



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE SHAREHOLDERS OF

FOREST REFICO LIMITED

(the "Company")

In accordance with the Company's Articles of Association and the provisions of Section 381A of the Companies Act 1985 (the "Act"), Forest Refico Limited, being the sole member of the Company, who, at the date of this resolution, 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, **RESOLVES** to pass the following resolutions as written resolutions

- 1 **THAT** each of the following documents (each a "**Document**") to which the Company is expressed to be a party
 - 1 1 a £1,032,000,000 facility agreement (the "**Facility Agreement**") dated 8 December 2006 and entered into between, amongst others, the Company and Comet Refico Limited (as borrowers and original guarantors), CP Comet Bidco Limited and certain of its subsidiaries (as original guarantors), Forest Bidco Limited and certain of its subsidiaries (as original guarantors), Merrill Lynch International, Citigroup Global Markets Limited and The Royal Bank of Scotland plc (as joint arrangers), Capmark Services Ireland Limited (as tranche A agent, tranche B agent and tranche C agent) and Capita Trust Company Limited (as security trustee),
 - 1 2 a debenture to be granted by, amongst others, the Company, Comet Refico Limited, CP Comet Bidco Limited and certain of its subsidiaries and Forest Bidco Limited and certain of its subsidiaries (each a "**Chargor**") in favour of Capita Trust Company Limited as security trustee (the "**Security Trustee**") pursuant to which each Chargor will grant fixed and floating security over its assets in favour of the Security Trustee,
 - 1 3 an intercompany loan agreement to be entered into between, amongst others, the Company and Forest Bidco Limited and certain of its subsidiaries as borrowers and lenders to enable Forest Bidco Limited and certain of its subsidiaries, amongst others, to, amongst other things, loan surplus funds to the Company which will be used to service the Company's debt obligations under the Facility Agreement,
 - 1 4 an intercreditor agreement to be entered into between, amongst others, the Company, Comet Refico Limited, CP Comet Bidco Limited and certain of its subsidiaries, Forest Bidco Limited and certain of its subsidiaries, the Agent and the Security Trustee under which the Company agrees, inter alia, to regulate its position in relation to its rights and obligations as a creditor and a borrower,
 - 1 5 a syndication and securitisation co-operation letter dated 8 December 2006 and entered into between, amongst others, the Company, Comet Refico Limited, CP Comet Bidco Limited and certain of its subsidiaries, Forest Bidco Limited and certain of its subsidiaries, Merrill Lynch International, Citigroup Global Markets Limited and The Royal Bank of Scotland plc (as joint arrangers), Capmark Services Ireland

Limited (as tranche A agent, tranche B agent and tranche C agent) and Capita Trust Company Limited (as security trustee),

- 1 6 an ISDA Master Agreement and schedules to be entered into between the Company and Merrill Lynch International Bank Limited in relation to interest rate cap arrangements,
- 1 7 an agency fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Capmark Services Ireland Limited (as tranche A agent, tranche B agent and tranche C agent),
- 1 8 a security agency fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Capita Trust Company Limited (as security trustee),
- 1 9 an arrangement fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Merrill Lynch International, Citigroup Global Markets Limited and The Royal Bank of Scotland plc (as arrangers),
- 1 10 a commitment fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Capmark Services Ireland Limited (as tranche A agent, tranche B agent and tranche C agent),
- 1 11 a prepayment fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Capmark Services Ireland Limited (as tranche A agent, tranche B agent and tranche C agent),
- 1 12 margin letters dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers) and Capmark Services Ireland Limited (as tranche A agent, tranche B agent and tranche C agent),
- 1 13 a securitisation fee letter dated 8 December 2006 and entered into between, amongst others, Comet Refico Limited and the Company (as borrowers), Capmark Services Ireland Limited (as tranche A agent) and Merrill Lynch International, Citigroup Global Markets Limited and The Royal Bank of Scotland plc (as arrangers),
- 1 14 any other document from time to time creating, evidencing or entered into as security for, or supporting, any of the Secured Obligations (as defined in the Facility Agreement),
- 1 15 any document which amends, novates, supplements, restates or replaces any Document,
- 1 16 any document designated as a Finance Document by the Instructing Agent and the Borrowers now or at any time in the future (all such terms as defined in the Facility Agreement), and
- 1 17 all such certificates and notices and other such documents (including, for the avoidance of doubt, and without limitation, utilisation requests) as may be required in connection with any of the Documents and the transactions contemplated therein (including, in each case, such amendments, variations and consents as the person or persons authorised to sign or execute any such Document on behalf of the Company may approve, such approval to be conclusively evidenced by such person's signature thereon),

are in the best interests, and to the benefit, of the Company and are hereby approved and the Company be and is hereby authorised to enter into the Documents (and the prior entry into those Documents, as the case may be, is ratified) and the Company may 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 and do such other acts or things as may be considered by the Director to be necessary or desirable for the purposes of carrying into effect any transaction contemplated by the Documents

- 2 **THAT** with effect from the date hereof, the Company's Articles of Association be amended by inserting the following wording at the end of the existing clause 10

"Notwithstanding anything otherwise provided in these articles or in Table A (whether by way of or in relation to pre-emption rights, restrictions on or conditions applicable to share transfers or otherwise), the directors shall not decline to register any transfer of shares nor decline to recognise any instrument of transfer nor suspend the registration thereof where such transfer is in favour of

- (a) a chargee or mortgagee of any shares,
- (b) any nominee of a chargee or mortgagee of any shares,
- (c) a purchaser of any shares from a chargee or mortgagee (or its nominee) of any shares;
or
- (d) a purchaser of any shares from any receiver, administrative receiver or administrator appointed by a chargee or mortgagee of any shares "

- 3 These written resolutions are passed as special resolutions of the Company



For Forest Midea Limited

Date 13 December 2006