

Company no. 06183990

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

1ST GROUP OF COMPANIES LIMITED

("Company")

Circulation Date – 10 March 2017

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 a written resolution of the Company, having effect in regard to resolution 1 as an ordinary resolution, and in regard to resolution 2 as a special resolution (the "Resolution").

ORDINARY RESOLUTION

1 THAT the execution, delivery and performance by the Company of:-

- 1.1 an accession deed relating to a senior term and revolving facilities agreement dated 18 December 2014 and made between (1) RCAF VI Mallard Holdings Limited (the "Parent"), (2) RCAF VI Mallard Group Limited (the "Borrower"), (3) AIB Group (UK) PLC as original lender (the "Lender"), (4) the Lender as agent and (5) the Lender as security trustee for the Secured Parties (as defined therein), as amended by the Consent and Waiver Letter dated 8 July 2016 and from time to time and to which Brookson Group, Brookson Healthcare Services LLP, Brookson Management Services Limited, Brookson Projects Limited and Brookson Limited acceded as additional guarantors on 18 December 2014 and Boomerang Support Services Limited acceded as an additional guarantor on 8 July 2016;
- 1.2 an accession deed relating to a debenture dated 28 January 2015 made by the Parent and certain of its subsidiaries in favour of the Security Agent over all of the Company's property, assets and undertaking, present and future incorporating a legal mortgage over all right title estate and other interests of the Chargors to the property (such terms defined therein);
- 1.3 an accession Deed relating to an intercreditor agreement dated 8 July 2016 entered into between, among others, the Borrower, the Lender (in the capacities referred to therein) and RBS Invoice Finance Limited,
- 1.4 an accession deed relating to a guarantee and debenture dated 18 December 2014 made between the Chargors, as named therein, granted in favour of RCAF VI Mallard Finance Limited, as Security Trustee for and on behalf of the Noteholders (such terms as defined therein), over all of the Company's business, undertaking and assets,

is for the benefit of and in the interests of the Company and is hereby approved.

SATURDAY



A32 *A62HE5BU* #280
18/03/2017
COMPANIES HOUSE

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 14TH DAY OF MARCH 2017

Director: Brookson LLP *Robert Marshall*

SPECIAL RESOLUTION

2 **THAT** the Articles of Association of the Company be amended

(a) by the insertion of a new article 17.4 and 17.5 which shall read as follows.

17.4 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

(a) is to a Secured Institution; or

(b) is delivered to the company for registration by a Secured Institution in order to perfect its security over the shares, or

(c) is executed by a Secured Institution pursuant to the power of sale or other power under such security

17.5 For the purposes of these Articles, "Secured Institution" shall mean any bank or institution which the shares have been charged by way of security, whether as agent for a group of banks or institutions or otherwise, or to any nominee or any transferee of such a bank or institution 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 or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice to the company or 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."

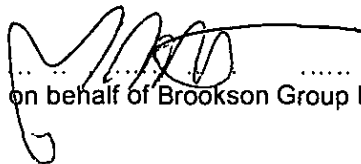
(b) by the insertion of a new article 22.4 which shall read as follows

22.4 Notwithstanding anything contained in these Articles, the company shall have no lien on any shares which have been charged by way of security to a Secured Institution

AGREEMENT

Please read the notes at the end of this document before your agreement to the Resolution

The undersigned was at the time the Resolution was circulated entitled to vote on, and irrevocably agrees to, the Resolution


For and on behalf of Brookson Group Limited

10 March 2017

NOTES

1. If you agree with the Resolution, 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 Catherine Howe , at 1 Park Row Leeds LS1 5AB;
 - **Post:** returning the signed copy by post to Catherine Howe , at 1 Park Row Leeds LS1 5AB;
 - **E-mail.** by attaching a scanned copy of the signed document to an e-mail and sending it to catherine.howe@pinsentmasons.com. Please enter "Written resolutions dated 10 March" in the e-mail subject box.
2. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement
4. Unless, by 28 days, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
5. 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.
6. 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.