Company No: 01954109

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

HARPMANOR LIMITED (the "Company")

We, the undersigned being the sole member of the above named Company entitled to attend and vote at an Extraordinary General Meeting of the Company, hereby resolve that the resolutions at 1 and 2 below be and are passed as special resolutions of the Company pursuant to the provisions of section 288 of the Companies Act 2006 and confirm that such resolutions shall be as valid and effectual as if they had been passed at an extraordinary general meeting of the Company duly convened and held.

1. It was resolved that the transactions contemplated by, and the terms of, the documents referred to below (as the same may be amended, varied, supplemented or substituted from time to time) which the Company is proposing to enter into and grant (where relevant) in connection with (inter alia) the £400,000,000 revolving credit facility (the "**Facility**") to be provided by a syndicate of lenders for which The Royal Bank of Scotland plc ("**RBS**") would act as agent, arranger and security agent are approved

1.1 a facility agreement to be entered into by the Company's holding company, Jerrold Holdings Limited (the "**Parent**") (1), the subsidiaries of the Parent listed therein as Original Borrowers and Original Guarantors (together the "**Obligors**") (2), The Royal Bank of Scotland plc ("**RBS**") as Agent and Security Agent (3), RBS, Bank of Scotland plc and National Australia Bank Limited as mandated lead arrangers (4), and the financial institutions listed therein as Original Lenders (5) (as each such term is defined therein) (the "**Facility Agreement**") and also containing a guarantee (the "**Guarantee**") to be provided by the Original Guarantors pursuant to which each Original Guarantor will guarantee the obligations of the Obligors arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility;

1.2 a debenture to be granted by, inter alios, the Company in favour of the Security Agent pursuant to which the Company would grant fixed and floating charges over substantially all the assets and undertaking of the Company as security for the Facility;

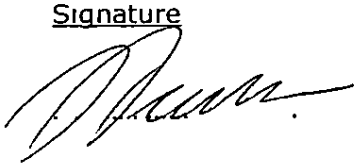
1 3 an intercreditor deed to be made between, inter alios, the Company and the Original Lenders regulating certain rights between the parties thereto with regards to debts owed and security granted by the Company,

each such document being a "**Document**" and together the "**Documents**".

2. It was resolved that the execution, delivery and performance of the Documents is in the best economic, strategic and financial interests of the Company in that (inter alia) it would ensure that the Parent would have sufficient funds to meet its general working capital purposes and other requirements along with the general working capital and other requirements of the other members of the group.

DATED: 9 NOVEMBER 2007

Name of Shareholder

Jerrold Holdings Limited

Signature