

Company number 07056800

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE SOLE MEMBER

of

THROGMORTON UK (NO.2) LIMITED
(the “Company”)

Circulation date: 28 June 2019

The undersigned, being the **SOLE MEMBER** of the Company entitled to receive notice of and to attend and vote at a general meeting of the Company, hereby **RESOLVES** and agrees that resolutions below are passed as special and ordinary resolutions (the “**Resolutions**”), pursuant to and in accordance with Chapter 2 of Part 13 of the Companies Act 2006 and the Resolutions shall be for all purposes valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. For the purpose of the Resolutions, capitalised terms used but not otherwise defined shall have the meaning given in the draft board minutes of the Company appended as Appendix A hereto.

SPECIAL RESOLUTIONS

1. THAT the articles of association of the Company be amended by inserting a new article 35 as follows:

“ 35

SECURED SHARES

- (1) Notwithstanding anything contained in these Articles, the Model Articles, or Table A which, whether expressly or impliedly, contradicts the provisions of this article 35 (to the effect that this article shall override any provisions of these Articles, the Model Articles, or Table A), the directors may not decline to register any transfer of shares in the Company and may not suspend any registration thereof and no prior consent of the Company's holding company shall be required, where that transfer is:
- (a) to a Secured Party and/or a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or a Receiver;
 - (b) delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
 - (c) executed by a Secured Party or a Receiver pursuant to the power of sale or otherwise under such security.

and, furthermore, notwithstanding anything to the contrary contained in these Articles, the Model Articles, or Table A which, whether expressly or impliedly



contradicts the provisions of this article 35 (to the effect that this article shall override any provisions of these Articles, the Model Articles, or Table A) no transferor of any shares in the Company (or proposed transferor of those shares) and no Secured Party or a Receiver shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Model Articles, or Table A which, whether expressly or impliedly, contradicts the provisions of this article 35 (to the effect that this article shall override any provisions of these Articles, the Model Articles, or Table A), where a security interest has been granted over any share in favour of a Secured Party, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these articles of association or otherwise and the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

(2) In this Article 35:

- (a) a “**Secured Party**” means a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to which a security interest (including by way of mortgage or charge) has been granted over shares in the Company and any affiliate of any such person, an agent or trustee acting for any such person or such affiliate or a nominee of any of the foregoing.
- (b) a “**Receiver**” means any administrator, administrative receiver, receiver or receiver and manager or similar entity appointed by a Secured Party.”

ORDINARY RESOLUTIONS

1. **THAT** it would be for the benefit of the members as a whole that the Company enters into and/or performs its obligations under:

- (a) the Supplemental Deed;
- (b) the Counterpart Agreement;
- (c) the Collateral Documents; and
- (d) the Officer’s Certificate,

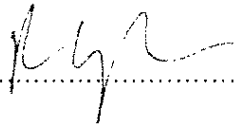
and any further documents, deeds, instruments, agreements, swap or hedge arrangements, powers of attorney, notices, requests, acknowledgments, memoranda, statements, instructions or certificates (including but not limited to any utilisation requests, drawdown requests, director certificates or intra-group loan agreements) as may be ancillary, necessary, desirable, required or requested in connection with the documents listed at (a) to (d) above and/or in connection with the Amendment.

2. **THAT** the terms and transactions contemplated by, and the execution and delivery by the Company of, the Documents and any additional documents ancillary or incidental to the Documents (including any utilisation requests, drawdown requests or selection notices) to which the Company is a party and the performance by the Company of its obligations thereunder be and are hereby approved, in each case, in the form produced to the members with such amendments thereto as any director of the Company may in their absolute discretion approve.
3. **THAT** the authorising of:
 - 3.1 each Authorised Person (or in the case of a deed, any two directors or any 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 the Amendment and to execute, on behalf of the Company (as a deed or otherwise), the Documents to which it is a party, in the form produced to the meeting, with any amendments that the directors may approve and any other documents in connection with the Amendment be and is hereby approved; and
 - 3.2 each Authorised Person:
 - (a) 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 Amendment;
 - (b) to execute and deliver any agreement, power of attorney, deed or other document required to be executed and delivered in connection with the Amendment; and
 - (c) to do all other acts and things that the directors may consider necessary or desirable in connection with the Documents and the Amendment,subject in each case to such amendments, amendments and restatements, supplements, modifications, renewals, replacements, substitutions and extensions that the directors and any other Authorised Persons may approve, be and is hereby approved.
4. **THAT** each Authorised Person is 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.
5. **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.
6. **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).

7. **THAT** any steps taken or act done by any director or any Authorised Person in connection with the Amendment or the Documents, including but not limited to any steps and acts listed in these Resolutions, prior to the time of this meeting be approved, authorised and ratified.

Agreement:

We, being the sole eligible member of the Company (as defined in section 289 of the Companies Act 2006) in respect of this written resolution, agree that the Resolutions be so passed.

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Title:

Signed for or on behalf of Apex Consolidation Entity Ltd

Important:

To signify your agreement to the Resolutions, you must:

- sign this document where indicated above;
- return the signed document to the Company using one of the following methods:
 - deliver it by hand or send it by post to the Company's registered office;
 - fax a copy of the signed document to Willkie Farr & Gallagher (UK) LLP marked "For the attention of Nikolai Hoffmann" to CityPoint, 1 Ropemaker Street, London EC2Y 9AW; or
 - attach a scanned copy of the signed document to an email, enter "Written Resolution" in the subject line and send it to nhoffmann@willkie.com; and

If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

Unless, by the date falling 28 days after (and including) the circulation date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

Note: Once given, your agreement may not be revoked.