

Company number: 02632020

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SNAPPY SNAPS FRANCHISES LIMITED

Circulation date: 31 2020

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are passed as ordinary or special resolutions of the Company (as indicated):

ORDINARY RESOLUTIONS

1. **THAT:**
 - 1.1 the terms of and transactions contemplated by the Documents listed in Appendix 1 to which the Company is (or is to become) a party (as may be amended, varied, supplemented or substituted from time to time) (the **Relevant Documents**) which the Company is proposing to enter into in connection with providing working capital to fund the needs of the Company's group be and are approved;
 - 1.2 the Company entering into the Relevant Documents was most likely to promote the success of the Company for the benefit of its members as a whole; and
 - 1.3 notwithstanding any personal interest of any of the directors, the board of directors of the Company be and is specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into the Relevant Documents.

SPECIAL RESOLUTION

2. **THAT** the articles of association of the Company be amended by inserting the following new article as article 19 (*Transfer of Shares to a Secured Institution*).

"TRANSFER OF SHARES TO A SECURED INSTITUTION

 - 19 *Notwithstanding anything contained in these Articles or in the Table A, the Directors shall not decline to register, nor may they suspend registration of, any transfer of Shares which:*
 - 19.1 *is to any bank or institution to which those Shares (the **Charged Shares**) have been charged by way of security, or to any nominee of such a bank or institution (a **Secured Institution**);*
 - 19.2 *is delivered to the Company for registration by a Secured Institution (or its nominee) in order to perfect its security over the Charged Shares; or*
 - 19.3 *is executed by a Secured Institution (or its nominee) under the power of sale or other power under such security.*
 20. *Notwithstanding anything to the contrary contained in these Articles or in the Table A, neither a transferor or proposed transferor of Charged Shares to a Secured Institution (or its nominee) nor a Secured Institution (or its nominee) will be required to provide any prior written notice to the Company or to offer the Charged Shares which are or are to be the subject of any such transfer to the Members (or any of them), and no Member shall have any right under these Articles or otherwise to require such Shares to be transferred to them whether for consideration or not.*
 21. *The Company shall have no lien on any Charged Shares and the provisions of article 9 in these Articles or in the Table A relating to liens over shares shall not apply in respect of any Charged Shares.*
 22. *Any pre-emption rights contained in these Articles shall not apply in relation to any Charged Shares."*



The person named below, being the sole person eligible to vote on the above resolutions on the circulation date, irrevocably agrees to each of those resolutions.


.....
Cedric Services Limited

Date: 3 July 2020

NOTE

1. If you agree with the resolutions, please sign and date this document and return 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 by post to the Company's registered office.

If you do not agree with 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. The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to them by the end of the period of 28 days beginning with the circulation date set out above. If you agree to the resolutions, please ensure that your agreement reaches us before that date.
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.

APPENDIX 1
THE DOCUMENTS

The following documents are each a Document and together the Documents .		
	Defined Term	
1.	Certificates and other documents	Certificates and other documents to be delivered to the Lender pursuant to each of the CLBILS Facility Agreement and the RCF Agreement.
2.	CLBILS Facility Agreement	<p>A facility agreement between National Westminster Bank plc (the Lender) and inter alia Timpson Group plc (the Borrower) and the Company (together with the Borrower the Obligors).</p> <p>The CLBILS Facility Agreement contains the terms on which the Lender will make available the Borrower term loan facility in the maximum aggregate principal amount of £40,000,000 (the Term Facility) for the purposes stated in therein.</p> <p>The CLBILS Facility Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Lender</p>
3.	Overdraft Agreement	An overdraft agreement made between the Lender and inter alia the Obligors.
4.	Debenture	A debenture by which inter alia the Company will grant fixed and floating charges over the whole of its property, assets and undertaking to secure all of its obligations to the Lender.
5.	RCF Agreement	<p>A revolving credit facility agreement between National Westminster Bank plc (the Lender) and inter alia the Borrower and the Company.</p> <p>The RCF Agreement contains the terms on which the Lender will make available to the Borrower revolving credit facility for the purposes stated in therein.</p> <p>The RCF Agreement contains a guarantee and indemnity to be given by the Company and other Obligors by which the Obligors will provide an indemnity and guarantee for each others' obligations from time to time to the Lender.</p>