



A24 *ACGSR0W* 22/11/2023 #43
 COMPANIES HOUSE
 A14 *ACG11HX* 10/11/2023 #122
 COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

Gnostic Ventures Limited (the Company)

(Company Number 7679868)

Registered Office at C/O Em Accountancy Ltd Trafalgar House, 110 Manchester Road,
 Altrincham, WA14 1NU

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as ordinary resolutions (together, the "Resolutions").

Unless otherwise defined or the context otherwise requires, words and expressions defined in the Loan Agreement (as defined below) bear the same meanings when used in this Written Resolution.

ORDINARY RESOLUTIONS

1. **THAT** the terms and conditions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which the Company is proposing to enter into in connection with the Company's banking and finance arrangements be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the sole director) the sole director of the Company be and are hereby empowered, authorised and directed to complete and enter into such documents, being:

- a. a Loan Agreement for the sum of £587,707 between (1) Optical Revolution Group Limited (CRN: 15208593) and (2) Carl Zeiss Vision UK Limited (CRN: 02838963) ("CZV UK");
- b. a Debenture to be entered into between (1) the Company and (2) CZV UK; and
- c. a Cross Guarantee to be entered into between, among others (1) the Company and (2) CZV UK.

(together, the "Documents");

2. **THAT** the terms of, and the transactions contemplated by, the Documents are in the best interests of the Company and the entry into by the Company of the proposed transactions substantially on the terms in the Documents will promote the success of the Company for the benefit of its members as a whole;

3. **THAT** the sole director has the authority of the Company to approve the terms of, and the transactions contemplated by, the Documents;
4. **THAT** the sole director of the Company be and is hereby empowered, authorised and directed to enter into and to sign those of the Documents and all documents ancillary to them required to be signed under hand on behalf of the Company;
5. **THAT** the sole director of the Company in the presence of a witness (an "Authorised Officer") be and is hereby empowered, authorised and directed to enter into and to execute and deliver as a deed on behalf of the Company those Documents and all documents ancillary to them which are required to be executed and delivered as a deed; and
6. **THAT** the sole director be authorised:
 - a. to execute any notice, certificate or other document required to be executed or delivered on behalf of the Company pursuant to any of the Documents;
 - b. to agree any amendments to the form of the Documents; and
 - c. to certify as true, complete and up to date copies of any documents required to be delivered to any person in connection with the Documents, including a copy of this Written Resolution.

SPECIAL RESOLUTIONS

7. **THAT**, pursuant to Section 21 of the Companies Act 2006, the Articles of Association of the Company be amended by inserting the following new Article 26(2) as set out below:

"26 (2) Notwithstanding anything contained in these Articles, 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 that transfer is:

 - (i) to a Secured Party;
 - (ii) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
 - (iii) is executed by a Secured Party pursuant to the power of sale or otherwise under such security.

and a certificate by any official of a Secured Party that the shares are or are to be subject to such security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts. 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 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, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of any shares which have been charged by way of security to a Secured Party or which are transferred in accordance with the provisions of this Article.

For the purposes of this Article, "Secured Party" means a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in the loans, securities or other financial assets 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."

AGREEMENT

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

The undersigned, as a person entitled to vote on the Resolution, hereby irrevocably agrees to the Resolution:

Signed: 

As director, for and on behalf of Optical
Revolution Group Limited

Dated: 2nd / 10th / November 2023