

SEPARATOR SHEET

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COMPANIES HOUSE

Company No: 02518921

JULIUS A MELLER MANAGEMENT SERVICES LIMITED
(the "Company")

Written resolutions of the Company pursuant to
Section 281 and Chapter 2 of Part 13 of the Companies Act 2006

29 January **2021**
("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution ("**Resolution**") of the Company:

WRITTEN SPECIAL RESOLUTION

That the articles of association of the Company be and are hereby amended by:

- (A) the insertion of the wording "Subject to article 15 below," before the words "The directors may, in their absolute discretion," as such words appear at article 14;
- (B) the insertion of the following as new articles 15, 16 and 17:

"SHARE TRANSFERS

15 Notwithstanding anything contained in these articles:

- (a) the directors (or director if there is only one) may not decline to register any transfer of shares nor suspend registration of any such shares (whether or not a fully paid share);
- (b) a holder of shares in the Company is not required to comply with any provision of these articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders before any transfer may take place (including pre-emption rights);
- (c) a holder of shares in the Company does not have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise; and
- (d) the directors (or director if there is only one) may not exercise any lien over any shares to be transferred,

where in any such case the transfer is, or is to be:

- i) executed by a bank or lender or security trustee or security agent or institution or other person to which such shares have been mortgaged and/or charged by way of security (or by any nominee of such bank,

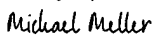
lender, security trustee, security agent, institution or other person) pursuant to a power of sale under such security;

- ii) executed by a receiver or manager appointed by or on behalf of any such bank or lender or security trustee or security agent or institution or other person under any such security; or
 - iii) to any such bank or lender or security trustee or security agent or institution or other person (or to its nominee) pursuant to any such security.
- 16 A certificate by any officer of such bank or lender or security trustee or security agent or institution or other person that the shares were so mortgaged and/or charged, and the transfer was so executed, shall be conclusive evidence of such facts.
- 17 Notwithstanding any other provisions of these articles, any tag along or drag along provisions in these articles shall not apply in respect of any shares which are transferred in any manner described in article 26 and the transferee of shares transferred in any manner described in article 26 shall not be required to comply with any terms of any of these articles relating to such tag along or drag along provisions."

AGREEMENT

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

We, being members of the Company representing not less than the majority of the total voting rights of eligible members of the Company specified in section 283(1) of the Companies Act 2006, hereby irrevocably agree to the resolution.

DocuSigned by:

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for and on behalf of
MELLER GROUP LIMITED

Date: 29 January 2021

NOTES:

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and delivering the signed copy by hand to any director of the Company. If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree to the Resolutions if you fail to reply.
- 2 If you agree with the Resolutions, please ensure that your agreement reaches us on or before the date which is 28 days from and including the Circulation Date set out above (the "**End Date**"). If your agreement reaches us after the End Date, it will be ineffective. Furthermore, unless by the End Date sufficient agreement has been received for the Resolutions to pass, they will lapse.