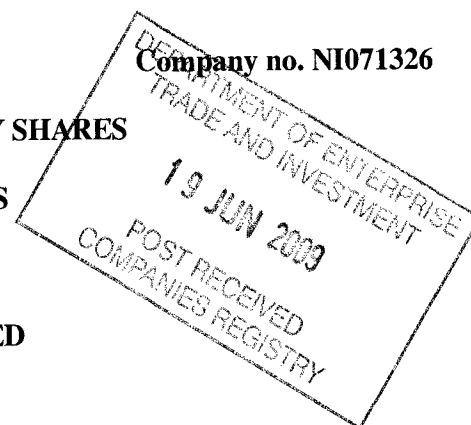




00660298



**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

of

**SARCON (NO. 312) LIMITED**

("Company")

Unless otherwise stated or the context otherwise requires, terms defined in the Explanatory Statement to Members shall have the same meaning when used in this resolution.

Written resolutions of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 proposed by the directors of the Company as special resolutions as detailed below:

**SPECIAL RESOLUTIONS**

1. That:

1.1 the provisions of the Articles of Association be amended by the replacement of Article 4.1 and Article 5 as follows:

"4.1 The Company shall have a first and paramount lien on every partly paid share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all partly paid shares standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder of it or shall be one of several joint holders, for all moneys presently payable by him or his estate to the Company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable on it. Regulation 8 of Table A shall not apply to the Company. Notwithstanding anything contained in these Articles, the Company's first and paramount lien on every share (not being a fully paid share) called or payable at a fixed time in respect of that share and the extension of that lien to all dividends payable thereon shall not apply where any such shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security."

"5 (a) The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.

(b) The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) 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

- (ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (iii) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security;

any of the Directors shall forthwith register any such transfer of 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.

- (c) 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 Article 5(b)(i) above)."

- 1.2 the provisions of the Memorandum of Association be amended by the replacement of paragraph 3(g) as follows:

"3(g) To give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company, whether by personal; covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future, including its uncalled capital, or by all or any such methods; and in particular but without limiting the generality of the foregoing, to give indemnity for, or to guarantee support, or secure, whether by personal covenant or by any such mortgage, charge or lien or by all or any such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on any securities) of any company which is for the time being the Company's holding company, subsidiary or another subsidiary of any such holding company as defined by Section 1159 of the Companies Act 2006 or otherwise associated with the Company in business in any way, notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering in to such guarantee or indemnity or suretyship or joint obligation or other arrangement or transaction contemplated therein."

- 1.3 the terms of (as the same may be amended, varied, supplemented or substituted from time to time), entry into and performance by the Company of the following

documents (the "**Documents**") be approved (notwithstanding any personal interest of any of the directors):

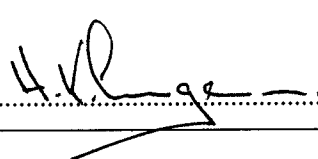
- 1.3.1 the Amendment Agreement;
- 1.3.2 the Debenture;
- 1.3.3 the Intercreditor Agreement;
- 1.3.4 the Northern Ireland Debenture;
- 1.3.5 the Deed of Adherence; and
- 1.3.6 any document related or ancillary to the Finance Documents (as defined in the Amended Facilities Agreement);
- 1.4 the directors be authorised, empowered and directed in the name of and on behalf of the Company to cause the execution and delivery of the Documents in the form attached with such amendments to them as they shall in their absolute discretion think fit;
- 1.5 the execution, delivery and performance of the Documents will be for the benefit of the Company for the purposes of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole; and
- 1.6 these resolutions have effect notwithstanding any provision of the Company's articles of association.

**Circulation date:** 29 May 2009

**Registered office:** Boucher Road  
Balmoral  
Belfast  
BT12 6LR

### Agreement to written resolutions

We, the undersigned, being persons entitled to vote on the above resolutions on the circulation date (that is the first date on which copies of the resolution are sent to members), irrevocably agree to the passing of such resolutions:

Name of corporate member:	..... <b>THE CHARLES HURST CORPORATION LIMITED</b>	
Name and position of signatory:	..... <b>HENRY KENNETH SURGENOR (Director)</b>	
Signed by authorised person on behalf of corporate member::	 .....	

**NOTE:**

1 Please sign and date this document and return it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Stuart MacDonald/John Hyde at 776 Chester Road, Stretford, Manchester M32 0GE;
- **By Post:** returning the signed copy by post to Stuart MacDonald/John Hyde at 776 Chester Road, Stretford, Manchester M32 0GE; or
- **By Fax:** faxing the signed copy to Stuart MacDonald/John Hyde at Lookers plc on 0161 864 2363.

If there are no resolutions you agree with, 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 a resolution, you may not revoke your agreement.
- 3 If insufficient agreement has been received for a resolution to be passed by the requisite majority at the end of the period of 28 days beginning with the circulation date, such resolution will lapse. If you agree to the resolution please ensure that your agreement reaches us before that date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 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.