such deemed receipt would occur outside business hours (meaning 9.00

am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur at 9.00 am on the day when business next starts in the place of deemed receipt (and, for the purposes of this clause 15, all references to time are to local time in the place of receipt).

- 15.5 This clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16. SEVERANCE

- 16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17. VARIATION AND WAIVER

- 17.1 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of each party for the time being.
- 17.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- 17.3 A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 17.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 A party that waives a right or remedy provided under this agreement or by law in relation to one person, or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

18. ASSIGNMENT AND OTHER DEALINGS

- 18.1 No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of his rights and obligations under this agreement (or any other document referred to in it) without Member Consent (such consent not to be unreasonably withheld or delayed).
- 18.2 Each party confirms that he is acting on his own behalf and not for the benefit of any other person.

19. COSTS AND EXPENSES

19.1 Except as expressly provided in this agreement, each party shall pay his own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this agreement (and any documents referred to in it).

20. ENTIRE AGREEMENT

20.1 This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this agreement (and any documents referred to in it), he does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. THIRD PARTY RIGHTS

21.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

22. COUNTERPARTS

22.1 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.

23. GOVERNING LAW AND JURISDICTION

23.1 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.

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



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

Schedule 1

Members

	Shareholder	Ordinary £1 Shares
SBS	The Country Constable Practice (East Bergholt)	2,643
SBS	Bildeston Health Centre	1,585
SBS	Needham Market Country Practice	2,835
SBS	Mendlesham Medical Group	1,639
SBS	Holbrook & Shotley Practice	1,838
SBS	Hadleigh Boxford Group Practice	3,239
SBS	Combs Ford Surgery	2,310
SBS	Eye Health Centre	1,364
SBS	Barham & Claydon Surgery	397
SBS	Stowhealth	3,811
SBS	Fressingfield Medical Centre	1,052
SBS	Ixworth Surgery	1,274
DHG	Framfield House Surgery, Woodbridge	830
DHG	Jonathan Haigh	415
DHG	Richard Verrill	415
DHG	Phil Weeks	415
DHG	The Peninsula Practice	694
DHG	Debenham Group Practice	1,545
DHG	Little St John's St Surgery, Woodbridge	1,125
DHG	Framlingham Medical Practice	1,689
DHG	Wickham Market Medical Centre	1,737
CIA	Howard House Surgery (Felixstowe)	1,325
CIA	Church Farm Surgery (Aldeburgh)	746
CIA	The Grove Medical Centre (Felixstowe)	2,762
CIA	Saxmundham Health	1,615
CIA	Martlesham Heath Surgery	1,086
CIA	Haven Health Surgery (Felixstowe)	1,196
CIA	The Birches Medical Centre (Kesgrave)	1,434
CIA	The Leiston Surgery	1,212
CIA	Walton Surgery (Felixstowe)	579
IPSCOM	Felixstowe Road Medical Practice	1,476
IPSCOM	Burlington Road Surgery	2,319
IPSCOM	Ivry Street Medical Practice	1,507
IPSCOM	The Chesterfield Drive Practice	1,475
IPSCOM	Two Rivers Medical Centre	3,519
IPSCOM	Deben Road Surgery	1,094

IPSCOM	The Derby Rd Practice	2,205
IPSCOM	Hawthorn Drive Surgery	1,072
IPSCOM	The Norwich Road Surgery	1,358
IPSCOM	Barrack Lane Medical Centre	2,036
IPSCOM	The Dr Solway and Dr Whale Practice	694
IPSCOM	Orchard Medical Practice	1,777
IPSCOM	Landseer Road Practice	472
IPSCOM	Ravenswood Medical Practice	2,126
WEST	Botesdale Health Centre	1,153
WEST	Brandon Medical Practice	761
WEST	Haverhill Family Practice	1,864
WEST	Clare Guildhall Surgery	699
WEST	Christmas Maltings & Clements Surgery	2,398
WEST	Forest Group Practice	911
WEST	Glemsford Surgery	649
WEST	Guildhall and Barrow Surgery, Bury	1,527
WEST	Mount Farm Surgery, Bury	1,809
WEST	Oakfield Surgery, Newmarket	873
WEST	Orchard House Surgery, Newmarket	1,321
WEST	Rookery Medical Centre, Newmarket	2,008
WEST	Swan Surgery	1,426
WEST	Victoria Surgery, Bury	1,499
WEST	Wickhambrook Surgery	589
WEST	Woolpit Health Centre	1,856
WEST	Hopton & Stanton Surgeries	617
WEST	Lakenheath Surgery	677
WEST	White House Surgery, Mildenhall	857
WEST	Angel Hill Surgery, Bury	1,974

Schedule 2
Matters requiring Member Consent

1. Except as provided in clause 12.2, vary in any respect its Articles.
2. Alter any of the rights attaching to the shares in its issued share capital from time to time.
3. Alter its name or registered office.
4. Change the nature of its Business.
5. Enter into any arrangement, contract or transaction:
 - (a) which is outside the normal course of the Business; or
 - (b) which is otherwise than on arm's length terms.
6. Grant any rights (by licence or otherwise) in or over any intellectual property owned or used by the Federation.
7. Incur any borrowings in excess of £1 million in aggregate from time to time other than from its bankers in the ordinary and usual course of business, or issue any loan capital.
8. Make any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or give any guarantee (other than in the normal course of trading) or indemnity.
9. Amalgamate or merge with any other company or business undertaking.
10. Pass any resolution for its winding up or present any petition for its administration (unless it has become insolvent).
11. Acquire or dispose of the whole (or part) of the undertaking of any other person.
12. Dispose of the whole (or any significant part) of the Federation's undertaking.
13. Merge the Federation (or any part of its business) with any other person or propose to do so.
14. Allow the Federation to cease (or propose to cease) to carry on its business.
15. Vary the rights attaching to any class of Shares.



Schedule 3

Deed of Adherence

.....
Practice name

.....
Name of Authorised Partner

Signed as a deed by Authorised
Partner in the presence of:

.....
SIGNATURE

.....
SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION OF WITNESS