

Registered No. 04066200

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTIONS

CARP (UK) 3 LIMITED
(the "Company")

passed on 30/3/ 2010

TUESDAY



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LD3 13/04/2010 284
COMPANIES HOUSE

In accordance with the Company's articles of association and the provisions of Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), Carp (UK) 2 Limited and Sun CP Newmidco Limited, being members of the Company, who, at the date of these resolutions would have been entitled to vote upon it as if it had been proposed at a general meeting of the Company at which it was present, **RESOLVE** to pass the following resolutions as written resolutions

- 1 Capitalised terms not otherwise defined herein shall have the meanings set out in the secured facilities agreement executed on 8 December 2006 and amended and restated on 19 June 2007 (the "**Secured Facilities Agreement**") and the consent memorandum dated 12 March 2010
- 2 **THAT** the entry by the Company into each of the following documents (each a "**Document**" and together the "**Documents**") to which the Company is or is expressed to be a party and the transactions contemplated by those Documents
 - (a) the Amendment Agreement relating to a Secured Facilities Agreement between the Borrowers, the Obligors, the Instructing Agent for the Majority Tranche A Lenders, the Majority Tranche B Lenders, the Arrangers, the Tranche A Agent, the Tranche B Agent, the Tranche C Agent, the Original Senior Hedge Counterparty, the Original Junior Hedge Counterparty and the Security Trustee and the Bookrunner (the "**Amendment Agreement**"),
 - (b) subordinated loan agreement between Forest Bidco Limited and Forest Midco Limited,
 - (c) Tranche A Lender margin letter from the Borrowers to the Tranche A Agent on behalf of the Tranche A Lenders,
 - (d) Tranche B Lender facility fee letter from the Borrowers to the Tranche B Agent on behalf of the Tranche B Lenders,
 - (e) Tranche B Lender repayment fee letter from the Borrowers to each consenting Tranche B Lender,
 - (f) Tranche B Lender consent fee letter from the Borrowers to each consenting Tranche B Lender,
 - (g) Borrower/Issuer funding letter from the Borrowers to the Issuer,
 - (h) letter from the Borrowers to the Instructing Agent requesting that the Instructing Agent obtains the irrevocable consent of the Majority Tranche A Lenders, the Majority Tranche B

Lenders and the Hedge Counterparties to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,

- (i) letter from the Instructing Agent to the Issuer (as Majority Tranche A Lender) requesting their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (j) letter from the Majority Tranche A Lender to the Instructing Agent and the Borrowers confirming their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (k) letter from the Instructing Agent to each Majority Tranche B Lender requesting their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (l) letter from each Majority Tranche B Lender to the Instructing Agent and the Borrowers confirming their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (m) letter from the Instructing Agent to each Hedge Counterparty requesting their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (n) letter from each Hedge Counterparty to the Instructing Agent and the Borrowers confirming their irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (o) letter from the Issuer to the Servicer requesting the Servicer's irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (p) letter from the Servicer to the Issuer confirming its consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (q) letter from the Servicer to the Trustee requesting the Trustee's irrevocable consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (r) letter from the Trustee to the Servicer confirming its consent to the proposed amendments to the Secured Facilities Agreement as contemplated by the Amendment Agreement,
- (s) letter from the Issuer to the Servicer and the Special Servicer requesting their irrevocable consent to the proposed amendments to the terms and conditions of the notes contained in the Trust Deed,
- (t) letter from the Servicer and the Special Servicer to the Issuer confirming their consent to the proposed amendments to the terms and conditions of the Notes contained in the Trust Deed,
- (u) written shareholder resolutions by the Company which is the sole member of Carp (O) Limited,
- (v) written shareholder resolutions by the Company which is the sole member of Carp (L) Limited,

- (w) written shareholder resolutions by the Company which is the sole member of Carp (UK) 3A Limited,
- (x) written shareholder resolutions by the Company which is a member of Carp (S) Limited, and
- (y) the corporate certificate to be given by the Company in respect of the implementation of the Proposals together with the relevant documents annexed thereto,

are in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole and is hereby approved and the Company be and is hereby authorised to enter into and perform its obligations under the Documents to which it is or is expressed to be a party and the transactions contemplated by those Documents (and the prior entry into those Documents and/or transactions, as the case may be, is hereby ratified) and the Company may sign any certificate, notice or other communication or sign or seal any other documents which the Company may at any time enter into or be required to enter into pursuant to or in connection with any Document or the transactions contemplated by those Documents, the Proposals or any related document and do such other acts or things as may be considered by the directors of the Company to be necessary or desirable for the purposes of carrying into effect the terms of the Documents to which it is or is expressed to be a party, any transaction contemplated by the Documents, the Proposals or any related document

- 3 **THAT** the directors and the secretary of the Company have authority to approve the terms of the Documents to which it is or is expressed to be a party, the transactions contemplated by the Documents, the Proposals and any related document
- 4 **THAT** the entry by the Company into the Amendment Agreement as a guarantor is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole
- 5 These written resolutions are passed as special resolutions of the Company

For Carp (UK) 2 Limited as member

Acting by MARTIN DALBY

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Director

Date 30/3/2010

For Sun CP Newmidco Limited as member

Acting by PAUL INGUETT

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Director

Date 30/3/2010