

Company number 05758084

WEDNESDAY



**PRIVATE LIMITED COMPANY**

**WRITTEN RESOLUTIONS**

of

**LIBERTY OF LONDON LIMITED**

**("the Company")**

(circulated on 6 OCTOBER 2011 ("**the Circulation Date**"))

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, being the only members of the Company who at the date of circulation of this resolution would be entitled to vote on this special resolution, declare that the following resolutions shall have effect as if passed by the Company in general meeting as a special resolution ("**the Special Resolutions**") and accordingly we resolve

**WRITTEN RESOLUTIONS**

1 THAT,

- 1.1 with regard to an amendment agreement (the "**Facility Amendment Agreement**") to amend a senior facility agreement dated 23 June 2010 and amended on 24 June 2010, 22 July 2010, 25 October 2010 (and further amended from time to time) and made between, amongst others, the Company, and Ares Capital Europe Limited (in its various capacities thereunder) (the "**Facility Agreement**") and an amendment agreement (the "**Intercreditor Amendment Agreement**") to amend an intercreditor agreement dated 23 June 2010 and made between, amongst others, the Company, and Ares Capital Europe Limited (in its various capacities thereunder) (the Facility Amendment Agreement and the Intercreditor Amendment Agreement together being the "**Documents**") pursuant to which the Company would guarantee the obligations of each other Obligor (as defined in the Facility Agreement) with respect to any amounts due under the

Facility Agreement, and the execution, delivery and performance of the Documents by the Company be and are hereby approved and ratified,

1 2 notwithstanding any interest of any Director of the Company

- (a) 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; and
- (b) any two Directors of the Company, any Director of the Company and the company secretary or any Director of the Company in the presence of a witness (each such director or company secretary being an “**Authorised Signatory**”), be and are hereby authorised, on behalf of the Company, to execute and deliver as a deed those Documents to be executed as deeds (including, if so required, by witnessing the affixation of the Company’s seal to those Documents),

1 3 any Authorised Signatory be and is hereby authorised to

- (a) do anything necessary to carry into effect the purposes of the resolutions made at this meeting, including the execution and delivery of the Documents,
- (b) make or execute, deliver and despatch on behalf of the Company any notices, certificates, requests (including, without limitation, any utilisation request, selection notice or payment instructions), waivers, authorisations, communications or other documents (each an “**Ancillary Document**”) to be made, executed or entered into in connection with any of the Documents and, together with any other Authorised Signatory (but provided that at least one of the Authorised Signatories is a Director) or, if the Authorised Signatory is a Director, in the presence of a witness to execute and deliver as a deed on behalf of the Company those Ancillary Documents to be executed as deeds (including, if so required, by witnessing the affixation of the Company’s seal to those Ancillary Documents), and
- (c) to agree any amendments to any of the Documents or any Ancillary Document as that Authorised Signatory may (in his absolute discretion) think fit, the execution of any Document or Ancillary Document by an Authorised Signatory being conclusive evidence of the due authorisation by the Company of the execution and delivery, on the Company’s behalf, of that Document or Ancillary Document, as so amended,

1 4 any act done or document executed pursuant to the foregoing resolutions shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the directors of the Company contained in or incorporated by reference in the Company’s articles of association (any such

limitation hereby being suspended, waived, relaxed or abrogated to the extent required to give effect to the foregoing resolution)

- 1 5 the Company be and is hereby authorised to pay fees, and to pay or reimburse expenses of advisors, consultants, legal advisers and others associated with the entry into of the Documents
- 2 THAT the execution and performance of the Documents, and the transactions contemplated thereby, would promote the success of the Company for the benefit of its members.

## AGREEMENT

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

The undersigned, being the only members of the Company entitled to vote on the above resolutions on the Circulation Date and having been supplied with a copy of the documents listed in this resolution, hereby irrevocably agree to the Special Resolutions:

Signed by   
for and on behalf of LIBERTY LIMITED

Date . 6 OCTOBER.. 2011 ...

## NOTES

- 1 You can choose to agree to all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company

If you do not agree to all of the resolutions, 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 resolutions, you may not revoke your agreement
- 3 The resolutions will lapse if not passed by the date that is 28 days after the Circulation Date. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
- 4 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