

Company No. 11053433

Written Resolutions of the sole shareholder of Twinleaf GR Limited (the "Company")

Circulation Date:..... 22 August 2022

Background

- (a) It is proposed that Blackthorn GR Limited (the "**Borrower**") enter into the following:
- (i) a sale and purchase agreement dated on or about the Circulation Date between, amongst others, Lightyear Estates Holdings Limited (as Vendor) and the Borrower (as Purchaser) relating to the purchase of the shares in the Company, Kamario Limited, Venus GR Limited, Worsley Investment Properties Limited and Iris GR Limited; and
 - (ii) a sale and purchase agreement dated on or about the Circulation Date between, amongst others, Taylor Wimpey UK Limited (as Vendor) and the Borrower (as Purchaser) relating to the purchase of the shares in This is G2 Limited,
- (the acquisitions referred to at (i) – (ii) herein being together the "**Acquisitions**" and the share purchase agreements in respect of the Acquisitions being together the "**SPAs**").
- (b) In order to complete the Acquisitions, the Borrower, the Company and certain other members of its corporate group would be required to enter into a number of linked underlying transactions as further detailed in the Steps Plan (the Acquisitions and the transactions contemplated by the Steps Plan being together, the "Transactions").
- (c) It is proposed that the Borrower (as Borrower) enters into a secured, term loan facility agreement with Rothesay Life plc ("Rothesay") (as Arranger, Original Lender, Agent, Calculation Agent and Security Trustee) (the "Facility Agreement") in connection with the Transactions. The proceeds of the Loan under the Facility Agreement shall be applied towards, amongst other things, the Acquisitions in accordance with the provisions of the SPAs.
- (d) It is further proposed that the Company enters into the following documents in connection with the Facility Agreement:
- (i) an accession deed to the Facility Agreement pursuant to which the Company would accede to the Facility Agreement as an Additional Guarantor;
 - (ii) an accession deed to the Deed of Subordination pursuant to which the Company would accede to the Deed of Subordination as an Additional Obligor;
 - (iii) a composite debenture between, amongst others, the Company and Rothesay (as Security Trustee), under which the Company would grant security over the whole or substantially the whole of its rights, undertaking, property and assets;
 - (iv) a managing agent agreement between, amongst others, the Company and Estates & Management Limited, relating to the management of the Properties;
 - (v) a duty of care agreement between, amongst others, the Company and Rothesay (in its capacity as Agent and Security Trustee);

- (vi) an intra group loan agreement between the Company, the Borrower and each Additional Guarantor;
 - (vii) a contribution agreement between the Company, the Borrower and each Additional Guarantor;
 - (viii) a director's certificate to be signed by a director of the Company confirming various statements and formalities as required by the Facility Agreement;
 - (ix) any documents required to implement the transactions contemplated by the Steps Plan; and
 - (x) any ancillary or related documents to the documents listed at paragraphs (i) – (ix) above,
- (together, the "**Transaction Documents**").
- (e) It is a condition precedent to the availability of funding under the Facility Agreement that the holders of the Company's entire issued share capital pass the written resolutions noted below as ordinary and special resolutions.
 - (f) Terms defined in the Facility Agreement shall, unless a contrary intention is indicated, bear the same meanings when used in these written resolutions.

Ordinary Resolutions

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), it is proposed that the following ordinary resolutions (the "**Ordinary Resolutions**") be passed:

1. THAT the directors have authority to approve the terms of the Transactions and the transactions contemplated by the Transaction Documents and any subsequent amendments to the Transaction Documents.
2. THAT none of Paul Hallam, Christopher McGill, William Procter or Michael Watson who are directors of the Company as well as the other companies listed in Schedule 1 shall infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of those other companies listed in Schedule 1 entering into or otherwise being interested in the Transaction Documents and/or the transactions contemplated thereby and/or the Transactions and/or any subsequent amendments to the Transaction Documents.
3. THAT notwithstanding any contrary provisions of the memorandum or articles of association of the Company, for the purposes of the Transactions, the transactions contemplated by the Transaction Documents and any subsequent amendments to the Transaction Documents, a director who is considered to have a conflict of interest or is otherwise interest in a transaction with the Company and has duly declared such interest may be counted as participating in a decision at a directors' meeting, or part of a directors' meeting, relating to it for quorum or voting purposes and any such contrary provisions are, for the avoidance of doubt, disapplied for this purpose.
4. THAT the terms of and the transactions contemplated by the Transaction Documents to which the Company is to be a party are hereby approved and that the entry into by the Company of the Transaction Documents to which it is a party will promote the success of the Company for the benefit of its members as a whole.

5. THAT each director and the company secretary be severally (or in the case of a deed, any director in the presence of an attesting witness) authorised to do any act, matter or thing, and to execute and deliver any Transaction Document and any document, deed, agreement, certificate, amendment, notice, communication or confirmation as is required or as they may approve or as they may deem necessary or desirable to be done or executed in connection with the Transaction Documents, or the transactions contemplated therein, and to approve any amendments or complete any details in relation to any Transaction Document or any other document referred to in these resolutions (including additional parties), that approval being conclusively evidenced by the execution or signature of the relevant Transaction Document or amending document.
6. THAT each director and the company secretary be severally (or, in the case of a deed, any director in the presence of an attesting witness) authorised to do any act, matter or thing, and to execute and deliver any document, deed, agreement, certificate, notice, communication or confirmation as is required or as they may approve or as they may deem necessary or desirable to be done or executed following the meeting, in connection with the Transactions, the transactions envisaged by the Transaction Documents, the release process in connection with the release of any Hold Back Amount, and the release of any Hold Back Amount pursuant to the terms of the Finance Documents.

Special Resolution

Pursuant to Chapter 2 of Part 13 of the Act, it is proposed that the following special resolution (the "**Special Resolution**") be passed, the Ordinary Resolutions and the Special Resolution, together (the "**Resolutions**"):

THAT the draft articles of association attached to these resolutions at Schedule 2 be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

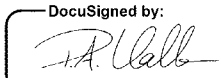
Agreement

Please read the Notes below before taking any action with regard to the Resolutions.

The undersigned, being an "eligible member" (as defined in section 289 of the Act) and entitled to vote on the Resolutions on the circulation date specified above, hereby irrevocably agrees to the Resolutions:

Full name of member (print): Blackthorn GR Limited

Signature:

DocuSigned by:

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Date:

.....22 August 2022.....

NOTES

1. You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of them. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to The Company Secretary, Berkeley House, 304 Regents Park Road, London, England N3 2JX marked for the attention of the Company Secretary.

You may not return the Resolutions to the Company by any other method.

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 the date falling 28 days after the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or on this date.

Schedule 1

Companies

Company Name	Registration Number	Secretary	Director	Director	Director	Director
		Daniel Lau	Christopher McGill	William Procter	Paul Hallam	Michael Watson
Arctic GR Limited	11053163	Y	Y	Y	Y	Y
Blackthorn GR Limited	11053343	Y	Y	Y	Y	Y
Mertola 7 Limited	12273234	Y	Y	Y	Y	Y
Twinleaf GR Limited	11053433	Y	Y	Y	Y	Y
Kamario Limited	05741259	Y	Y	Y	Y	Y
Venus GR Limited	11054046	Y	Y	Y	Y	Y
Worsley Investment Properties Limited	09146193	Y	Y	Y	Y	Y
This is G2 Limited	05861560	Y	Y	Y	Y	Y
Iris GR Limited	11054275	Y	Y	Y	Y	Y
Lightyear Estates Holdings Limited	08249934	Y	Y	Y	Y	Y

Schedule 2

Articles of Association