Company No: 10398274

# ABBEY WOOD PROPERTY LTD (the "Company")



Written resolutions of the Company pursuant to Section 281 and Chapter 2 of Part 13 of the Companies Act 2006

30 June 2021 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution ("**Resolution**") of the Company:

### WRITTEN SPECIAL RESOLUTION

- 1. THAT the articles of association of the Company be altered by the insertion of the following wording at the end of article 26:
  - "26.6 Notwithstanding anything contained in these articles, any lien on any shares (whether part or fully paid) which the Company has shall not apply in respect of any shares that have been mortgaged or charged by way of security to a bank, other financial institution or other person to which shares have been mortgaged or charged by way of security (or any agent, trustee, nominee or nominees or receiver of such bank, financial institution or other person to which such shares have been mortgaged or charged by way of security)."
- 2. THAT the articles of association of the Company be altered by the insertion of the following wording at the end of article 36:
  - "36.7 Notwithstanding anything contained in these articles (whether by way of or in relation to pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise, including, for the avoidance of doubt, any lien referred to in the articles), the directors shall not decline to register any transfer of shares nor suspend registration thereof:
    - (a) where such transfer is in favour of a bank, other financial institution or other person to which such shares have been mortgaged or charged by way of security (each a "Secured Party"), or to any nominee of a Secured Party and the transfer is as contemplated by, or pursuant to, any mortgage or charge of shares or any call or other share option granted in favour of such Secured Party; or
    - (b) where such transfer is by or on behalf of a Secured Party or any nominee of a Secured Party in favour of any third party upon disposal or realisation of shares

following the Secured Party having become entitled to exercise or enforce its rights under any such mortgage, charge and/or call or other option,

and a certificate by or on behalf of the Secured Party that the relevant transfer is within paragraph (a) and (b) above shall be conclusive evidence of that fact."

#### **AGREEMENT**

## Please read the notes at the end of this document before signifying your agreement to the Resolution

We, being members of the Company representing not less than the majority of the total voting rights of eligible members of the Company specified in section 283(1) of the Companies Act 2006, hereby irrevocably agree to the resolution.

-DocuSigned by: Irfan Hussain — A7879FE848B94FC...

**IRFAN JAVEED HUSSAIN** 

Date:

30 June

B99<del>00FE75F8</del>34DE...

2021

**MARIN JAKISIC** 

DocuSigned by:

Date: 30 June

2021

#### NOTES:

- If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and delivering the signed copy by hand to any director 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 to the Resolutions if you fail to reply.
- If you agree with the Resolutions, please ensure that your agreement reaches us on or before the date which is 28 days from and including the Circulation Date set out above (the "End Date"). If your agreement reaches us after the End Date, it will be ineffective. Furthermore, unless by the End Date sufficient agreement has been received for the Resolutions to pass, they will lapse.