

PRIVATE COMPANY LIMITED BY SHARES

COPY WRITTEN RESOLUTION

of

STANTON CAPITAL (FOXHOUND) LIMITED (the "Company")

(Registered in England and Wales under company number 04547581)

dated 6 July 2010

The following written resolution was passed as a special resolution on July 2 2010 by the requisite majority of eligible members in accordance with Chapter 2 of Part 13 of the Companies Act 2006

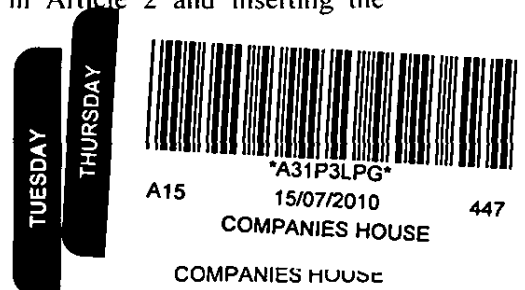
SPECIAL RESOLUTION 1

THAT the Company is hereby authorised and empowered to enter into the following documents in connection with the Facility Agreement (as hereinafter defined) and the Directors are hereby authorised to execute, deliver and implement such documents on behalf of the Company

- (a) an amendment and restatement agreement to be entered into among (1) Stainton Capital Holdings Limited ("SCHL") as Parent, (2) Stainton Capital Limited ("SCL") as Borrower, (3) SCL, the Company and others as Guarantors, (4) the financial institutions listed in Schedule 2 thereto as Lenders and (5) Bank of Scotland plc in its capacity as Agent, Security Trustee and Hedging Bank in relation to a facility agreement between certain of those parties originally dated 7 December 2001 as amended and supplemented from time to time (the "Facility Agreement"),
- (b) a guarantee by the Company and others in favour of Bank of Scotland plc as Security Trustee,
- (c) a supplemental deed amending and restating the existing intercreditor deed originally dated 7 December 2001 to be entered into among (1) SCHL as Parent, (2) SCL and others (including the Company) as Companies, (3) the financial institutions listed in Schedule 1 thereto as Senior Lenders, (4) the companies listed in Schedule 2 thereto as Shareholders and (5) Bank of Scotland plc in its capacity as Agent, Security Trustee and Hedging Bank,
- (d) a composite debenture between, *inter alios*, the Company and Bank of Scotland plc as Security Trustee

SPECIAL RESOLUTION 2

THAT the Articles of Association of the Company be and are hereby amended by disapplying Regulation 24 of Table A and deleting the modification thereof in Article 2 and inserting the following new Article 12



12 **TRANSFER OF SHARES**

12 1 Notwithstanding anything contained in these articles

12 1 1 The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

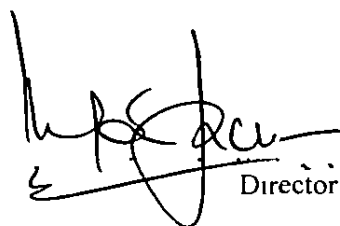
- (a) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**") or
- (b) is delivered to the Company 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 a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

12 2 The directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Special Article 12 1 1(a) above)

12 3 Any lien on shares which the Company has shall not apply in respect of any shares which have been mortgaged or charged by way of security to a Secured Institution (or its nominee) pursuant to any such security

For and on behalf of Stainton Capital (SMH) Limited



Director