

37 KS NOMINEE LIMITED

(Company number: 12831232) (the "Company")

WRITTEN RESOLUTION OF THE COMPANY

PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006

This document contains proposed written resolutions of the Company for approval by you as a member of the Company. Resolutions 1 - 3 are proposed as ordinary resolutions and require members holding a simple majority of the total voting rights of members entitled to vote on the resolutions to vote in favour of them to be passed. Resolution 4 is proposed as a special resolution and requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on the resolution to vote in favour of it to be passed.

The following documents relating to the resolutions are supplied with these resolutions:

- (i) a facilities agreement between (1) 37 KS Limited Partnership (the "**Partnership**"), acting by 37 KS GP Limited (the "**GP**") as its general partner, as the King Street borrower, (2) Chapel Walks Limited Partnership, acting by Chapel Walks GP Limited as its general partner, the Cavendish borrower, (3) the Guarantors (as listed in schedule 1 of the Facilities Agreement), and (4) GreenOak UK Secured Lending II S.à r.l. as lender (the "**Lender**"), (the "**Facilities Agreement**");
- (ii) a security agreement granted by the Company in its own capacity in favour of the Lender;
- (iii) a security agreement granted by the Company acting jointly as a trustee of the assets of the Partnership with the GP in favour of the Lender;
- (iv) a director's certificate addressed to the Agent; and
- (v) any other related documents,

The documents listed above are referred to in these resolutions (the **Resolutions**) as the **Documents**.

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolutions be passed by the Company:

ORDINARY RESOLUTIONS

1. **THAT** the execution and delivery by the Company of the Documents and the performance by the Company of its obligations under the Documents be and is hereby

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approved as being for the commercial benefit and advantage of and in the best interests of the Company.

2. **THAT** the Company's execution, delivery and performance of the Documents, with such amendments, variations and modifications as any director of the Company approves in his absolute discretion, the performance of the transactions contemplated by the Documents, and the approval, execution and delivery for and on behalf of the Company of any other agreement or document by a director of the Company under hand or as a deed which he considers necessary or desirable in connection with the Documents is hereby authorised.
3. **THAT** these resolutions have effect notwithstanding any provision of the Company's articles of association.

SPECIAL RESOLUTION

4. **THAT** the Company's articles of association be amended by insertion of new articles 55 to 57 as follows and the existing articles shall be renumbered accordingly:

"55 Notwithstanding anything contained in these Articles, where a transfer of shares in the Company is or is proposed to be:

55.1 executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;

55.2 executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or

55.3 made to any Secured Party pursuant to any relevant security interest,

each being a "**Secured Party Transfer**",

55.4 the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) such a Secured Party Transfer;

55.5 a holder of shares in the Company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any such Secured Party Transfer may take place; and

55.6 a holder of shares in the Company shall not have any right under the Articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them,

and, for the avoidance of doubt, regulations 4 and 26(5) of the private company model articles shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

56 Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these Articles shall not apply in respect of any such share, dividend or moneys payable.

57 If there is any inconsistency between any provision of these articles 55 to 57 and any provision of any other article, the provision of these articles 55 to 57 shall apply.

"Secured Party" means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person."

AGREEMENT

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

Members of the Company who are eligible members because they are entitled to vote on the Resolutions on the circulation date (that is the first date on which copies of the Resolutions are first sent to members, being 29 September 2020) should sign and date below to signify their agreement to the Resolutions and return the signed document by hand or by post to 50 Weymouth Mews, London, United Kingdom, W1G 7EH.

The Resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the circulation date otherwise it will lapse. The agreement of a member to the Resolutions is ineffective if signed after this date.

The undersigned, being the sole member of the Company entitled to vote on the Resolutions on the circulation date, hereby irrevocably agrees to the Resolutions.

DocuSigned by:

Signed70810FEF1FD4432.....

Director

for and on behalf of

37 KS GP LIMITED

Date: 29 September 2020

NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating the document where indicated above and returning it to the Company. If you do not agree to the Resolutions, you do not have 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 end of the period of 28 days beginning with the circulation date, sufficient agreement has been received from the required majority of eligible members for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
4. 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.

ANNEX

37 KS NOMINEE LIMITED

(Company number: 12831232) (the "Company")

**PRINT OF WRITTEN RESOLUTIONS OF THE COMPANY
PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006
PASSED ON 29 September 2020**

The following written resolution having been duly proposed by the directors of the Company was duly passed by the Company as a special resolution:

SPECIAL RESOLUTION

5. **THAT** the Company's articles of association be amended by insertion of new articles 55 to 57 as follows and the existing articles shall be renumbered accordingly:

"55 Notwithstanding anything contained in these Articles, where a transfer of shares in the Company is or is proposed to be:

- 55.1 executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
- 55.2 executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
- 55.3 made to any Secured Party pursuant to any relevant security interest,

each being a "**Secured Party Transfer**",

55.4 the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) such a Secured Party Transfer;

55.5 a holder of shares in the Company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any such Secured Party Transfer may take place; and

55.6 a holder of shares in the Company shall not have any right under the Articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them,

and, for the avoidance of doubt, regulations 4 and 26(5) of the private company model articles shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

- 56 Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party

and any lien conferred pursuant to these Articles shall not apply in respect of any such share, dividend or moneys payable.

57 If there is any inconsistency between any provision of these articles 55 to 57 and any provision of any other article, the provision of these articles 55 to 57 shall apply.

"Secured Party" means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person."