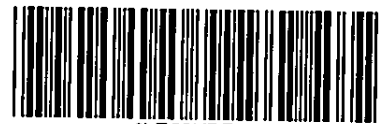


**Luminar Dancing Finance**  
**(Company Number 4836870)**  
**(the "Company")**

THURSDAY



LD7

"LE63XPZT"

16/12/2010

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COMPANIES HOUSE

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**WRITTEN RESOLUTIONS OF THE COMPANY PROPOSED BY THE BOARD OF  
DIRECTORS OF THE COMPANY IN ACCORDANCE WITH CHAPTER 2 OF PART 13 OF  
THE COMPANIES ACT 2006**

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**Ordinary resolutions**

**IT IS RESOLVED THAT**

- (A) an amendment and restatement agreement (the "**Amendment and Restatement Agreement**") to be entered into by, amongst others, (i) the Company as a Guarantor (as defined therein), (ii) Luminar Finance Limited as the Borrower (as defined therein), and (iii) the Lenders (as defined therein), whereunder the parties would agree to amend and restate a facility agreement entered into by Strobe 2 (the former holding company of the Luminar group and previously known as Luminar plc) and dated 15 August 2007, in the form of the facility agreement appended to the Amendment and Restatement Agreement (the "**Amended and Restated Facilities Agreement**"), be and is hereby approved,
- (B) a further amendment and restatement agreement, amending and restating the intercreditor deed dated 15 August 2007 (as amended from time to time) and which is to be entered into by, amongst others, (i) the Company, (ii) the Borrower, (iii) the other Guarantors, (iv) Lloyds TSB Bank plc ("**Lloyds**") as Security Trustee (as defined therein) and senior agent, (v) the Lenders and (vi) the Ancillary Lenders (as defined therein) (the "**Amended and Restated Intercreditor Deed**"), be and is hereby approved,
- (C) a debenture to be made between, amongst others, the Company and Lloyds as Security Trustee (the "**Debenture**"), be and is hereby approved,  
  
(the Amendment and Restatement Agreement, the Amended and Restated Facilities Agreement, the Amended and Restated Intercreditor Deed and the Debenture together being, the "**Documents**"),.
- (D) the performance by the Company of its obligations under each of the Documents, be and is hereby approved, subject to such amendments thereto as any Authorised Signatory (as defined below) may in his absolute discretion think fit (such approval to be conclusively evidenced by the execution thereof by an Authorised Signatory (as defined below)),

- (E) the execution and delivery by the Company of each of the Documents, the terms of the Documents and the transactions contemplated thereby (including the guarantee contained therein), be and are hereby approved,
- (F) any one or more directors of the Company, or the secretary of the Company, (each of them an **"Authorised Signatory"**) be and is hereby authorised to execute and deliver each of the Documents, (and in respect of any Document to be executed under hand as a "deed" of the Company, either (i) any two Authorised Signatories or (ii) any director in the presence of a witness who attests their signature, be and are hereby authorised to execute the same on the Company's behalf) and, in respect of any Document to be executed under seal, the Company seal be affixed to such Document and such affixation be duly attested in the presence of any two Authorised Signatories,
- (G) any one or more Authorised Signatory be and is hereby authorised to do all acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company (including, without limitation, any Utilisation Request, Accession Letter and Compliance Certificate (each as defined in the Amended and Restated Facilities Agreement), as the case may be) in connection with each of the Documents or the transactions contemplated thereby, and to substitute a new Authorised Signatory and/or appoint additional Authorised Signatories, and to agree such amendments, variations or modifications to any and all of the Documents as such Authorised Signatory may in his absolute discretion think fit,
- (H) the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is given, and
- (I) these resolutions should have effect notwithstanding any provision of the Company's articles of association

#### **Special resolution**

With immediate effect, the articles of association of the Company (the **"Articles"**) be amended by

- (J) the insertion of the following new Article 3.5  
*"Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of any bank or institution to whom such shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution), nor may the directors suspend registration of any member which is a bank or institution (or nominee thereof) to whom such shares have been charged or mortgaged, nor shall any lien apply to such charges or shares. A certificate by any official of such bank or institution that the relevant shares are charged or mortgaged shall be conclusive evidence of that fact",*
- (K) the exclusion of regulation 6 of Table A (as defined in the Articles) by amending the second sentence of Article 1 to read

*"The following regulations in Table A (forming part of these Articles by virtue of Table E) shall not apply to the Company Regulations 3, 6, 8, 24, 32, 33, 34, 35, 38, 40, 50, 54, 64, 73 to 80 (inclusive), 88, 89, 93, 94 to 95, 99, 112, 115 and 118",*

- (L) the insertion of the following new Article 266

*Share Certificates must*

- (i) have affixed to them the company's common seal, or*
  - (ii) be otherwise executed in accordance with the Companies Acts (as defined in section 2 of the Companies Act 2006) (in so far as they apply to the Company))*
- (M) With immediate effect, the Articles shall be renumbered as required by the amendments set out in paragraphs (J) to (L) above

By the order of the board



Luminar Dancing Finance

Dated 6 December 2010

**INFORMATION REQUIRED TO COMPLY WITH SECTION 291(4) OF THE COMPANIES ACT  
2006**

- 1 Eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the written resolution Luminar Dancing Finance is a sole member company
- 2 The circulation date of the written resolution is 6 December 2010 (the "Circulation Date")
- 3 The procedure for signifying agreement by the sole eligible member to the written resolution is as follows
  - (a) The sole member signifies its agreement to the proposed written resolution when the company receives from the member (or someone acting on its behalf) an authenticated document –
    - (i) identifying the resolution to which it relates, and
    - (ii) indicating the sole member's agreement to the resolution
  - (b) The document must be sent to the company in hard copy form or in electronic form
  - (c) The sole member's agreement to a written resolution, once signified may not be revoked
  - (d) The written resolution is passed when the sole member has signified its agreement to it
- 4 The period for agreeing to the written resolution is the period of 28 days beginning with the Circulation Date (see section 297 of the Companies Act 2006)

**AGREEMENT BY SOLE MEMBER TO THE WRITTEN RESOLUTIONS**

We, being the sole member of the Company

- 1) confirm that we have received a copy of the above written resolutions in accordance with Section 291 of the Companies Act 2006, and
- 2) hereby resolve and agree that the above resolutions are passed as written resolutions pursuant to Section 288 of the Companies Act 2006 and that resolutions (A) to (I) inclusive shall take effect as ordinary resolutions and resolutions (J) to (M) shall take effect as special resolutions

Signed

A handwritten signature in black ink, consisting of a stylized 'L' followed by a horizontal line.

Duly authorised for and on behalf of Luminar Dancing Finance

Date 6 December 2010