

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
CGROWTH CAPITAL, INC.**

December 7, 2022

In conformity with the applicable laws of the State of Delaware, the undersigned, being the sole director of CGrowth Capital, Inc, a corporation incorporated under the laws of the State of Delaware (the “**Company**”), hereby consents to and adopts the following resolutions and takes the following actions with the same force and effect as if such resolutions had been duly adopted and such actions duly taken at a meeting of the board of directors of the Company (the “**Board**”) duly called and convened for such purpose on the date first set forth above, with a full quorum present and acting throughout.

WHEREAS, the Board has determined it is in the best interests of the Company to accept the resignation of William M. Wright, III dated December 7, 2022, whereby Mr. Wright has resigned as Director, Chief Executive Officer and all other positions with the Company (the “**Wright Resignation**”);

WHEREAS, the Board has determined it is in the best interests of the Company to appoint Nicolas Link as the sole member of the Board and the Chief Executive Officer of the Company (the “**Link Appointment**”);

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to indemnify William M. Wright, III, the Company’s former Chief Executive Officer, President, Chief Financial Officer, Secretary and Treasurer, and Director effective as of December 7, 2022, for any and all actions that Mr. Wright undertook in good faith during his tenure of such positions since May 18, 2012 in accordance with Section 6 of the Company’s by-laws, except for any matter arising out of Wright’s willful misconduct or gross negligence (the “**Wright Indemnification**”);

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to indemnify Nicolas Link, the Company’s incoming Chief Executive Officer and sole Director effective as of December 7, 2022, for any and all actions that Mr. Link undertakes in good faith during his tenure of such positions in accordance with Section 6 of the Company’s by-laws, except for any matter arising out of Link’s willful misconduct or gross negligence (the “**Link Indemnification**”);

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, the terms and conditions of the transactions set forth therein be, and hereby are, authorized; and be it further

RESOLVED, that, the Board hereby accepts and approves the Wright Resignation; and be it further

RESOLVED, that, the Board hereby authorized and approves the Link Appointment; and be it further

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RESOLVED, that the Wright Indemnification and any acts of the Board or any officers or any attorney-in-fact of the Company related to Wright Indemnification, which acts would have been authorized by these resolutions, except that such acts were taken prior to the adoption of these resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects as acts in the name and on behalf of the Company; and it be further

RESOLVED, that the Board hereby authorizes and approves the Link Indemnification; and it be further

RESOLVED, and reaffirmed that the officers of the Company be, and each of them hereby is, authorized and directed to make all arrangements, to do and perform all such acts and things and to execute and deliver or file, in the name and on behalf of the Company, all such instruments, reports, notices, consents, waivers, certificates and other documents, as they may deem necessary or appropriate to effectuate the foregoing resolutions or otherwise in connection with the transaction described in or contemplated herein (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such instruments, reports and documents); and be it further

RESOLVED, that any action taken by any director, officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

RESOLVED, that this unanimous written consent of the Board shall be filed with the minutes of meetings of the Board and shall be treated for all purposes as action taken at a meeting.

IN WITNESS HEREOF, the undersigned has executed this written consent of the Board as of the date first above written.

OUTGOING SOLE DIRECTOR



William M. Wright, III

INCOMING SOLE DIRECTOR



Nicolas Link

December 7, 2022

VIA EMAIL ONLY

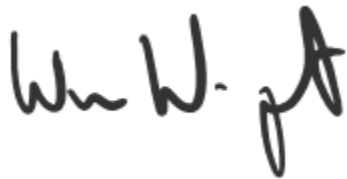
Board of Directors
CGrowth Capital, Inc.

Gentlemen,

I hereby resign my position as Director, Chief Executive Officer, and all other positions with CGrowth Capital, Inc. (the "Company"), effective the date written above.

This resignation is not the result of a disagreement with management regarding the operations, policies or practices of the Company. I hereby confirm that I have no claims and obligations towards the company.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Wm M. Wright III". The signature is stylized with a large, looped "W" and a distinct "III" at the end.

William M Wright III