

EXECUTION VERSION

Company number: 09777969

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

NM HOLDINGS (2015) LIMITED

(the "**Company**")



Circulation date: 28 January 2022 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Sole Director of the Company proposes that the following resolutions 1 to 7 below (inclusive) are passed as ordinary resolutions (the "**Ordinary Resolutions**") and resolution 8 below is passed as a special resolution (the "**Special Resolution**", together with the Ordinary Resolutions, the "**Resolutions**").

Capitalised terms used but not defined herein shall take the meaning given to them in the resolutions of the Sole Director proposing these Resolutions.

We, the undersigned, being the sole member of the Company entitled to vote on the following resolution on the Circulation Date, hereby signify our agreement to the Resolutions:

ORDINARY RESOLUTIONS

1. **THAT** the terms of and the transactions contemplated by the Documents and the entry into and performance by the Company of the Documents are HEREBY approved in all respects with all such amendments or modifications as the Sole Director may, in his absolute discretion deem fit and would promote the success of the Company for the benefit of its members as a whole and would be for the further benefit and advantage of the Company to enter into the Documents.
2. **THAT** the authorising of:
 - (a) the Sole Director (or in the case of a deed, the Sole Director in the presence of a witness who attests the signature) to approve the terms of the transactions contemplated by the Documents or any other documents in connection with such transactions and to execute, on behalf of the Company (as a deed or otherwise), the Documents to which it is a party, with any amendments that the the Sole Director may approve and any other documents in connection with any transactions contemplated in the Documents be and is hereby approved; and
 - (b) the Sole Director:
 - (i) to sign and/or despatch on behalf of the Company all documents and notices to be signed and/or despatched by the Company in connection with the Documents and/or any transactions contemplated therein;

- (ii) to act on behalf of the Company to execute and deliver any agreement, power of attorney, deed or other document required to be executed and delivered in connection with the Documents and/or any transactions contemplated therein; and
- (iii) to do all other acts and things that the the Sole Director may consider necessary or desirable in connection with the Documents and/or any transactions contemplated therein;
- (iv) to sign or execute as a deed (as applicable) using electronic signature (whether through a system such as DocuSign or some other form of electronic signature) and that this method of signature or execution is as conclusive as if signed by manuscript signature,

subject in each case to such amendments, amendments and restatements, supplements, modifications, renewals, replacements, substitutions and extensions that the Sole Director may approve, be and is hereby approved.

3. **THAT** the Sole Director is instructed and authorised to take any action in connection with the negotiation, execution, delivery and performance of the Documents as he shall deem necessary or appropriate.
4. **THAT** the provision of any guarantee and/or security by the Company pursuant to the terms of the Documents and the entry by the Company into the Documents to which it is a party and the performance of the transactions contemplated thereby will promote the success of the Company for the benefit of its members as a whole, and be to the further benefit and advantage of the Company.
5. **THAT** any act done or document executed pursuant to the foregoing resolutions shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the Sole Director of the company contained in or incorporated by reference in the Company's articles of association (such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolutions).
6. **THAT** any steps taken or act done by the Sole Director in connection with the Documents and/or any transactions contemplated therein, including but not limited to any steps and acts listed in this Written Resolution, be approved, authorised and ratified.
7. **THAT**, the Sole Director, and, in the case of any documents to be executed as a deed, the Sole Director in the presence of a witness who attests his signature, be authorised and directed to agree any amendments to and to execute and deliver the Documents and any documents contemplated thereby in such form as the Sole Director may approve at his discretion.

SPECIAL RESOLUTION

8. **THAT** the articles of association of the Company be amended by including a new Article 54 (*Security over Shares*) to read as follows:

"54.1 *Notwithstanding anything in these articles or the Model Articles:*

- (a) *the directors shall neither decline to register any transfer of shares nor suspend the registration of any transfer of shares where that transfer is:*

- (i) *in favour of a Secured Party;*
- (ii) *delivered to the Company for registration in order to perfect a Secured Party's security interest over those shares; or*
- (iii) *executed pursuant to any power of sale or otherwise under any security interest over those shares in favour of a Secured Party; and*

- (b) *the company shall not have a lien over any given shares if and for so long as:*

- (i) *those shares are registered in the name of a Secured Party;*
- (ii) *any person has delivered to the Company a transfer in respect of those shares in favour of a Secured Party in order to perfect that Secured Party's security interest over those shares; or*
- (iii) *those shares have been transferred to any person pursuant to any power of sale or otherwise under any security interest over those shares in favour of a Secured Party.*

54.2 *Notwithstanding anything to the contrary in these articles or the Model Articles, no person who transfers or proposes to transfer any shares in any of the circumstances described in article 54.1 is required to offer those shares to any shareholder from time to time of the Company, and no shareholder shall have any right under these Articles or otherwise to require that those shares be transferred to them (whether for consideration or not).*

54.3 *For the purposes of this article 54, "Secured Party" means any bank or financial institution or other entity to which a security interest has been granted over any shares, or any nominee, receiver or other entity acting on its behalf."*

The undersigned, being the sole member entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.

DocuSigned by:



Name: Nicholas Houghton

for and on behalf of

BUTTERWORTH SPENGLER GROUP LIMITED under a power of attorney dated 17 September 2021

Date: 28 January 2022

NOTES:

1. If you agree with 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:
 - a. By hand: delivering the signed copy to the Company's registered office.
 - b. Post: by returning the signed copy by post to the Company's registered office.
 - c. Email: attaching a scanned copy of the signed document to an email and sending it to the Company.
2. If you do not agree to the Resolutions, you do not need to do anything and you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless by the date 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to be passed, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or during this date.