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02/10/2017
COMPANIES HOUSE

EXECUTION VERSION

COMPANIES ACT 2006
WRITTEN RESOLUTION
of
GLOBAL APPLIANCE UK HOLDCO LIMITED
(the "**Company**")

Company number: 10891700

Circulation date: 28 September 2017

Pursuant to section 291 of the Companies Act 2006, the director of the Company proposes that the resolutions set out below are to be passed as special resolutions of the Company.

We, Compass Cayman SPV, Ltd. being the sole member of the Company, hereby agree, pursuant to section 283 of the Companies Act 2006, that the following resolutions be passed as special resolutions, being for all purposes as valid and effective as if passed by us as special resolutions at a general meeting of the Company:

Special Resolutions

THAT the terms of, and the transaction contemplated by, the documents listed in the Annexure to this written resolution (the "**Documents**") 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 the Company may, in its absolute discretion, think fit), copies of the Documents having been supplied to the sole member of the Company prior to the signing of this resolution.

THAT the entry by the Company into the proposed transactions substantially on the terms set out in the Credit Agreement (including giving the guarantee and security) is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole.

THAT the articles of association of the Company be amended by insertion of the following new Article 24.2:

24.2 Notwithstanding anything otherwise provided in these articles (whether by way of or in relation to pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise), Article 8 (Issues of Shares) and Article 10 (Calls on Shares and Forfeiture) will not apply and the directors of the Company shall not decline to register any transfer of shares nor suspend registration thereof:

- (a) where such transfer is in favour of a bank, financial institution, trust, fund or other entity or any nominee of such bank, financial institution, trust, fund or other entity (any such entity a "**Financial Institution**") and the transfer is as contemplated by, or pursuant to, any pledge, mortgage, charge or other security over shares or any call or other share option granted in favour of a Financial Institution on its own or through its agent or trustee (in each case a "**Secured Party**");
- (b) where such transfers is delivered to a company or other entity at the direction of a Financial Institution and/or any administrative receiver, administrator,

receiver or receiver and manager of similar entity (a "Receiver") pursuant to powers granted to it under the security:

- (c) where such transfer is delivered to the Company for registration by or on behalf of a Secured Party or its nominee in order to register the Secured Party as legal owner of the shares or in order to transfer the shares to a third party upon disposal or realisation of shares following the Secured Party having become entitled to exercise or enforce its rights under any such mortgage, charge and/or call or other option; or
- (d) where such transfer is executed by a Secured Party or its nominee or a Receiver pursuant to the power of sale or the power under such security.

and a certificate by any officer of the Secured Party that the relevant transfer is within paragraph (a), (b), (c) or (d) above shall be conclusive evidence of that fact.

THAT the articles of association of the Company be amended by insertion of the words "Subject to article 9.5" at the beginning of articles 9.1, 9.2, 9.3 and 9.4, and insertion of the following new Article 9.5:

- 9.5 Any lien referred to in articles 9.1, 9.2, 9.3 and 9.4 shall not apply where any such shares have been pledged, mortgaged, charged by way of security or otherwise secured, and articles 9.1, 9.2, 9.3 and 9.4 shall be modified accordingly.

Agreement of sole eligible member

The undersigned being the sole eligible member on 28 September 2017 irrevocably agrees to the resolutions set out above and instructs the Company to amend its articles in accordance with the above resolutions.



For and on behalf of Compass Cayman SPV, Ltd.

Date: 28 September 2017

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 by attaching a scanned copy to an email and sending it to usmankhan@paulhastings.com with the originals sent to “The Director, Global Appliance UK Holdco Limited, Suite 1, 3rd Floor, 11-12 St James’s Square, London, United Kingdom, SW1Y 4LB.
- 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 before the end of the 28th day following the circulation of this resolution otherwise it will lapse. Eligible members who do not agree with the proposed resolution do not need to reply.
- 5 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.

ANNEXURE

1. a credit agreement between, among others, the Company as a guarantor, Global Appliance Inc. as borrower and JPMorgan Chase Bank, N.A. as Administrative Agent (the "**Credit Agreement**")
2. the Collateral Agreement (as defined in the Credit Agreement);
3. the Guarantee Agreement (as defined in the Credit Agreement);
4. a global intercompany loan note signed by, amongst others, the Company and Global Appliance Inc.;
5. the Intercompany Indebtedness Subordination Agreement (as defined in the Credit Agreement);
6. an English law debenture under which the Company will grant to the Administrative Agent (as defined in the Credit Agreement) certain security interests over all or substantially all of its assets and undertakings; and
7. any documents, deeds, instruments, agreements, powers of attorney, notices, requests (including any utilisation request), acknowledgements, memoranda, statements or certificates as may be ancillary, necessary, desirable, required or requested in connection with any Document.