

Company number: SC014691

PRIVATE LIMITED COMPANY
WRITTEN RESOLUTIONS
of
WILLIAM WILSON LTD.
(the "Company")

(circulated on 1 February, 2021 (the "Circulation Date"))

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 are passed as ordinary resolutions ("Ordinary Resolutions") and resolution 3 is passed as a special resolution ("Special Resolution") by the shareholder of the Company:

ORDINARY RESOLUTIONS

1. THAT, with regard to:

- (i) an English law governed senior facility agreement (the "Senior Facility Agreement") to be dated on or around the date hereof to be entered into by, amongst others, CD&R Wolf Bidco Limited ("Bidco") as borrower, Bidco and CD&R Wolf UK Co 2 Limited (the "Parent") as original guarantors, Atlantic Park Strategic Capital Designated Activity Company as original lender (the "Unitranche Lender"), Atlantic Park Strategic Capital Fund, L.P. as agent (the "Term Loan Agent") and Atlantic Park Strategic Capital Fund, L.P. as security agent (the "Term Loan Security Agent");
- (ii) an English law governed asset-based revolving credit facility agreement (the "ABL Facility Agreement") to be dated on or around the date hereof to be entered into by, amongst others, Bidco as borrower, Bidco and the Parent as original guarantors, BNP Paribas Commercial Finance Limited and the Royal Bank of Canada as original lenders (the "ABL Original Lenders"), BNP Paribas Commercial Finance Limited as agent (the "ABL Agent") and BNP Paribas Commercial Finance Limited as security agent (the "ABL Security Agent");
- (iii) an English law governed intercreditor agreement (the "Intercreditor Agreement") to be dated on or around the date hereof to be entered into by, amongst others, Bidco, the Parent, the Term Loan Agent, the ABL Agent, the Term Loan Security Agent and the ABL Security Agent;
- (iv) an English law governed debenture to be dated on or around the date hereof to be entered into by Bidco and the Parent in favour of the Term Loan Security Agent (the "Unitranche Debenture");
- (v) an English law governed debenture to be dated on or around the date hereof to be entered into by Bidco and the Parent in favour of the ABL Security Agent (the "ABL Debenture");

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- (vi) a Scottish law governed floating charge to be dated on or around the date hereof to be entered into by the Company in favour of the Term Loan Security Agent;
- (vii) a Scottish law governed floating charge to be dated on or around the date hereof to be entered into by the Company in favour of the ABL Security Agent;
- (viii) a Scottish law governed standard security over (1) Crawpeel Road, Altens Industrial Estate, Aberdeen, (2) Glenholm, Altens Road, Nigg, Aberdeen, (3) 7/9 Pinefield Parade, Elgin, IV30 6JQ, (4) 26 North Street, Fraserburgh, AB43 9DJ and (5) Henderson Road, Longman Industrial Estate, Inverness, IV1 1SN (the "Properties") to be dated on or around the date hereof to be entered into by the Company in favour of the Term Loan Security Agent;
- (ix) a Scottish law governed standard security over the Properties to be dated on or around the date hereof to be entered into by the Company in favour of the ABL Security Agent;
- (x) a Scottish law governed ranking agreement to be dated on or around the date hereof to be entered into by (among others) the Company, William Wilson Holdings Limited, the Term Loan Security Agent and the ABL Security Agent;
- (xi) an English law governed accession deed to be dated on or around the date hereof to be entered into by, amongst others, the Company and the Term Loan Security Agent, pursuant to which the Company would accede to the Senior Facility Agreement and Intercreditor Agreement;
- (xii) an English law governed accession deed to be dated on or around the date hereof to be entered into by, amongst others, the company and the ABL Security Agent, pursuant to which the Company would accede to the ABL Facility Agreement and the Intercreditor Agreement;
- (xiii) an English law governed accession deed to be dated on or around the date hereof to be entered into by; amongst others, the Company and the Unitranche Security Agent, pursuant to which the Company would accede to the Unitranche Debenture;
- (xiv) an English law governed accession deed to be dated on or around the date hereof to be entered into by, amongst others, the Company and the ABL Security Agent, pursuant to which the Company would accede to the ABL Debenture;
- (xv) security notices required to be executed in connection with the Security Documents;
- (xvi) a pro forma Scottish law declaration of trust (if applicable); and
- (xvii) a director's certificate to be provided in connection with the Senior Facility Agreement and ABL Facility Agreement with, inter alia, the signatures of the authorised signatories of the Company annexed,

the documents listed at paragraphs (vi) to (xvii) above being the “Documents”,
it is resolved that:

- (a) the terms of, and the transactions contemplated by, the Documents, any other Senior Finance Document (as defined in the Senior Facility Agreement) and any other ABL Finance Documents (as defined in the ABL Facility Agreement) to which the Company is a party, and the performance by the Company of its obligations thereunder, be and are hereby approved and ratified;
- (b) the Documents and any other Senior Finance Documents and any other ABL Finance Documents to which the Company is a party should be executed and delivered by or on behalf of the Company;
- (c) notwithstanding any provisions of the Company’s constitutional documents or any interest of any director of the Company:
 - (i) any director of the Company be and is hereby authorised, on behalf of the Company, to execute and deliver those Documents, any other Senior Finance Documents and any other ABL Finance Documents to which the Company is a party to be executed under hand;
 - (ii) any two directors of the Company, any director of the Company and the company secretary or any director of the Company in the presence of a witness (each such director or company secretary being an “Authorised Signatory”), be and are hereby authorised, on behalf of the Company, to execute and deliver as a deed any Document, any other Senior Finance Documents and any other ABL Finance Documents to which the Company is a party if it is to be executed as a deed or probatively under Scots law (including, if so required, by witnessing the affixation of the Company’s seal to that Document or other Senior Finance Document to which the Company is a party);
- (d) any Authorised Signatory be and is hereby authorised to:
 - (i) do anything necessary to carry into effect the purposes of the resolutions made at this meeting;
 - (ii) negotiate, approve and execute any documentation relating to an ancillary facility (including any overdraft, letter of credit or bank guarantee) under the Senior Facility Agreement and/or the ABL Facility Agreement (and, if required, including any accession letters or notices relating to entry into such documentation);
 - (iii) make or execute, deliver and despatch on behalf of the Company any notices, certificates, requests (including any utilisation request or selection notice), communications or other documents (each an “Ancillary Document”) to be made, executed or entered into in connection with any of the Documents, any other Senior Finance Documents and any other ABL Finance Documents to which the Company is a party and, together with any other Authorised

Signatory (but provided that at least one of the Authorised Signatories is a director) or, if the Authorised Signatory is a director, in the presence of a witness to execute and deliver as a deed on behalf of the Company those Ancillary Documents to be executed as deeds or probatively under Scots law (including, if so required, by witnessing the affixation of the Company's seal to those Ancillary Documents); and

- (iv) to agree any amendments to any of the Documents, any other Senior Finance Documents and any other ABL Finance Documents to which the Company is a party or any Ancillary Document as that Authorised Signatory may (in his absolute discretion) think fit, the execution of any Document, any other Senior Finance Documents, any other ABL Finance Documents to which the Company is a party or Ancillary Document by an Authorised Signatory being conclusive evidence of the due authorisation by the Company of the execution and delivery, on the Company's behalf, of that Document, any other Senior Finance Documents, any ABL Finance Documents to which the Company is a party or Ancillary Documents, as so amended; and
 - (e) the Parent is authorised to act as the Company's agent in connection with any of the Documents, any other Senior Finance Documents and any ABL Finance Documents to which the Company is a party, or any Ancillary Documents.
2. THAT the execution and performance of the Documents, any other Senior Finance Documents and any ABL Finance Documents to which the Company is a party, and the transactions contemplated thereby, would promote the success of the Company for the benefit of its members as a whole.

SPECIAL RESOLUTION

3. THAT the articles of association attached to this written resolution be adopted as the articles of association of the Company, in substitution for, and to the exclusion of, the existing articles of association of the Company.

AGREEMENT

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

The undersigned, being the sole member of the Company entitled to vote on the above resolutions on the Circulation Date and having been supplied with a copy of the documents listed in these resolutions, hereby irrevocably agrees to the Ordinary Resolutions and the Special Resolution:

Signed by Simon Gray
for and on behalf of
William Wilson Holdings Limited

Date 1 February 2021.....

NOTES

1. You can choose to agree to all of the Ordinary Resolutions and the Special Resolution or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. If you do not agree to all of 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. The resolutions will lapse if not passed by the date that is 28 days after the Circulation Date. If you agree to the resolutions, please ensure that your agreement reaches us before or during 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.