

Company No: 6627298

The Companies Acts 1985 and 2006

Company Limited by Shares

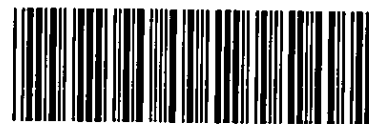
Resolution

of

PKL Parent Limited

Duly passed on 28 May 2009

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At a General Meeting of the above named Company duly convened and held on 28 May 2009 the following resolution was duly passed as a special resolution:

Resolution

That the Articles of Association of the Company be amended by:

- 1 substituting the wording set out below for the existing Article 8.1 of the Articles of Association:

"8.1 Qualifying Sale

In these Articles a "Qualifying Sale" shall mean an offer by or on behalf of any person (for the purposes of this Article 8.1 the "Offeror") to acquire at least 75% of the issued and to be issued shares of the Company (the "Shares") and "Shareholder" shall mean any person who holds any Shares.

Where the terms of a Qualifying Sale require:

- (a) some Shareholders to receive shares and/or loan notes and/or other securities of or in the Offeror or an acquiring vehicle specified by the Offeror as part of the consideration for the sale of Shares held by them; and/or
- (b) some Shareholders to give warranties or indemnities or accept obligations or commitments in respect of the Qualifying Sale which are not required to be given or accepted by other Shareholders;

the terms of the Qualifying Sale shall nonetheless be deemed to be the same to all Shareholders."; and

- 2 substituting the wording set out below for the first paragraph of the existing Article 8.3 of the Articles of Association:

"8.3 Obligation to accept Qualifying Sale

The Accepting Shareholders may exercise the Drag Along Option by giving written notice to the Company that they have entered into a Qualifying Sale or intend to do so whereupon the Company shall give a corresponding written notice (a "Drag Along Notice") to the Other Shareholders (provided that the Accepting Shareholders enter into the Qualifying Sale) and upon service of such notice the Other Shareholders shall:

- (a) become bound to accept the terms of the Qualifying Sale in respect of their Shares and sell their Shares free from all liens, charges and encumbrances and

transfer with full title guarantee all their Shares to the Offeror (or as it shall direct);
and

- (b) execute all such documents and do all such acts or things which are necessary to transfer their Shares with full title guarantee to the Offeror, including providing warranties that their Shares are free from all liens, charges and encumbrances."


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Director