

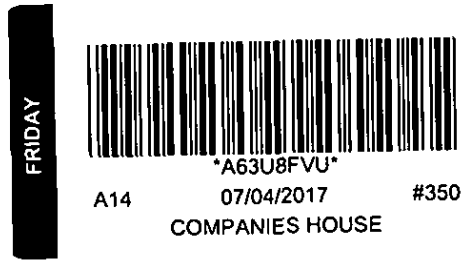
Company number 07851084

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

YORKSHIRE HEALTH SOLUTIONS LIMITED (Company)



Circulation Date *4 April* 2017

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

SPECIAL RESOLUTION

That the existing Articles of Association of the Company be modified by disapplying Article 14 of the Model Articles and substituting it with a new article 14 in the terms set out in the Schedule to this resolution.

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 *4 April* 2017, hereby irrevocably agrees to the Special Resolution:

Signed by NIGEL WELLS

[Signature]
.....
4/4/17
.....

Date

Signed by JOHN BRITTENDEN

[Signature]
.....
4/4/17
.....

Date

Signed by RICHARD ROBINSON

[Signature]
.....

Date 4/4/17

Signed by NICHOLAS SPENCER 

Date 4/4/17

Signed by PAUL TURNER 

Date 4/4/17

NOTES

1. If you agree to 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 N Wells at Carrwood Park Swillington Common Farm Selby Road Leeds LS15 4LG;
- **Post:** returning the signed copy by post to N Wells at Carrwood Park Swillington Common Farm Selby Road Leeds LS15 4LG.

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 from the circulation date, 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. 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.

SCHEDULE

14. Directors' conflicts of interests

14.1 For the purposes of this Article 14, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

14.2 The directors may, in accordance with the requirements set out in this Article 14, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).

14.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.

14.4 Any authorisation under this Article 14 will be effective only if:

14.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

14.4.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and

14.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

14.5 Any authorisation of a Conflict under this Article 14 may (whether at the time of giving the authorisation or subsequently):

14.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

14.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

14.5.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

14.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

14.6.1 disclose such information to the directors or to any director or other officer or employee of the company; or

14.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

14.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

14.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

14.7.2 is not given any documents or other information relating to the Conflict;

14.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

14.8 Where the directors authorise a Conflict:

14.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

14.8.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

14.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

14.10 Subject to the applicable provisions for the time being of the Companies Act 2006 and to any terms, limits and/or conditions imposed by the directors in accordance with Article 14.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Act 2006, a director notwithstanding his office:

14.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested;

14.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the company, in which he is in any way directly or indirectly interested;

14.10.3 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be

entitled to remuneration for professional services as if he were not a director;

14.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, anybody corporate promoted by the company or in which the company is otherwise interested; and

14.10.5 shall not, by reason of his office, be accountable to the company for any benefit which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of the Companies Act 2006.