

Company number: 02431297

PRIVATE LIMITED COMPANY

WRITTEN RESOLUTIONS

of

BCA AUTOMOTIVE LIMITED (the "Company")

(circulated on **2 february** 2017 (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 resolutions (the "**Written Resolutions**") by the shareholder of the Company:

ORDINARY RESOLUTIONS

1 THAT, with regard to:

- (a) an English law governed amendment and restatement agreement to be entered into between, among others, (1) BCA Marketplace plc as parent and obligors' agent (2) BCA Osprey IV Limited and BCA Osprey Finance Limited as borrowers (3) HSBC Bank plc as facility agent and (4) HSBC Corporate Trustee UK Limited as security agent (the "**Amendment and Restatement Agreement**");
- (b) a multicurrency term and revolving credit facility agreement originally dated 26 March 2015 (as amended and restated by an amendment and restatement agreement dated 1 June 2015 and as amended by an amendment letter dated 22 July 2015) and entered into between, among others, (1) the Company (2) BCA Osprey IV Limited and BCA Osprey Finance Limited as the borrowers (3) HSBC Bank plc as facility agent and (4) HSBC Corporate Trustee UK Limited as security agent, to be amended and restated in accordance with the terms of the Amendment and Restatement Agreement (the "**Amended and Restated Facilities Agreement**");
- (c) a director's certificate to be provided on behalf of the Company in connection with the Amendment and Restatement Agreement with, inter alia, the signatures of authorised signatories of the Company annexed;
- (d) an English law supplemental debenture creating fixed and floating charges over all assets, property and undertaking of the Company to be entered into between, among others, (1) the Company and (2) HSBC Corporate Trustee UK Limited;
- (e) a copy of the written resolutions in respect of the Company's wholly owned subsidiary, Walon Limited, approving (among other things) its wholly owned subsidiary's entry into certain documents required to be entered into by it pursuant to the terms of the Amendment and Restatement Agreement; and
- (f) any other ancillary documents or Finance Documents (as defined in the Amended and Restated Facilities Agreement) in connection with the Amendment and Restatement Agreement, the Amended and Restated

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Facilities Agreement and/or the other Finance Documents (as defined in the Amended and Restated Facilities Agreement),

(the documents listed at paragraphs (a) to (f) above being the "**Documents**"),

- (i) the terms of and the transactions contemplated by the Documents, any other Finance Document (as defined in the Amended and Restated Facilities Agreement) to which the Company is a party, the transactions contemplated thereby and the execution, delivery and performance of the Documents and any other Finance Document to which it is a party, and its obligations thereunder, be and are hereby approved and ratified;
- (ii) the Documents and the other Finance Documents to which the Company is a party should be executed and delivered by or on behalf of the Company;
- (iii) notwithstanding any provisions of the Company's constitutional documents or any interest of any director of the Company:
 - (A) any director of the Company be and is hereby severally authorised, on behalf of the Company, to execute and deliver those Documents, any other Finance Document to which the Company is a party to be executed under hand;
 - (B) any two directors of the Company or any director of the Company in the presence of a witness (each such director being an "**Authorised Signatory**"), be and are hereby authorised, on behalf of the Company, to execute and deliver as a deed those Documents and any other Finance Document to which the Company is a party to be executed as deeds;
- (iv) any Authorised Signatory be and is hereby severally authorised to:
 - (A) do anything necessary to carry into effect the purposes of the resolutions made at this meeting;
 - (B) negotiate, approve and execute any documentation relating to an ancillary facility (including any overdraft, letter of credit or bank guarantee) under the Amended and Restated Facilities Agreement (and, if required, including any accession letters or notices relating to entry into such documentation);
 - (C) make or execute, deliver and despatch on behalf of the Company any notices, certificates, requests (including any utilisation request or selection notice), communications or other documents (each an "**Ancillary Document**") to be made, executed or entered into in connection with any of the Documents or any other Finance Document to which the Company is a party and, together with any other Authorised Signatory (but provided that at least one of the Authorised Signatories is a director) or, if the Authorised Signatory is a director, in the presence of a witness to execute and deliver as a deed on behalf of the Company those Ancillary Documents to be executed as deeds (including, if so required, by witnessing the affixation of the Company's seal to those Ancillary Documents); and
 - (D) to agree any amendments to any of the Documents, any other Finance Document to which the Company is a party or any

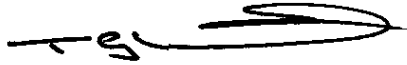
Ancillary Document as that Authorised Signatory may (in his absolute discretion) think fit, the execution of any Document or Ancillary Document by an Authorised Signatory being conclusive evidence of the due authorisation by the Company of the execution and delivery, on the Company's behalf, of that Document or Ancillary Document, as so amended.

- 2 THAT BCA Marketplace plc be authorised to act as the Company's agent in connection with any of the Documents, any other Finance Document to which the Company is a party, or any Ancillary Document.
- 3 THAT the execution and performance of the Documents any other Finance Document to which the Company is a party, any Ancillary Document to which the Company is a party, and the transactions contemplated thereby, would promote the success of the Company for the benefit of its members as a whole.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Written Resolutions.

The undersigned, being the sole member of the Company entitled to vote on the above Written Resolutions on the Circulation Date and having been supplied with a copy of the documents listed in these written resolutions, hereby irrevocably agrees to the Written Resolutions:



Signed by
for and on behalf of **BCA Trading Limited**

Date 2 February 2017

NOTES

- 1 You can choose to agree to all of the Written Resolutions or none of them but you cannot agree to only some of the Written Resolutions. If you agree to all of the Written Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company.

If you do not agree to all of the Written 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 Written Resolutions, you may not revoke your agreement.
- 3 The Written Resolutions will lapse if not passed by the date that is 28 days after the Circulation Date. If you agree to the Written Resolutions, please ensure that your agreement reaches us before or during this date.
- 4 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.