

Company Number: 09590401

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

FS 2015 LIMITED

(the "Company")

Circulated on 27 August **2021**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that the resolutions below are passed as ordinary and special resolutions (as appropriate) of the Company (the "**Resolutions**"). We, being the sole corporate member of the Company entitled to vote on the Resolutions below and having been supplied with a copy of all draft documents referred to in these Resolutions **HEREBY PASS THE FOLLOWING RESOLUTIONS IN WRITING**, as ordinary and special resolutions (as appropriate) of the Company, and hereby irrevocably agree in accordance with Section 288 of the Act that the said Resolutions shall be valid and effective as if passed as ordinary and special resolutions (as appropriate) at a general meeting of the Company duly convened and held:

ORDINARY RESOLUTIONS

1. **THAT** the execution, performance and acceptance of the documents specified in the Schedule to this written resolution (the "**Documents**") by the Company be and are hereby approved (copies of the Documents having been supplied to the sole corporate member 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 Documents)).
2. **THAT** notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute and deliver and perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with the Documents for the Company (in such manner and subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of the Documents)).
3. **THAT** the Documents be in such form and contain such terms and conditions as the person(s) executing the same on behalf of the Company may determine.
4. **THAT** the terms of and the transactions contemplated by the Documents are for the commercial benefit of and in the best interests of the Company and will promote the success of the Company for the benefit of its sole member.
5. **THAT** the giving of security by the Company is in the best interests of the Company's business and is hereby approved.

SPECIAL RESOLUTIONS

6. **THAT** the articles of association of the Company be amended by inserting new Articles 13 and 14 as follows:

"13 Transfer of shares to secured institutions

13.1 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

- 13.1.1 to a bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (a "**Secured Institution**"), or to any nominee of such Secured Institution, pursuant to any such security;
- 13.1.2 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or
- 13.1.3 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles:

- 13.1.4 no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or to its nominee;
- 13.1.5 no Secured Institution or its nominee; and
- 13.1.6 no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer the shares which are or are to be the subject of any such transfer to the Members for the time being of the Company or any of them, and no such Member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not.

14 Liens over charged shares

14.1 The Company and the Directors shall not be entitled to exercise any lien which the Company has in respect of shares:

- 14.1.1 held by any Secured Institution to which such shares have been mortgaged or charged by way of security or to any nominee of such Secured Institution; or
- 14.1.2 being transferred as described in above."

AGREEMENT

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

The undersigned, being all the persons entitled to vote on the above Resolutions on
_____ 27 August _____ 2021, hereby irrevocably agree to the Resolutions.

Signed by **FS 2020 LIMITED**

DocuSigned by:
..... Nicholas Buchan
A36032567B79481...

Date:

27 August 2021
.....

Notes

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

(i) By Hand: delivering the signed copy to the registered office of the Company

(ii) Post: returning the signed copy to the registered office 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 if you fail to reply.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, by no later than 28 days following the circulation date specified above, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this 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 or authority when returning this document.

Schedule

The Documents

1. A deed of guarantee pursuant to which the Company and the other Guarantors (as defined therein) jointly and severally guarantee the liabilities due to TC Loans Limited (as Facility Agent, Lenders' Agent and Security Trustee) (the "**Lender**" and the "**Security Trustee**") from each Obligor (as defined therein);
2. an all monies debenture to be entered into by the Company in favour of the Security Trustee charging all of its assets and undertaking by way of fixed and floating charges as security for all monies and liabilities due or owing to the Lender by the Company;
3. a director's certificate of the Company to be signed by an authorised signatory of the Company, certifying and confirming certain matters more particularly set out therein; and
4. any other document, instrument, certificate, notice and confirmations required or desirable to be executed pursuant to any of the Documents or the transactions contemplated thereby.