

Company Number: 07557877

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

HCRG Care Services Ltd

(the "Company")

Circulation Date: 24 November 2022

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 I, being the sole eligible member of the Company, agree that the resolutions below are passed as ordinary resolutions and special resolutions of the Company (the "**Resolutions**").

ORDINARY RESOLUTIONS

1. **THAT** the terms and arrangements contemplated by the execution and delivery by the Company of the following documents and the performance by the Company of its obligations under the same be and are approved and confirmed as being in the best interests of the Company and promoting the success of the Company for the commercial benefit and advantage of its members:
 - 1.1 a deed of cross guarantee and indemnity to be entered into between (1) HCRG Care Services Ltd as principal (2) the Company and the other companies listed in schedule 2 therein as guarantors, and (3) Close Invoice Finance Limited (the **Cross Close Guarantee**);
 - 1.2 an all assets debenture to be entered into between (1) the Company and (2) Close Brothers Limited as security trustee for the Beneficiaries as defined therein (the **Security Trustee**) (the **Close Debenture**);
 - 1.3 an intercreditor deed to be entered into between (1) the Security Trustee, (2) Close Invoice Finance Limited, (3) Health Care Resourcing Group Limited as a junior lender and junior security trustee, (4) Gary Taylor as a junior lender, (5) T20 Pioneer Midco Limited and (6) the Company together with the other companies listed in schedule 3 therein as original obligors (the **Intercreditor Deed**);
 - 1.4 an offset letter addressed to Close Invoice Finance Limited from the Company and certain other members of the Enlarged Group (the **Offset Letter**);
 - 1.5 a guarantee and debenture to be entered into between, amongst others, (1) Health Care Resourcing Group Limited as junior security trustee for the holders of the Loan Notes

(the **Junior Security Trustee**) and (2) the Company (the **Loan Note Guarantee and Debenture**);

- 1.6 a security trust deed to be entered into between (1) the Junior Security Trustee, (2) the Sellers as original holders of the Loan Notes, (3) T20 Pioneer Midco Limited and (4) the Company together with the other members of the Enlarged Group listed in schedule 2 therein as group companies (the **Security Trust Deed**); and
- 1.7 any other agreement, document, deed, request, power of attorney, notice, letter, memorandum, acknowledgement, instrument, statement and/or certificate as may be required to be entered into by the Company under or in connection with the implementation of the transaction contemplated by any of the documents referred to above,

(together the "**Documents**" and each a "**Document**").

2. **THAT** the approval of the Company to enter into the Documents, or any documents relating to or connected with the Documents, is hereby given.
3. **THAT** notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, the Company's directors be and are authorised and directed to execute and deliver the Documents and to perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents (in such manner and subject to such amendments, variations and modifications as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document).

SPECIAL RESOLUTION

1. **THAT** the articles of association of the company be amended by the insertion of the following article as article 54 of the articles of association:

"54 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article 54 (to the effect that any provision contained in this article 54 shall override any other provision of these articles):

(a) the directors of the company shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares, where such transfer:

*(i) is to a bank, institution or other person which has been granted a security interest over or in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a **Secured Institution**) and a certificate by any such person or an employee of any such person that a security interest over or in respect of such shares was so granted and the transfer was so executed shall be conclusive evidence of such facts;*

(ii) *is delivered to the company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or*

(iii) *is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,*

and the directors shall promptly register any such transfer of shares upon receipt;

(b) *the directors of the company shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in article 54 (a)(i) above);*

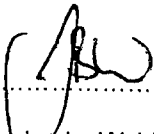
(c) *any lien set out in these articles shall not apply to shares held by a Secured Institution (as defined in article 54 (a)(i) above);*

(d) *any variation of this article 54 shall be deemed to be a variation of the rights of each class of share in the capital of the Company; and*

(e) *any pre-emption rights contained in these articles shall not apply in relation to any shares which are subject to a security interest in favour of a Secured Institution from time to time."*

The persons named below, being all the persons eligible to vote on the above resolutions on the circulation date, irrevocably agree to the Resolutions.

Please read the Guidance Notes set out below before signing or taking any action in connection with the Resolutions.



.....
Jamie Benjamin Webb for and on behalf of T20
Pioneer Holdings Limited as corporate director of
HCRG Care Ltd

24 November 2022

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Date

Guidance Notes

1. You may either:
 - 1.1 agree to all of the above resolutions; or
 - 1.2 decline to agree to any of the above resolutions.
2. You may not agree to some of the resolutions but not the other.
3. If you agree with 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:
 - 3.1 **By Hand:** delivering the signed copy to the Company's registered office;
 - 3.2 **Post:** returning the signed copy by post to the Company's registered office; or
 - 3.3 **Email:** returning the signed copy by email to charlotte.beddows@freeths.co.uk
4. 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.
5. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
6. If sufficient agreement has not been received 28 days after the date of circulation, these resolutions will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
7. 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 shareholders.
8. 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.