

Company No: 01870532

THE COMPANIES ACT 2006

PETER EVANS & ASSOCIATES LIMITED
(the "Company")

WRITTEN RESOLUTIONS

WEDNESDAY



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22/05/2013

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COMPANIES HOUSE

The following written resolutions were passed by the Company on 16 May 2013, of which the resolutions numbered 1 to 3 were duly passed as ordinary resolutions and resolution 4 was duly passed as a special resolution

ORDINARY RESOLUTIONS

- 1 THAT the Company will enter into an indenture between, among others, the Company, the Senior Secured Notes Issuer, certain members of the Group and the trustee named therein (the "**Indenture**"), consistent with the description of the notes contained in the offering memorandum and pursuant to which the Company will issue the Senior Secured Notes
- 2 THAT that the terms of and the transactions contemplated by the Documents be, and they are hereby, approved
 - (a) a revolving credit facility agreement (the "**Revolving Credit Facility Agreement**") and to be made between (among others) the Company, Equiniti Cleanco Limited as Parent, Citigroup Global Markets Limited, J P Morgan Limited and Lloyds TSB Bank Plc as Mandated Lead Arrangers (as defined therein), the financial institutions listed therein as the Original Lenders (as defined therein), Lloyds TSB Bank plc as Agent and Lloyds TSB Bank plc as Security Agent,
 - (b) an intercreditor agreement to be made between (among others) the Company, the Senior Secured Notes Issuer, the Security Agent and the RCF Agent,
 - (c) the English law debenture to be entered into by, among others, the Parent, certain of its subsidiaries and the Company and the Security Agent (the "**Debenture**"),
 - (d) an offering memorandum in relation to the issuance of the Senior Secured Notes,
 - (e) a note purchase agreement between, among others, the Company, the Senior Secured Notes Issuer, certain members of the Group and the initial purchasers named therein (the "**Initial Purchasers**"), pursuant to which the Initial Purchasers will purchase the Senior Secured Notes, and
 - (f) the Intra-Group Debt Documents to which the Company is a party to, if any

The documents set out in paragraphs (a)-(f) above are together referred to as the "Documents"

- 3 THAT

- (a) the terms of and the transactions contemplated by the Documents be, and they are, hereby, approved

- (b) the Company would not be in breach of the constitutional documents of the Company by approving the terms of and the transactions contemplated by the Documents,
- (c) that the Company execute, deliver and perform its obligations under the Documents, any other document referred to in any of the Documents (including, without limitation, the Indenture and the notes substantially in the form attached thereto) and any agreements, amendments, deeds, certificates, confirmations, receipts, notices, instruments or other documents in connection with the Transactions and the Documents, including by way of accession or supplement,
- (d) any director of the Company be and is hereby authorised to execute the Documents on behalf of the Company in the form provided to the shareholder (including, without limitation, the Indenture and the notes substantially in the form attached thereto and by way of accession or supplement) subject to such amendments and modifications as the director executing the same may in his or her absolute discretion agree and so that the director's signature of the relevant Document shall be conclusive evidence of agreement to such amendments or modifications,
- (e) any director or the secretary of the Company be and is hereby authorised to sign and deliver all certificates, documents and notices (including, without limitation, the Indenture and the notes substantially in the form attached thereto and any Utilisation Request (as defined in the Revolving Credit Facility Agreement)) to be signed and delivered by the Company under or in connection with the Documents,
- (f) any director be and is hereby authorised to do all such acts and things and agree and execute all such documents as may be required in order to implement the transactions contemplated by the Documents, in each case in such manner or form as that director may in his or her absolute discretion think fit,
- (g) Equiniti Cleanco Limited be and is hereby irrevocably authorised to act as the Company's agent in connection with the Finance Documents (as defined in the Revolving Credit Facility Agreement) to supply all information concerning the Company contemplated by the Revolving Credit Facility Agreement to the Secured Parties and to give all notices and instructions including Utilisation Requests, to execute on its behalf any Accession Deed (as defined in the Revolving Credit Facility Agreement), to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by the Company notwithstanding that they may affect the Company, without further reference to or the consent of the Company (including, without limitation, by increasing the obligations of such Company howsoever fundamentally whether by increasing the liabilities guaranteed or otherwise),
- (h) if any Document or related document agreed by a Director needs to be executed as a deed, that it be executed under the common seal of the Company or executed as a deed in accordance with section 44 of the Companies Act 2006, and
- (i) a director of the Company may have an interest by virtue of being a director or other officer of, or employed by, or otherwise interested (including holding of shares) in any Relevant Company, and no authorisation by the board of directors of the Company shall be required in respect of and any such interest be approved

For the purpose of this resolution the "Relevant Company" shall mean

- (i) the Company,
- (ii) any subsidiary undertaking of the Company,

- (iii) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking,
- (iv) any body corporate promoted by the Company or
- (v) any body corporate in which the Company is otherwise directly or indirectly interested,

and "subsidiary undertaking" and "parent undertaking" shall be construed in accordance with sections 1161 and 1162 of the Companies Act 2006

SPECIAL RESOLUTION

4 THAT

The Company's articles of association be amended by the insertion of the following paragraph as a new article

"Notwithstanding anything contained in these articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer

- (i) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (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 the power of sale or other power under such security,

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 be required to offer the shares which are or are to be the subject of any transfer 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 consideration or not "