

COMPANIES ACT 2006

WRITTEN RESOLUTION

of

CEL V WIDNES A (UK) LIMITED

(company number 13189661)

(the "Company")

Circulation date: 25 September 2023



**Resolutions**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act") and section 291 of the Act, the directors of the Company propose that the resolutions set out below be passed as ordinary and special resolutions of the Company.

Terms and expressions defined in the Facility Agreement (as defined below) shall have the same meaning in these resolutions unless otherwise defined.

We, the undersigned, being the sole shareholder of the Company, hereby, pursuant to section 282 of the Act, agree that the following written resolutions be passed as ordinary resolutions, being for all purposes as valid and effective as if passed by us as ordinary resolutions at a general meeting of the Company:

**Ordinary Resolutions**

- 1.1 THAT the execution, delivery and performance of the documents that the Company is proposing to enter into certain documents in connection with the financing arrangements to be entered into pursuant to the documents listed in Annex 1 of these written resolutions (the "**Documents**"), the terms of the Documents and the transactions contemplated by the Documents are hereby approved (subject to such changes being made to the Documents as any director of the Company may, in his absolute discretion, think fit), copies of the Documents having been supplied to all Company members prior to the signing of this resolution.
- 1.2 THAT the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is given.
- 1.3 THAT these resolutions should have effect notwithstanding any provision of the Company's articles of association (the "**Articles**").
- 1.4 THAT notwithstanding any personal interest:
  - (a) any Director of the Company, either singly, or in the presence of a witness who attests the signature or with any other Director of the Company in the case of a deed, be authorised to execute and deliver the Documents on behalf of the Company, with such amendments thereto as such officer(s) shall in his absolute discretion think fit; and
  - (b) any Director of the Company, either singly, or in the presence of a witness who attests the signature or with any other Director of the Company in the case of a deed, be

authorised to do all such acts, including to execute any deeds, documents, certificates and notices as he may consider expedient in connection with the execution or performance by the Company of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith.

- 1.5 **THAT** the terms of the Documents, the transactions contemplated thereby and the execution and delivery of the Documents and performance of the Company's obligations under the Documents, in the forms produced to the meeting, and subject to such amendments as any authorised signatory (as appointed at this meeting) may agree to be in the interests of the Company, by the Company be and are hereby approved.
- 1.6 **THAT** any director of the Company be and is hereby authorised, on behalf of the Company, to execute and deliver those Documents to be executed under hand.
- 1.7 **THAT** pursuant to section 323 of the Act, any director of the Company be appointed a corporate representative of the Company at any meeting of shareholders or for the purpose of executing a shareholders' resolution of any company of which the Company is a member from time to time and, at his or her discretion, may exercise the powers of the Company as he or she may think fit in relation to any such Company in connection with the Documents.
- 1.8 **THAT** any director of the Company be and is hereby authorised to:
- (a) do anything necessary to carry into effect the purposes of the resolutions made at this meeting including any acts, things and actions on behalf of the Company as such director shall in his absolute discretion deem necessary or desirable in connection with the Documents and any transactions contemplated thereby;
  - (b) make or execute, deliver and/or despatch on behalf of the Company any notices, certificates, requests, communications or other documents (each an "**Ancillary Document**") to be made, executed or entered into in connection with any of the Documents, and, together with any other director of the Company or where any director of the Company signs in the presence of a witness who attests his signature, to execute and deliver as a deed on behalf of the Company those Ancillary Documents to be executed as deeds (including, if so required, by any two directors witnessing the affixation of the Company's seal to those Ancillary Documents in the manner required by the articles of association); and
  - (c) agree any amendments to any of the Documents or any Ancillary Document as that director (together with any other director of the Company in the case of any Finance Document or Ancillary Document in the form of a deed) may in his or their absolute discretion think fit. The execution of any Finance Document or Ancillary Document as prescribed by these resolutions being conclusive evidence of the due authorisation by the Company of the execution on the Company's behalf of that Finance Document or Ancillary Document, as so amended.
- 1.9 **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to the documents listed in Annex 2 to these written resolutions and perform its obligations and exercise its rights in relation to the Transaction.
- 1.10 **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution of the Documents to which it is to be party and all related matters.

### Special Resolution

Pursuant to Chapter 2 Part 13 of the Act, the directors of the Company propose that the resolution set out below be passed as a special resolution of the Company.

THAT the Articles of the Company be amended in the form set out in Annex 2 of this written resolution by inserting the following as a new Article 26(6) and a new Article 26(7):

- "(6) 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), the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof and no prior consent of the Company's holding company shall be required, where that transfer is:
- (a) to a Secured Party and/or a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or a Receiver;
  - (b) delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
  - (c) executed by a Secured Party or a Receiver pursuant to the power of sale or otherwise under such security,

and, furthermore, notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of those shares) and no Secured Party or a Receiver shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, where a security interest has been granted over any share in favour of a Secured Party, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these Articles or otherwise and the Company and the Directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

- (7) In Article 26(6) above:
- (a) a **Secured Party** means a bank, financial institution, trust, fund or other entity to which a security interest (including by way of mortgage or charge) has been granted over shares in the Company and any affiliate of any such person, an agent or trustee acting for any such person or such affiliate or a nominee of any of the foregoing; and
  - (b) a **Receiver** means any administrator, administrative receiver, receiver or receiver and manager or similar entity appointed by a Secured Party."

*[Remainder of page intentionally blank]*

SIGNED .....

  
**For and on behalf of CEL V UK Holding C Limited**

as attorney for Star UK Holdco III S.à r.l. under the power of attorney granted 30 June 2023

Date: 25 September 2023

Notes:

- 1 If you agree with the above resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by:
  - (a) delivering it by hand or by posting it to the Company;
  - (b) delivering it by hand or by posting it to Goodwin Procter (UK) LLP, 100 Cheapside, London, EC2V 6DY marked for the attention of Ayanda Kweyama; or
  - (c) by sending it as an attachment to an email to [akweyama@goodwinlaw.com](mailto:akweyama@goodwinlaw.com).
- 2 A member's agreement to a written resolution, once signified, may not be revoked.
- 3 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 4 The resolutions set out above must be passed within 28 days of the circulation date otherwise it will lapse.
- 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.

## Annex 1

### Documents

- 1 a facility agreement facility agreement to be dated on or around the date of these resolutions and to be entered into between (1) the Company as borrower (2) CEL V Widnes B (UK) Limited as borrower (3) ING Bank N.V., London Branch in its capacities as arranger (the "**Arranger**"), agent (the "**Agent**"), security agent (the "**Security Agent**"), original lender (the "**Original Lender**") and (4) ING Bank N.V, as hedge counterparty (the "**Hedge Counterparty**") pursuant to which the Original Lender would make available loan facilities of up to £37,020,000 in order to, amongst other things, refinance the costs of the acquisition of the land and buildings known as Gosey Lane, Widnes;
- 2 an English law debenture between, amongst others, (1) the Company and (2) the Security Agent;
- 3 the arrangement fee letter to be entered into between, among others, (1) the Company and (2) the Arranger;
- 4 an English law subordination agreement between, amongst others, (1) the Company and (2) the Security Agent;
- 5 a duty of care agreement between, among others, (1) the Company, (2) the Managing Agent and (3) the Security Agent;
- 6 an English law governed hedging agreement to be entered into between, amongst others, (1) the Company and (2) the Hedge Counterparty;
- 7 the pre-approved new lender list to be entered into between (1) the Company (as obligor's agent) and (2) the Agent;
- 8 a director's certificate addressed to the Agent; and
- 9 any other documents, agreements, deeds, intercompany agreements, certificates, notices, communications or confirmations pursuant to or in connection with, contemplated by or ancillary or related to the documents listed at paragraphs (1) to (8) above.

## **Annex 2**

### **Form of Amended Articles**