THEORY, TALION AND PARTNERS

UNANIMOUS WRITTEN CONSENT

of the Equity Partners, given in place of Special Resolutions under clause 21(1) of the Partnership Agreement and section 25 of the Redmont Corporate Entities Act

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Amendment of clause 16

Transfer of 270 Units and admission of two Equity Partners

Appointment of a Managing Partner

CONSENTING PARTNERS

xXTheoryXx, 135 Units

Talion77, 135 Units

CreeperTD, 30 Units

INCOMING PARTNERS

Planke32

vennefly

Contents: Written Consent (Part A), Instruments of Transfer (Part B), Deeds of Adherence (Part C), Filing sequence (Part D)

PART A: WRITTEN CONSENT

Recitals

(A) Theory, Talion and Partners (the **Partnership**) is a limited liability partnership formed by the filing of its Partnership Agreement (the **Agreement**) in the Company Register. Terms defined in the Agreement have the same meaning in this document.

(B) The Equity Partners are xXTheoryXx (135 Units), Talion77 (135 Units) and CreeperTD (30 Units), who together hold all 300 Units. xXTheoryXx and Talion77 are the Founding Partners, and xXTheoryXx is the Managing Partner.

(C) xXTheoryXx wishes to transfer all of his 135 Units to Planke32, and Talion77 wishes to transfer all of his 135 Units to vennefly, in each case as an outright gift, so that neither of them holds any interest in the Partnership.

(D) Under clause 21(1) of the Agreement and section 25 of the Act, any action that may be taken by resolution may be taken by the written consent of the Partners holding the Units required to pass it. The undersigned hold every Unit. This consent therefore carries each Special Resolution below with all 300 Units, satisfies section 24(4) of the Act, gives the consent of every other Equity Partner that clause 12(1) of the Agreement requires for each transfer, and, being given by both Founding Partners, is not subject to the Founding Partner Veto.

Resolution 1: Amendment of clause 16

(1) As a Reserved Matter under clause 20(1)(a) of the Agreement, clause 16 of the Agreement is amended by adding subclause (6) as follows. No other provision is created, altered or removed.

Provision	Text before	Text after
Clause 16(6)	No subclause (6). Clause 16 ends at subclause (5).	(6) This clause does not apply to Units transferred under clause 12. A Partner who ceases to be a Partner because they have transferred all of their Units under clause 12 is not a Departing Partner, and no offer, cancellation or payment of Fair Value arises under this clause in respect of the Units transferred.

(2) The amendment takes effect on the filing of this consent in the Record under section 16(5) of the Act and clause 41(4) of the Agreement.

Resolution 2: Consent to transfers

(1) For the purposes of clause 12(1) of the Agreement, each Equity Partner consents in writing to:

(a) the transfer by xXTheoryXx to Planke32 of 135 Units, being all of the Units held by xXTheoryXx; and

(b) the transfer by Talion77 to vennefly of 135 Units, being all of the Units held by Talion77,

each on the terms of the Instrument of Transfer in Part B.

(2) Each transfer takes effect on the filing described in Part D under clause 12(3) of the Agreement and sections 16(1)(e) and 38(3) of the Act.

Resolution 3: Admission of Planke32 and vennefly

(1) As a Reserved Matter under clause 20(1)(b) of the Agreement, Planke32 and vennefly are each admitted as an Equity Partner under clause 9, on the following terms:

(a) Planke32 acquires 135 Units by transfer from xXTheoryXx, and vennefly acquires 135 Units by transfer from Talion77, and no new Units are issued, so that clause 9(4) does not apply;

(b) no capital contribution is required;

(c) the initial status of each is Practising or Non-Practising as determined by clause 8(3) on the facts at admission, and is stated in their Deed of Adherence; and

(d) each admission takes effect on the filing of the Deed of Adherence in Part C together with the corresponding Instrument of Transfer, under clause 9(3) of the Agreement and section 38(3) of the Act.

(2) Each incoming Partner is admitted on condition that they are not disqualified under section 83 of the Act and that they sign the Deed of Adherence before it is filed.

Resolution 4: Waiver of clause 16 for these Units

(1) Whether or not Resolution 1 has taken effect when a transfer is filed, each Equity Partner irrevocably waives any right to be offered the Units transferred under Resolution 2, and the Partnership is released from any obligation to cancel those Units or pay Fair Value for them, under clause 16 of the Agreement.

Resolution 5: Managing Partner

(1) xXTheoryXx ceases to be Managing Partner when he ceases to be an Equity Partner, under clause 22(2) of the Agreement.

(2) As a Reserved Matter under clause 20(1)(e) of the Agreement, **CreeperTD** is appointed Managing Partner under clause 22(3), with effect from the same filing by which xXTheoryXx ceases to be an Equity Partner, so that the office is never vacant. The appointment is filed in that same post under section 16(1)(b) of the Act and clause 22(4) of the Agreement.

(3) From that moment, CreeperTD is the individual designated to receive legal communications under section 17(3) of the Act by clause 4(2) of the Agreement, and the Partnership requests the Department of Commerce under section 8(2) of the Act and clause 3(3) of the Agreement to change the owner of the in game company TTP to CreeperTD.

(4) The Partners acknowledge that CreeperTD holds Judicial Office and is therefore a Non-Practising Partner under clauses 8(3) and 31(1) of the Agreement. Accordingly:

(a) clause 31(4) applies to him as Managing Partner, so that every power over the merits, strategy or conduct of matters is delegated to the Head of Practice and is not exercised by him;

(b) under clause 32(1), the Partnership shall not accept a new matter until a Head of Practice has been appointed under clause 28(3); and

(c) CreeperTD remains responsible for the finance, staffing, filings and Record of the Partnership and for every other power and duty of the Managing Partner that clause 31(4) leaves to him.

Resolution 6: Founding Partners

(1) When both transfers under Resolution 2 have taken effect, neither xXTheoryXx nor Talion77 holds any Unit. Each ceases to be an Equity Partner and a Founding Partner, the office of Founding Partner lapses under clause 25(6) of the Agreement, and clauses 25(7) to 25(9) and 45(4) apply.

(2) xXTheoryXx and Talion77 each confirm that, from the moment their transfer takes effect, they hold no interest, option, right or power in or over the Partnership, whether directly or through any other person, entity, nominee or trust, and that clause 25(8) of the Agreement describes their position.

(3) The consent of xXTheoryXx and Talion77 to the use of their names in the Registered Name under clause 17(2) of the Agreement continues, and confers no interest in the Partnership on either of them.

Resolution 7: Filings

(1) The filings in Part D are authorised and shall be made in the order stated. The Managing Partner for the time being may make each of them, and xXTheoryXx and Talion77 may each make the filing of their own transfer and cessation under section 16(3) of the Act.

(2) The Managing Partner shall update the Entity Profile under section 17 of the Act, including the current consolidated text of the Agreement as amended by Resolution 1.

Effect

(1) This consent takes effect when the last of the three consents below is given in the Record or the Partners' Channel, under section 25(3) of the Act. Each resolution then takes effect at the time it states.

Given by every Equity Partner

xXTheoryXx 135 Units Founding Partner and Managing Partner Date:	Talion77 135 Units Founding Partner Date:	CreeperTD 30 Units Equity Partner Date:

PART B: INSTRUMENTS OF TRANSFER

Instrument of Transfer 1

Transferor	xXTheoryXx
Transferee	Planke32
Units	135 Units in Theory, Talion and Partners, being all of the Units held by the Transferor
Consideration	None. Outright gift.

(1) The Transferor transfers the Units to the Transferee absolutely, as an outright and unconditional gift for no consideration.

(2) The Transferee takes the Units in their own name and for their own account, and not as nominee, trustee or agent for the Transferor or for any person or entity in which the Transferor holds an interest.

(3) The Transferor retains no legal or beneficial interest in the Units, and no option, right of pre-emption, right of re-acquisition, right to direct any vote attaching to the Units, or right to any distribution declared after the transfer takes effect. Distributions declared before the transfer takes effect remain payable to the Transferor.

(4) The consent of every other Equity Partner required by clause 12(1) of the Partnership Agreement is given by Resolution 2 of the Unanimous Written Consent in Part A.

(5) This transfer takes effect on its filing in the Record under clause 12(3) of the Partnership Agreement and section 38(3) of the Redmont Corporate Entities Act.

xXTheoryXx, Transferor
Date:

Planke32, Transferee
Date:

Instrument of Transfer 2

Transferor	Talion77
Transferee	vennefly
Units	135 Units in Theory, Talion and Partners, being all of the Units held by the Transferor
Consideration	None. Outright gift.

(1) The Transferor transfers the Units to the Transferee absolutely, as an outright and unconditional gift for no consideration.

(2) The Transferee takes the Units in their own name and for their own account, and not as nominee, trustee or agent for the Transferor or for any person or entity in which the Transferor holds an interest.

(3) The Transferor retains no legal or beneficial interest in the Units, and no option, right of pre-emption, right of re-acquisition, right to direct any vote attaching to the Units, or right to any distribution declared after the transfer takes effect. Distributions declared before the transfer takes effect remain payable to the Transferor.

(4) The consent of every other Equity Partner required by clause 12(1) of the Partnership Agreement is given by Resolution 2 of the Unanimous Written Consent in Part A.

(5) This transfer takes effect on its filing in the Record under clause 12(3) of the Partnership Agreement and section 38(3) of the Redmont Corporate Entities Act.

Talion77, Transferor
Date:

vennefly, Transferee
Date:

PART C: DEEDS OF ADHERENCE

Each Deed below is in the form of Schedule 3 of the Partnership Agreement and is made by the New Partner named in it in favour of Theory, Talion and Partners (the **Partnership**) and each of its Equity Partners.

Deed of Adherence 1: Planke32

(1) The New Partner confirms that they have read the Partnership Agreement of the Partnership as filed in the Company Register, including every amendment filed to the date of this Deed.

(2) The New Partner agrees to be bound by the Partnership Agreement as an Equity Partner from the date on which their admission is filed under section 38(3) of the Redmont Corporate Entities Act, as if they had been an original party to it.

(3) The New Partner acknowledges clauses 24, 25 to 27 and 45 of the Partnership Agreement, including clauses 25(7) to 25(9) and 45(4), and agrees that their Units are held subject to them.

(4) The New Partner confirms that they are not disqualified under section 83 of the Redmont Corporate Entities Act, and states below their BAR rank and standing and any Judicial Office or other Public Office they hold.

(5) The New Partner takes the Units in their own name and for their own account, and not as nominee or trustee for any other person or entity.

Particular	Entry
Name of New Partner	Planke32
BAR rank and standing	
Judicial Office or other Public Office held	
Special Resolution admitting the New Partner	Unanimous Written Consent of the Equity Partners, Resolution 3 (link to the filing):
Units acquired	135 Units, by transfer from xXTheoryXx (Instrument of Transfer 1)
Initial status (Practising or Non-Practising, clause 8(3))	
Capital contribution	None
Signature of New Partner and date	
Countersigned for the Partnership by the Managing Partner	

Deed of Adherence 2: vennefly

(1) The New Partner confirms that they have read the Partnership Agreement of the Partnership as filed in the Company Register, including every amendment filed to the date of this Deed.

(2) The New Partner agrees to be bound by the Partnership Agreement as an Equity Partner from the date on which their admission is filed under section 38(3) of the Redmont Corporate Entities Act, as if they had been an original party to it.

(3) The New Partner acknowledges clauses 24, 25 to 27 and 45 of the Partnership Agreement, including clauses 25(7) to 25(9) and 45(4), and agrees that their Units are held subject to them.

(4) The New Partner confirms that they are not disqualified under section 83 of the Redmont Corporate Entities Act, and states below their BAR rank and standing and any Judicial Office or other Public Office they hold.

(5) The New Partner takes the Units in their own name and for their own account, and not as nominee or trustee for any other person or entity.

Particular	Entry
Name of New Partner	vennefly
BAR rank and standing	
Judicial Office or other Public Office held	
Special Resolution admitting the New Partner	Unanimous Written Consent of the Equity Partners, Resolution 3 (link to the filing):
Units acquired	135 Units, by transfer from Talion77 (Instrument of Transfer 2)
Initial status (Practising or Non-Practising, clause 8(3))	
Capital contribution	None
Signature of New Partner and date	
Countersigned for the Partnership by the Managing Partner	

PART D: FILING SEQUENCE

Each filing below is a post in the Partnership's record in the Company Register. Every document is attached as a PDF through the forum's own attachment system under section 15(6) of the Act, and every post states in text the matters required by section 15(9). The order matters: the consent must be filed before the transfers, and the Managing Partner appointment is filed in the same post as the first transfer so that the office is never vacant.

No.	Post	Section 15(9) statement to include in the post
1	This Unanimous Written Consent (Part A), attached as a PDF. Filed by the Managing Partner.	**Nature:** Unanimous Written Consent of the Equity Partners under section 25 of the Act and clause 21(1), in place of Special Resolutions. **Date adopted:** the date of the last consent. **Provisions:** creates clause 16(6) of the Partnership Agreement (text before: none; text after: as set out in Resolution 1); no other provision altered or removed. Also approves the transfers, admissions and Managing Partner appointment below.
2	Instrument of Transfer 1 and Deed of Adherence 1, attached. Filed by xXTheoryXx or the Managing Partner.	**Nature:** transfer of 135 Units from xXTheoryXx to Planke32 (sections 16(1)(e) and 38(3)); admission of Planke32 as Equity Partner (clause 9(3)); cessation of xXTheoryXx as Equity Partner, Founding Partner and Managing Partner; appointment of CreeperTD as Managing Partner (section 16(1)(b)). **Date:** the date of this post. **Provisions:** none of the Partnership Agreement.
3	Instrument of Transfer 2 and Deed of Adherence 2, attached. Filed by Talion77 or the Managing Partner.	**Nature:** transfer of 135 Units from Talion77 to vennefly (sections 16(1)(e) and 38(3)); admission of vennefly as Equity Partner (clause 9(3)); cessation of Talion77 as Equity Partner and Founding Partner; lapse of the office of Founding Partner under clause 25(6). **Date:** the date of this post. **Provisions:** none of the Partnership Agreement.
4	Entity Profile edited by the Managing Partner (the first post of the record, not a new post).	Partner register: Planke32 135 Units (45%), vennefly 135 Units (45%), CreeperTD 30 Units (10%), all general partners with section 37(2) protection, with each Partner's status. Managing Partner and section 17(3) designee: CreeperTD. Office of Founding Partner: lapsed under clause 25(6). Current consolidated text of the Partnership Agreement, as amended by Resolution 1, attached. Current financial parameters. Any ongoing court case or enforcement action.
5	Request to the Department of Commerce under section 8(2).	Change the owner of the in game company TTP to CreeperTD, as Managing Partner under clause 3(3).