

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**



of

Appleseed Holdco Limited

Crèwe Hall, Enterprise Park, Crewe, Cheshire, CW1 6UL

Company no. 09250826 (the **Company**)

Circulation date: 28 February 2022 (the **Circulation Date**)

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

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

**ORDINARY RESOLUTION**

1. That the provision of, and performance of the terms (as the same may be amended, varied, supplemented or substituted from time to time) set out in:
  - 1.1.1 the senior facilities agreement dated on or around the hereof and made between (1) Medication Packaging Holdco Limited (as **Parent**), (2) Appleseed Bidco Limited (as **Borrower**), (3) the Company and others (as **Guarantors**) and (3) Shawbrook Bank Limited (as **Lender**);
  - 1.1.2 the debenture between the Company in favour of the Lender, pursuant to which the Company shall grant security over its assets;
  - 1.1.3 an intercreditor agreement between the Lender, the Parent, the Company and others as intra-group lenders, and the Loan Note Holders (as defined therein) (the **Intercreditor Agreement**);
  - 1.1.4 a receivables financing agreement entered into by Medica Packaging Limited (company number 02776882) and the Lender (the CID Finance Document), for reference only;
  - 1.1.5 the director's certificate in respect of the Company;
  - 1.1.6 the Amended Articles; and
  - 1.1.7 any other documents required to be entered into by the Company in connection with the Facilities Agreement and the documents referred to above,

(documents 1.1.1 to 1.1.7 together, the **Documents**),

and the transactions contemplated by the Documents and related documents, notices and communications to which the Company is a party, be and are hereby approved (copies of the Documents having been supplied to members of the Company prior to the signing of this Written Resolution), subject to such changes as the Company's directors, in their absolute discretion think fit (such opinion being evidenced by the execution of the Document).

#### ORDINARY RESOLUTION

2. That each of the directors of the Company be and are hereby authorised at any meeting of the directors to count in the quorum and vote on any resolution of the directors relating to matters concerning the Facilities Agreement, and the transactions contemplated by the Facilities Agreement and any other Finance Documents (as defined in the Facilities Agreement), to which the Company is a party, notwithstanding that any one or more of such directors have or may have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company.

#### ORDINARY RESOLUTION

3. That the directors of the Company have the authority of the Company to approve the terms of, and the transactions contemplated by the Documents, and that any one of the directors of the Company be and is hereby authorised to execute and deliver the Documents on behalf of the Company, or in respect of any Document requiring execution as a deed, any two directors or one director in the presence of a witness (each an **Authorised Officer**) be and are hereby authorised to execute the same on the Company's behalf.

#### ORDINARY RESOLUTION

4. That any Authorised Officer 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 RESOLUTION

5. That the articles of association of the Company be and are hereby amended by the inclusion of the following definition and additional new article as the last article of the Company:

*"**Secured Party**" means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person.*

**Secured shares**

(1) *Notwithstanding anything contained in these Articles:*

- (a) *the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) any transfer of shares in the Company; and*
- (b) *a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any transfer may take place and no such shareholder shall have any right under the Articles or otherwise to require any such shares to be transferred to them,*

*where in any such case the transfer is or is proposed to be:*

- (i) *executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;*
- (ii) *executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or*
- (iii) *to any Secured Party pursuant to any relevant security interest;*

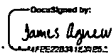
*A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.*

(2) *Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share which has been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these Articles shall not apply in respect of any such share.*

(3) *If there is any inconsistency between any provision of this Article and any provision of any other Article, the provision of this Article shall apply."*

Please read the notes at the end of this document before signifying your agreement to the resolutions set out in it (the **Resolutions**).

We, the undersigned, being the members entitled to vote on the above Resolutions, irrevocable agree to such Resolutions.

Signature: .....  ..... Date: 28 February 2022 .....

For and on behalf of **Medication Packaging Holdco Limited**

## NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version, either by hand, post or email to Robert Chidley at [robertchidley@bdbpitmans.com](mailto:robertchidley@bdbpitmans.com) or BDB Pitmans LLP, One Bartholomew Close, London EC1A 7BL.

You may not return the Resolutions to the Company by any other method.

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. Unless by 28 days after the Circulation Date, sufficient agreement is received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before the expiry of this period.