

THE COMPANIES ACT 2006

WRITTEN RESOLUTIONS OF THE SOLE MEMBER OF

Darwin Bond Limited

Company No. 05841596

WRITTEN RESOLUTIONS

3 February 2012 (the 'Circulation Date')

Terms defined in the Facilities Agreement shall have the same meaning in these resolutions unless otherwise defined

We, the undersigned, being the sole eligible member of Darwin Bond Limited (Company No 05841596) (the "Company") (as defined in section 289 of the Companies Act 2006) at the Circulation Date, irrevocably agree to the following resolutions of the Company, having effect as special resolutions, in accordance with Chapter 2 Part 13 of the Companies Act 2006

SPECIAL RESOLUTIONS

THAT

- 1 The terms of, the transactions contemplated by and the entry into each of the Documents (defined below), each of which has been examined by the sole shareholder, would be for the commercial benefit and advantage of the Company and likely to promote the success of the Company, and are hereby approved
 - (a) the accession deed to
 - (i) the facilities agreement originally dated 14 January 2012 between, among others, GE Corporate Finance Bank SAS, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc, as the Arrangers, Windmill Bidco Limited, the Parent and GE Corporate Finance Bank SAS, London Branch as the Agent and the Security Agent (the "Facilities Agreement") to be entered into by the Company as an Additional Guarantor, and
 - (ii) the Intercreditor Agreement to be entered into by the Company as Acceding Debtor,
 - (b) the accession deed to the Group Debenture to be entered into by the Company as New Charging Company, and
 - (c) a formalities certificate of the Company certifying various matters set out in the Facilities Agreement,
- ((a) - (c) are together referred to as the ' Documents'')

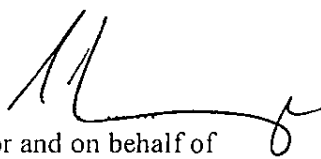


- 2 The terms of and the transactions contemplated by the Documents be and they are hereby approved
- 3 The Company execute, deliver and perform its obligations under the Documents to which it is a party
- 4 Any Director or Attorney of the Company be and he or she is hereby authorised to execute the Documents on behalf of the Company subject to such amendments and modifications as the Director or Attorney executing the same may in his/her absolute discretion agree and so that the Director or Attorney's signature of the relevant Document shall be conclusive evidence of the agreement to such amendments or modifications
- 5 Any Director or Attorney or the Secretary of the Company be and he or she is hereby authorised to sign and/or deliver all certificates, documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed/delivered by the Company under or in connection with the Documents
- 6 Any Director or Attorney be and he or she is hereby authorised to do all such acts and things and agree and execute all such documents as may be required in order to implement the transactions contemplated by the Documents in each case in such manner or form as the Director or Attorney may in his or her absolute discretion think fit
- 7 If any Document or related document agreed by a Director or Attorney needs to be executed as a deed, that it be executed under the common seal of the Company or executed as a deed in accordance with section 44 of the Companies Act 2006
- 8 Notwithstanding that the latest audited accounts showed that the Company had no net assets and that the Company's net liabilities stood at £537,000, the terms of, the transactions contemplated by and the entry into each of the Documents would benefit the Company and be in the interests of the creditors, the Base Case Model indicated that the Group will be able to service its debt (notwithstanding the Company's negative net assets as at the date of the latest audited accounts) and that obtaining the Facilities will be beneficial to the development of the Company's business going forward and no provision, recognition of loss or other entry needed to be made in the Company's accounts in respect of the Documents and relevant transactions and in particular that there would be no increase in the Company's net liabilities
- 9 Any of the foregoing that has been done on or before the date hereof be and is hereby adopted, ratified, confirmed and approved

AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the special resolutions above



for and on behalf of
Volution Group Limited

Date 3 February 2012

NOTES

- 1 You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning a copy to the Company.

If you do not agree to all of 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, before the end of the period of 90 days beginning with the Circulation Date, 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 on 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.