

BETTERMIX LIMITED
(the "Company")

WEDNESDAY



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23/04/2008

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COMPANIES HOUSE

WRITTEN RESOLUTIONS

(Pursuant to section 381(A),
Companies Act 1985) (the "Act")

Passed 17th APRIL 2008

I Bruce Weir Ritchie, being the sole member of the Company who at the date of these resolutions is entitled to attend and vote at general meetings of the Company and in accordance with chapter 2 part 13 of the Companies Act 2006, hereby approve the following resolutions as if they had been passed at a general meeting of the Company duly convened and held and resolve as follows

"That:

- 1 Pursuant to section 9 of the Companies Act 1985, the articles of association of the Company be altered by the insertion of the following new articles 15 and 16 after the present article 14

"15 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 736 of the Companies Act 1985) 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 clause 15, "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

16 "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 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 "

2 By 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,

2 1 a legal charge ("Legal Charge") between Bank of Scotland plc (formerly The Company and the Governor of the Bank of Scotland) 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 freehold property known as 2 Rosslyn Hill Hampstead London NW3 1PH (title number LN46607),

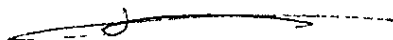
2 2 Accession deed between the Agent (1) and Acquire London Limited and the Company (2) to a senior facilities agreement dated 14th December 2006 (£91,464,00 Fund 2) between, inter alia, the Mandated Lead Arranger (1), BoS as Facility Agent (2) BoS as Security Agent (3) the Original Lender (as such term is defined therein) (4) and the Parent (5) (as amended from time to time)

2 3 Accession deed between the Agent (1) and the Parent and the Company (2) to a loan note instrument dated 14th December 2006 constituted by the Parent,

2 4 Accession deed between the Security Agent (1) and the Parent and the Company (2) to a Composite Cross Guarantee dated 14th December 2006 between the Parent and the Agent,

2 5 Accession deed between the Agent (1) and the Parent and the Company (2) to a debenture dated 14th December 2006 between the Parent and the Security Agent,

- 2 6 Accession deed between the Agent (1) and the Parent and the Company (2) to a priority deed dated 14 December 2006,
- 2 7 Accession deed between the Parent (1) and the Parent and the Company (2) to a intra-group loan agreement dated 26th February 2007,
- 2 8 Land Registry Form, TR1 between Medebourne Holdings Limited (1) and the Company (2),
- 2 9 Inland Revenue Forms SDLT 1 and 4,
- (documents 2 1 to 2.7 (inclusive) together the "Finance Documents" and documents 2 7 to 2 9 (inclusive) together the "Property Documents"
- 3 **THAT** the Company entering into and/or granting the Finance Documents and the Property Documents be and are hereby approved



Bruce Weir Ritchie
as a director of Acquire London Limited

BETTERMIX LIMITED ("Company")

WRITTEN RESOLUTIONS: CIRCULATED ON 17th APRIL 2008

Note: This document is important and requires your immediate attention.
Please read the explanatory statement to members before signifying your agreement to the resolutions in this document

EXPLANATORY STATEMENT TO MEMBERS

Nature of written resolutions

This document contains proposed written resolutions of Bettermix Limited for approval by you as a member of the Company. Resolutions are proposed as special resolutions and each requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on the resolutions to vote in favour of them to be passed.

The following documents relating to the resolutions are supplied with these resolutions

- 1 an engrossment of a deed of accession pursuant to which the Company accedes to a senior facilities agreement,
- 2 an engrossment of a deed of accession pursuant to which the Company accedes to a propriety deed,
- 3 an engrossment of a deed of accession pursuant to which the Company accedes to a debenture,
- 4 a legal charge,
- 5 an engrossment of a deed of accession pursuant to which the Company accedes to a loan note instrument,
- 6 an engrossment of a deed of accession pursuant to which the Company accedes to a composite cross guarantee,
- 7 an engrossment of a deed of accession pursuant to which the Company accedes to an intra-group loan agreement,
- 8 an engrossment of a land registry form TR1, and
- 9 an engrossment of Inland Revenue Forms SDLT 1 and 4a

Period to approve written resolutions

If the Company has not received the necessary level of members' agreement to pass the resolutions within 28 days from the date the resolutions were first circulated to members, the resolutions will lapse.

Action required if you wish to approve the resolutions:

Please signify your agreement to the resolutions by completing your details and signing and dating the document in the boxes provided and returning it to the Company by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the Company Secretary".

Once you have signified your agreement to the resolutions, you cannot revoke it. Please ensure that your agreement reaches us within 28 days from the date when the resolutions were first circulated to the members. Please note that you can only agree to all of the resolutions and not some only. Any document or reply which purports to approve some only of the resolutions will be treated as a vote against all of the resolutions. If you are signifying agreement to the resolutions 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 to the Company at the same time as you signify your agreement to the resolutions.

Action required if you do not wish to agree to the resolutions:

You do not have to do anything. Failure to respond will not be treated as agreement to the resolutions.


We hereby certify this to be a true copy of the original.
Finers Stephens Innocent Solicitors LLP