

G-TUFT LIMITED
Company no: 07917706
(the “**Company**”)

(Pursuant to s288 of the Companies Act 2006 (the “**Act**”))

Circulation Date: 12 July 2022

(Passed on: 12 July 2022)

In accordance with Part 13 Ch 2 of the Act, the directors of the Company propose the following written resolutions which are proposed as special resolutions (“**Special Resolutions**”).

SPECIAL RESOLUTIONS

1. THAT the Company's entry into the following documents, as each is respectively defined in board minutes of the Company approving the circulation of these written resolutions, (the “**Relevant Documents**”):

- (a) the Deed of Accession;
- (b) the Supplemental Indenture;
- (c) the Supplemental Debenture; and
- (d) the Director's Certificate,

is in the best interests of the Company and is approved;

2. THAT the directors of the Company are authorised to do, or authorise anyone to do, the following on behalf of the Company:

- (a) execute and deliver the Relevant Documents, in their current form or with any changes the directors, or anyone authorised by the directors, may approve; and
- (b) execute and/or deliver any other documents or take any other action in relation to the Relevant Documents as the directors, or anyone authorised by the directors, may consider necessary; and

- (c) THAT notwithstanding any provisions contained in the articles of association of the Company (including any pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise, and lien referred to in the articles 21 and 22), the articles be and hereby are amended by the addition of new articles 21 and 22 as follows:

“21. Notwithstanding any contrary provisions in these articles, where shares in the Company have been mortgaged or charged by way of security in favour of a Secured Party (as defined in article 22)), any lien applicable to those shares is disapplied as against any Secured Party, its nominee or any receiver and as against any transferee of such Secured Party.”

“22. Notwithstanding any contrary provisions in these articles, the Directors of the Company may not decline to register any transfer of shares in the Company, nor may they suspend any registration thereof, where such transfer:

a. is to:

- i. a bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or to an affiliate thereof (any such entity a “**Financial Institution**”) or an agent or trustee for any Financial*

*Institution (together with the Financial Institutions, each a "**Secured Party**") where a security interest has been or is purported to be granted over those shares (each a "**Security**") that benefits a Secured Party; or*

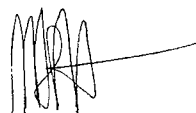
- ii. a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a Receiver) pursuant to powers granted to it under the Security; or*
- b. is delivered to the Company for registration in order to perfect or protect, or pursuant to, any Security of a Secured Party; or*
- c. is executed by a Secured Party or its nominee pursuant to a power of sale or other power existing under such security, and the directors shall forthwith register any such transfer of shares upon receipt 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 Party or its nominee and no Secured Party or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid 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 howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise."*

Agreement to the Special Resolutions

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

The undersigned, persons entitled on the date set out above to vote on the Special Resolutions, irrevocably agrees to the Special Resolutions.

Signed by Michael Scott

Signature.....

for and on behalf of **G-Tuft (Holdings) Ltd**

Date: 2022

NOTES

Procedures for signifying agreement

- 1 You can choose to agree to all of the written resolutions or none of them but you cannot agree to some only of the resolutions. If you agree to all of the resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company using one of the methods set out below.

- **By hand:** deliver the signed and dated copy to the Company Secretary, G-Tuft Limited, Worcester Road, Kidderminster, England, DY10 1JR.
- **By post:** return the signed and dated copy by post to the Company Secretary, G-Tuft Limited, Worcester Road, Kidderminster, England, DY10 1JR
- **By email:** send an email to the Company Secretary stating that you agree to the resolutions and stating your name.

If you do not agree to all of the written resolutions, you do not need to do anything. You will not be deemed to agree if you do not reply.

- 2 Only the addresses given above, and no other address given in this document or in any accompanying document, may be used to send any document or information relating to the written resolutions.

Period for agreeing to the written resolutions

- 3 Unless, by the end of the period of 28 days beginning with the Circulation Date stated at the head of this document, sufficient agreement has been received for the written resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during that date. Your agreement will be ineffective if received after that date.