

THURSDAY



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CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

JONES DAY
21 TUDOR STREET
LONDON EC4Y 0DJ

Registered No: 02096981

NO ORDINARY SHOES LIMITED

(the "Company")

Written Resolution of the sole eligible member of the Company

date of circulation 26 September 2019 (the "Circulation Date")

pursuant to the articles of association of the Company

SPECIAL RESOLUTION

IT IS HEREBY RESOLVED as a special resolution in writing by the sole eligible member for the time being entitled to attend and vote at a general meeting of the Company pursuant to the articles of association of the Company and Chapter 2, Part 13 of the Companies Act 2006, (such resolutions to be valid and effectual as if the same had been passed at a General Meeting duly convened and held), as follows:-

1. THAT:

having considered the amendment and restatement agreement (the "**Amendment Agreement**") to be entered into between, *inter alios*, Big Lobster Limited, Ted Baker Plc, Ted Baker Hong Kong Limited, Ted Baker Limited, as Borrowers (as defined in the Facility Agreement (defined below)), the Company as a Guarantor (as defined in the Facility Agreement (defined below)) and Barclays Bank PLC in its capacity as facility agent and security agent relating to a £180,000,000 revolving credit facility originally dated 29 September 2014, as amended and restated on 15 July 2015 and further amended and restated on 15 December, on 31 May 2016 and further amended and restated on 25 September 2017 and further amended and restated on the date of the Amendment Agreement (the "**Facility Agreement**"), the transactions contemplated therein would benefit the Company and would be most likely to promote the success of the Company for the benefit of the members of the Company and that the execution thereof and of any documents required in connection therewith by the Company is unconditionally authorised and approved in all respects.

2. THAT the existing articles of association of the Company be modified by:

a. The insertion of a new Article 3.3 as follows:

"3.3 Notwithstanding any other provision of these articles or the Companies Act 2006, any lien on shares which the Company has (whether present or future) shall not apply in respect of any shares which have been charged by way of security to any bank, financial institution or other person (or any nominee or nominees of such a bank, financial institution or other person), and the Company shall not claim any lien (howsoever arising) in respect of such shares while such security interest remains unreleased.";

b. The insertion of a new Article 4.2 as follows:

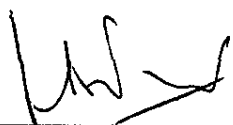
"4.2 Notwithstanding any other provision of these articles, any pre-emption rights conferred on existing members by these articles or otherwise and any

other restrictions on transfer of shares contained in these articles or otherwise shall not apply to, and the directors shall not decline to register, any transfer of shares where such transfer is:

(a) in favour of any bank, financial institution or other person (or any nominee or nominees of such a bank, financial institution or other person) to whom such shares are being transferred by way of security (whether such bank, financial institution or other person is acting as agent, trustee or otherwise); or

(b) in favour of or duly executed by any such bank, financial institution or other person (or any such nominee or nominees) to whom such shares (including any further shares in the company acquired by reason of its holding of such shares) are to be transferred pursuant to a power of sale under any security document which creates any security interest over such shares or any power of appropriation arising under any financial collateral arrangement; or

(c) duly executed by a receiver appointed by a bank, financial institution or other person (or any such nominee or nominees) pursuant to any security document which creates any security interest over such shares.”

A handwritten signature in black ink, consisting of stylized, cursive letters, positioned above a horizontal line.

Signed by
for and on behalf of **No Ordinary Designer Label Limited**
On date: 26 September 2019

Notes to the Written Resolution:

1. The members eligible to vote on a written resolution are those who would have been entitled to vote on the circulation date of the resolution. The circulation date of a written resolution is the date on which copies of it are sent to members (or, if copies are sent to members on different days, the first of those days) If persons entitled to vote on a written resolution change during the course of the day that is the circulation date of the resolution, the eligible members are the persons entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a member for his agreement.
2. On a vote on a written resolution every member has one vote in respect of each share.
3. On a written resolution a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
4. If you agree to the above resolution please signify your agreement by signing and dating this document where indicated above, indicating either the number of shares that you vote in favour of the above resolution or that you vote all shares in favour of the above resolution, and returning it to the Company, by delivering it by hand or by posting it to Jones Day, 21 Tudor Street, London EC4Y 0DJ for the attention of Mamoun Shafi.
5. If you not agree to the above resolution you do not need to do anything. If you do not signify your agreement by signing and dating this document where indicated above you will be deemed not to agree to the above resolution.
6. If you indicate the number of shares that you vote in favour of the above resolution and such number is less than the total number of shares held by you, you will be deemed not to agree to the above resolution in respect of those shares that you do not vote in favour.
7. A member's agreement to a written resolution, once signified, may not be revoked.
8. A written resolution is passed when the requisite majority of eligible members have signified their agreement to it.
9. A member signifies his agreement to a proposed written resolution when the company receives from him (or from someone acting on his behalf) a signed and dated document made in accordance with note 4 above.
10. 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.
11. The resolution set out above must be passed 28 days after the Circulation Date, after which they will be deemed to have lapsed. If you agree to the above resolution please ensure that you signify your agreement in accordance with note 4 above within this timeframe.

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