



FOUR SEASONS HEALTH CARE PROPERTIES (CARE HOMES) LIMITED

(the "Company")

WRITTEN RESOLUTIONS OF SOLE SHAREHOLDER

We, the undersigned, being the sole member of the Company who, at the date of these written resolutions are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby signify, pursuant to section 381A of the Companies Act 1985, our assent to the passing of the resolutions set out below to the effect that such resolutions shall be deemed to be valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

The sole member of the Company hereby passes the following resolutions:

1. **THAT** the accession to, entry into or performance by the Company of its obligations under the Documents (as defined below) is in the best interests and for the corporate benefit of the Company.
2. **THAT** the terms of the transactions contemplated by the entry into by the Company of, and the performance of the Company of its obligations under, the following documents are hereby approved:
 - (a) an accession letter in relation to a £1,348,000,000 senior term and revolving facilities agreement between, *inter alios*, Fino Seniorco Limited ("**Seniorco**") as Borrower and Guarantor (each as defined therein) and Credit Suisse, London Branch ("**Credit Suisse**") as Arranger, Agent and Security Trustee (each as defined therein), dated 31 August 2006 (the "**Senior Facilities Agreement**");
 - (b) an accession letter in relation to a £60,000,000 PIK facility agreement between, *inter alios*, Seniorco as Borrower and Guarantor (each as defined therein) and Allianz Capital Partners Holding GmbH as Agent and ACP Vermoegensverwaltung GmbH & Co KG Nr. 3 and ACP Beteiligungstreuhand GmbH as Original Lenders (each as defined therein), dated 31 August 2006 (the "**Allianz PIK Facility Agreement**");
 - (c) an accession letter in relation to a £165,000,000 PIK facility agreement between, *inter alios*, Seniorco as Borrower and Guarantor (each as defined therein) and The Royal Bank of Scotland plc as Lead Arranger and Agent (each as defined therein) and Royal Bank Investments Limited as Lender (as defined therein), dated 31 August 2006 (the "**RBS PIK Facility Agreement**");
 - (d) an accession letter in relation to an intercreditor agreement between, amongst others, Seniorco and Credit Suisse, dated 31 August 2006 (the "**Intercreditor Agreement**");
 - (e) an English law security deed between, amongst others, the Company and Credit Suisse, pursuant to which the Company will grant fixed and floating charges over its assets and undertaking in favour of Credit Suisse as Security Trustee (as defined in the Intercreditor Agreement) for the Secured Creditors (as defined in the Intercreditor Agreement) to secure the discharge of the Secured Liabilities (as defined therein);

- (f) a Scots law standard security deed to be entered into by the Company, pursuant to which the Company will grant a standard security over the Security Subjects (as defined therein) in favour of Credit Suisse as Security Trustee (as defined in the Intercreditor Agreement) for the Secured Creditors (as defined in the Intercreditor Agreement) to secure the payment and discharge of the obligations owed by each Obligor (as defined in the Intercreditor Agreement) to the Secured Creditors (as defined in the Intercreditor Agreement);
- (g) a Scots law assignment of rental income to be entered into by the Company, pursuant to which the Company will assign its whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to it in terms of the lease or leases of the Property (as defined therein), to and in favour of the Security Trustee (as defined in the Intercreditor Agreement) for the Secured Creditors (as defined in the Intercreditor Agreement) to secure the discharge of the Secured Liabilities (as defined therein); and
- (h) an intra-group loan agreement between, amongst others, the Company and Seniorco pursuant to which the Company will commit to making loans available to Seniorco in order to service the obligations under each of the Senior Facilities Agreement, the Allianz PIK Facility Agreement and the RBS PIK Facility Agreement (the "**Intra-Group Loan Agreement**")

(together, the "**Documents**").

3. **THAT:**

- (a) any director or the secretary of the Company (or, in the case of any document to be executed by the Company under seal or as a deed any director and the secretary of the Company or any two directors) be authorised to execute the Documents on behalf of the Company, with such amendments thereto as such officer(s) or person shall in his absolute discretion think fit; and
- (b) any director or the secretary of the Company, either singly or with any other director or the secretary of the Company in the case of a deed, be authorised to execute and do all such acts, deeds, documents, certificates and notices as he may consider expedient in connection with the execution or performance by the Company to or of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith.

4. **THAT** these resolutions shall have effect notwithstanding any provision of the Company's articles of association.

Signed by its duly authorised representatives.

Signed:



for and on behalf of

FOUR SEASONS HEALTH CARE PROPERTIES LIMITED

Date: 19 October 2006