

**Form of written resolution to be filed at Companies House under the 2006 Act**

**Company No: 1674987**

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
RESOLUTIONS IN WRITING**

**of**

**SUPERBREAK MINI-HOLIDAYS LIMITED**

**("Company")**

**Passed the 9 day of May 2008**

By a written resolution agreed to in accordance with Chapter 2 of Part 13 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolution(s) of the Company was/were duly passed:

**ORDINARY RESOLUTION**

1. THAT, the Company enters into the documents listed in the Appendix set out below.
2. That the Articles of Association of the Company be amended by the addition of the following as a new clause 13:-

**TRANSFER OF SHARES**

- 13(1) Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this clause (to the effect that any provision contained in this clause shall override any other provision of these Articles):-
- 13(2) The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-
  - (A) 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
  - (B) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or



(C) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and 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

Dated: *9 May* 2008

## APPENDIX

1. A credit facility agreement to be entered into comprising term and revolving facilities by (1) Holidaybreak Plc (company number 2305562) (the "**Parent**"), (2) certain subsidiaries of the Parent, including the Company, as listed therein as the Original Borrowers and the Original Guarantors (together the "**Subsidiaries**") (the Parent and the Subsidiaries being together the "**Group**"), (3) Barclays Capital and the Royal Bank of Scotland Plc as Mandated Lead Arrangers, Original Issuing Banks and Original Hedge Counterparty, (4) the Banks and Financial Institutions listed therein as Original Lenders, and (5) Barclays Bank Plc ("**Barclays**") as Facility Agent (as each such term is defined therein) (the "**Credit Agreement**") under which facilities in the aggregate sum of £275,000,000 (the "**Facilities**") are to be made available to the Parent by Barclays Bank Plc as facility agent and security trustee. Under the terms of the Credit Agreement the Company would also be required to guarantee to each Finance Party (as defined in the Credit Agreement), inter alia, all obligations of the Parent and any other member of the Group (from time to time) arising under the Credit Agreement or any other finance or security documents entered into in relation to the Facilities pursuant to the terms of a guarantee contained in the Credit Agreement (the "**Guarantee**").
2. A security agreement to be entered into between, inter alia, (1) the Company (and others) and (2) Barclays under which the Company would be required to grant fixed and floating charges over substantially all its assets and undertaking securing, inter alia, any liability of any member of the Group to the Finance Parties under the Credit Agreement and any other finance and security documents entered into in relation to the Facilities including the Guarantee pursuant to the terms of a debenture.

Signed

Director/Secretary

Dated

9 May 2008