

Company No 04220587

The Companies Act 1985 and 1989

Private Company Limited by Shares

COMMUNITY HEALTH PARTNERSHIPS LIMITED
(the "Company")

WRITTEN RESOLUTION

In accordance with section 381A Companies Act 1985 we, being the sole member of the Company who would, at the date of this resolution have been entitled to vote on the resolution herein if it had been proposed at a general meeting at which we were present, RESOLVE in writing on the date of hereof as a Special Resolution:

THAT the Articles of Association of the Company be amended by the addition of the new Article 11 set out in the Appendix to this resolution.

Signed.....*P Coates*.....

Duly authorised for and on behalf of the
Secretary of State for Health

Name: Peter Coates

Designation: Director of Finance - Investment

Date: 05/12/2008

TUESDAY



A14 *A4D0U518* 384
09/12/2008
COMPANIES HOUSE

11.4 Authorisation is given by the members of the Company for the time being on the terms of these Articles to each Director for the time being (including any alternate) in respect of any Conflict Situation that exists as at the date of adoption of these Articles or that subsequently arises because (in either case) the Director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, or has been appointed by any Relevant Member Entity (**Member Conflict Authorisation**). The Conflict Authorisation Terms applicable to the Member Conflict Authorisation (**Member Conflict Authorisation Terms**) are automatically set by this Article 11.4 so that the Director:

(a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a Director of the Company or as its employee or agent or in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Member Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a Director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and

(b) may (but shall be under no obligation to):

(i) absent himself from the discussions of, and/or the making of decisions;

(ii) make arrangements not to receive documents and information,

relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the Director concerned in accordance with the Member Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 CA 2006.

11.5 In this article 11 **Relevant Member Entity** means:

(a) any registered holder of shares in the Company (**Member**);

(b) any body corporate in which a Member holds for the time being or has ever held or are or may become obliged (whether or not contingently) to make or acquire any investment (whether debt, equity or otherwise); and

(c) any other body corporate which is in the same group as any Member or with whom the Member (or a member of its group) has or is proposing or considering having any business or commercial dealings or relationship.

Appendix

11. Directors' power to authorise conflict situations

11.1 For the purposes of section 175 of the Companies Act 2006 (**CA 2006**), the Directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these articles which would, or might, if not so authorised, constitute or give rise to a situation in which a Director (**a Relevant Director**) has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (**a Conflict Situation**). Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised.

11.2 Where Directors give a Conflict Authorisation:

- (a) the terms of the Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded);
- (b) the Directors may revoke or vary such authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation; and
- (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject.

11.3 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 11.1) provision that:

- (a) where the Relevant Director obtains (other than in his capacity as a Director of the Company or as its employee or agent or, if the Directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a Director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party;
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the Directors or otherwise) and be excused from reviewing documents and information prepared by or for the Directors to the extent that they relate to that matter; and
- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the relevant matter,

and anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 11.1) will not constitute a breach by him of his duties under sections 172 to 174 CA 2006.