

Company No. 5719062

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS

of

INFINIS OPERATIONS 2
(the "Company")

23 October 2008

(the "Circulation Date")

SATURDAY



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18/07/2009

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COMPANIES HOUSE

We, the undersigned, being persons who at the Circulation Date have the right to attend and vote at a general meeting of the Company, and together holding a majority of the votes which may be cast at a general meeting of the Company, irrevocably agree to the following resolutions of the Company, having effect as ordinary resolutions, in each case in accordance with Part 13 Chapter 2 of the Companies Act 2006 (the "Act"):

1. Directors' power to authorise conflicts of interest

THAT:

- 1.1 the Directors may, in accordance with sections 175(4)(b), (5) and (6) of the Act and otherwise on such terms as they may determine, authorise any matter which involves, or which could reasonably be expected to involve, a Director (the "**Conflicted Director**") in breaching his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict Matter**") and that where such authorisation is duly given in accordance with law, the Conflicted Director will not have infringed such duty in respect of the relevant Conflict Matter where he acts in accordance with such authorisation;
- 1.2 a Conflicted Director who seeks authorisation of a Conflict Matter must inform the Directors in writing of both the nature and extent of his interest in a Conflict Matter as soon as practicable after his becoming aware of the Conflict Matter and must provide sufficient details of the Conflict Matter to allow the Directors properly to evaluate the Conflict Matter, together with any additional information which the Directors may request; and
- 1.3 if the Directors resolve to give authority for a Conflict Matter:
 - (a) the Conflicted Director will not be obliged to disclose any information which he obtains (otherwise than through his position as a Director of

the Company) that is confidential to a third party where to do so would amount to a breach of that confidence; and

- (b) the Directors may revoke or vary the terms of such authority (including imposing additional terms) at any time in such manner as they consider reasonably necessary to protect the interests of the Company, but this will not affect the validity of anything done by the Conflicted Director prior to such revocation or variation in accordance with the terms of such authority nor constitute a breach of any duty by that Conflicted Director in respect thereof.

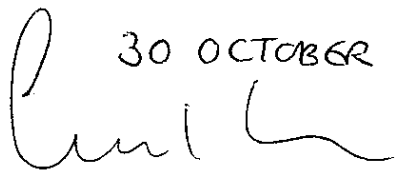
2 Authorisation of certain existing conflicts of interest

THAT:

- 2.1 to the extent that each of Damian Darragh, Quentin Stewart or Nils Steinmeyer (each a "Terra Firma Director") has the following roles outside his position as a Director of the Company: (i) being a director of those companies listed opposite his name in the annex hereto, (ii) being an employee of, or an adviser or consultant to or otherwise associated with, Terra Firma Capital Partners Limited ("TFCP") which is an adviser to the managers of certain private equity funds who are the ultimate shareholders in the Company and/or (iii) having an economic interest in any private equity funds managed by any entity which is directly or indirectly advised by TFCP, such roles, insofar as they constitute situations in which a Terra Firma Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (the "**Conflict Situation**"), be and are hereby authorised; and
- 2.2 where a Terra Firma Director obtains (through a Conflict Situation and otherwise than through his position as a director of the Company) information that is confidential to a third party, that Terra Firma Director will not be required to disclose that information to the Company or to use or apply that information in relation to the Company's affairs where to do so would amount to a breach of that confidence.

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

Date:

30 OCTOBER 2008


Infinis Guarantee Company Limited

NOTES

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Kirsten Randell at Terra Firma Capital Partners Limited acting on behalf of the Company Secretary.
- **Post:** returning the signed copy by post to Kirsten Randell at Terra Firma Capital Partners Limited, 2 More London Riverside, London SE1 2AP acting on behalf of the Company Secretary.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Kirsten.Randell@terrafirma.com, acting on behalf of the Company Secretary. Please enter "Written resolutions dated [●] 2008" in the e-mail subject box.

If you do not agree to the resolutions, you do not need 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, within 28 days of the date of first written above, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. 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.