

Company No. 05082608

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ALEXANDER BONHILL LIMITED

(the Company)

Circulation date: 27 August 2021 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (CA 2006), the directors of the Company propose that the resolution numbered 1 be passed as an ordinary resolution and resolution 2 be passed as a special resolution.

ORDINARY RESOLUTION

1. That the provision of, and performance of the obligations set out in:
  - a. the facilities agreement appended to this Written Resolution (the Facilities Agreement) between HML Holdings Limited (the Borrower), HML Group Holdings Limited (as Parent) and others as Original Guarantors and Barclays Bank PLC (the Arranger, Agent, Original Lender and Security Agent);
  - b. the debenture between, among others, the Company and Barclays Bank PLC as Security Agent (the Debenture);
  - c. a letter of variation in connection with the existing Barclays overdraft facility to increase the net limit from £1.5 million to £2 million between, among others, the Company and Barclays Bank Plc (Letter of Variation); and
  - d. a director's certificate of the Company (Certificate),

and the transactions contemplated by the Facilities Agreement, the Debenture and the Certificate and any other Finance Documents (as defined in the Facilities Agreement) and related documents, notices and communications to which the Company is a party, be and are hereby approved (copies of the Facilities Agreement, Debenture, Letter of Variation and the Certificate having been supplied to members of the Company prior to the signing of this Written Resolution), subject to such changes as the Company's directors, in their absolute discretion think fit (such opinion being evidenced by the execution of the Document).

SPECIAL RESOLUTION

2. That the articles of association of the Company be and are hereby amended by the inclusion of the following definition and additional new article as the last article of the Company:

"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.

#### Secured shares

(1) Notwithstanding anything contained in these Articles:

- (a) the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) any transfer of shares in the Company; and
- (b) a holder of shares in the Company is not 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 transfer may take place and no such shareholder shall have any right under the Articles or otherwise to require any such shares to be transferred to them,

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

- (i) executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
- (ii) executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
- (iii) to any Secured Party pursuant to any relevant security interest;

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.

- (2) Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share which has 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.
- (3) If there is any inconsistency between any provision of this Article and any provision of any other Article, the provision of this Article shall apply.

Please read the notes at the end of this document before signifying your agreement to the resolutions set out in it (Resolutions).

We, the undersigned, being the members entitled to vote on the above resolutions, irrevocable agree to such resolutions.

Signature: .....  
DocuSigned by:  
FD2BAE80D8954A2...

Date: 27 August 2021 .....

For and on behalf of HML Holdings Limited

## NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version, either by hand, post or email to Nina Kapoor at BDB Pitmans LLP, One Bartholomew Close, London, EC1A 7BL or [NinaKAPOOR@bdbpitmans.com](mailto:NinaKAPOOR@bdbpitmans.com).

You may not return the Resolutions to the Company by any other method.

If you do not agree to 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. Unless by 28 days after the Circulation Date, sufficient agreement is received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before the expiry of this period.