

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

GILES HOLDINGS LIMITED

(Registered No. SC246391)

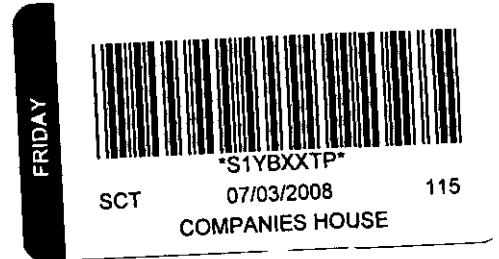
Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006, on 3 March 2008 the following resolution was passed by the sole shareholder of Giles Holdings Limited (the "Company") by way of written resolution.

SPECIAL RESOLUTION

"THAT:

1 the entering into by the Company of each of

- (i) a deed of accession to a £320,000,000 senior credit agreement between DMWSL 587 Limited as the parent (the "Parent"), DMWSL 588 Limited as borrower (the "Principal Borrower") the Original Guarantors, Bank of Scotland plc as Mandated Lead Arranger, the Original Lenders and Bank of Scotland plc as Facility Agent and Security Agent (each as defined therein),
- (ii) an intercreditor agreement between DMWSL 587 Limited as the Parent, the Original Borrower, the Original Guarantors, the Intra Group Creditors, the Investors and Bank of Scotland plc as a Senior Lender, Facility Agent and Security Agent and, upon accession to the intercreditor deed, the Hedge Counterparties (each as defined therein) pursuant to which the Company shall agree certain ranking and priority arrangements relating to the Debt (as defined therein),
- (iii) a debenture between, inter alia, DMWSL 587 Limited as the Parent, DMWSL 588 Limited, the Company, the Charging Companies (as therein defined) and Bank of Scotland plc as Security Agent (as defined therein) pursuant to which the Charging Companies will create, subject to certain agreed exceptions, first ranking fixed and floating charges over its assets, property and undertaking and assign by way of security all their rights, interests, title and benefit in their present and future assets to Bank of Scotland plc as Security Agent and any notices required thereunder, and
- (iv) a share pledge to be granted by the Company in favour of Bank of Scotland plc in its capacity as Security Agent pursuant to which the Company would pledge and assign to the Security Agent its whole right, title and interest in and to all the shares held by the Company in Giles Insurance Brokers Limited together with the stock transfer form relative thereto,

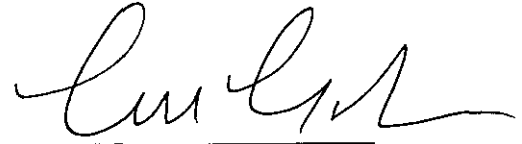


((i) to (iv) together referred to as the "Documents"),

is in the best interests of the Company and the approval for the Company to enter into each of the Documents (and any documents reasonably ancillary thereto) to which the Company is a party, and

- 2 the directors of the Company may provide for the execution or ratification, as the case may be, on behalf of the Company of the Documents (and any documents ancillary thereto) with such amendments, additions and variations as such persons authorised to execute the same may in his absolute discretion and sole opinion approve (the signature of such person being due evidence for all purposes of his approval of any such amendment, addition or variation)."
- 3 the provisions of the Articles of Association of the Company be altered by the addition of the following new Article 3(A) after Article 3.
- 3 (A) Notwithstanding any other provision contained in these Articles to the contrary
 - (1) where a security interest has been granted over any share pursuant to a security agreement such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these Articles or otherwise howsoever and the Company shall not claim any lien (howsoever arising) in respect of such share while such security interest remains unreleased. A certificate executed by the party to whom such security interest has been granted that such security interest remains unreleased shall be conclusive evidence of that fact,
 - (2) the directors shall have no discretion to decline to register, or suspend registration of, a transfer of shares where the proposed transferee is a bank or institution (or any agent, trustee, nominee or nominees or receiver of such bank or institution) to whom such shares are being transferred by way of security or a purchaser, transferee or other recipient of the shares from such bank or institution and a certificate signed by an official of such bank or institution that the relevant share or shares are charged shall be conclusive evidence of such fact, and
 - (3) any pre-emption rights conferred on existing members or any other person by these Articles or otherwise and any other restrictions on the transfer of shares contained in these Articles shall not apply where shares are being transferred in security to a bank or institution (or any agent, trustee, nominee or nominees or receiver of such bank or institution) or a purchaser, transferee or other recipient of the shares from such bank or institution

For the avoidance of doubt Article 6 and the requirement for any person proposing to transfer any shares to first issue a Transfer Notice to the Company under Article 6.1 shall not apply to any shares transferred by way of security to a bank or institution or otherwise transferred in accordance with this Article."



, director

for and on behalf of
Giles Holdings Limited

Date 3 ^{March}~~February~~ 2008
