

LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED

(REGISTERED NO. 2067231)

WRITTEN RESOLUTION

The undersigned, being the sole member of the Company entitled to attend and vote at a general meeting of the Company, hereby resolves that the following resolution be and is hereby passed as a Written Resolution of the Company in accordance with section 381A of the Companies Act 1985.

WRITTEN RESOLUTION

"THAT:

1. the execution of each of:



- (i) a senior facilities agreement (the "**Senior Facilities Agreement**") to be entered into between Ever 2533 Limited as Parent (as defined therein), the companies listed therein as the Original Borrowers (as defined therein), the companies listed therein as the Original Guarantors (as defined therein), Merrill Lynch International ("**MLI**"), GE Capital Structured Finance Group Limited and NIB Capital Bank N.V. ("**NIB**") as Mandated Lead Arrangers (as defined therein), the financial institutions listed therein as Original Lenders (as defined therein), GE Capital Structured Finance Limited in its capacities as Agent and Security Agent (each as defined therein) and the Issuing Bank (as defined therein) in relation to senior term loan facilities of £60,000,000 and a revolving credit facility of £15,000,000 and pursuant to which the Company as an Original Guarantor (together with the other Original Guarantors and any Additional Guarantors (as defined therein)) will guarantee the punctual performance by any member of the Group (as defined therein) of all that entity's obligations under the Finance Documents (as defined therein);
- (ii) a mezzanine facility agreement (the "**Mezzanine Loan Agreement**") to be entered into between Ever 2533 Limited as Parent (as defined in the Senior Facilities Agreement), the companies listed therein as the Original Guarantors (as defined therein), MLI as Mandated Mezzanine Lead Arranger (as defined therein), Intermediate Capital Group plc in its capacities as Mezzanine Lead Arranger and Mezzanine Agent (each as defined therein) the financial institutions listed therein as Original Mezzanine Lenders (as defined therein) and GE Capital Structured Finance Group Limited as Security Agent (as defined therein) in relation to a mezzanine term loan facility of £80,000,000 and pursuant to which the Company as an Original Guarantor (together with the other Original Guarantors and any Additional Guarantors (as defined therein)) will guarantee the punctual performance by any member of the Group (as defined

therein) of all that entity's obligations under the Mezzanine Finance Documents (as defined in the Senior Facilities Agreement);

- (iii) a debenture (the "**Debenture**") to be entered to between Ever 2533 Limited as Parent (as defined in the Senior Facilities Agreement), the companies listed therein as the Chargors (as defined therein) and GE Capital Structured Finance Group Limited as the Security Agent (as defined therein) pursuant to which the Company as a Chargor grants fixed and floating charges over all of its assets and undertakings by way of security for (i) the payment and discharge of its obligations and liabilities as guarantor under the Senior Facilities Agreement and the Mezzanine Loan Agreement and (ii) the obligations of the Obligors (as defined in the Senior Facilities Agreement) under the Senior Facilities Agreement and the Mezzanine Loan Agreement;
- (iv) an inter company loan agreement (the "**Inter Company Loan Agreement**") between, inter alia Ever 2533 Limited and the Company a revolving credit facility of up to £465,000,000 in aggregate to be used by Ever 2533 Limited, in meeting their payment obligations under the Senior Facilities Agreement and the Mezzanine Loan Agreement, expenses associated with the Refinancing (as defined therein) and for other general corporate purposes of the Group;
- (v) an inter-creditor deed (the "**Inter-Creditor Deed**") between *inter alia* Leisure Link Holdings Limited, Ever 2533 Limited as Parent (as defined therein), the companies named therein as Original Obligors (as defined therein), the companies named therein as Original Intra-Group Creditors (as defined therein), the companies named therein as Original Senior Lenders (as defined therein), GE Capital Structured Finance Group Limited in its capacities as Senior Agent and Security Agent (each as defined therein), the Issuing Bank (as defined therein), the Original Mezzanine Lenders (as defined therein), Intermediate Capital Group plc as Mezzanine Agent (as defined therein), the persons named therein as Original Vendor Loan Noteholders, Duke Street Capital III Limited as Vendor Security Agent (as defined therein) and Leisure Link Holdings LP as Original B Preference Shareholders (as defined therein); and
- (vi) a composite guarantee and debenture (the "**Vendor Debenture**") entered into by the Company inter alia in favour of Duke Street Capital III Limited (in its capacity as security trustee) pursuant to which the Company (i) guarantees the obligations and liabilities of each Guaranteed Obligor (as defined therein) under the Vendor Loan Notes (as defined in the Senior Facilities Agreement) and (ii) grants a debenture creating fixed and floating charges over its property, assets and undertaking as security for the payment and performance of the Secured Obligations (as defined therein);

(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 to which the Company is a party, the principal terms of which are set out in the statutory declaration Form 155(6)(a) executed by all the directors of the Company, is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of Section 151 and 152 of the Companies Act 1985;

2. the giving of a guarantee by the Company and performance of its obligations under each of the Senior Facilities Agreement and the Mezzanine Loan Agreement be and is hereby approved;
3. the giving of a guarantee by the Company and performance of its obligations under the Vendor Debenture be and is hereby approved;
4. the execution of a letter of support addressed to *inter alia* the Company from Ever 2533 Limited to the effect that Ever 2533 Limited will support the Company financially in respect of its working capital requirements (the "**Letter of Support**") is in the best interests of the Company and the approval for the Company to agree to the terms of the Letter of Support is given;
5. the execution of a deed of release between *inter alia* the Company and NIB Capital Bank N.V. (the "**NIB Deed of Release**") to the effect that the Company is released from all security, covenants and obligations contained in and created by a composite guarantee and debenture dated 21 September 2001 granted by *inter alia* the Company in favour of NIB Capital Bank N.V. is in the best interests of the Company and the approval for the Company to agree to the terms of the NIB Deed of Release is given;
6. the execution of a deed of release between *inter alia* the Company and Duke Street Capital III Limited (the "**Duke Street Deed of Release**") to the effect that the Company is released from all security, covenants and obligations contained in and created by a composite guarantee and debenture dated 21 September 2001 granted by *inter alia* the Company in favour of Duke Street Capital III Limited is in the best interests of the Company and the approval for the Company to agree to the terms of the Duke Street Deed of Release is given;
7. 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, the Letter of Support, the Duke Street Deed of Release and the NIB Deed of Release (and any documents reasonably ancillary thereto) with such amendments, additions and variations as such persons authorised to execute the same may in their 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);
8. the Articles of Association of the Company be altered by the adoption of a new Article 9A in the form set out below:

"9A. Notwithstanding anything contained in these Articles:

(i) any pre-emption rights conferred on existing members by these Articles or otherwise and any other restrictions on transfer of shares contained in these Articles or otherwise shall not apply to, and

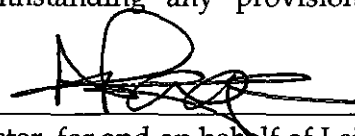
(ii) the Directors shall not decline to register, nor suspend registration of,

any transfer of shares where such transfer is:

- (A) in favour of any bank, financial institution or other person (or any nominee or nominees of such a bank, financial institution or other person) to whom such shares are being transferred by way of security (whether such bank, financial institution or other person is acting as agent, trustee or otherwise), or
- (B) duly executed by any such bank, financial institution or other person (or any such nominee or nominees) to whom such shares (including any further shares in the Company acquired by reason of its holding of such shares) are to be transferred as aforesaid pursuant to a power of sale under any security document which creates any security interest over such shares, or
- (C) duly executed by a receiver appointed by a bank, financial institution or other person (or any such nominee or nominees) pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank, financial institution or other person (or any such nominee or nominees) or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts. Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank, financial institution or other person or a subsidiary of a bank, financial institution or other person or which are transferred in accordance with the provisions of this Article. For the purposes of this Article, "person" includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 259(1) of the Act) or other association (whether or not having separate legal personality) or any two or more of the foregoing".

9. this resolution shall have effect notwithstanding any provision of the Company's Articles of Association."



Director, for and on behalf of Leisure  
Link Group Limited

Date: 28 JANUARY

2005

A copy of these resolutions has been provided to the Company's auditors in accordance with the Companies Act 1985.