

Company No: NI006169

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

JAMES HAMILTON & COMPANY (LURGAN) LIMITED
(the "Company")

TLT

Circulation Date: 24 August 2023

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and the Company's Articles of Association, the sole director of the Company proposes that the following resolutions are passed as ordinary resolutions as detailed below (the "**Resolutions**").

ORDINARY RESOLUTIONS

- 1 **THAT** the Company, in good faith and for the purpose of carrying on its business, approve the arrangements (the "**Transaction**") to be effected under the documents appended to the schedule of these resolutions to which it is a party (the "**Documents**") and perform its obligations and exercise its rights in relation to the Transaction.
- 2 **THAT** the Documents and the Transactions be and are hereby approved.
- 3 **THAT** the sole director 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 and all related matters.
- 4 **THAT** entering into the Documents is in the best interests of the Company's business and will promote the success of the Company for the benefit of its sole member.

SPECIAL RESOLUTIONS

1. THAT with effect from the passing of this resolution the articles of association of the Company be amended by inserting a new article 14 as follows:

"

- 14 Transfer of shares to a Secured Institution

- 14.1 Notwithstanding anything contained in these articles of association, the directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

- 14.1.1 to a bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (a **Secured Institution**), or to any nominee of such Secured Institution, pursuant to any such security;
- 14.1.2 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security; or
- 14.1.3 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles:

- (a) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee;
- (b) no Secured Institution or its nominee; and
- (c) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer shares which are the subject of any transfer aforesaid to any shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them for consideration or not.

- 14.2 Notwithstanding anything contained in these Articles, the Company shall have no lien over any shares which have been mortgaged or charged by way of security to a Secured Institution.
- 14.3 Notwithstanding anything contained in these Articles, the Company shall not be entitled to send a notice to any member of the Company requiring that member to pay any sum which is payable in respect of the shares which that member holds or to exercise any powers of forfeiture or sale which may flow from the non-payment of any such amounts."

AGREEMENT

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

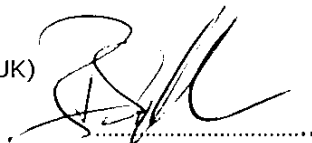
The undersigned, hereby irrevocably agrees to such the Resolutions.

Name of Shareholder

Signature

Date

Zeus Packaging Investments (UK)
Limited



21/04/13

NOTES

1. If you agree with the resolutions please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to the Company at its registered office FAO the sole director.
- **By Post:** returning the signed copy by post to the Company at its registered office FAO the sole director.
- **By E-mail** by attaching a scanned copy of the signed document to an email and sending it to the sole director.

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. Where by 28 days from the Circulation Date of these resolutions, insufficient agreement has been received for the resolutions to pass, such resolutions will lapse. If you agree to the resolutions, please ensure your agreement reaches us before or during this date.
3. Once given, your agreement to the resolutions may not be revoked.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
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.

Schedule
Documents

	Document	Parties
1	Formalities certificate to be given by the Sole Director setting out, inter alia, certain confirmations in relation to the Company as required to be given under the terms of the Accession Deed- Senior Facilities Agreement and Accession Deed- Offer Letter (as defined below)	(1) Sole Director
2	An accession deed to be entered into in relation to a senior facilities agreement dated 6 February 2019 (as amended and restated by an amendment and restatement agreement dated 29 April 2021, and as further amended and restated by way of a second amendment and restatement agreement dated 1 June 2022, and as may have been further amended, restated, supplemented, or novated from time to time) (the Accession Deed- Senior Facilities Agreement)	(1) Zeus Packaging Investments (UK) Limited (as Parent); (2) the Company; and (3) Allied Irish Banks p.l.c. as lender
3	An accession deed to be entered into in relation to an offer letter dated 22 June 2023 (the Accession Deed- Offer Letter)	(1) Zeus Packaging Investments (UK) Limited (as Parent); (2) the Company; and (3) Allied Irish Banks p.l.c. as lender
4	The guarantee and indemnity to be entered into in connection with the Accession Deed- Offer Letter (the Guarantee- Offer Letter)	(1) The Company; (2) Zeus Packaging Group Limited; and (3) Allied Irish Banks p.l.c. as lender
5	The debenture to be entered into in connection with the Accession Deed- Senior Facilities Agreement (the Debenture- Senior Facilities Agreement)	(1) The Company and (2) Allied Irish Banks p.l.c. as lender
6	The debenture to be entered into in connection with the Accession Deed- Offer Letter (the Debenture-Offer Letter)	(1) The Company and (2) Allied Irish Banks p.l.c. as lender
7	The share charge to be entered into in relation to the entire issued share capital in the Company, in connection with the Accession Deed- Senior Facilities Agreement (the Share Charge- Senior Facilities Agreement)	(1) Zeus Packaging Investments (UK) Limited; (2) The Company (as Process Agent); and (3) Allied Irish Banks p.l.c. as lender
8	The share charge to be entered into in relation to the entire issued share capital in the Company, in connection with the Accession Deed- Offer Letter (the Share Charge- Offer Letter)	(1) Zeus Packaging Investments (UK) Limited; (2) The Company (as Process Agent); and (3) Allied Irish Banks p.l.c. as lender