

COMPANIES ACT 2006

WRITTEN RESOLUTION

of

Custom Care Limited (the "Company")

Company number: 03141583

Circulation date: 1 August 2016

Special Resolutions

Pursuant to section 291 of the Companies Act 2006, the directors of the Company propose that the resolutions set out below be passed as special resolutions of the Company.

We, the undersigned, being members of the Company holding sufficient voting rights in the Company to pass a special resolution, hereby, pursuant to section 283 of the Companies Act 2006, agree that the following written resolutions be passed as special resolutions, being for all purposes as valid and effective as if passed by us as special resolutions at a general meeting of the Company.

- 1.1 THAT the execution, delivery and performance of the Documents (as defined in the annex below) that the Company is proposing to enter into in connection with the financing arrangements to be entered into with HSBC Bank plc, Investec Bank plc, The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc and Sumitomo Mitsui Banking Corporation Europe Limited, the terms of the Documents and the transactions contemplated by the Documents are hereby approved (subject to such changes being made to the Documents as any director of the Company may, in his absolute discretion, think fit), copies of the Documents having been supplied to all Company members prior to the signing of this resolution.
- 1.2 THAT the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is given.
- 1.3 THAT none of Nicholas Goodban and Craig Rushton who are also directors of:
 - (i) C&C Holdco Limited;
 - (ii) C&C Bidco Limited;
 - (iii) City and County Healthcare Holdings Limited;
 - (iv) City and County Healthcare Group Limited;
 - (v) Sterling Homecare Limited;
 - (vi) Guardian Homecare UK Ltd.;
 - (vii) Care Line Homecare Limited;
 - (viii) Sage Care Limited;
 - (ix) I S S Healthcare Limited;



- (x) Freedom Choice Care Ltd;
- (xi) Help at Home (Egerton Lodge) Limited
- (xii) Willow Tree Homecare Ltd
- (xiii) London Care Limited;
- (xiv) Independent Community Care Management Holdings Limited;
- (xv) Magnata Limited;
- (xvi) Kent Social Care Professionals Limited;
- (xvii) Comfort Call Limited;
- (xviii) Abacaredig Holdings Limited; and
- (xix) Independent Community Care Management Limited,

shall infringe his duty 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 as a result of the companies listed in paragraphs (i) to (xix) above entering into or otherwise being interested in some or all of the Documents and/or the transactions contemplated thereby.

1.4 THAT these resolutions should have effect notwithstanding any provision of the Company's articles of association.

1.5 THAT notwithstanding any personal interest:

- (a) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and deliver the Documents on behalf of the Company, with such amendments thereto as such officers) shall in his absolute discretion think fit; and
- (b) any Director or the Secretary of the Company, either singly or with any other Director 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 of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith.

Date: 1 August 2016

SIGNED 

for and on behalf of LONDON CARE LIMITED

Notes to members:

- (A) If you agree with the above resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by delivering it by hand or by posting it to the Company or
 - (a) by delivering it by hand or by posting it to, Goodwin Procter (UK) LLP, Tower 42, 25 Old Broad Street, London, EC2N 1HQ, marked for the attention of Jack Christian; or**
 - (b) by sending it as an attachment to an email to jchnstian@goodwinlaw.com.****
- (B) A member's agreement to a written resolution, once signified, may not be revoked.**
- (C) A written resolution is passed when the required majority of eligible members have signified their agreement to it.**
- (D) The resolution set out above must be passed within 28 days of the circulation date otherwise it will lapse**
- (E) In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members**
- (F) 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.**

Annex

- (A) an £85,000,000 senior term and revolving facilities agreement (the **"Facilities Agreement"**) between, among others, the Company, C&C Holdco Limited (the **"Parent"**), certain subsidiaries of the Parent listed in Part 1 of Schedule 1 of the Facilities Agreement (as the original borrowers, the **"Original Borrowers"**), certain subsidiaries of the Parent listed in Part 1 Schedule 1 of the Facilities Agreement (as original guarantors, the **"Original Guarantors"**), HSBC Bank plc (as the agent) and HSBC Corporate Trustee Company (UK) Limited (as the security agent, the **"Security Agent"**),
- (B) an intercreditor agreement (the **"Intercreditor Agreement"**) between, among others, C&C Midco Limited, the Parent, the Company, the Original Borrowers and the Original Guarantors (as original debtors), HSBC Bank plc, Investec Bank plc, The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc, and Sumitomo Mitsui Banking Corporation Europe Limited (as the senior lenders and as the senior arrangers) and the Security Agent (as the senior agent);
- (C) a debenture (the **"Security Agreement"**) between, among others, the Company, the Parent and the Original Borrowers and the Original Guarantors (as the original chargors) in favour of the Security Agent (as security agent) pursuant to which the original chargors grant fixed and floating charges over all their assets and undertaking in order to secure the Secured Liabilities (as defined therein);
- (D) a deed of release (the **"Deed of Release"**) between HSBC Corporate Trustee Company (UK) Limited (as security agent) the Original Borrowers and the Original Guarantors (as chargors), and
- (E) a certificate to be entered into by the Company certifying and confirming various matters, including certifying certain of the documents to be provided pursuant to Part 1 of Schedule 2 to the Facilities Agreement (the **"Formalities Certificate"**),

(the Facilities Agreement, Intercreditor Agreement, the Security Agreement, the Deed of Release, and the Formalities Certificate together, the **"Documents"**)