

TUESDAY



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03/05/2011
COMPANIES HOUSE

34

WRITTEN RESOLUTIONS
OF THE SHAREHOLDERS OF

Craegmoor Group (No.2) Limited
Company Number 06594393
(the "Company")

7 April

2011

Terms defined in the Senior Revolving Facility Agreement (as defined below) shall have the same meaning in these written resolutions unless otherwise defined

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following resolutions to be passed as ordinary resolutions or special resolutions as specified below

ORDINARY RESOLUTIONS

- I **THAT** it being in the best interests of the Company and most likely to promote the success of the Company, the entry by the Company into (and performance by it of its obligations under) the documents listed below, together with any other document necessary or desirable relating thereto (the "**Documents**") conditional only upon Completion (as defined in the agreement relating to the sale and purchase of Craegmoor Group Limited, the **Acquisition Agreement**") taking place, be and is hereby approved
- (a) an accession deed to a senior revolving facility agreement dated 3 February 2011 between Credit Suisse AG, London Branch, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc, GE Corporate Finance Bank SAS and RBC Capital Markets as mandated lead arrangers, The Royal Bank of Scotland plc as facility agent and Deutsche Bank AG, London Branch as security agent and Crown Newco 3 plc (the "**Parent**") as parent, original borrower and original guarantor (the "**Senior Revolving Facility Agreement**") pursuant to which the Company will guarantee, *inter alios*, the Parent's and each Obligor's obligations, and
 - (b) an accession deed to an intercreditor agreement dated 3 February 2011 between, amongst others, the Parent as parent, senior secured notes issuer and senior unsecured notes issuer, Crown Newco 2 Limited as an original shareholder creditor, Deutsche Trustee Company Limited as senior secured notes trustee and senior unsecured notes trustee, Deutsche Bank AG, London Branch as security agent and certain entities as finance parties under the Senior Revolving Facility Agreement, hedge counterparties, intra-group lenders, intra-group borrowers and shareholder creditors pursuant to which intra-group indebtedness and other indebtedness owing to the Company is subordinated in accordance with its terms which govern the ranking of indebtedness and security,
 - (c) an English law debenture dated ____ April 2011 between the Company as chargor and Deutsche Bank AG, London Branch as security agent pursuant to which the Company will grant security over substantially all of its assets in respect of its indebtedness under the Senior Revolving Facility Agreement and its guarantee of the Senior Secured Notes to be given under the Senior Secured Notes Indenture (as defined below),
 - (d) a supplemental indenture to the Senior Secured Notes indenture dated 3 February 2011 entered into by, among others, the Parent, Deutsche Bank AG, London Branch as security agent and Deutsche Trustee Company Limited as trustee (the "**Senior Secured Notes Indenture**") pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Notes (as defined therein),

- (e) if the Senior Notes are issued, a supplemental indenture to the Senior Notes indenture dated 3 February 2011 entered into by, among others, the Parent and Deutsche Trustee Company Limited as trustee (the "**Senior Notes Indenture**") pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Notes (as defined therein),
- (f) accession deed to the Senior Secured Notes purchase agreement dated ____ April 2011 entered into by, among others, the Parent and Deutsche Trustee Company Limited as trustee pursuant to which the Company agrees amongst other things, to give certain indemnities,
- (g) if the Senior Notes are issued, accession deed to the Senior Notes purchase agreement dated ____ April 2011 entered into by, among others, the Parent and Deutsche Trustee Company Limited as trustee pursuant to which the Company agrees amongst other things, to give certain indemnities,
- (h) a form of notation of guarantee in relation to the Senior Secured Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Initial Notes (as defined therein),
- (i) a form of notation of guarantee in relation to the Senior Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Initial Notes (as defined therein),
- (j) a form of notation of guarantee in relation to the Senior Secured Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Additional Notes (as defined therein),
- (k) if the Senior Notes are issued, a form of notation of guarantee in relation to the Senior Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Parent as issuer under the Additional Notes (as defined therein),
- (l) written shareholder resolutions of Craegmoor Group (No 3) Limited (the "**Subsidiary**"), approving certain documents to be entered into by the Subsidiary in connection with the Notes and the Revolving Facility and amendments to its existing articles of association, and
- (m) a process agent appointment letter regarding the appointment of process agents in New York for the Company in relation to the Senior Secured Notes Purchase Agreement, if the Senior Notes are issued, the Senior Notes Purchase Agreement, the Senior Secured Notes Indenture and if the Senior Notes are issued, the Senior Notes Indenture

- 2 **THAT** conditional only upon Completion (as defined in the Acquisition Agreement) taking place, the terms of and the transactions contemplated by the Documents (and the guarantees provided thereunder) be approved, subject to such amendments as any director or the secretary may in his/her absolute discretion approve, and that any director or secretary of the Company (or in the case of a document to be executed as a deed, any two directors or a director and the secretary or any one director in the presence of a witness who attests their signature) be and hereby are empowered and authorised to negotiate and approve the terms of and the transactions contemplated by, and to execute and deliver, the Documents with such amendments as any director or secretary of the Company may in their absolute discretion approve (and execution of the Documents shall be conclusive evidence of agreement to such amendments) and any other ancillary documents approved by written resolutions of the board of directors of the Company passed on or about the date of these written resolutions
- 3 **THAT** all the authorities, approvals and any other sanctions provided for by any of the foregoing resolutions (and all actions taken by any director or secretary pursuant to any of such resolutions) shall be immediately effective on Completion (as defined in the Acquisition Agreement) taking place, without the need for any further authorisation from the directors of the Company

The above written resolutions were passed as a written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on the date shown above, the signatory being the sole holder of the issued or allotted shares of the Company

SPECIAL RESOLUTIONS

- 4 **THAT** conditional only upon Completion (as defined in the Acquisition Agreement) taking place, the articles of association of the Company be amended by

- (a) inserting the following new article 11

"LIEN

Notwithstanding anything contained in these articles, any share that has been charged by way of security (a "**Secured Share**") shall be exempt from any present or future lien in favour of the Company that would otherwise have arisen under these articles and the Company shall not assert any lien against the Secured Share whilst it remains subject to a security interest from 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 has been transferred to any third party by any Secured Institution and for the avoidance of doubt, Regulation 8 of Table A shall not apply to any Secured Share "

Notes.

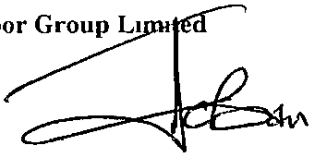
- 1 These written resolutions have been proposed by the directors of the Company
- 2 The circulation date of the written resolutions is 6 April, 2011 (the "Circulation Date")
- 3 Please signify your agreement to the written resolutions by signing against your name where indicated and entering the date on which you signed the document. You must signify your agreement to the proposed resolutions as follows: (i) by hand by delivering a signed copy to Weil Gotshal & Manges, One South Place, London EC2M 2WG for the attention of Simon Saitowitz, (ii) by post by sending a signed copy to Shearman & Sterling (London) LLP, Broadgate West, 9 Appold Street, London EC2A 2AP for the attention of Camilla Hunter, (iii) by fax by sending a signed copy to Shearman & Sterling (London) LLP for the attention of Camilla Hunter (fax number 0207 655 5435), or (iv) by email by sending a signed copy of the resolutions to Shearman & Sterling (London) LLP for the attention of Camilla Hunter (email: camilla.hunter@shearman.com)
- 4 If you sign the document and return it to the Company without indicating whether you agree to the resolution, it will be assumed by the Company that you agree to the resolution being passed.
- 5 If you return the document signed but un-dated, it will be assumed by the Company that you signed the document on the day immediately preceding the day on which it was received by the Company.
- 6 If not passed by the requisite majority of the total voting rights of the eligible members, this written resolution shall lapse on the date which is 28 days, from and including, the Circulation Date.

AGREEMENT

We, being the joint members of the Company

- 1 confirm that we have received a copy of the above written resolutions in accordance with section 292 to 295 of the Companies Act 2006, and
- 2 hereby irrevocably resolve and agree that the above resolutions are passed as written resolutions pursuant to section 288 of the Companies Act 2006 and that the resolutions in paragraphs 1, 2 and 3 above shall take effect as ordinary resolutions and the resolution in paragraph 4 above shall take effect as a special resolution

Signed by
Craigmoor Group Limited



Signature
as shareholder

Date 7 April 2011

Signed by
Craigmoor Group (No.1) Limited



Signature
as shareholder

Date 7 April 2011