

Company number 03956497

**The Companies Act 2006**

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**Company limited by shares**

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**Written resolutions**

of

**Brunswick Europe Limited (the "Company")**

...31 August..... 2021 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Brunswick Europe Limited (the "**Company**") propose that resolution 1 below is passed as a special resolution and resolution 2 below is passed as an ordinary resolution (the "**Resolutions**").

**Special Resolution**

**That:**

**1. Articles of Association**

**1.1 *Removing restrictions on transfer of shares***

the articles of association of the Company be amended by the insertion of a new article to be numbered 14 in the following terms:

**"14 Transfer of shares, pre-emption on transfer and lien over shares in relation to security held by a secured institution**

14.1 Notwithstanding anything contained in these articles, or in contravention with any applicable law other than the laws of England & Wales, the directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof where such transfer:

- (a) is to any bank or institution to which such shares have been charged by way of security or to any nominee of such a bank or institution (a "**Secured Institution**"); or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

14.2. Notwithstanding anything to the contrary contained in these articles, or in contravention with any applicable law other than the laws of England & Wales, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not.

14.3. Notwithstanding anything to the contrary contained in these articles, or in contravention with any applicable law other than the laws of England & Wales, the Company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Institution."

### Ordinary Resolution

**That:**

#### 2. Approval of finance documents

- 2.1 the terms and arrangements contemplated by the execution and delivery by the Company of each of the following documents and the performance by the Company of its obligations under the following documents be hereby approved and confirmed as being in the best interests of the Company and promoting the success of the Company for the commercial benefit and advantage of its members:
  - (a) a facilities agreement to be entered into between, amongst others, (1) Brunswick Lincoln Limited (the **"Parent"**) as parent (2) Brunswick Wynnstay Limited and Brunswick Group LLC as original borrower, (3) the Company and certain subsidiaries of the Parent as guarantors (4) Citibank, N.A., London Branch, Fifth Third Bank, National Association, Lloyds Bank plc and National Westminster Bank plc as mandated lead arrangers (5) Citibank, N.A., London Branch, Fifth Third Bank, National Association, Lloyds Bank plc and National Westminster Bank plc as original lenders (6) Lloyds Bank plc as agent and (7) Lloyds Bank plc as security agent as Agent (the **"Facilities Agreement"**);
  - (b) an English law debenture to be entered into by, amongst others, the Parent and certain subsidiaries of the Parent in favour of the Security Agent (the **"Debenture"**);
  - (c) a French law share charge over the shares in Brunswick SARL (the **"French Share Charge"**);
  - (d) a German law share charge over the shares in Brunswick Group GmbH (the **"German Share Charge"**); and
  - (e) a formalities certificate to be issued by a director of the Company in favour of the Agent.
- 2.2 any director of the Company has authority to approve the terms of, and the transactions contemplated by the Facilities Agreement, any other Finance Documents (as defined in the Facilities Agreement) the Company is party to and any other related notices, certificates or authorisations to be entered into by the Company.
- 2.3 the giving of the guarantees and granting of the security by the Company as set out in the Facilities Agreement is in the best interest of the Company's business and the entry by the Company into the proposed transactions, substantially on the terms set out in the Finance Documents (as defined in the Facilities Agreement), is to the commercial benefit and advantage of the Company.
- 2.4 notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby empowered, authorised and directed to execute and deliver the Finance Documents (as defined in the Facilities Agreement) for and on behalf of the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit).
- 2.5 the Parent is hereby authorised to act as the Company's agent in connection with the Finance Documents as defined in the Facilities Agreement.

**Important:**

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

The undersigned, being the persons entitled to vote on the Resolutions on the Circulation Date (see *Notes 4 and 5 below*), hereby irrevocably agrees to the Resolutions.

DocuSigned by:  
*Andrew Fenwick*  
53F83012852848C.....

duly authorised signatory  
for and on behalf of **Brunswick Wynnstay Limited**

Date: ..... 31 August 2021 .....

## IMPORTANT

### Notes to members about the proposed Resolutions

- 1 You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of them. If you agree to all of 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:
  - By hand (by delivering the signed copy to One London Wall, London EC2Y 5EB marked for the attention of Adam Nash and Marco Zacchino).
  - By post (by returning the signed copy to One London Wall, London EC2Y 5EB marked for the attention of Adam Nash and Marco Zacchino).
  - By email (by attaching a scanned copy of the signed document to an email and sending it to [adam.nash@osborneclarke.com](mailto:adam.nash@osborneclarke.com) and [marco.zacchino@osborneclarke.com](mailto:marco.zacchino@osborneclarke.com)). Please enter "Written resolutions circulated on • [*circulation date*]" in the email subject box.

**Please note that return of this document will not be accepted by fax.**

- 2 **The Resolutions will lapse if sufficient votes in favour of them have not been received by the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).** Unless you do not wish to vote on the Resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the Resolutions.
- 3 Once you have signified your agreement to the Resolutions such agreement cannot be revoked.
- 4 In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s).
- 5 If a member has exercised the right, pursuant to the Company's articles of association and section 145 of the Companies Act 2006, to nominate another person to exercise a right to vote on a written resolution, then the vote of that nominee will be counted by the Company to the exclusion of the member.
- 6 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.