

Company number 10269024

THE COMPANIES ACT 2006



PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

EQUINOX SHOREDITCH LIMITED

(the "Company")

15 May 2020

..... 2020 (the "Circulation Date")

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that each resolution below be passed as an ordinary or special resolution (as indicated) (together the "**Resolutions**").

ORDINARY RESOLUTIONS

1. **THAT** the entry into and performance by the Company of its obligations under (as relevant):
 - 1.1 a guarantee assumption agreement (the "**Guarantee Assumption Agreement**") delivered or to be delivered by the Company in respect of the guarantee agreement dated as of October 21, 2019, between, amongst others, Equinox Holdings, Inc., Related Equinox Intermediate Holdings Corp. and each of the subsidiaries listed therein in favour of HPS Investment Partners, LLC (the "**Administrative Agent**" and "**Collateral Agent**") (the "**Guarantee Agreement**"), pursuant to which the Company will accede to the Guarantee Agreement as a guarantor; and
 - 1.2 an English law all asset debenture to be granted by the Company in favour of the Collateral Agent (the "**Debenture**"); and
 - 1.3 a New York law governed security agreement in respect a licence to use certain intellectual property rights granted in favour of the Collateral Agent (the "**IP Security Agreement**"),

with the documents listed at 1.1 to 1.3 above and any deed (including any accession deed), document, instrument, joinder, agreement, power of attorney, notice, request, acknowledgment, memorandum, statement or certificate as may be ancillary, necessary, desirable, required or requested in connection with the above documents (together, the "**Documents**") being hereby approved.

2. **THAT** the Company's entry into (whether before or after the date of these resolutions) and performance of its obligations under the Documents will be in the best interests of the Company and promote its success for the benefit of its member as a whole.

3. **THAT** approval for the Company to enter into and perform the transactions contemplated by the Documents is given.
4. **THAT:**
- 4.1 any director of the Company be and hereby is authorised to approve, sign and, where required, affix the Common Seal of the Company for and on behalf of the Company to any Document and/or deliver and/or dispatch any Document on behalf of the Company, with such amendments, alterations or additions thereto as such director shall in his absolute discretion think fit (and whose signature thereto shall be conclusive evidence of his approval to such amendments, alterations or additions); and
- 4.2 any director of the Company be and hereby is authorised generally to execute and do all such acts, deeds, documents, certificates and notices as he may consider necessary, desirable, appropriate or expedient in connection with the execution or performance by the Company of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith (including but not limited to any documents which are necessary or desirable for the purpose of compliance with any conditions precedent).

SPECIAL RESOLUTION

5. **THAT** the articles of association of the Company be amended and a new article 19 of the articles of association of the Company, as set out below, be approved and adopted:

"TRANSFER TO CHARGEES OR MORTGAGEES

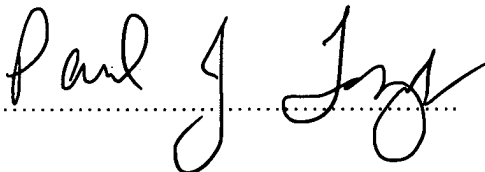
Notwithstanding any provisions contained in these articles (whether by way of or in relation to pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise):

- (a) the directors shall not decline to register any transfer of shares which have been mortgaged or charged or are expressed to be mortgaged or charged pursuant to a security agreement (a "**Security Agreement**") made by any shareholder of the Company nor suspend registration thereof where such transfer is in favour of:
- (i) a chargee or mortgagee of such shares;
 - (ii) any nominee of a chargee or mortgagee of such shares;
 - (iii) a purchaser or transferee of such shares from a chargee or mortgagee (or its nominee) of such shares; or
 - (iv) a purchaser of such shares from any receiver, administrative receiver or administrator appointed by a chargee or mortgagee of such shares; and
- (b) no lien shall attach to the shares of the Company subject to a Security Agreement, whether any moneys are presently payable or not, and the Company shall not exercise any rights to sell those shares."

AGREEMENT

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

The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.

Signed 

Name Paul Tizik
(PRINT NAME)

For and on behalf of: **Equinox Fitness Holdings UK Limited**

Dated 15 May 2020 2020

NOTES

1. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of them.
2. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **by hand or post:** returning the signed copy by hand or post to the following address:

Attn. Priya Jethwa
Taylor Wessing LLP
5 New Street Square
London EC4A 3TW
 - (b) **by email:** by attaching a scanned copy of the signed document to an email and sending it to p.jethwa@taylorwessing.com. Please enter "Written resolution" in the email subject box.
3. 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.
4. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
5. Unless, by the date falling 28 days from the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolutions to be passed, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
6. 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.
7. 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.