

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

OVERTURE TOPCO LIMITED

(Registered No. 10429491)

(the "Company")

Circulation Date: 10 October 2021 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and the articles of association of the Company (the "Articles"), the directors of the Company propose that the following resolutions are passed as special resolutions (the "Resolutions") and each by way of a written resolution:

"SPECIAL RESOLUTIONS

RESOLUTION (1)

THAT with effect from the date of passing of this Resolution (1), article 17.2 of the Articles be amended by deleting it in its entirety and replacing it with the following:

17.2A

- (a) Each Preference Share shall confer upon the holder the right to receive a fixed cumulative preferential cash dividend of an amount equal to the Preferred Rate on the Acquisition Cost of such Preference Share less an amount equal to any reduction in the amount of the Acquisition Cost deemed to have been made in accordance with Article 17.2D (the "Preferred Dividend").
- (b) The Preferred Dividend shall accrue on each Preference Share from day to day from the date of issue to the date on which such Preferred Dividend is paid in full.
- (c) To the extent that the Preferred Dividend is not paid, the amount of unpaid Preferred Dividend shall compound on 31 December in each year (and, for the avoidance of doubt, once compounded shall itself attract a Preferred Dividend).
- (d) In respect of the Class 1 Preference Shares, the Preferred Dividend will be paid upon redemption of the Preference Shares in accordance with Article 26 (the "Payment Date") and in respect of the Class 2 Preference Shares, the Preferred Dividend will be paid on the Payment Date.
- (e) If not paid at the time required to be paid in accordance with this Article 17.2A or Article 26, any amounts due in respect of the Preferred Dividend will nevertheless be due and payable and notwithstanding the fact that the accrual on the Preference Shares are expressed to be (and if not being paid, will be) cumulative, the amounts become a debt due from the company to the holders of Preference Shares entitled to such amounts due in respect of the Preferred Dividends without any

resolution of the Directors or the company in general meeting and such debt will be immediately payable by the company upon an Exit, provided in each case there are cash reserves which are available for distribution out of which the same may lawfully be paid.

17.2B Subject to Article 17.2D, any payments in respect of Distributions, so far as resolved to be distributed, will be made in the following order and on the pro-rata basis provided for in Article 17.2C:

- (a) first, in paying to the Preference Shareholders an amount equal to the Acquisition Cost of each Preference Share less any amount previously distributed in respect of each Preference Share pursuant to this Article 17.2B(a), until such time as the aggregate Distributions received in respect of one or more of the Preference Shares pursuant to this Article 17.2B(a) is an amount equal to its Acquisition Cost;
- (b) second, in paying to the Preference Shareholders such amount as would result in the aggregate Distributions received in respect of each and every Preference Share pursuant to Article 17.2B(a) and this Article 17.2B(b) being at least equal to its Acquisition Cost, provided that any amount paid in respect of a Preference Share pursuant to this Article 17.2B(b) in excess of an amount equal to (i) the Acquisition Cost of that Preference Shares; less (ii) any amount previously distributed on that Preference Share pursuant to Article 17.2B(a), shall be treated as a payment of the Preferred Dividend in respect of that Preference Share;
- (c) third, in paying to the Preference Shareholders an amount equal to the accrued and unpaid Preferred Dividend in respect of each Preference Share; and
- (d) fourth:
  - (i) until the Tranche I Return Amount has been achieved (whereupon this Article 17.2B(d)(i) shall cease to apply to all future Distributions), the holders of the Tranche I Shares shall be entitled to all payments in respect of Distributions (pro rata based on the number of Tranche I Shares held by each); and
  - (ii) after the Tranche I Return Amount has been achieved, the holders of the Ordinary Shares shall be entitled to all payments in respect of Distributions (pro rata based on the number of Ordinary Shares held by each).

17.2C Payments pursuant to Articles 17.2B(a), (b) and (c) shall be made pro-rata according to the accrued and unpaid Preferred Dividend in respect of each Preference Share until the accrued and unpaid Preferred Dividend in respect of each and every Preference Share has been repaid in full or deemed to have been repaid in full pursuant to Article 17.2D, following which, payments pursuant to any of Articles 17.2B(a), (b) and/or (c) shall be made pro-rata according to the number of Preference Shares.

17.2D For the purposes of determining (i) the amount on which the Preferred Dividend accrues for the purposes of Article 17.2A(a); and (ii) the basis of allocations of payments pursuant to Article 17.2C, payments made in respect of a Preference Share pursuant to Articles 17.2B(a), (b) and (c) shall be treated as first reducing the amount of accrued and unpaid Preferred Dividend on that Preference Share and then reducing the Acquisition Cost of that Preference Share.

17.2E No Preference Share shall entitle the holder(s) to receive in aggregate a cumulative amount in excess of its Acquisition Cost plus the accrued Preferred Dividend. If the application of Articles 17.2B(a), (b) and (c), Article 17.2C and Article 17.2D would otherwise result in a Preference Shareholder receiving an amount in excess of its Acquisition Cost plus the accrued Preferred Dividend then such excess amount will not be paid to such Preference Shareholder and will instead be applied pursuant to Article 17.2B(d);

#### RESOLUTION (2)

THAT with effect from the date of passing of this Resolution (2), the Articles be amended by the deletion of the definition of "Preferred Dividend" in paragraph 1 of the schedule in its entirety and replacing it with the following:

"Preferred Dividend" has the meaning given to it in Article 17.2A; and

#### RESOLUTION (3)

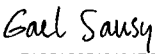
THAT with effect from the date of passing of this Resolution (3), the Articles be amended by the insertion in paragraph 1 of the schedule of a new definition as follows:

"Preference Shareholders" means the holders from time to time of Preference Shares;"

## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution(s).

We, the undersigned, being the persons entitled, as at the Circulation Date, to vote on the Resolutions hereby irrevocably agree to the Resolutions.


DocuSigned by:  
  
71C51C2512434EC...

Authorised signatory  
for and on behalf of  
Overture Luxembourg S.à r.l.

Date: 11 October 2021


For and on behalf of Hanson Advisory Ltd

Date:

DocuSigned by:  
  
DCEF756999B74F8...


Steve Kent

Date: 11 October 2021

DocuSigned by:  
  
EF6FE7E9F11249D...


Karen Roy

Date: 11 October 2021

DocuSigned by:  
  
38A9D0F270D64DB...

John McNeill

Date: 11 October 2021

DocuSigned by:  
  
BF9A3FB71B784F3...

Anthony Johnson

Date: 11 October 2021

## AGREEMENT

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Authorised signatory  
for and on behalf of  
Overture Luxembourg S.à r.l.

Date:



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For and on behalf of Hanson Advisory Ltd

Date: 11 October 2021

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Steve Kent

Date:

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Karen Roy

Date:

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John McNeill

Date:

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Anthony Johnson

Date:

## 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.
2. 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.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless, by the date which is 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or on this date.
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 of attorney or authority when returning this document.