

Company No 08326796

Written Resolutions of Signature Lessee Limited (the "Company")

Circulation Date. 28 FEBRUARY 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, it is proposed that the following ordinary and special resolutions (together the "Resolutions") be passed

Ordinary Resolutions

- 1 THAT notwithstanding any existing provisions of the memorandum or the articles of association or any personal interest of any of the directors of the Company, the entry by the Company into the following documents to which it is proposed the Company be a party (together, the "Documents"), having regard to the granting of security, giving of guarantees and other obligations contained therein, be and are hereby approved for all purposes
 - (i) an acquisition facility agreement entered into between, amongst others, SIPL FINCO S A R L (the "Senior Lender") and SSL Group (UK) Ltd (the "Purchaser") (the "Senior Facility Agreement"),
 - (ii) an accession deed to the Senior Facility Agreement, such accession deed to be entered into between the Senior Lender, the Purchaser, the Company and each entity acceding thereby,
 - (iii) an acquisition facility agreement entered into between, amongst others, the Mezzanine Lender and the Purchaser (the "Mezzanine Facility Agreement"),
 - (iv) an accession deed to the Mezzanine Facility Agreement, such accession deed to be entered into between, amongst others, the Mezzanine Lender, the Purchaser, the Company and each entity acceding thereby,
 - (v) an intercreditor deed entered into between, amongst others, the Senior Lender, the Mezzanine Lender and the Purchaser (the "Intercreditor Agreement"),
 - (vi) an accession deed to the Intercreditor Agreement, such accession deed to be entered into between the Senior Lender, the Mezzanine Lender, the Company and each entity acceding thereby, and
 - (vii) an accession undertaking to the Intercreditor Agreement, such accession undertaking to be entered into between the Senior Lender, the Mezzanine Lender, the Company and each entity acceding thereby
- 2 THAT the terms of the transactions contemplated by the Documents are for the commercial benefit, and in the best interests, of the Company and hereby approved for all purposes
- 3 THAT the directors of the Company be and are hereby authorised to consider and approve the terms of, and the transactions contemplated by, the Documents and to authorise the execution, delivery and performance of the Documents with such amendments to them as they (or any such other person(s) authorised by the directors of the Company in respect thereof) in their absolute discretion think fit

42033586 v3

SATURDAY



A4AY4I37

A20

04/07/2015

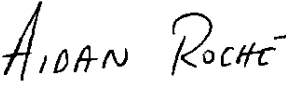

#27

COMPANIES HOUSE

- 4 THAT the directors of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provisions of the Company's memorandum of association and articles of association or any personal interest of any of the Company's directors

Agreement to Ordinary Resolutions

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

Name of member	Signature Senior Lifestyle Finance Limited	
Name of director	 <i>AIDAN ROCHE</i> <i>Block capitals please</i>	
Signed by a director for and on behalf of the member		Dated 24/2/15

Special Resolution

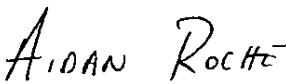

- 4 THAT the draft articles attached hereto be and are by this Resolution adopted as the articles of association of the Company in substitution for, and to the exclusion of, all the existing articles of association of the Company.

Please read the Notes below before signifying your agreement to the Resolutions

The undersigned, being an "eligible member" (as defined in section 289 of the Companies Act 2006) and entitled to vote on the Resolutions on the circulation date specified above, hereby irrevocably agrees to the Resolutions

Agreement to Special Resolutions

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

Name of member	Signature Senior Lifestyle Finance Limited	
Name of director	 <i>Block capitals please</i>	Dated 24/2/15
Signed by a director for and on behalf of the member		

NOTES

- 1 You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of the Resolutions. If you agree with all of the Resolutions, 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 Tim Rickard at Fieldfisher, Riverbank House, 2 Swan Lane, London, EC4R 3TT

Post returning the signed copy by post to Tim Rickard at Fieldfisher, Riverbank House, 2 Swan Lane, London, EC4R 3TT

Email attaching a scanned copy of the signed document to an email and sending it to tim.rickard@fieldfisher.com. Please enter "Written resolution – reference Horizon" in the email subject box

- 2 If you do not agree to the Resolutions, you do not need to do anything and you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 4 Unless by the end of the period of 28 days beginning with the circulation date sufficient agreement has been received for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or during this date
- 5 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



Company Number 8326796

A Private Company Limited by Shares

**Articles of Association of Signature
Lessee Limited**

Contents

No.	Heading	Page
1	Interpretation	1
2	Applicability of Model Articles	1
3	Decision-making by directors	1
4	Directors' interests	2
5	Appointment and removal of directors	3
6	Alternate directors	4
7	Allotment of shares	4
8	Payment of dividends and other distributions	4
9	Administrative arrangements	4

Company No 8326796

A Private Company Limited by Shares

Articles of Association of Signature Lessee Limited

1 Interpretation

1 1 In these Articles, unless the context requires otherwise

"Act" means the Companies Act 2006, as amended, extended, consolidated or re-enacted from time to time,

"Business Day" means a day (other than a Saturday or Sunday) when clearing banks are open for general business in London,

"electronic means" has the meaning given in Section 1168 of the Act, and

"Model Articles" means the model articles for private companies limited by shares set out at Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date when these Articles become binding on the Company, and reference to a numbered Model Article is to the relevant article of the Model Articles

1 2 In these Articles, unless the contrary intention appears, any reference to the singular includes the plural and vice versa and reference to any gender includes the other genders

2. Applicability of Model Articles

2 1 The Model Articles apply to the Company save as inconsistent with these Articles

2 2 Save as otherwise provided in these Articles, words and expressions which have particular meanings in the Model Articles have the same meanings in these Articles

3 Decision-making by directors

3 1 Decisions of the directors must

(a) be a majority decision taken at a directors' meeting, or

(b) take the form of a resolution in writing, copies of which have been signed by a majority of eligible directors or to which a majority of eligible directors has otherwise indicated agreement in writing, provided that the eligible directors signing or indicating agreement to the resolution would have formed a quorum at a directors' meeting

3 2 References in Article 3.1(b) to eligible directors are to directors that would have been entitled to vote on the matter and have their votes counted if it had been proposed as a resolution at a directors' meeting

3 3 Model Articles 7(1) and 8 do not apply

3 4 Notice of a directors' meeting (or any adjournment thereof) given to a director by electronic means, if sent to an electronic address provided by the director for the purpose, is deemed to have been received by the director one hour after it was sent

- 3 5 Entitlement to notice of a directors' meeting may be waived by a director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it Model Article 9(4) does not apply
- 3 6 Directors may participate in a directors' meeting by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other If all the directors participating in a meeting are not in the same place, the meeting is to be treated as taking place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is Model Article 10 does not apply
- 3 7 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting The quorum for a directors' meeting is any two directors Model Article 11 does not apply
- 4. Directors' interests**
- 4 1 A director, notwithstanding his office and that in this situation he has, or can have, a direct or indirect interest or duty that conflicts, or possibly may conflict, with the interests of the Company, may be
- (a) appointed as director of the Company by notice in writing by any shareholder in accordance with these Articles,
 - (b) a shareholder or an employee or director or other officer of, or otherwise engaged by or interested in, any shareholder,
 - (c) an employee or director or other officer of any subsidiary of the Company or any body corporate in which the company is otherwise interested,
 - (d) a beneficiary of any trust or trusts established for the benefit of employees and directors or former employees and directors of the Company
- 4 2 The directors shall have power, in accordance with this Article 4, to authorise (an "Authorisation") any other matter which would or might give rise to any breach of the duty of a director under Section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company For this purpose any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties
- 4 3 An Authorisation may be proposed to and resolved on by the directors in accordance with these Articles in the same way as any other matter but shall only be effective where
- (a) reasonable details of the matter or situation to which the Authorisation relates were disclosed to the directors, and
 - (b) in accordance with Section 175(6) of the 2006 Act, any requirement as to the quorum at the meeting at which the Authorisation is considered is met without counting the director in question or any other interested director and the Authorisation was agreed to without their voting or would have been agreed to if their votes had not been counted
- 4 4 An Authorisation may be given subject to such terms and conditions as the directors may determine at their absolute discretion (including as to the period, extent and scope of the Authorisation, participation by the director in question in the decision making process where a

decision of the directors is concerned with the matter to which the Authorisation relates and the disclosure and use of confidential information)

4 5 The directors may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant director in accordance with the terms of the Authorisation

4 6 A director shall not be in breach of any duty he owes to the Company by virtue of the fact that pursuant to the terms of an Authorisation (for so long as he reasonably believes the matter to which the Authorisation relates subsists) he

(a) absents himself from meetings of the directors or other proceedings of the directors at which the matter to which the Authorisation relates will or may be discussed, or

(b) makes arrangements not to receive, or refrains from considering, any documents relating to the matter to which the Authorisation relates, or makes arrangements for a professional adviser to receive any such documents on his behalf

4 7 A director may from time to time disclose to any shareholder who has appointed him such information concerning the business and affairs of the Company as he sees fit

4 8 A director is not required to disclose to the Company any confidential information he obtains in any capacity described in Article 4 1(b) or 4 1(c) or in relation to any matter to which an Authorisation relates, or to apply any such information in performing his duties as a director of the Company, if to do so would result in a breach of a duty or obligation of confidence owed by him

4 9 A director shall not be liable to account to the Company for any remuneration, profit or other benefit he derives directly or indirectly as a result of any situation described in Article 4 1 or (save as provided by the Authorisation) resulting from any matter to which any Authorisation relates, and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit

4 10 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is to be counted as participating in the decision making process for quorum and voting purposes (i) if his conflict of interest arises only from a situation described in Article 4 1 or (save as provided by the Authorisation) out of any matter to which any Authorisation relates or (ii) if he has declared the nature and extent of his interest to the other directors at a directors' meeting or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act Model Article 14 is modified accordingly

5 Appointment and removal of directors

5 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by notice to the Company by a shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings

5 2 A shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings may by notice to the Company remove from office any director (whether or not such director was appointed under Article 5 1)

5 3 Any appointment or removal of a director under Articles 5 1 or 5 2 must be made by notice in writing to the Company and takes effect on delivery to the registered office of the Company or at

any directors' meeting or any later date specified in the notice

5 4 These provisions apply in addition to Model Articles 17 and 18

6 Alternate directors

Articles 13(3), 15 and 25 to 27 (inclusive) of the model articles for public companies limited by shares, set out at Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as in force on the date when these Articles become binding on the Company apply to the Company

7 Allotment and transfer of shares

7 1 The directors shall not be entitled to exercise any right to issue shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company in accordance with the provisions of Section 550 of the Act

7 2 Sections 561 and 562 of the Act do not apply to the allotment of equity securities (within the meaning given by Section 560 of the Act) by the Company

7 3 The directors shall register the transfer by the parent of any share in the Company and any transfer of shares in the Company pursuant to Article 7 4(b)(i), (ii) or (iii)

7 4 Notwithstanding anything contained in these Articles

(a) any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to, and

(b) the directors shall not decline to register, nor suspend registration of,

any transfer of shares where such transfer is

(i) in favour of any bank, institution or other person (or any nominee or nominees of such bank, institution or other person) to whom such shares are being transferred by way of security, or

(ii) duly executed by any such bank, institution or other person (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security, or

(iii) duly executed by a receiver appointed by a bank, institution or other person (or any nominee or nominees) pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank, institution or other person or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article 7 shall be conclusive evidence of such facts. Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank, institution or other person (or any such nominee or nominees) or a subsidiary of a bank, institution or other person (or any such nominee or nominees) or which are transferred in accordance with the provisions of this Article 7

8 Payment of dividends and other distributions

- 8 1 In Model Article 30(4), the words "the terms on which shares are issued" are replaced with "the rights attached to any shares"
- 8 2 In Model Articles 31(1)(a) to (c) (inclusive), the words "either" and "or as the directors may otherwise decide" are deleted, and in Model Article 31(d) the words "either" and "or by such other means as the directors decide" are deleted
- 8 3 In Model Article 32(a), the words "the terms on which the share was issued" are replaced with "the rights attached to the share"

9. Administrative arrangements

- 9 1 Any communication by any shareholder to any other shareholder under these Articles may be sent in any way in which the Company may from time to time send or supply anything to that other shareholder under Model Article 48(1)
- 9 2 Anything sent or supplied by the Company to a shareholder, or by a shareholder to the Company, under and in accordance with the Act, or by the Company or a shareholder under and in accordance with these Articles, is deemed to have been received by the intended recipient
- (a) if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two Business Days after it was posted,
 - (b) if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five Business Days after it was posted,
 - (c) if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent
- 9 3 A shareholder is entitled to inspect any of the company's accounting or other records Model Article 50 does not apply