

The Companies Act 1985 to 2006

Private Company Limited by Shares

WRITTEN RESOLUTIONS

of

CRAWFORD DAVIS INSURANCE CONSULTANTS LIMITED

(Registered in England & Wales under number 2953747)

Pursuant to Chapter 2 of part 13 of the Companies Act 2006

Passed the 29<sup>th</sup> day of April 2009

THURSDAY



In accordance with Chapter 2 of part 13 of the Act, we, the undersigned members of the above-named company (the "Company"), being all those members for the time being of the Company entitled to receive notice of and to attend and vote at a General Meeting of the Company, hereby resolve to pass by way of a written resolution all of the following resolutions and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as Special Resolutions of the Company at an extraordinary general meeting of the Company duly convened and held:

#### AGREEMENT

Please read the explanatory notes at the end of this document before signifying your agreement to the contents

#### SPECIAL RESOLUTION

1. **THAT** the terms of the following documents ("**Security Documents**") and their execution, delivery and performance by the Company be approved **AND THAT**, the directors be authorised to effect the execution, delivery and performance of the Security Documents in the form produced to the meeting with such amendments to them as they shall in their absolute discretion think fit:

- 1.1 The deed of accession in the form annexed hereto and initialled by the Chairman for the purposes of identification ("**Deed of Accession**") to be entered into between (1) the Company (2) Cullum Capital Ventures Limited ("**Borrower**") and (3) Bank of Scotland plc ("**Security Trustee**"), pursuant to which the Company is required to be bound by all the covenants and

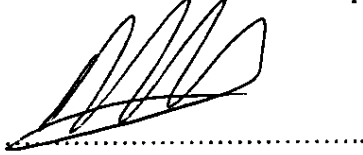
agreements in a debenture made between, inter alia, (1) the Purchaser, and (2) Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland), as the Security Trustee (the "**Debenture**") which in turn requires the Company as beneficial owner and as continuing security for the payment and discharge of all the Secured Liabilities, to charge to the Security Trustee for the benefit of the Secured Parties (as defined in the Debenture) by way of fixed and floating charges the whole of its right, title and interest in its property, assets and undertaking, both present and future, on the terms contained therein.

- 1.2 Letter of accession pursuant to the terms of the Facility Agreement dated 30 June 2006 entered into between the Borrower, and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Agent and Security Trustee pursuant to which the Company will become an Additional Guarantor pursuant to Clause 26.3 thereof ("**Accession Letter**").
- 1.3 Accession agreement to the Intercreditor Agreement, dated 30 June 2006 between, among others, the Debtors (as defined therein), Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Agent and Security Trustee, to be entered into between the Company and Bank of Scotland plc as Security Trustee pursuant to which the Company will become a Debtor and an Intra-Group Creditor (as defined therein) ("**Intercreditor Accession Agreement**").
- 1.4 Accession to the Intra-Group Loan Agreement dated 30 June 2006 between the Company and the Borrower whereby the Company will provide certain loan facilities to the Borrower ("**Deed of Accession to the Loan Agreement**").

2. **THAT** any act done or document executed pursuant to any of the above paragraphs of this resolution shall be valid, effective and binding on the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's articles of association (any such limitation being suspended, waived, relaxed or abrogated by this resolution to the extent necessary to give effect to the above paragraphs of this resolution).

3. The following documents were available for inspection by the members of the Company in relation to this resolution:

- 3.1 Copy of the facility agreement and the debenture
- 3.2 Final draft copy of the Deed of Accession
- 3.3 Final draft copy of the Accession Letter
- 3.4 Final draft copy of the Intercreditor Accession Agreement; and
- 3.5 Final draft copy of the Deed of Accession to the Loan Agreement.



Director

FOR AND ON BEHALF OF CULLUM CAPITAL VENTURES LIMITED

Dated 29<sup>th</sup> April 2009

#### NOTES

If you agree to the resolutions contained herein please confirm your agreement by signing and dating this document where indicated below and returning it to the Company by using one of the following methods:

- By Hand: by delivering the signed copy to the Company listed above at 26-28 Pembroke Road, Sevenoaks, Kent, TN13 1XR FAO Company Secretary
- By Post: by returning the signed copy by post to the Company listed above at 26-28 Pembroke Road, Sevenoaks, Kent, TN13 1XR FAO Company Secretary
- By Fax: by faxing the signed copy to 01732 466467 marked for the attention of Company Secretary
- By E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to Sam.Clark@ccventures.co.uk. Please enter "Written Resolution" in the e-mail subject box.

Once you have indicated your agreement to the resolution, you may not revoke your agreement.

If not passed by 10<sup>th</sup> May 2009 the resolution will lapse.