

Company no. 12512863

WEDNESDAY



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29/03/2023

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COMPANIES HOUSE

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES**

WRITTEN RESOLUTION

of

**MY CHOICE HEALTHCARE SOUTH WALES LIMITED
("Company")**

Circulation Date ^{17 March} ~~14 February~~ 2023

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions be passed as a written resolution of the Company, having effect as an ordinary resolution as applicable (the **Resolution**).

ORDINARY RESOLUTION

1. **THAT** the terms of, and the transactions contemplated by, the documents listed below (if at the date of these Resolutions not in final agreed form, then with such amendments as any director of the Company may in his absolute discretion approve or think fit) (the "**Documents**") be and are hereby approved and would promote the success of the Company for the benefit of its members as a whole and would be for the further benefit and advantage of the Company to enter into the Documents:
 - 1.1 an amendment and restatement agreement which amends and restates a trading business loan facility originally dated 22 July 2022 and entered into between (amongst others) (1) My Choice Healthcare England Limited, Hawthorn Court Property Limited, My Choice Healthcare (Four) Limited as borrowers and (2) the Lender (as Lender and the capacities referred to therein) (**Existing Offer Letter**) with such amendment and restatement agreement to be entered into between (amongst others) (1) My Choice Healthcare England Limited, Hawthorn Court Property Limited, My Choice Healthcare (Four) Limited, My Choice Healthcare Limited, Springfield (Bargoed) Limited and Homes of Excellence Limited (as Borrowers, Obligors and Transaction Obligors), (2) the Lender (as Lender, Agent, Security Trustee and Arranger) and (3) the Company as an Owner (and the other capacities referred to therein) (**ARA**).
 - 1.2 a trading business loan facility up to an amount of £4,710,000 in the proportions set out therein to be entered into by (amongst others) (1) My Choice Healthcare England Limited, Hawthorn Court Property Limited, My Choice Healthcare (Four) Limited, My Choice Healthcare Limited, Springfield (Bargoed) Limited and Homes of Excellence Limited (as Borrowers, Obligors and Transaction Obligors), (2) the Lender (as Lender, Agent, Security Trustee and Arranger) and (3) the Company as an Owner (and the other capacities referred to therein) (**Restated Offer Letter** which shall be included as a schedule to the **ARA**)
 - 1.3 a security agreement to be entered into between (1) the Company as Owner and (2) the Lender as Security Trustee as security over the entire issued share capital in Hawthorn Court Property Limited, My Choice Healthcare (Four) Limited and Springfield (Bargoed) Limited granted in favour of the Finance Parties (**Hawthorn Court Property Owner Security Agreement**);
 - 1.4 a certificate to be signed by a director of the Company addressed to the Lender and confirming certain matters set out therein (**Director's Certificate**); and

- 1.5 any further documents, notices, acknowledgements or other instruments as may be ancillary, necessary, required or useful under or in connection with the Restated Offer Letter (the **Miscellaneous Documents**)
2. **THAT** the entry into and execution of the Documents by the Company be and are hereby approved.
3. **THAT** the directors of the Company are authorised and instructed to take any action in connection with the negotiation, execution, delivery and performance of the Documents and any related documents as they shall deem necessary or appropriate.

SPECIAL RESOLUTION

1. **THAT** the articles of association of the Company be amended by inserting a new Article 27 as follows:

Secured Institutions

"27 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

27.1 to a bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (a Secured Institution), or to any nominee of such Secured Institution, pursuant to any such security;

27.2 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or

27.3 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles:

(a) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or to its nominee;

(b) no Secured Institution or its nominee; and

(c) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer the shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not."

2. **THAT** the existing articles of association shall be renumbered accordingly.

AGREEMENT

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

We, the undersigned, were at the time the Resolution was circulated entitled to vote on, and irrevocably agree to, the Resolution

DocuSigned by:

Neil Askew

Signed by a Director for and on behalf of
MY CHOICE HEALTHCARE LIMITED

Neil Askew

.....
Name

22/3/2023

Date:

DocuSigned by:

John Haynes

Signed by JOHN MARK HAYNES

23/3/2023

Date:

DocuSigned by:

Bethan Evans

Signed by BETHAN JANE EVANS

17/3/2023

Date:

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post for the attention of The Directors at 5 The Quadrant, Coventry, United Kingdom CV1 2EL.
2. If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement.
4. Unless sufficient agreement has been received within 28 days from the Circulation Date for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before 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.