

Company Number: 10686030

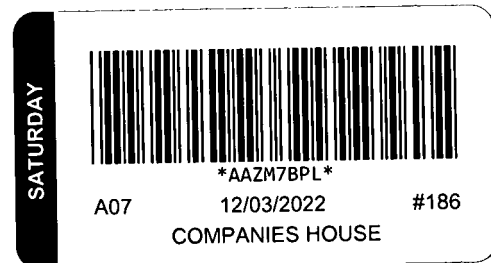
**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**Of**

**DALE TOPCO LIMITED**

**(the Company)**



Circulation date: 3 March 2022 (the Circulation Date)

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 and special resolutions (as applicable) (the "Resolutions").

Capitalised terms used but not defined herein shall take the meaning given to them in the resolutions of the board of directors appended to these Resolutions.

We, the undersigned, being the sole member of the Company entitled to vote on the following resolution on the Circulation Date, hereby signify our agreement to the Resolutions:

**ORDINARY RESOLUTIONS**

1. **THAT** the terms of and the transactions contemplated by the Documents and the entry into and performance by the Company of the Documents are HEREBY approved in all respects with all such amendments or modifications as any one director may, in his absolute discretion deem fit and would promote the success of the Company for the benefit of its members as a whole and would be for the further benefit and advantage of the Company to enter into the Documents.
2. **THAT** the authorising of:
  - a. each director (or in the case of a deed, any two directors or a director in the presence of a witness who attests the signature) to approve the terms of the transactions contemplated by the Documents or any other documents in connection with such transactions and to execute, on behalf of the Company (as a deed or otherwise), the Documents to which it is a party, with any amendments that the director may approve and any other documents in connection with any transactions contemplated in the Documents be and is hereby approved; and
  - b. each director:
    - i. to sign and/or despatch on behalf of the Company all documents and notices to be signed and/or despatched by the Company in connection with the Documents and/or any transactions contemplated therein;
    - ii. to act with any other director on behalf of the Company to execute and deliver any agreement, power of attorney, deed or other document required to be

## DIRECTORS' INDEMNITY AND INSURANCE

### Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

### Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

executed and delivered in connection with the Documents and/or any transactions contemplated therein; and

- iii. to do all other acts and things that the director may consider necessary or desirable in connection with the Documents and/or any transactions contemplated therein,

subject in each case to such amendments, amendments and restatements, supplements, modifications, renewals, replacements, substitutions and extensions that the director may approve, be and is hereby approved.

3. **THAT** the directors are instructed and authorised to take any action in connection with the negotiation, execution, delivery and performance of the Documents as they shall deem necessary or appropriate.
4. **THAT** the provision of any guarantee and/or security by the Company pursuant to the terms of the Documents and the entry by the Company into the Documents to which it is a party and the performance of the transactions contemplated thereby will promote the success of the Company for the benefit of its members as a whole, and be to the further benefit and advantage of the Company.
5. **THAT** any act done or document executed pursuant to the foregoing resolutions shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the directors of the company contained in or incorporated by reference in the Company's articles of association (such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolutions).
6. **THAT** any steps taken or act done by any director in connection with the Documents and/or any transactions contemplated therein, including but not limited to any steps and acts listed in this Written Resolution, be approved, authorised and ratified.
7. **THAT**, any director, and, in the case of any documents to be executed as a deed, any two directors or any director in the presence of a witness who attests his signature, be authorised and directed to agree any amendments to and to execute and deliver the Documents and any documents contemplated thereby in such form as they may approve at their discretion.

#### **SPECIAL RESOLUTION**

1. **THAT** the articles of association of the Company be altered by the adoption of new articles as Article 26(6), Article 26(7) and Article 26(8) (and that the existing articles be renumbered and cross references amended accordingly) as follows:

##### **Article 26(6)**

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

- a) *is to any bank or financial institution to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a lender, or agent and trustee for a group of banks or financial institutions or otherwise), or to any nominee of such a bank or financial institution (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;*
- c) is executed by a receiver or manager appointed by or on behalf of a secured institution or its nominee under any such security; or*
- d) is executed by a secured institution or its nominee pursuant to the power of sale or other power under such security,*

*and furthermore notwithstanding anything to the contrary contained in these articles, no transferor of any shares in the company or proposed transferor of such shares to a secured institution or its nominee and no secured institution or its nominee and no receiver or manager appointed by or on behalf of a secured institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.*

*A certificate from the secured institution, its nominee or any receiver (or similar officer) that the shares are or are to be subject to security and the transfer is in accordance with the provisions of this article 26(6) shall be conclusive evidence of such facts."*

#### **Article 26(7)**

*"Notwithstanding any other provision of these articles, any lien on shares which the company may have shall not apply in respect of any shares (i) which have been charged by way of security in favour of any bank or financial institution, on behalf of any bank or financial institution or to any nominee of such a bank or financial institution or (ii) that are transferred in accordance with article 26(6)."*

#### **Article 26(8)**


*"Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to certificates for the balance of such holdings upon payment of such reasonable sum as the directors may determine). Every certificate shall be executed under the seal or otherwise in accordance with the Act or in such other manner as the directors may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.*

The undersigned, being the sole member entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

**Name:** David Michael Bourdeau Jolly

for and on behalf of

**TOWERVIEW CARE LTD**

DocuSigned by:  
  
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**Date:** 3/3/2022

**NOTES:**

1. If you agree with 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:
  - a. By hand: delivering the signed copy to the Company's registered office.
  - b. Post: by returning the signed copy by post to the Company's registered office.
  - c. Email: attaching a scanned copy of the signed document to an email and sending it to the Company.
2. If you do not agree to the Resolutions, you do not need to do anything and you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless by the date 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to be passed, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or during this date.