

Company No. 02732069

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION of STOKE PARK
LIMITED (the "**Company**")

Passed on 22 April 2021

The following written resolution of the members of the Company was passed as a special resolution of the Company pursuant to Part 13, Chapter 2 Companies Act 2006:

THAT the articles of association of the Company be amended by inserting the following as new articles of the Company:

15. Notwithstanding anything contained in these Articles the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

- (a) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a Secured Institution),
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice to the Company or 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 the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.

16. The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of Regulation 11 of Table A relating to liens over shares shall not apply in respect of any such shares.

17. Any pre-emption rights contained in these articles of association shall not apply in relation to any shares which have been charged by way of security to a Secured Institution by any shareholder of the Company from time to time.



18. In this article 18, "**Material**" means any agreement, arrangement, understanding or commitment between the Company and any other party and which requires expenditure by the Company of £2,000 or more per annum, or any agreement, arrangement, understanding or commitment between the Company and any customer which provides revenue to the Company in excess of £2,000 per annum.

In this article 18, "**Legacy Director**" means any person who is or has been a director of the Company prior to 22 April 2021.

No Legacy Director may, without the prior written consent of either (a) a director of the Company who is not a Legacy Director, (b) the shareholder(s) of the Company or the Company's parent undertaking(s) (c) such representative of the shareholder(s) of the Company whose identity is notified in writing to the Legacy Director from time to time, procure that the Company:

18.1 create, allot or issue any shares or agree, arrange or undertake to do any of those things;

18.2 give or agree to give any option, right to acquire or call (whether by conversion, subscription or otherwise) in respect of any of its share or loan capital;

18.3 acquire or agree to acquire an interest in a corporate body or merge or consolidate with a corporate body or any other person, enter into any demerger transaction or participate in any other type of corporate reconstruction;

18.4 acquire or dispose of, or agree to acquire or dispose of, any material assets, businesses or undertakings or any Material revenues or assume or incur, or agree to assume or incur, any Material liability, obligation or expense (actual or contingent);

18.5 pass any resolution by its members in general meeting or make any alteration to its articles of association;

18.6 declare, make or pay any dividend or other distribution;

18.7 enter into any Material contract, liability or commitment which is incapable of being terminated within three months or could involve expenditure or liability which is of a Material nature;

18.8 create, grant or allow to subsist any encumbrance or other agreement or arrangement which has the same or similar effect to the granting of security in respect of all or any part of the undertaking, property or assets of the Company;

18.9 repay (other than in the ordinary course of business), acquire, redeem or create any borrowings or other indebtedness or obligation in the nature of borrowings (including obligations pursuant to any debenture, bond, note, loan stock or other security and obligations pursuant to finance leases);

18.10 make any advance, loan or deposit of money other than in the ordinary course of business or cancel, release or assign any indebtedness owed to it;

18.11 change its policies in respect of debtors and/or payment of creditors;

- 18.12 make, or agree to make, any Material capital commitments or expenditure;
- 18.13 enter into any partnership, joint venture or other profit sharing agreement or acquire or agree to acquire or dispose of any asset, or share or other interest in any company, partnership or other venture or incorporate any subsidiary;
- 18.14 modify or terminate any rights under any of its contracts which are Material to the businesses of the Company;
- 18.15 remove or allow to be removed from any premises of the Company any plant or machinery of the Company;
- 18.16 initiate, settle or abandon any claim, litigation, arbitration or other proceedings where the amount in dispute is greater than £2,000 or make any admission of liability by the Company except, in any case, in relation to debt collection in the ordinary course of the business of sums not exceeding £2,000 for any single claim or as otherwise instructed by the Purchaser in writing;
- 18.17 make any change in the remuneration of or (without limitation) other terms of appointment of or vary the duties of or dismiss or terminate the appointment of any director of the Company;
- 18.18 employ any person(s) on a permanent basis;
- 18.19 vary any terms of any of its policies of insurance, knowingly take any action which may invalidate any of its policies of insurance or take out any additional or replacement policies of insurance;
- 18.20 enter into any transaction with any person otherwise than at arms' length and for full value;
- 18.21 make any proposal for the winding up or liquidation of the Company;
- 18.22 propose any scheme or plan of arrangement, reconstruction, amalgamation or demerger;
- 18.23 change its accounting reference date;
- 18.24 change its auditors or make any change to its accounting practices or policies, except where such change is recommended by its auditors as a consequence of a change in generally accepted accounting practices or policies applicable to companies carrying on businesses of a similar nature, or as a consequence of a change in law;
- 18.25 redeem or purchase any shares or reduce its issued share capital, or any uncalled or unpaid liability in respect thereof, or any capital redemption reserve, share premium account or other reserve that is not freely distributable;
- 18.26 adopt or participate in any pension scheme;
- 18.27 apply for any planning permission or implement any planning permission already obtained but not implemented in relation to the property of the Company; or

18.28 grant or agree to grant any lease or third party right in respect of the property of the Company or assign or agree to assign or otherwise dispose of the same,

except where the requirement of such consent would impose an unreasonable impediment on the day-to-day operations of the Company in the usual course of its business.

DocuSigned by:
Chister King

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Director