

**Company No: 03141013**

**The Companies Act 1985**  
**COMPANY LIMITED BY SHARES**  
**SPECIAL RESOLUTIONS**  
**passed as**  
**WRITTEN RESOLUTIONS**  
**of**  
**URBAN SPLASH GROUP LIMITED**

(Passed pursuant to Chapter 2, part 13 of the Companies Act 2006)

WE, the undersigned, being or representing the required number of the members of the Company entitled to vote, HEREBY RESOLVE as follows

**RESOLUTIONS**

1. THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the Company enters into the documents listed in paragraphs 4, 7, 8, 9 and 10 of the Appendix set out below (the "Company Finance Documents")
2. THAT the giving of financial assistance by the execution, delivery and performance by the Company of the Company Finance Documents is approved
3. THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the Company, Urban Splash Limited (company number 02827908), Urban Splash Work Limited (company number 02076610) and Urban Splash Fort Dunlop Limited (company number 03542905) (the "Relevant Subsidiaries") enter into the documents listed in paragraphs 1, 2, 3, 5, 6, 8 and 9 of the Appendix set out below (the "Subsidiary Finance Documents").
4. THAT the giving of financial assistance by the Relevant Subsidiaries by the execution, delivery and performance of the Subsidiary Finance Documents is approved.



## APPENDIX

1. a secured facility comprising term loans in the maximum aggregate principal amount of £125,000,000 (the "Facility") to be made available by HSBC Bank plc ("HSBC"), Royal Bank of Scotland plc ("RBS") and Co-operative Bank p.l c. ("Co-op") (the "Original Lenders") to Urban Splash Work Limited (company number 03141013) (the "Borrowing Subsidiary") security for which is to be given by the Borrowing Subsidiary and the following companies, namely: Urban Splash Limited (company number 0287908) and Urban Splash Fort Dunlop Limited (company number 03542905) (the "Non-borrowing Subsidiaries") (the Borrowing Subsidiary and the Non-Borrowing Subsidiaries being together called the "Subsidiaries" and each individually a "Subsidiary"), the Target and any other subsidiaries of the Buyer who accede to the Facility Agreement (as defined below) (the Subsidiaries, the Target and the Buyer being together referred to as the "Group"), the Facility being made available pursuant to a facility agreement (the "Facility Agreement") to be entered into between the Subsidiaries, the Original Lenders, HSBC as agent (the "Agent"), mandated lead arranger (the "Arranger") and as account bank ("Account Bank"), HSBC Corporate Trustee Company (UK) Limited as security agent (the "Security Agent") and HSBC, RBS and Co-op as hedging banks or any bank which becomes a hedging bank under clause 25 of the Facility Agreement ("Hedging Bank") (together the Original Lenders, the Arrangers, the Agent, the Security Agent, the Account Bank and the Hedging Bank being the "Finance Parties");
2. a guarantee (the "Guarantee") contained in the Facility Agreement to be granted by Urban Splash Fort Dunlop Limited (Company Number 03542905) in favour of the Security Agent and/or the Secured Parties pursuant to which Urban Splash Fort Dunlop Limited and each other member of the Group who may accede to the Facility Agreement in the capacity of guarantor will jointly and severally guarantee to the Security Agent and/or the Secured Parties all monies, liabilities and obligations of the Borrowing Subsidiary arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility (the "Guarantee Obligations");
3. a guarantee (the "Limited Recourse Guarantee") contained in the Facility Agreement to be granted by Urban Splash Limited (Company Number. 0287908) in favour of the Security Agent and/or the Secured Parties pursuant to which Urban Splash Limited will guarantee to each of the Secured Parties all monies, liabilities and obligations of the Borrowing Subsidiary arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility provided that the bank's recourse against the company is limited to the realised value of the property charged by Urban Splash Limited pursuant to the legal charge it executes in favour of the Security Agent and/or the Secured Parties (the "Limited Recourse Guarantee Obligations");
4. a guarantee to be made by the Target (the "Target Guarantee") pursuant to which the Target will guarantee to the Security Agent and/or the Secured Parties all monies and obligations the Borrowing Subsidiary arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility and the Subordinated Debt (as defined in the Inter-creditor Deed) (the "Target Guarantee Obligations");
5. a debenture (the "Debenture") executed by the Borrowing Subsidiary and Urban Splash Fort Dunlop Limited (Company Number 03542905) (together the "Charging Companies") in favour of the Security Agent and the Secured Parties

granting fixed and floating charges over substantially all the assets and undertaking of each of the Charging Companies securing any liability of the Charging Companies to the Security Agent and/or the Secured Parties under the Facility Agreement and any other finance and security documents entered into in relation to the Facility including the Guarantee and all liabilities in respect of the Subordinated Debt (as defined in the Inter-creditor Deed) (the "Secured Liabilities"),

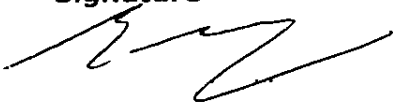
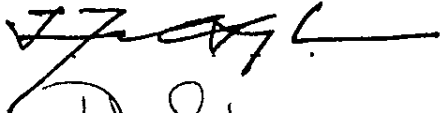

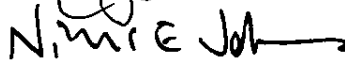
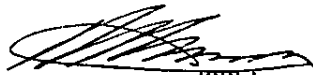
6. a legal charge executed by Urban Splash Limited (Company Number 02827908) in favour of the Security Agent and/or the Secured Parties granting a first fixed charge by way of legal mortgage over its interest in the property specified in Schedule 2 to the document creating the legal charge securing the Limited Recourse Guarantee and all liabilities in respect of the Subordinated Debt (as defined in the Inter-creditor Deed)(such liabilities capped at realised value of the assets charged by the chargor) ("Legal Charge"),
- 7 a charge over shares to be entered into between the Target in favour of the Security Agent and/or the Secured Parties granting a first fixed charge by way of legal mortgage over its entire holding of shares in the Borrowing Subsidiary and Urban Splash Fort Dunlop Limited securing the Target Guarantee Obligations (the "Share Charge");
8. an inter-creditor deed (the "Inter-creditor Deed") to be made between the Senior Lenders, Hedging Banks, Subordinated Creditors, Security Agent, Agent, Account Bank, Arranger, Borrower and Original Obligors (as defined in the Inter-creditor Deed) containing terms and conditions regulating certain rights between the parties thereto, including in respect of the payment of monies by the Borrowing Subsidiary and other members of the Group to the Finance Parties; and
- 9 an intra-group funding agreement (the "Intra-Group Funding Agreement") to be made between the Target and the Subsidiaries pursuant to which monies may be loaned to or borrowed by each member of the Group or otherwise transferred within the Group up to a sum of £750,000,000 in aggregate, and
10. a subordination deed (the "Subordination Deed") to be made between the Security Agent, Original Obligors, Intra-Group Creditors, Intra-Group Debtors and Original Loan Noteholders, as defined therein, and the Subsidiaries pursuant to certain rights between the parties thereto are regulated, including in respect of the subordination of liabilities owed by the Obligors under the Intra-Group Funding Agreement and the Loan Notes (as defined in the Facility Agreement) in favour of liabilities owed by the Obligors to the Finance Parties,

Dated: 23 June 2008

Shareholders who wish to agree to such resolutions should signify that agreement in one of the following ways:

1. Sign and return this document to Urban Splash Group Limited, 16-22 Worsley Street, Manchester M15 4LD marked for the attention of Jacqueline Whalley, or
2. Sign and return this document by fax to 0161 839 8999, or
3. Email the company at [JacquelineWhalley@urbansplash.co.uk](mailto:JacquelineWhalley@urbansplash.co.uk) confirming agreement including the text of the resolution and including your full name.

If sufficient agreement is not received by the date being 28 days from the circulation date then these resolutions will lapse and shareholders will not be able to indicate agreement after that date.

Name of Shareholder	Signature	Date of Signature
Thomas Bloxham		23 June 2008
Jonathan Falkingham		23 June 2008
David Haydock		23 June 2008
Nicholas Johnson	 Nimie John	23 June 2008
Richard Riding		23 June 2008

Attachment: Signed statutory declaration(s) and auditors' report(s)

Copy: Auditors

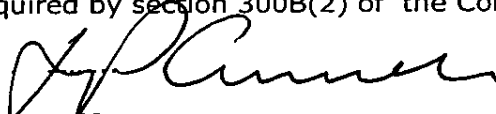
**URBAN SPLASH GROUP LIMITED**

**TIMBER WHARF  
16-22 WORSLEY STREET  
MANCHESTER  
M15 4LD**

**Company No: 03141013**

I confirm that

- (i) a copy of the attached written resolutions were sent to the auditors of the Company at or before the time when they were supplied to the members for signature in accordance with section 300B(2) of the Companies Act 2006 and
- (ii) a copy of the signed statutory declaration(s) made by the directors of the Company and related auditors' report(s) were supplied to each member at or before the time the attached resolutions were supplied to them for signature (as required by section 300B(2) of the Companies Act 2006)

  
Director/Secretary

**Form of written resolution to be filed at Companies House under the 2006 Act**  
**Company No: 03141013**

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**RESOLUTION(S) IN WRITING**

**of**

**URBAN SPLASH GROUP LIMITED ("Company")**

**Passed the 23 day of June 2008**

By a written resolution agreed to in accordance with Chapter 2, part 13 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolution(s) of the Company was/were duly passed

**RESOLUTIONS**

(Passed pursuant to section 288 the Companies Act 2006)

1. THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the Company enters into the documents listed in paragraphs 4, 7, 8, 9 and 10 of the Appendix set out below (the "Company Finance Documents").
2. THAT the giving of financial assistance by the execution, delivery and performance by the Company of the Company Finance Documents is approved.
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4. THAT the giving of financial assistance by the Relevant Subsidiaries by the execution, delivery and performance of the Subsidiary Finance Documents is approved

Signed  
Director/Secretary



Dated 23 June 2008

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2. a guarantee (the "Guarantee") contained in the Facility Agreement to be granted by Urban Splash Fort Dunlop Limited (Company Number 03542905) in favour of the Security Agent and/or the Secured Parties pursuant to which Urban Splash Fort Dunlop Limited and each other member of the Group who may accede to the Facility Agreement in the capacity of guarantor will jointly and severally guarantee to the Security Agent and/or the Secured Parties all monies, liabilities and obligations of the Borrowing Subsidiary arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility (the "Guarantee Obligations");
3. a guarantee (the "Limited Recourse Guarantee") contained in the Facility Agreement to be granted by Urban Splash Limited (Company Number: 0287908) in favour of the Security Agent and/or the Secured Parties pursuant to which Urban Splash Limited will guarantee to each of the Secured Parties all monies, liabilities and obligations of the Borrowing Subsidiary arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility provided that the bank's recourse against the company is limited to the realised value of the property charged by Urban Splash Limited pursuant to the legal charge it executes in favour of the Security Agent and/or the Secured Parties (the "Limited Recourse Guarantee Obligations");
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undertaking of each of the Charging Companies securing any liability of the Charging Companies to the Security Agent and/or the Secured Parties under the Facility Agreement and any other finance and security documents entered into in relation to the Facility including the Guarantee and all liabilities in respect of the Subordinated Debt (as defined in the Inter-creditor Deed) (the "Secured Liabilities"),

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- 10 a subordination deed (the "Subordination Deed") to be made between the Security Agent, Original Obligors, Intra-Group Creditors, Intra-Group Debtors and Original Loan Noteholders, as defined therein, and the Subsidiaries pursuant to certain rights between the parties thereto are regulated, including in respect of the subordination of liabilities owed by the Obligors under the Intra-Group Funding Agreement and the Loan Notes (as defined in the Facility Agreement) in favour of liabilities owed by the Obligors to the Finance Parties;