

Melford II (GPCO) Ltd

(company number 08604736) (**Company**)

Private company limited by shares

Written Resolutions of the Sole Member of the Company

Definitions used in the Facility Agreement (as defined below) shall have the same meaning set out herein unless otherwise stated.

26 June 2023 (**Circulation Date**)

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 4 below are passed as ordinary resolutions, and resolution 5 is passed as a special resolution (**Resolutions**):

Ordinary Resolutions

1. THAT, in connection with a £6,000,000 uncommitted revolving credit facility agreement to be made between, among others, (1) Melford Capital Partners (Holdings) LLP and Melford Holdings LLP as borrowers, (2) the entities listed in Part II of Schedule 1 thereto (including the Company) as guarantors, (3) OakNorth Bank PLC ("**OakNorth**") as mandated lead arranger, (4) the financial institution listed in Part III of Schedule 1 thereto as original lender, (5) OakNorth as agent (the "**Agent**") and (6) OakNorth as security trustee for the Secured Parties (as defined therein) (the "**Security Agent**") (the "**Facility Agreement**"), the members of the Company hereby approve and authorise, for all purposes, the terms of, the arrangements contemplated by, and the execution, delivery and performance by the Company of each of the following documents.
2. That the terms of, and the transactions contemplated by, the documents listed at Appendix 1 to this Written Resolution (the **Documents**) which the Company is proposing to enter into in connection with the refinancing arrangements contemplated thereby are for the benefit and in the interest of the Company and are hereby approved (copies of such Documents having been supplied to the sole member of the Company prior to the signing of this Written Resolution).
3. That the directors of the Company are hereby authorised to take any action or enter into any other documents in connection with the Documents as they shall consider appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of the Company's directors.
4. Any acts done or documents executed pursuant to any of the forgoing paragraphs of these Resolutions will be for the benefit of the Company for the purpose of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole, shall be valid, effective and binding upon the Company, notwithstanding any limitation on the borrowing, securing, guaranteeing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed or abrogated to the extent required to give effect to the forgoing resolutions).

Special Resolutions

5. THAT the articles of association of the Company be amended by the inclusion of the following new articles as articles 26(6) and 26(7):

"26(6) Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend or delay registration thereof where such transfer:

- a) is to any lender, bank or institution, or an agent and/or trustee for a group of lenders, to which such shares have been pledged, mortgaged or charged by way of security, or to any nominee, successor, permitted assignee or transferee of such a lender, bank or institution (a "**Secured Institution**") or agent or trustee of a Secured Institution;*
- b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares or in order to transfer its shares to a third party;*
- c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security; or*
- d) is executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security*

and furthermore, notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor (including a Secured Institution) of any shares in the capital of the Company to a Secured Institution shall be required to provide any prior written notice of the transfer to the Company or to offer the shares which are, or are to be the subject of any transfer, to the existing shareholders of the Company at the time of the proposed transfer, and no such shareholder shall have any right under the articles or otherwise to require such shares to be transferred to them whether for consideration or not.

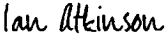
26(7) The company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of the articles relating to liens over shares shall not apply in respect of any such shares."

AND THAT any act done or document executed pursuant to this resolution shall be valid, effective and binding on the Company.

Agreement

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

The undersigned, being the person entitled to vote on the Resolutions on the Circulation Date, irrevocably agrees to the Resolutions:

DocuSigned by:

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Ian Atkinson, Director of Certidor Limited, a corporate director of BimInvest Ltd., a member of Melford Capital Partners (Holdings) LLP

Date: 27 June 2023

DocuSigned by:

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David Larkin, Director of Tredoric Limited, a corporate director of BimInvest Ltd., a member of Melford Capital Partners (Holdings) LLP

Date: 27 June 2023

Appendix 1

Documents

1. The Facility Agreement.
2. A debenture to be granted by the Company in favour of the Security Agent.
3. An English law governed subordination deed between the Company, the Security Agent and others.
4. A certificate of a director of the Company making certain confirmations as required under the Facility Agreement.
5. Any other documents, notices, acknowledgements or certificates to be entered into by the Company under or in connection with the Documents.

Notes:

If you agree with the Written 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 George Finlay at Fladgate LLP, 16 Great Queen Street, London WC2B 5DG
- **Post:** returning the signed copy by post to George Finlay, at Fladgate LLP 16 Great Queen Street, London WC2B 5DG
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to gfinlay@fladgate.com Please enter "Melford II (GPCo) Ltd - Shareholder Resolution" in the e-mail subject box.

If you do not agree to the Written Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

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

Unless within 28 days of the Circulation Date sufficient agreement has been received for the Written Resolutions to pass, it will lapse. If you agree to the Written Resolutions, please ensure that your agreement reaches us before or during this date.

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.

A written resolution is passed as an ordinary resolution if it is passed by members representing a simple majority of the total voting rights of eligible members. A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. In relation to a resolution proposed as a written resolution, the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date