

LIBERTY BELL PRODUCTIONS LTD (Company number: 4454622)

WRITTEN RESOLUTION OF THE COMPANY

PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006

In connection with the transactions referred to in the minutes of the meeting of the Directors of the Company of today's date (the **Minutes**), we refer to the following document (defined terms in the Minutes having the same meanings when used in this written resolution)

- (i) a facility agreement dated on or around the date of this resolution which contains a guarantee and indemnity to be given by the Company and made between (1) Tiverton 2 Limited as Parent (2) the parties listed therein as Original Borrowers including the Company (3) the parties listed therein as Original Guarantors including the Company (4) the Royal Bank of Scotland plc ("**RBS**") as Arranger (5) RBS as Original Lender (6) RBS as Agent and (7) RBS as Security Agent, and
- (ii) a debenture dated on or around the date of this resolution creating fixed and floating charges over all of the property, assets and undertakings of the Company from time to time, to be made between (1) the parties listed therein as Chargors including the Company and (2) RBS

The documents listed above are referred to in these resolutions (the **Resolutions**) as the **Documents**

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolutions be passed by the Company as special resolutions

SPECIAL RESOLUTIONS

- 1 **THAT** Articles 8 and 9 of the Articles of Association of the Company be deleted and the following substituted therefore

"Notwithstanding anything contained in these Articles

- a *no restriction on the transfer of any share (or any class of share) issued by the Company shall apply, and*
- b *the Directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof,*

in each case where such transfer

- i *is to any bank or institution to which such shares have been charged by way of security or to any nominee of such a bank or institution (a "**Secured Institution**"), or*
- ii *is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over such shares, or*
- iii *is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security*

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- c *No restrictions or special rights (including but not limited to rights attaching to Founders' shares, drag-along or tag-along provisions) contained in these Articles shall apply to any share transferred to or by a Secured Institution*
- d *Furthermore, notwithstanding anything to the contrary contained in these Articles*
- e *no transferor or proposed transferor of any shares (or any class of them) in the Company to a Secured Institution and no Secured Institution shall as transferor or proposed transferor be required to offer to the shareholders for the time being of the Company or any of them the shares which are or are to be transferred, and*
- f *no shareholder for the time being of the Company shall have any right under the Articles or otherwise howsoever to require shares (or any class of them) which are the subject of a transfer or proposed transfer referred to in (d) above to be transferred to them whether for consideration or not "*

2 **THAT** the execution and delivery by the Company of the Documents and the performance by the Company of its obligations under the Documents be and is hereby approved as being for the commercial benefit and advantage of and in the best interests of the Company

3 **THAT** the Company's execution, delivery and performance of the Documents and performance of the transactions contemplated by it, and the approval, execution and delivery for and on behalf of the Company and any other agreement or document executed by the Company under hand or as a deed which it considered necessary or desirable in connection with the Documents is hereby authorised

AGREEMENT

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

Members of the Company who are eligible members because they are entitled to vote on the Resolutions on the Circulation Date (that is the first date on which copies of the Resolutions are first sent to members, being 28 March 2013) should sign and date below to signify their agreement to the Resolutions and return the signed document by hand or by post to 4A Exmoor Street London W10 6BD

The Resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the Circulation Date otherwise it will lapse The agreement of a member to the Resolutions is ineffective if signed after this date

The undersigned, being the sole member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed



Director/Secretary

for and on behalf of Avalon Factual Holdings Limited

Date 28 March 2013

NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating the document where indicated above and returning it to the Company. If you do not agree to the Resolutions, you do not have to do anything. You will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, by the end of the period of 28 days beginning with the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
- 4 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.

WE CERTIFY the within to be a true copy of the original

Nelson CP
Dated 15 April 2013
File A2151
Ref: 3

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Theobald's Road
London
WC1X 8RW