

Company No: 09347642

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

of

HOWDEN CONSTRUCTION RISKS LIMITED
(the "Company")

THURSDAY



WE, the undersigned, being the sole member of the Company who (at the circulation date of these resolutions) have the right to vote on the resolutions, hereby irrevocably agrees pursuant to Chapter 2 of Part 13 of the Companies Act 2006 to the passing of the following resolutions by way of written resolution

Unless otherwise defined herein, capitalised words shall have the meaning given to them in the Credit Agreement (as defined below)

1 WHEREAS

In connection with the proposed refinancing (the "**Refinancing**") of the existing indebtedness of Hyperion Insurance Group Limited ("**Holdco**") and its subsidiaries (the "**Group**") following the acquisition by Holdco of R K Harrison Holdings Limited and its subsidiaries (the "**Pointer Acquisition**"), Holdco would enter into a New York law governed credit agreement between, among others, Morgan Stanley Senior Funding, Inc, HSBC Securities (USA) Inc, RBC Capital Markets and Lloyds Securities Inc (as the Arrangers), Hyperion Refinance S à r l ("**Lux Newco**") and Holdco (the "**Credit Agreement**") It was noted that pursuant to the Credit Agreement, the Company would accede to certain security and guaranty agreements (the "**Accession**") and in order to do so the Company proposed to enter into the following documents

- (a) an accession deed to be entered into between, among others, the Company and Morgan Stanley Senior Funding, Inc as collateral agent (the "**Debenture Accession Deed**") pursuant to a debenture to be entered into pursuant to the Credit Agreement between, among others, Holdco and Morgan Stanley Senior Funding, Inc as collateral agent (the "**Debenture**"),
- (b) a joinder to be entered into between, among others, the Company and Morgan Stanley Senior Funding, Inc as collateral agent (the "**Guaranty Joinder**") pursuant to a New York law governed guaranty agreement to be entered into pursuant to the Credit Agreement between, among others, Holdco and Morgan Stanley Senior Funding, Inc as collateral agent (the "**Guaranty**"),
- (c) if applicable, a shareholder resolution of each Subsidiary of the Company which is to provide security and guarantees pursuant to the Refinancing approving the Refinancing, the Accession and any documents or any transactions contemplated thereby, and
- (d) all other agreements, documents, notices, certificates, deeds and letters in connection with the Refinancing and the Accession, any of the above documents or any transactions contemplated thereby,

(together, the "**Documents**")

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2 ORDINARY RESOLUTIONS

- 2.1 THAT pursuant to the Refinancing, the Accession and the Pointer Acquisition, the Company enters into the Documents
- 2.2 THAT pursuant to the Refinancing, the Accession and the Pointer Acquisition, the Company enter into any and all other documents, letters, notices, certificates or agreements which in the discretion of the Company are or may be necessary or expedient in connection with the Refinancing, the Accession and the Pointer Acquisition and the Documents (the "Ancillary Documents")
- 2.3 THAT having considered the terms of the Documents, it was concluded that the entry into the Documents by the Company is in the best interests of the Company's business and the entry into by the Company of the proposed transactions substantially set out in the Documents is to the commercial benefit and advantage of the Company
- 2.4 THAT the Directors take any action in connection with the negotiation, execution, delivery and performance of the Documents and the Ancillary Documents

3 SPECIAL RESOLUTIONS

THAT the article of association of the Company be amended to insert the following new articles to be numbered Article 26(5)(A) and 12(A) and the numbering of subsequent provisions be amended as applicable

"26(5)(A) Notwithstanding the provisions of Article 26(5) above or any other provision of these Articles

- (a) 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 suspend registration of any such shares, and
- (b) any holder of shares in the Company is not required to comply with any provisions of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be


- (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 bank or institution) pursuant to a power of sale under such security,
- (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 its nominee) pursuant to any such security

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

"12(A) Notwithstanding the provisions of Article 12 above, any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution "

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

The undersigned, each a person entitled to vote on the above resolutions on the date hereof hereby irrevocably agrees to the ordinary resolutions set out above



For and on behalf of
Howden Broking Group Limited

DATED 27 April 2015

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 the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
 - (a) by email to patrick.brendon@weil.com (please state "Hyperion Group - Written Resolutions" as the subject), and
 - (b) in hard copy to Patrick Brendon, Weil, Gotshal & Manges, 110 Fetter Lane, London EC4A 1AY
- 2 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.
- 3 If within 28 days following the circulation date, sufficient agreement has not been received in order to pass the resolutions, the resolutions will lapse. If you agree to the resolutions, please ensure that your agreement reaches the Company on or before this date.
- 4 Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
- 5 In the case of joint holders, the vote of the first-named in the register of members of the Company, whether in person or by proxy, will be accepted to the exclusion of that of the other joint holders.
- 6 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.

