

Company number: 00681528

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ALLIED PUBLICITY SERVICES (MANCHESTER) LIMITED

Circulation date: 11/5/ 2021

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT:

1.1 the terms of and transactions contemplated by the Documents listed in Appendix 2 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with:

1.1.1 providing working capital to fund the needs of the Group (as defined in Appendix 1); and

1.1.2 funding payment to the Trustee by way of a gift from distributable reserves, to be used by the Trustee for the benefit of employees. The Trustee has confirmed its intention to use the gift to repay loan notes issued to the Sellers under the Acquisition Agreements.


be and are approved;

1.2 Unless otherwise defined in these resolutions, terms defined in the Facilities Agreement shall have the same meaning when used in these resolutions.

1.3 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and

1.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into, execute, deliver and perform the obligations set out in the Relevant Documents.

The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.


.....

for and on behalf of
APS GROUP GLOBAL LIMITED

Date: 11/5/ 2021

APPENDIX 1
THE GROUP

| | | Company name | Company number |
|-----------|----------------------------|--|-----------------------|
| 1. | Parent | APS Group Holdco Limited | 13143564 |
| 2. | Parent Subsidiaries | APS Group Limited | 12085080 |
| 3. | | APS Group Global Limited | 06517986 |
| 4. | Clients | APS Group (Scotland) Limited | SC369510 |
| 5. | | Allied Publicity Services (Manchester) Limited | 00681528 |
| 6. | | APS Group Secure Solutions Limited | 07007434 |

APPENDIX 2

THE RELEVANT DOCUMENTS

| | Defined Term | |
|----|---|---|
| 1. | Facilities Agreement | <p>A master facilities agreement between BNP Paribas Commercial Finance Limited (the Funder) and the Parent and each other Group Company (together with the Parent the Obligors).</p> <p>The Facilities Agreement contains the terms on which the Funder will make available a receivables purchase facility to APS Group (Scotland) Limited, the Company and APS Group Secure Solutions Limited and a term credit facility and property facility to the Company together in the maximum aggregate principal amount of £22,000,000 (the Facilities) for the purposes stated in the Facilities Agreement.</p> <p>The Facilities Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Funder (the Guarantee).</p> |
| 2. | Debenture | <p>A group debenture by which each Obligor:</p> <ul style="list-style-type: none"> (a) undertakes to discharge its own liabilities and obligations from time to time to the Funder; (b) by which the Company grants a legal charge over its property at Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP registered under title number GM715185 and by which the Company grants a fixed charge over various of its plant and machinery in favour of the Funder; (c) will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Funder. |
| 3. | Certificates and other documents | <p>Certificates and other documents to be delivered to the Funder pursuant to the Facilities Agreement, including a director's certificate addressed to and capable of being relied on by the Funder.</p> |

NOTE:

1. If you agree with the resolutions, please sign and date this document and return it to the Company using one of the following methods:

- **By hand:** delivering the signed copy to the registered address of the Company.
- **Post:** returning the signed copy by post to the registered address of the Company
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Christopher.Lister@gateylegal.com. Please enter "Written resolution dated [*circulation date*]" in the e-mail subject box.

If you do not agree with the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to them by the end of the period of 28 days beginning with the circulation date set out above. If you agree to the resolutions, please ensure that your agreement reaches us before that date.
4. 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.
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.

Company number: SC369510

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
APS GROUP (SCOTLAND) LIMITED

Circulation date: 11/5/2021


In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT:

- 1.1 the terms of and transactions contemplated by the Documents listed in Appendix 2 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with:
 - 1.1.1 providing working capital to fund the needs of the Group (as defined in Appendix 1); and
 - 1.1.2 funding payment to the Trustee by way of a gift from distributable reserves, to be used by the Trustee for the benefit of employees. The Trustee has confirmed its intention to use the gift to repay loan notes issued to the Sellers under the Acquisition Agreements.
- be and are approved;
- 1.2 Unless otherwise defined in these resolutions, terms defined in the Facilities Agreement shall have the same meaning when used in these resolutions.
- 1.3 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and
- 1.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into, execute, deliver and perform the obligations set out in the Relevant Documents.

The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.


.....

for and on behalf of
APS GROUP GLOBAL LIMITED

Date: 11/5/2021

APPENDIX 1
THE GROUP

| | | Company name | Company number |
|-----------|----------------------------|--|-----------------------|
| 1. | Parent | APS Group Holdco Limited | 13143564 |
| 2. | Parent Subsidiaries | APS Group Limited | 12085080 |
| 3. | | APS Group Global Limited | 06517986 |
| 4. | Clients | APS Group (Scotland) Limited | SC369510 |
| 5. | | Allied Publicity Services (Manchester) Limited | 00681528 |
| 6. | | APS Group Secure Solutions Limited | 07007434 |

APPENDIX 2

THE RELEVANT DOCUMENTS

| | Defined Term | |
|----|---|--|
| 1. | Facilities Agreement | <p>A master facilities agreement between BNP Paribas Commercial Finance Limited (the Funder) and the Parent and each other Group Company (together with the Parent the Obligors).</p> <p>The Facilities Agreement contains the terms on which the Funder will make available a receivables purchase facility to the Company, Allied Publicity Services (Manchester) Limited (APS Manchester) and APS Group Secure Solutions Limited and a term credit facility and property facility to APS Manchester together in the maximum aggregate principal amount of £22,000,000 (the Facilities) for the purposes stated in the Facilities Agreement.</p> <p>The Facilities Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Funder (the Guarantee).</p> |
| 2. | Debenture | <p>A group debenture by which each Obligor:</p> <ul style="list-style-type: none"> (a) undertakes to discharge its own liabilities and obligations from time to time to the Funder; (b) by which APS Manchester grants a legal charge over its property at Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP registered under title number GM715185 and by which APS Manchester grants a fixed charge over various of its plant and machinery in favour of the Funder; (c) will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Funder. |
| 3. | Floating Charge | A Scots law floating charge by which the Company will grant a floating charge over the whole of its property (including uncalled capital) and undertaking to secure its obligations to the Funder. |
| 4. | Certificates and other documents | Certificates and other documents to be delivered to the Funder pursuant to the Facilities Agreement, including a director's certificate addressed to and capable of being relied on by the Funder. |

NOTE:

1. If you agree with the resolutions, please sign and date this document and return it to the Company using one of the following methods:
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 - **Post:** returning the signed copy by post to the registered address of the Company
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3. The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to them by the end of the period of 28 days beginning with the circulation date set out above. If you agree to the resolutions, please ensure that your agreement reaches us before that date.
4. 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.
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.

Company number: 06517986

**PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS**

of

APS GROUP GLOBAL LIMITED

Circulation date: 11/5/ 2021

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT:

- 1.1 the terms of and transactions contemplated by the Documents listed in Appendix 2 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with:
 - 1.1.1 providing working capital to fund the needs of the Group (as defined in Appendix 1); and
 - 1.1.2 funding payment to the Trustee by way of a gift from distributable reserves, to be used by the Trustee for the benefit of employees. The Trustee has confirmed its intention to use the gift to repay loan notes issued to the Sellers under the Acquisition Agreements.
- be and are approved;
- 1.2 Unless otherwise defined in these resolutions, terms defined in the Facilities Agreement shall have the same meaning when used in these resolutions.
- 1.3 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and
- 1.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into, execute, deliver and perform the obligations set out in the Relevant Documents.

The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.



for and on behalf of
APS GROUP LIMITED

Date: 11/5/ 2021

APPENDIX 1
THE GROUP

| | | Company name | Company number |
|-----------|----------------------------|--|-----------------------|
| 1. | Parent | APS Group Holdco Limited | 13143564 |
| 2. | Parent Subsidiaries | APS Group Limited | 12085080 |
| 3. | | APS Group Global Limited | 06517986 |
| 4. | Clients | APS Group (Scotland) Limited | SC369510 |
| 5. | | Allied Publicity Services (Manchester) Limited | 00681528 |
| 6. | | APS Group Secure Solutions Limited | 07007434 |

APPENDIX 2

THE RELEVANT DOCUMENTS

| | Defined Term | |
|----|---|---|
| 1. | Facilities Agreement | <p>A master facilities agreement between BNP Paribas Commercial Finance Limited (the Funder) and the Parent and each other Group Company (together with the Parent the Obligors).</p> <p>The Facilities Agreement contains the terms on which the Funder will make available a receivables purchase facility to APS Group (Scotland) Limited, Allied Publicity Services (Manchester) Limited (APS Manchester) and APS Group Secure Solutions Limited and a term credit facility and property facility to APS Manchester together in the maximum aggregate principal amount of £22,000,000 (the Facilities) for the purposes stated in the Facilities Agreement.</p> <p>The Facilities Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Funder (the Guarantee).</p> |
| 2. | Debenture | <p>A group debenture by which each Obligor:</p> <ul style="list-style-type: none"> (a) undertakes to discharge its own liabilities and obligations from time to time to the Funder; (b) by which APS Manchester grants a legal charge over its property at Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP registered under title number GM715185 and by which APS Manchester grants a fixed charge over various of its plant and machinery in favour of the Funder; (c) will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Funder. |
| 3. | Certificates and other documents | <p>Certificates and other documents to be delivered to the Funder pursuant to the Facilities Agreement, including a director's certificate addressed to and capable of being relied on by the Funder.</p> |

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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.

Company number: 12085080

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

APS GROUP LIMITED

Circulation date: 11/5/ 2021

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT:

1.1 the terms of and transactions contemplated by the Documents listed in Appendix 2 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with:

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1.1.2 funding payment to the Trustee by way of a gift from distributable reserves, to be used by the Trustee for the benefit of employees. The Trustee has confirmed its intention to use the gift to repay loan notes issued to the Sellers under the Acquisition Agreements.

be and are approved;

1.2 Unless otherwise defined in these resolutions, terms defined in the Facilities Agreement shall have the same meaning when used in these resolutions.

1.3 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and

1.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into, execute, deliver and perform the obligations set out in the Relevant Documents.

The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.



for and on behalf of
APS GROUP HOLDCO LIMITED

Date: 11/5/ 2021

APPENDIX 1
THE GROUP

| | | Company name | Company number |
|-----------|----------------------------|--|-----------------------|
| 1. | Parent | APS Group Holdco Limited | 13143564 |
| 2. | Parent Subsidiaries | APS Group Limited | 12085080 |
| 3. | | APS Group Global Limited | 06517986 |
| 4. | Clients | APS Group (Scotland) Limited | SC369510 |
| 5. | | Allied Publicity Services (Manchester) Limited | 00681528 |
| 6. | | APS Group Secure Solutions Limited | 07007434 |

APPENDIX 2

THE RELEVANT DOCUMENTS

| | Defined Term | |
|----|---|---|
| 1. | Facilities Agreement | <p>A master facilities agreement between BNP Paribas Commercial Finance Limited (the Funder) and the Parent and each other Group Company (together with the Parent the Obligors).</p> <p>The Facilities Agreement contains the terms on which the Funder will make available a receivables purchase facility to APS Group (Scotland) Limited, Allied Publicity Services (Manchester) Limited (APS Manchester) and APS Group Secure Solutions Limited and a term credit facility and property facility to APS Manchester together in the maximum aggregate principal amount of £22,000,000 (the Facilities) for the purposes stated in the Facilities Agreement.</p> <p>The Facilities Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Funder (the Guarantee).</p> |
| 2. | Debenture | <p>A group debenture by which each Obligor:</p> <ul style="list-style-type: none"> (a) undertakes to discharge its own liabilities and obligations from time to time to the Funder; (b) by which APS Manchester grants a legal charge over its property at Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP registered under title number GM715185 and by which APS Manchester grants a fixed charge over various of its plant and machinery in favour of the Funder; (c) will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Funder. |
| 3. | Certificates and other documents | <p>Certificates and other documents to be delivered to the Funder pursuant to the Facilities Agreement, including a director's certificate addressed to and capable of being relied on by the Funder.</p> |

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Company number: 07007434

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

APS GROUP SECURE SOLUTIONS LIMITED

Circulation date: 11 / 5 / 2021

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT:

1.1 the terms of and transactions contemplated by the Documents listed in Appendix 2 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with:

1.1.1 providing working capital to fund the needs of the Group (as defined in Appendix 1); and

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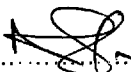
be and are approved;

1.2 Unless otherwise defined in these resolutions, terms defined in the Facilities Agreement shall have the same meaning when used in these resolutions.

1.3 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and

1.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into, execute, deliver and perform the obligations set out in the Relevant Documents.

The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.


.....

for and on behalf of
APS GROUP GLOBAL LIMITED

Date: 11 / 5 / 2021

APPENDIX 1
THE GROUP

| | | Company name | Company number |
|-----------|----------------------------|--|-----------------------|
| 1. | Parent | APS Group Holdco Limited | 13143564 |
| 2. | Parent Subsidiaries | APS Group Limited | 12085080 |
| 3. | | APS Group Global Limited | 06517986 |
| 4. | Clients | APS Group (Scotland) Limited | SC369510 |
| 5. | | Allied Publicity Services (Manchester) Limited | 00681528 |
| 6. | | APS Group Secure Solutions Limited | 07007434 |

APPENDIX 2

THE RELEVANT DOCUMENTS

| | Defined Term | |
|----|---|--|
| 1. | Facilities Agreement | <p>A master facilities agreement between BNP Paribas Commercial Finance Limited (the Funder) and the Parent and each other Group Company (together with the Parent the Obligors).</p> <p>The Facilities Agreement contains the terms on which the Funder will make available a receivables purchase facility to APS Group (Scotland) Limited, Allied Publicity Services (Manchester) Limited (APS Manchester) and the Company and a term credit facility and property facility to APS Manchester together in the maximum aggregate principal amount of £22,000,000 (the Facilities) for the purposes stated in the Facilities Agreement.</p> <p>The Facilities Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Funder (the Guarantee).</p> |
| 2. | Debenture | <p>A group debenture by which each Obligor:</p> <ul style="list-style-type: none"> (a) undertakes to discharge its own liabilities and obligations from time to time to the Funder; (b) by which APS Manchester grants a legal charge over its property at Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP registered under title number GM715185 and by which APS Manchester grants a fixed charge over various of its plant and machinery in favour of the Funder; (c) will grant fixed and floating charges over the whole of its property, assets and undertaking to secure its obligations to the Funder. |
| 3. | Certificates and other documents | <p>Certificates and other documents to be delivered to the Funder pursuant to the Facilities Agreement, including a director's certificate addressed to and capable of being relied on by the Funder.</p> |

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