

**COMPANIES ACT 2006**

**WRITTEN RESOLUTION**

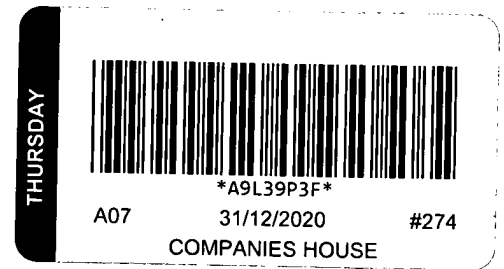
of

**Keys CWCH Limited**

Company number: 06306982

(the "**Company**")

Circulation date: 22 December 2020



Pursuant to section 291 of the Companies Act 2006, the directors of the Company propose that the resolution set out below be passed as an ordinary resolution of the Company. All terms used in this certificate shall, unless otherwise defined, have the meanings given to them in the Facilities Agreement (as defined below). All terms used in this document, unless otherwise defined, have the meanings given to them in the Facilities Agreement (as defined below).

The undersigned, being the sole member of the Company, hereby, pursuant to section 282 of the Companies Act 2006, agree that the following written resolution be passed as an ordinary resolution, being for all purposes as valid and effective as if passed by us as an ordinary resolution at a general meeting of the Company:

- 1.1 THAT the terms of and transactions contemplated by each of the documents (the "**Documents**") listed in Annex 1 to this written resolution and their execution (whether as a deed or under hand), delivery and performance by the Company be and are hereby approved (subject to such changes being made to the Documents as any director of the Company may, in his absolute discretion, think fit), copies of the Documents having been supplied to all Company members prior to the signing of this resolution;
- 1.2 THAT any director of the Company be and is hereby authorised, on behalf of the Company, to execute and deliver those Documents to be executed under hand;
- 1.3 THAT any two directors of the Company or any one director of the Company signing in the presence of a witness who attests the signature be and are hereby authorised, on behalf of the Company, to execute and deliver as a deed those Documents to be executed as deeds; and
- 1.4 THAT any director of the Company may make, agree, execute or deliver and dispatch on behalf of the Company any notices, certificates, requests (including any Utilisation Request or Selection Notice (as defined in the Facilities Agreement (as defined below))), communications or other documents to be made, executed or entered into in connection with any of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith.

**Special Resolution**

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution set out below be passed as a special resolution of the Company.

THAT the articles of association of the Company be amended in the form set out in Annex 2 of this written resolution by inserting the following as a new Article 4(C) and a new Article 4(D):

- "4(C) Notwithstanding anything contained in these Articles, the Directors of the Company 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:

- (i) 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;
- (ii) delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (iii) 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 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, 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.

4(D) In Article 4(C) above:

- (i) 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; and
- (ii) a **Receiver** means any administrator, administrative receiver, receiver or receiver and manager or similar entity appointed by a Secured Party."

Date: 22 December 2020

Signed by:

Colin James Anderton

Signature

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Colin James Anderton

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print name of director

on behalf of **Keys Bidco Limited**

Notes to members:

1. If you agree with the above resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company:
  - (a) by delivering it either by hand or by post to, Goodwin Procter (UK) LLP, 100 Cheapside London, EC2V 6DY marked for the attention of Ayanda Kweyama; or
  - (b) by sending it as an attachment to an email to [AKweyama@goodwinlaw.com](mailto:AKweyama@goodwinlaw.com).
2. A member's agreement to a written resolution, once signified, may not be revoked.
3. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
4. The resolution set out above must be passed within 28 days of the circulation date otherwise it will lapse.
5. 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.
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.

## ANNEX 1

### Documents

1. an amendment and restatement agreement dated on or around the date of these resolutions (the "**ARA**") to a facilities agreement (the "**Facilities Agreement**") originally dated 22 December 2017 entered into between, (1) Kestrel Midco Limited as the parent (the "**Parent**"), (2) Kestrel Bidco Limited as the company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as original borrowers, (4) the subsidiaries of the Parent listed in part 2 of schedule 1 thereto as original guarantors, (5) Barings Global Advisers Limited as arranger (the "**Arranger**"), (6) Wilmington Trust (London) Limited as agent and security agent (the "**Security Agent**"), and (7) the financial institutions listed in part 3 of schedule 1 thereto as lenders as amended and restated by an amendment and restatement agreement dated 29 January 2018 and as further amended by an amendment, consent and waiver letter dated 9 December 2019 (the "**Original Facilities Agreement**") (as varied, supplemented and amended and restated from time to time) and appending the Original Facilities Agreement (as amended) thereto;
2. an English law supplemental debenture to be entered into between (1) the Chargors (as defined therein and including the Company) and (2) the Security Agent;
3. a formalities certificate to be entered into by the Company; and
4. various other documents required to be entered into pursuant to the ARA.

## ANNEX 2