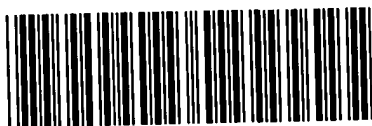


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COMPANIES HOUSE

Company No. 00074901

G K N SANKEY LIMITED

("Company")

WRITTEN RESOLUTION: CIRCULATED ON

25 NOVEMBER 2020

Note: This document is important and requires your immediate attention.

Please read the explanatory statement to members before signifying your agreement to the resolution in this document.

EXPLANATORY STATEMENT TO MEMBERS

1. NATURE OF WRITTEN RESOLUTION

- 1.1 This document contains a proposed written resolution of G K N Sankey Limited for approval by you as a member of the Company. The resolutions are proposed as special resolutions and require members holding not less than 75 per cent of the total voting rights of members entitled to vote of such resolutions to vote in favour of them to be passed.

2. PERIOD TO APPROVE WRITTEN RESOLUTION

If the Company has not received the necessary level of members' agreement to pass the resolution by the date falling 28 days from the date the resolution was first circulated to members (the "**Lapse Date**"), the resolution will lapse.

3. ACTION REQUIRED IF YOU WISH TO APPROVE THE RESOLUTION:

- 3.1 Please signify your agreement to the resolution by either:
- 3.1.1 completing your details and signing and dating the document in the boxes provided and returning it to the Company in one of the following ways:
 - 3.1.1.1 by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the directors"; or
 - 3.1.1.2 by scanning your signed and dated document, attaching it to an email and sending it to Hannah.MacIntosh@dlapiper.com. Please enter "Written resolutions" in the e-mail subject box.

Once you have signified your agreement to the resolution, you cannot revoke it. Please ensure that your agreement reaches us no later than the close of business on the Lapse Date.

If you are signifying agreement to the resolution 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 to the Company at the same time as you signify your agreement to the resolution and in any event by no later than the close of business on the Lapse Date.

4. ACTION REQUIRED IF YOU DO NOT WISH TO AGREE TO THE RESOLUTION:

You do not have to do anything. Failure to respond will not be treated as agreement to the resolution.

G K N SANKEY LIMITED

("Company")

WRITTEN RESOLUTIONS

PURSUANT TO

CHAPTER 2, PART 13 OF THE COMPANIES ACT 2006

We, the undersigned, being the sole member (as defined by section 288 of the Companies Act 2006) of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as special resolutions of the Company pursuant to Chapter 2, Part 13 of the Companies Act 2006 and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as resolutions at a general meeting of the company duly convened and held.

SPECIAL RESOLUTION

That the Company's articles of association be amended by insertion of new articles 9-11 as follows and the existing articles shall be renumbered accordingly:

"9. Notwithstanding anything contained in these Articles, where a transfer of shares in the Company is or is proposed to be:

- 9.1 executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
 - 9.2 executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
 - 9.3 made to any Secured Party pursuant to any relevant security interest,
- each being a "**Secured Party Transfer**",
- 9.4 the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) such a Secured Party Transfer;
 - 9.5 a holder of shares in the Company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any such Secured Party Transfer may take place; and
 - 9.6 a holder of shares in the Company shall not have any right under the Articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them,

and, for the avoidance of doubt, regulations 24 and 70 of Table A Companies Act 1985 shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

10. Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these Articles shall not apply in respect of any such share, dividend or moneys payable.

11. If there is any inconsistency between any provision of these articles 9-11 and any provision of any other article, the provision of these articles 9-11 shall apply.

"Secured Party" means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person."

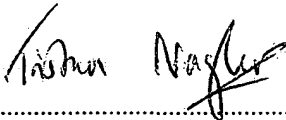
Circulation date: 25 November 2020

Registered office: Hadley Castle Works, Telford, Shropshire, TF1 6AA

AGREEMENT

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

I, the undersigned, the sole shareholder and sole person entitled to vote on the resolutions at the time it was circulated, irrevocably agree to the resolutions.

Name of corporate member:	for and on behalf of GKN Enterprise Limited acting by its attorney AURELIUS DEVELOPMENT TWENTY-THREE GMBH under a power of attorney dated 24 November 2020	
Name and position of signatory:	TRISTAN NAYLER AUTHORIZED Block capitals please SIGNATORY	
Signed by authorised person on behalf of corporate member:		
		Dated: 25 November 2020