

Company Number: 2271092

THURSDAY



L10 *L3H5160A* 25/09/2014 #130
COMPANIES HOUSE

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN CLASS CONSENT OF THE HOLDERS OF B SHARES
of
WENTWORTH GROUP HOLDINGS LIMITED
(the "Company")

Pursuant to article 14 12 of the articles of association of the Company, the following written class consent of the holders of B shares (the "**Consent**") is requested by the directors and is first circulated to holders of B shares at 11:30 a.m. on 11 September 2014 (the "**Circulation Date**")

B HOLDER CLASS CONSENT

Consent is hereby given in respect of the following

- 1 THAT the current text of Article 8 2 of the articles of association of the Company be deleted and replaced in its entirety for all purposes by the following text.

"8.2 Transfer of A Units

An A Shareholder may at any time sell or otherwise dispose of all or any number of its A Units to any person (the "**Transferee**") but only if the A Shares comprised in such A Units are transferred contemporaneously with the Series A Debentures comprised in such A Units to the same Transferee and registration of such transfers take effect at the same time. The transferor shall be deemed to remain the owner of the A Shares comprised in the A Units until the name of the Transferee is entered on the register of Shareholders in respect thereof. The transferor shall upon any such transfer enter into an agreement with the Transferee in accordance with Article 8 3 or 8 4, unless such transfer is to a person who is a Shareholder immediately prior to such transfer, in which case

- (a) if the transfer is of all of the transferor's A Units, the provisions of Article 8 3(a) and (b) shall automatically apply upon such transfer becoming effective, and

- (b) if the transfer is of fewer than all the transferor's A Units, the rights and obligations of each of the transferor and Transferee under the Investment Agreement shall remain in full force and effect in respect of the shares of the Company that they then hold

Save as provided by these Articles, the Investment Agreement and the Series A Deed Poll, neither A Shares nor Series A Debentures may be sold, transferred or otherwise alienated, whether legally or beneficially in whole or in part, otherwise than by sale of the entire legal and beneficial ownership of the A Shares and Series A Debentures comprised in the relevant A Unit together to the same transferee provided that nothing in these Articles shall prevent an A Shareholder charging any A Shares by way of security and nor, where an order has been made to wind up the Company, transferring (subject to the Act) any number of A Shares without a contemporaneous transfer of any Series A Debentures "

- 2 THAT, in respect of the Investment Agreement dated 12 October 1989 between the Company and its shareholders and subsidiaries in relation to, inter alia, the ownership, operation and management of the Company and its subsidiaries, Clause 5.1.1 of such agreement shall be deleted and replaced in its entirety for all purposes by the following text

"5.1.1 EACH of the Investors may at any time sell or otherwise dispose of all or any number of its A Units to any third party (the "**Transferee**") in accordance with the Articles and shall upon any such transfer enter into an agreement with the Transferee in accordance with Clause 5.1.2 or 5.1.3 as appropriate unless such transfer is to a person who holds A Shares or B Shares immediately prior to such transfer, in which case

- (a) if the transfer is of all of the Investor's A Units, the provisions of sub-clauses 5.1.2 (a) and (b) shall automatically apply upon such transfer becoming effective notwithstanding that no Transfer Certificate is delivered in accordance with such provisions, and

- (b) if the transfer is of fewer than all of the Investor's A Units, the rights and obligations of such Investor and of the Transferee under the Investment Agreement shall remain in full force and effect in respect of the shares of the Company that they then hold

Save as provided in this Agreement, the Articles and the Series A Deed Poll, neither A Shares nor Series A Debentures may be sold, transferred or otherwise alienated, whether legally or beneficially in whole or in part, otherwise than by way of sale of the entire legal and beneficial ownership of A Shares and the Series A Debentures issued in respect thereof combined as an A Unit, provided that nothing in this Agreement shall prevent an Investor charging any A Shares or Series A Debentures by way of security on terms that the chargee shall be bound by the terms of this Agreement "

Please read the notes set out below before signing or taking any action on the Consent.

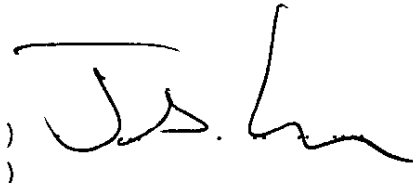
CONSENT OF B SHAREHOLDERS

We, being persons entitled to give the Consent on the Circulation Date, irrevocably give the Consent

SIGNED by JAMES LAWRENCE ;

for and on behalf of

Chelsfield Participations Limited


11 September 2014