

**Written Resolution
of
Swanton Care & Community (Southfield House Care Services) Limited
(Company Number SC232927)
("Company")**

Circulated on

18 July

("Circulation Date")

2017

TUESDAY



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25/07/2017

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COMPANIES HOUSE

WRITTEN RESOLUTIONS

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions ("**Resolutions**"). Unless otherwise defined within the Resolutions a term defined in the senior facilities agreement to be entered into between, amongst others, the Company, The Royal Bank of Scotland PLC and AIB Group (UK) P.L.C. has the same meaning in these Resolutions:

SPECIAL RESOLUTIONS

WE, the undersigned, being the eligible members of the Company who would at the date of these resolutions, have been entitled to vote upon them if they had been proposed at a general meeting at which we were present, do hereby in accordance with the provisions of Section 288 of the Companies Act 2006 pass the following resolutions in writing:

IT IS HEREBY RESOLVED:

- 1 **THAT** notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company (the "**Articles**") to the contrary nor any personal interest of any directors of the Company, the Company's execution, delivery and performance of each of the documents referred to in the attached appendix to which it is a party (the "**Documents**") and the payment of any costs, fees, and expenses incurred in connection with the Documents and the transactions contemplated by them be and are hereby approved;
- 2 **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the Documents and the transaction thereby contemplated;
- 3 **THAT** the execution and delivery of the Documents and the performance by the Company of its obligations under the Documents are in the best interests, and to the benefit of the Company;
- 4 **THAT** the execution and delivery of the Documents and the performance by the Company of its obligations under the Documents be and is hereby approved and the terms and conditions of each Document be and is hereby approved;
- 5 **THAT** any one of the directors of the Company acting individually be and is hereby authorised and instructed to accept and execute the Documents requiring execution under hand;

- 6 **THAT** without prejudice to the signatories authorised in this resolution in paragraph 5 above that in respect of the Documents requiring execution and delivery as a deed then:
- 6.1.1 any two directors;
- 6.1.2 any one director and the company secretary; or
- 6.1.3 any director in the presence of a witness,
- be and is/are hereby authorised to either:
- 6.1.4 witness the affixing of the company seal thereto in accordance with section 44(1) of the Act; or
- 6.1.5 execute the same without affixing the company seal in accordance with section 44(2)(a) and 44(2)(b) of the Act,
- and to deliver the same.
- 7 **THAT** in respect of any Document which is governed by Scots law, any two directors, or any one director and the company secretary or any director in the presence of a witness who attests his/her signature be and are authorised to execute and deliver such a Document;
- 8 **THAT** any one or more of the signatories authorised pursuant to paragraphs 5, 6 and 7 above (each an "**Authorised Signatory**") and any person at any time authorised by a director of the Company, be and is hereby authorised to (1) do all acts and things so as to carry into effect the purposes of the resolutions referred to herein or take any other action necessary or desirable in connection with the Documents or the transaction thereby contemplated, (2) execute and deliver any or all notices, communications, or other documents on behalf of the Company in connection with (a) the Documents (including the Director's Certificate and any related document to which it is party) (together the "**Ancillary Documents**") or (b) the transaction thereby contemplated by the Documents, provided that each Ancillary Document required to be executed and delivered by the Company as a deed shall be so executed in accordance with paragraph 6 above, (3) substitute a new Authorised Signatory and/or appoint additional Authorised Signatory(ies) and/or, (4) to agree such amendments, variations or modifications to the Documents or any Ancillary Document as such Authorised Signatory may in his absolute discretion think fit;
- 9 **THAT** any Authorised Signatory be and is hereby authorised to execute any Document and any Ancillary Document by signing a signature page which is unattached to a hardcopy version of any such document;
- 10 **THAT** any Authorised Signatory be and is hereby authorised to pass and to implement such resolutions as they think fit in connection with its entry into the Documents and the performance of its obligations and the exercise of its rights in relation to the Documents, including as regards approval and execution and delivery of the Documents;

11 **THAT** the execution of any Document and any Ancillary Document by any person authorised to execute the same shall be conclusive evidence of the due authorisation by the Company of the execution of each such document;

12 **THAT** the Articles be amended by inserting a new Article 14.4 as follows:

"14.4 Notwithstanding anything contained in these articles to the contrary, any lien attaching to the shares of the Company shall not apply in the event of a transfer of shares for the purposes of article 14.2."

AND THAT

13 any act done or document executed pursuant to this written resolution shall be valid, effective and binding on the Company; and

14 this written resolution will come into effect on the date on which the members representing 75% of the voting rights of eligible members of the Company entitled to vote on the resolution sign this written resolution.

We agree to the above resolution.



Signed

a duly authorised signatory of **Swanton Care & Community Limited**

Date: 18 July 2017

APPENDIX

Documents List

- 1 the Agreement;
- 2 any Compliance Certificate;
- 3 any Hedging Agreement;
- 4 any Hedging Letter;
- 5 any Incremental Facility Notice;
- 6 the Intercreditor Agreement;
- 7 any Resignation Letter;
- 8 any Selection Notice;
- 9 any Transaction Security, including:
 - 9.1 a debenture between, amongst others, the Company and the Security Trustee;
 - 9.2 a Scots law floating charge between the Company and the Security Trustee;
 - 9.3 a Scots law standard security between the Company and the Security Trustee;
- 10 any other document designated as a Finance Document;
- 11 an English law deed of release between, amongst others, the Company and the Security Trustee; and
- 12 a Scots law deed of release between, amongst others, the Company and the Security Trustee.

Important notes:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating where indicated above and returning this document to the Company using one of the following methods:
 - **By hand:** delivering the signed copy to Swanton Care & Community (Southfield House Care Services) Limited, Moray View House, Stoneyfield, Inverness, IV2 7GG.
 - **Post:** returning the signed copy by post to Swanton Care & Community (Southfield House Care Services) Limited, Moray View House, Stoneyfield, Inverness, IV2 7GG.
 - **Email:** by attaching a scanned copy of the signed document to an email and sending it to Anne-Laure.Meynier@appositecapital.com.
- 2 An ordinary resolution must be passed by members representing a simple majority (i.e. more than 50%) of the voting rights of eligible members. A special resolution must be passed by members representing not less than 75% of the voting rights of eligible members.
- 3 Please note that once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 If you do not agree with the Resolution, you do not need to do anything. If you do not reply, you will be deemed to have rejected the Resolution.
- 5 These Resolutions have been circulated on the Circulation Date. If the Resolutions are not passed by the last day of the 28 day period beginning with the Circulation Date it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us by the last day of the 28 day period beginning with the Circulation Date.