

Active Opco Limited ("Company")

**WRITTEN RESOLUTION**

**PURSUANT TO**

**CHAPTER 2, PART 13, COMPANIES ACT 2006**

**DATED 21 AUGUST 2008**

We, the undersigned, being the sole member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as ordinary resolutions of the Company pursuant to Chapter 2, Part 13 of the Companies Act 2006 and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as ordinary resolutions at a general meeting of the Company duly convened and held

**ORDINARY RESOLUTIONS**

- 1 That the entering into of the documents listed in the appendix attached to this written resolution and the transactions contemplated thereby ("**Documents**"), which the Company is proposing to enter into in connection with the banking facilities provided to the group of companies of which the Company is a member, be and are hereby approved (copies of such Documents having been supplied to the members of the Company prior to the signing of this written resolution), subject to such changes as the Company's directors, in their absolute direction, think fit
- 2 That the entering into of the Documents and the performance of the obligations thereunder are in the best interests of and of commercial benefit to the Company and will promote the success of the Company for the benefit of its members as a whole
- 3 That the amendments to the Articles of Association of the Company as set out in the appendix be and are hereby approved



Signed authorised signatory of  
Active Care Partnerships (Holdings) Limited



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## APPENDIX TO WRITTEN RESOLUTION OF

**Active Opco Limited**

**(COMPANY NO. 6088380)**

The entry into by the Company (as relevant) of the following documents

- 1 An accession letter pursuant to which the Company would accede in the capacity of a guarantor and a chargor to a facilities agreement ("**Facilities Agreement**") dated 6 June 2007, as amended and restated on 29 February 2008 and as further amended on 24 July 2008, between (1) Southern Cross Healthcare Group PLC as parent, (2) the companies identified therein as original borrowers, (3) the companies identified therein as original guarantors, (4) Barclays Capital as arranger and book runner, (5) the financial institutions identified therein as original lenders and (6) Barclays Bank PLC as agent, security agent, issuing bank and in various other capacities, it being noted that such agreement contains a guarantee from the Company of the obligations of the Obligor under the Finance Documents (as each term is defined therein) and that in relation to that guarantee the Company gives an express confirmation to the Finance Parties (as defined therein) that it intends that such guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be available from time to time, and any fees, costs and/or expenses associated with the forgoing
- 2 An accession deed to a debenture dated 29 February 2008 between (1) Barclays Bank PLC as security agent (2) Southern Cross Healthcare Group PLC (3) the Company and (4) the Chargors (as defined therein) pursuant to which the Company would covenant to pay and discharge the Secured Sums (as defined therein) and would create fixed and floating charges over all its assets and undertaking by way of security for the Secured Sums (as defined therein)
- 3 Any other document or information required to be delivered by Barclays Bank PLC in its capacity as Agent or Security Agent pursuant to the Facilities Agreement



The following amendments to the Company's Articles of Association

4 The insertion of the following wording at the end of Article 10

"Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer

- (a) is to any Secured Party, or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of such shares) to a Secured Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares

For the purposes of this Article "**Secured Party**" means any bank or financial institution (including, without limitation, Barclays Bank PLC) to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf "

**Active Opco Limited**

**(COMPANY NO.6088380)**

**WRITTEN RESOLUTIONS: CIRCULATED ON 21 AUGUST 2008**

**Note: This document is important and requires your immediate attention.**  
Please read the explanatory statement to members before signifying your agreement to the resolutions in this document

**EXPLANATORY STATEMENT TO MEMBERS**

**1. Nature of written resolutions**

This document contains proposed written resolutions of The Portland Group (N E ) Limited for approval by you as a member of the Company Each resolution is proposed as an ordinary resolution and requires members holding more than 50 per cent of the total voting rights of members entitled to vote on the resolution to vote in favour of it to be passed

**2. Period to approve written resolutions**

If the Company has not received the necessary level of members' agreement to pass the resolutions by 17 SEPTEMBER 2008 (being 28 days from the date the resolutions were first circulated to members), the resolutions will lapse

**3. Action required if you wish to approve the resolutions:**

- 3 1 Please signify your agreement to the resolutions by completing your details and signing and dating the document in the space provided and returning it to the Company by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the Company secretary"

**Once you have signified your agreement to the resolutions, you cannot revoke it.** Please ensure that your agreement reaches us no later than the close of business on 17 SEPTEMBER 2008 Please note that you can only agree to all of the resolutions and not some only Any document or reply which purports to approve some only of the resolutions will be treated as a vote against all of the resolutions

- 3 2 If you are signifying agreement to the resolutions 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 to the Company at the same time as you signify your agreement to the resolutions and in any event by no later than the close of business on 17 SEPTEMBER 2008

**4. Action required if you do not wish to agree to the resolutions:**

You do not have to do anything Failure to respond will not be treated as agreement to the resolutions



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