

**WRITTEN RESOLUTION
OF
LETLAND LIMITED
(Company Number: 6394549)**

FRIDAY



("Company")

Written resolutions of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 ("Act") proposed by the directors of the Company, proposed as special resolutions as detailed below

SPECIAL RESOLUTIONS

THAT:

- 1 Pursuant to section 4 of the Companies Act 1985, the memorandum of association of the Company be altered by the insertion of the following new paragraph (T) before the present paragraph "(T)" which will become a new paragraph "(U)"

"T To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration for so doing or advantage from so doing, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means whatever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any relative costs or expenses whether on any stocks, shares or securities or otherwise) by any company, including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company (each as defined by section 1159 of the Companies Act 2006) or of the Company's holding company (as so defined) or any company which is, for the time being, a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other company whatever For the purposes of this paragraph (T) , "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company "

- 2 Pursuant to section 9 of the Companies Act 1985, the articles of association of the Company shall be altered by the insertion of the following new article 15 after the present article 14

"15 Notwithstanding anything contained in these articles, the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company, nor may they suspend any registration thereof nor shall a holder of any shares be required to comply with any of the provisions of the articles which restrict the transfer of shares where in each such case such transfer is

- (i) executed by a bank or institution to which such shares have been mortgaged or charged by way of security, or by any nominee of such a bank or institution, pursuant to a power of sale of such security, or
- (ii) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security, or
- (iii) to any such bank or institution, or to any nominee of such a bank or institution, pursuant to any such security,

and a certificate by any officer of such bank or institution that the shares were so charged and the transfer was executed shall be conclusive evidence of such facts "

- 3 The execution, delivery and performance by the Company of the following documents (as the same may be amended, varied, supplemented or substituted from time to time) be and is approved and the sole Director and the Company Secretary be authorised to execute and deliver the same on behalf of the Company,
- 3 1 a legal charge between the Company and Bank of Scotland Plc ("**BoS**") as Security Agent (as defined therein) under which the Company covenants in favour of the Security Agent (as defined therein) to pay and discharge the Secured Obligations (as defined therein) from time to time when they fall due and grants in favour of the Security Agent (as defined therein) a legal charge over the property known as Elliott House, 1-5 Molyneux Street, London W1H,
- 3 2 accession deed between the Facility Agent (1) and Pureskill Limited ("**Parent**") and the Company (2) to a senior facilities agreement dated 14th December 2006 between, inter alia, BoS as Mandated Lead Arranger (1) BoS as Facility Agent (2) BoS as Security Agent (3) the Original Lenders (as such term is defined therein) (4) and the Parent (5) (as amended from time to time),
- 3 3 accession deed between the Facility Agent (1) the Parent and the Company (2) to a mezzanine credit agreement dated 14 December 2006 between, inter alia, BoS as Mandated Lead Arranger (1) BoS as Facility Agent (2) BoS as Security Agent (3) the Original Lenders (as such term is defined therein) (4) and the Parent (5) (as amended from time to time),
- 3 4 accession deed between the Parent and the Company (1) and the Security Agent (2) to a composite cross guarantee dated 14 December 2006 between the Parent and the Security Agent,
- 3 5 accession deed between the Parent and the Company (1) and the Security Agent (2) to a debenture dated 14 December 2006 between the Parent and the Security Agent,
- 3 6 accession deed between the Parent and the Company (1) and the Security Agent (2) to a deed of priority dated 14 December 2006 between the Parent and the Security Agent,
- 3 7 accession deed between the Parent and the Company to a B loan note instrument dated 14 December 2006 and constituted by the Parent,
- 3 8 accession deed between the Parent and the Company to a C loan note instrument dated 14 December 2006 and constituted by the Parent,

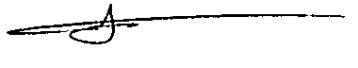
- 3 9 accession deed between the Parent (1) and the Parent and the Company (2) to a first intra-group loan agreement dated 14 December 2006 between the Companies listed in Schedule 1 (1) and the Companies listed in Schedule 2 (2),
- 3 10 accession deed between the Parent (1) and the Parent and the Company (2) to a second intra-group loan agreement dated 13 September 2007 between the Companies listed in Schedule 1 (1) and the Companies listed in Schedule 2 (2), and
- 3 11 accession deed between the Parent (1) and the Parent and the Company (2) to a third intra-group loan agreement dated 10 October 2007 and made between the Companies listed in Schedule 1 (1) and the Companies listed in Schedule 2 (2)

Circulation date: 30 March 2008

Registered office: 19-20 Bourne Court, Southend Road, Woodford Green, Essex IG8 8HD

Agreement to written resolutions

I, the undersigned, being persons entitled to vote on the above resolutions, irrevocably agree to such resolutions

Name of member	PURESKILL LIMITED <i>Block capitals please</i>	
Signed	X 	Dated 30/3/2008

Copy Auditors

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