

No. 04538848

**THE COMPANIES ACT 2006**  
**POCKET LIVING LIMITED**  
**(THE "COMPANY")**  
**WRITTEN RESOLUTION**

SATURDAY



We, the undersigned, being all the eligible members of the Company who (at the date of circulation of this resolution) would be entitled to vote on this resolution, hereby unanimously agree pursuant to section 288 of the Companies Act 2006 to the passing of the following resolution as a special resolution (the "**Special Resolution**") by way of written resolution:

**SPECIAL RESOLUTION**

- 1 **THAT** the articles of association of the Company (the "**Articles**") be amended by inserting the following as a new Article 33:

**"Share Security**

*33.1 Notwithstanding any other provision of these Articles, the Directors will not decline to register, nor suspend registration of, any transfer of Shares:*

(a) to:

*(i) a bank or financial institution or to a trust, fund, limited partnership or any other entity (each, a **Secured Entity**) or an agent or trustee for any Secured Entity where a security interest has been granted over those Shares pursuant to a mortgage or charge (each a **Security**) that benefits a Secured Entity; and/or*

*(ii) a company or other entity to whom such Shares are transferred at the direction of a Secured Entity and/or an agent or trustee for any Secured Entity and/or any receiver, administrator, administrative receiver or similar entity (a **Receiver**) pursuant to the powers granted to it under the Security,*

*and where that transfer of Shares:*

*(b) is delivered to the Company for registration in order to perfect or protect any Security of a Secured Entity; or*

*(c) is executed by a Secured Entity or Receiver pursuant to a power of sale or other such power under any Security.*

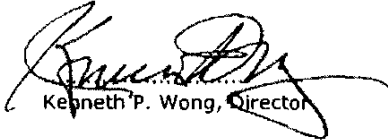
*33.2 A certificate of the holder of Security over the Shares being so transferred will be conclusive evidence of any facts stated in the certificate in relation to the matters contemplated in this Article 33.*

*33.3 Notwithstanding any other provision of these Articles, the Company's first and paramount lien on every Share (whether or not such Shares are fully paid) shall not apply where such Shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security."*

**AGREEMENT:**

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, each entitled to vote on the above Special Resolution on 18 August 2017 hereby irrevocably agrees to the Special Resolution.

  
Kenneth P. Wong, Director

  
Michael J. Brenner, Director

for and on behalf of

**Related London Pocket Holdings Limited**

Date: August 22, 2017

.....  
**Paul Harbard**

Date: \_\_\_\_\_

.....  
**Marc Vlessing**

Date: \_\_\_\_\_

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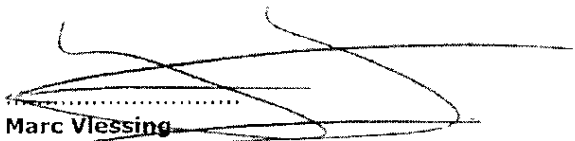
**Related London Pocket Holdings Limited**

Date: \_\_\_\_\_



.....  
**Paul Harbard**

Date: 22 August 2017



.....  
**Marc Vlissing**

Date: 22 August 2017

**NOTES:**

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by delivery to Ashurst LLP acting on behalf of the Company.

If you do not agree to all of the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolution you may not revoke your agreement.

3. Unless by the date falling 28 days after the date of circulation of this resolution/sufficient agreement has been received for the resolution to pass, they will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or on this date

*being 18 August 2017,*

*Ashurst  
LLP*