

**Company number: 05754304**

**Private Company Limited by Shares**

**Written Resolutions**

**of**

**Molson Compact Ltd ("Company")**

29 September

**2021 (the Circulation Date)**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the **CA 2006**), the directors of the Company propose that resolutions 1 to 3 be passed as ordinary resolutions and that resolutions 4 to 5 be passed as special resolutions (the **Resolutions**).

**Ordinary Resolutions**

1. **THAT** the amendment and restatement agreement (the "**Restatement Agreement**") relating to the existing facilities agreement between (amongst others) HSBC UK Bank plc (as the "**Lender**") and the Company originally dated 19 June 2019 and as has been amended, restated, supplemented or otherwise varied from time to time, including under an amendment and restatement agreement dated 11 August 2020 (the "**Existing Facilities Agreement**") be and is approved.
2. **THAT** the deed of confirmation in respect of the security and guarantees granted for the benefit of the Lender by the Company in respect of the Existing Facilities Agreement as is more particularly described therein be and is approved.
3. **THAT** the side letter to the subordination letter originally dated 4 November 2019 (as amended, restated, supplemented or otherwise varied from time to time) made between (amongst others) BGF investments LP ("**BGF**"), the Lender, the Company and other members of the Company's group (the "**Subordination Letter**") setting out the arrangements regarding priorities between BGF and the Lender in respect of the Bank Liabilities and the BGF Liabilities (as defined in the Subordination Letter), which under such side letter BGF shall confirm the continuance of the priority arrangements described therein, such arrangements being (among others) that the Subordination Letter continues to apply in respect of all amounts advanced by the Lender pursuant to the Existing Facilities Agreement, and also provide their consent to the amendments contemplated under the Restatement Agreement be and is approved.
4. **THAT** the articles of association of the Company be amended by inserting a new Article 13 as follows:

**"13. TRANSFER OF SHARES TO SECURED INSTITUTIONS**

"13.1 Notwithstanding anything contained in these articles, the Directors of the Company may not decline to register any transfer of shares, whether or not fully paid, in the Company and may not suspend any registration thereof, where such transfer is:

- (i) 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;

- (ii) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares;
- (iii) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security; or
- (iv) 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:

- (i) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee;
- (ii) no Secured Institution or its nominee; and
- (iii) 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.

13.2 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.

13.3 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".

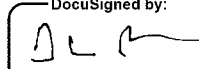
5. **THAT** the existing articles of association shall be renumbered accordingly.

## AGREEMENT

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

The undersigned, persons entitled to vote on the above Resolutions on the Circulation Date hereby irrevocably agree to the Resolutions:

Signed by for and on behalf of  
**Molson Group Ltd**

DocuSigned by:  
  
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Date

29 September 2021

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## NOTES

1. If you agree to 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's registered office.

**Post:** returning the signed copy to the Company's registered office.

**Electronically:** returning the signed copy to the Company's lawyers, being TLT LLP, via the DocuSign signing platform.

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. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Where, by 28 days after the Circulation Date, insufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please indicate your agreement and notify us as soon as possible.

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.