

Company No. 2192234

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

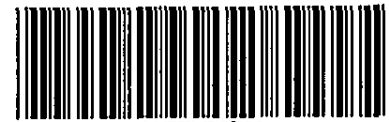
OF

OVAL FINANCIAL SERVICES LIMITED (the "Company")

Certified a true Copy

DUNDAS  
Saltire Co  
20 Castle  
Edinburgh

WEDNESDAY



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15/10/2008

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COMPANIES HOUSE

Circulation Date: 1 OCTOBER 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1- 6 below are passed as special resolutions.

### SPECIAL RESOLUTIONS

1. **THAT**, the terms of, and the transactions contemplated by the documents listed in the Schedule attached to this written resolution (the "Documents") which the Company is proposing to enter into in connection with the re-financing of the existing indebtedness owing to Barclays Bank PLC and Lloyds TSB Bank plc and to finance future acquisitions be approved, (copies of such Documents having been supplied to the members of the Company prior to the signing of this written resolution) subject to such changes as the Company's directors, in their absolute discretion, think fit.
2. **THAT** the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms of the Documents to which it is party, and accordingly, such entry and granting, and the performance of its obligations thereunder, is for the commercial benefit and advantage of the Company and would be most likely to promote the success of the Company.
3. **THAT** notwithstanding any provision of the Company's memorandum and articles of association or any personal interest of any of the Company's directors, the Company's directors and/or the company secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for the Company in such manner and subject to such changes as they in their absolute discretion, think fit.
4. **THAT** a new Article 12(a) be added to the Company's Articles of Association in the terms stated below and that the subsequent Articles be renumbered accordingly:  
  
"12(a) Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall be deemed to constitute presence in person at such meeting."
5. **THAT** Article 14 of the Company's Articles of Association be deleted in its entirety and the following new Article 14 be substituted in lieu thereof:  
  
"The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share"

6 **THAT** new Articles 15 and 16 be added to the Company's Articles of Association in the following terms:

"15. Notwithstanding anything contained in these Articles:

- (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares, and
- (b) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be:

- (a) executed by a bank or institution to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security,
- (b) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (c) to any such bank or institution (or to its nominee) pursuant to any such security.

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.

16. Clauses 24 and 26 of Table A shall not apply to the Company."

## **AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the sole member of the Company entitled to vote on the above resolutions on 1 OCTOBER 2008, hereby irrevocably agrees to the resolutions.

### **SIGNED:**

for and on behalf of



Oval Management Services Limited

Date. 1 OCTOBER

Name: Simon Shew  
Position Finance Director

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## NOTES

1. This document contains proposed written resolutions of the Company for approval by you as a member of the Company. Resolutions 1, 2, 3, 4, 5 and 6 are proposed as special resolutions and each require members holding not less than 75% of the total voting rights of members entitled to vote on such resolutions to vote in favour of them to be passed.
2. You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

**By Hand:** delivering the signed copy to:

Oval Limited  
9 South Parade  
Wakefield  
West Yorkshire  
WF1 1LR  
FAO: Finance Director

**By Post:** returning the signed copy by post to:

Oval Limited  
9 South Parade  
Wakefield  
West Yorkshire  
WF1 1LR  
FAO: Finance Director

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
4. Unless, by 28 OCTOBER 2008 (being 28 days from the date the resolutions were first circulated to members), sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
6. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

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## SCHEDULE

1. A debenture made between, *inter alia*, the Company in favour of Barclays Bank PLC (as security agent for the Secured Parties (in such capacity the "Security Agent"));
2. A senior sterling term and revolving credit facility agreement made between (1) Oval Limited ("Oval") as parent, (2) the companies listed in part 1 of schedule 1 thereto as original borrowers ("Original Borrowers"), (3) the companies listed in part 1 of schedule 1 thereto as original guarantors (including the Company) ("Original Guarantors"), (4) Barclays Bank PLC and Lloyds TBS Bank plc as mandated lead arrangers ("Arrangers"), (5) the banks and financial institutions listed in part 2 of schedule 1 thereto as original lenders ("Original Lenders"), (6) Barclays Bank PLC as facility agent for the finance parties ("Agent"), (7) Barclays Bank PLC as security agent ("Security Agent"), (8) Barclays Bank PLC as original issuing bank ("Original Issuing Bank") and (9) Barclays Bank PLC as original overdraft bank ("Original Overdraft Bank") pursuant to which the Original Lenders agree to make £115,000,000 in facilities available to the Borrowers (as defined therein) to refinance existing indebtedness owing to Barclays Bank PLC and Lloyds TSB Bank plc and to finance future acquisitions,
3. A subordination deed made between (1) Security Agent, (2) Agent, (3) Original Lenders (4) Original Issuing Bank, (5) Original Overdraft Bank, (6) Caledonia Investments PLC ("Investor") and (7) the companies named in Schedule 1 (as the original obligors, the intra group creditors and/or the intra-group debtors (including the Company));
4. A security trust and intercreditor deed made between (1) Oval, (2) Original Borrowers, (3) Original Guarantors, (4) Original Lenders (5) Arrangers, (6) Security Agent, (7) Agent, (8) Original Issuing Bank and (9) Original Overdraft Bank,
5. An intra-group loan agreement between the Company, Lochain Patrick Holdings Limited, Oval Insurance Broking Limited, Oval International Limited, Oval Management Services Limited, Oval Healthcare Limited and Ward Mitchell Holdings Limited (the "Group Companies") and Oval in respect of certain facilities to be made available by the Group Companies to Oval.