

## ROBINSON HEALTHCARE GROUP LIMITED

Company number 07713893

("Company")

### WRITTEN RESOLUTION

Circulation Date: \_30 September \_ 2021

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("Act"), the directors of the Company propose that the following resolutions are passed as ordinary resolutions ("Ordinary Resolutions") (together, the "Resolutions").

### ORDINARY RESOLUTIONS

1. That the terms of, and transactions contemplated by, the documents referred to below to which the Company is a party be and are hereby approved:
  - (a) a deed of accession pursuant to which the Company would accede to
    - (i) a senior facilities agreement originally dated 4 September 2019, made between, amongst others, (1) Verna Group Equityco Limited as the parent, (2) the companies listed in part I of schedule 1 thereto as original borrowers, (3) the companies listed in part II of schedule 1 thereto as original guarantors, (4) Pemberton Debt Holdings UK S.à r.l., Pemberton EMMDF II Holdings S.à r.l., Pemberton EMMDF II (B) Holdings S.à r.l., Pemberton EMMDF II (C) Holdings S.à r.l., Pemberton EMMDF II (E) Holdings S.à r.l. and HSBC UK Bank PLC as the arrangers, (5) the financial institutions listed in part III of schedule 1 thereto as original lenders, (6) Lucid Agency Services Limited as facility agent; and (7) Lucid Trustee Services Limited as security agent (the "Security Agent") and as amended and restated on 14 February 2020 pursuant to an amendment and restatement deed dated 8 February 2020 and as further amended and restated on 10 July 2020 pursuant to an amendment and restatement agreement dated 9 July 2020, and as further amended and restated on 2 March 2021 pursuant to an amendment and restatement deed dated 1 March 2021 (the "Senior Facilities Agreement"), pursuant to which the Lenders thereunder would make, or had made, available certain term loans and revolving credit facilities; and
    - (ii) an intercreditor agreement originally dated 4 September 2019 and entered into between, amongst others, the Lenders pursuant to which certain liabilities and securities of the Group owed to, and granted in favour of the Lenders, would be ranked, as amended and restated from time to time (the "Intercreditor Agreement");
  - (b) a debenture accession deed pursuant to which the Company would accede to a confirmatory debenture security document dated 1 March 2021, relating to a debenture dated 10 September 2019 originally entered into between, amongst others, (1) Vienna Holdco Limited; and (2) the Security Agent, and under which the Company would create certain security over the whole of its assets and undertakings in favour of the

Security Agent for its own obligations and those of the other members of the Group in relation to the Senior Facilities Agreement; and

- (c) any other document to be entered into in connection with or ancillary to the Finance Documents,

(together, the "Documents"), together in each case with such amendments, variations and modifications thereto as any director of the Company may approve from time to time.

2. That notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, any one of the directors of the Company, and in the case of any document to be executed as a deed, any two authorised signatories (as defined in section 44(3) of the Companies Act 2006) or any one director in the presence of a witness who attests their signature, be and are hereby empowered, authorised and directed to complete, enter into, execute, deliver and perform the obligations set out in the Documents (in such manner and subject to such amendments, variations and modifications as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document)).
3. That the execution, delivery and performance of the Documents, with such amendments, variations and modifications as any director of the Company may approve in his absolute discretion, will be for the benefit of the Company for the purpose of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole.
4. That Vienna Holdco Limited be appointed to act as agent of the Company in connection with the Documents.

#### SPECIAL RESOLUTION

5. That the articles of association of the Company be amended by the insertion of a new Article to be numbered in the following terms (and these articles renumbered accordingly):

##### Transfers to Secured Institutions

- 8.17 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

- 8.17.1 is to any bank or institution to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a Lender, or agent and trustee for a group of banks or institutions or otherwise), or to any nominee of such a bank or institution (a "Secured Institution");
- 8.17.2 is delivered to the Company for registration by a Secured Institution in order to perfect its security over the shares; or
- 8.17.3 is executed by a Secured Institution pursuant to the power of sale or other power 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 Institution, and no Secured Institution, and no receiver or manager appointed by or on behalf of a Secured Institution shall be required to offer the shares which are or are to be the subject of any transfer aforesaid 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.

- 8.18 Any lien over the shares howsoever arising which the Company has shall not apply in respect of any shares which have been charged by way of security to, or otherwise in favour of, a Secured Institution or which are transferred in accordance with the provisions of this Article.

#### Agreement to written resolution

We, the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution:

Name of corporate member:	VERNA GROUP INTERNATIONAL LIMITED  ..... Block capitals please	
Name and position of signatory:	Nicola Boulton CFO  ..... Block capitals please	
Signed by authorised person on behalf of corporate member:	<div> <div>DocuSigned by:</div>  <div>FEAC6645BCFB45E...</div> </div> .....	