

Company Number: 00388466

Private Company Limited by Shares

Written Resolution

of

Shawbrook Bank Limited (the "Company")

Proposed by the board of directors of the Company (the "Board") in accordance with Section 291 of the Companies Act 2006 (the "Act")

ORDINARY RESOLUTION

- 1 THAT the Board be and is hereby generally and unconditionally authorised to issue Ordinary Shares of nominal value £1 each in the capital of the Company up to a maximum aggregate number of 5,000,000 Ordinary Shares provided that such authority shall expire at the close of business on the date falling 28 days after the date of this resolution

By order of the Board



Director
For and on behalf of Shawbrook Bank Limited

Dated 15 October 2012

Information required to comply with Section 291(4) of the Act

1. Eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the above written resolution
2. The circulation date of the above written resolution is 15 October 2012 (the "Circulation Date")
3. The procedure for signifying agreement by an eligible member to a written resolution is as follows
 - (A) A member signifies his agreement to a proposed written resolution when the Company receives from him (or someone acting on his behalf) an authenticated document:
 - (i) identifying the proposed written resolution to which it relates, and
 - (ii) indicating his agreement to the proposed written resolution
 - (B) The document must be sent to the Company in hard copy form or in electronic form.
 - (C) A member's agreement to a written resolution, once signified, may not be revoked.
 - (D) A written resolution is passed when the required majority of eligible members have signified their agreement to it
4. The period for agreeing to the written resolution is the period of 28 days beginning with the Circulation Date (see Section 297 of the Act)

Agreement by the sole eligible member to the written resolution

Laidlaw Acquisitions Limited, being the sole eligible member of the Company

- 1 confirms that it has received a copy of the above proposed written resolution in accordance with section 291 of the Act, and
2. hereby resolves and agrees that the above resolution is passed as a written resolution pursuant to Section 288 of the Act and that such resolution shall take effect as an ordinary resolution



Director
For and on behalf of Laidlaw Acquisitions Limited

Dated. 15 October 2012

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COMPANIES HOUSE

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is dated 15 July 2011, and is made between

- (1) LAIDLAW ACQUISITIONS LIMITED, a company incorporated and registered in England and Wales with number 07240248, whose registered office is at 135 Bishopsgate, London EC2M 3UR ("LAL"), and
- (2) WHITEAWAY LAIDLAW BANK LIMITED, a company incorporated and registered in England and Wales with number 00388466 whose registered office is at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex CM13 3BE ("WLB")

WHEREAS:

- (A) WLB is a private company limited by shares, brief particulars of which are set out in Schedule 1
- (B) Pursuant to, and in accordance with the terms of, the SPA the entire issued share capital of Holdco is to be acquired by WLB (the "Acquisition") In connection with the Acquisition, LAL wishes to subscribe for additional ordinary shares in the capital of WLB on, and subject to, the terms of this agreement

1. INTERPRETATION

- 1.1 In this agreement the following words and expressions shall have the following meanings unless otherwise defined or the context requires otherwise

"Completion"	shall have the meaning given to it in the SPA;
"Completion Date"	shall have the meaning given to it in the SPA,
"Holdco"	means Apple Holdco Limited, a company incorporated and registered in England and Wales with number 07180370 whose registered office is at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex CM13 3BE,
"Luxco"	means Apple Acquisitions Sarl, a <i>société à responsabilité limitée</i> incorporated under the laws of the Grand-Duchy of Luxembourg whose registered office is at 46A, avenue John F Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg,
"SPA"	means the share purchase agreement of even date herewith and made between, <i>inter alios</i> , WLB and Luxco in respect of, <i>inter alia</i> , the acquisition by WLB of the entire issued share capital in Holdco,
"WLB Board"	means the board of directors of WLB as constituted from time to time,
"WLB Ordinary Shares"	means the ordinary shares of £1 each in the capital of WLB which have the rights set out in the articles of association of WLB, and
"WLB Subscription Shares"	means the 17,844,000 new WLB Ordinary Shares to be subscribed for by LAL pursuant to Clause 2.1

- 1.2 Clause, Schedule and paragraph headings and any information contained in the recitals to this agreement shall not form part of this agreement and shall be ignored in construing the same

- 1.3 A person includes a natural person, corporate or unincorporated body and that person's legal and personal representatives (including any attorney), successors and permitted assigns References

to a company shall include any company, corporation or other body corporate, wherever and however such body is incorporated or established

1 4 The Schedules forms part of this agreement and shall have effect as if set out in full in the body of this agreement Unless otherwise specified, references to Clauses and the Schedules are to the Clauses and the Schedules of this agreement

1 5 Words in the singular shall include the plural and vice versa

2. SUBSCRIPTION

2 1 Subject to WLB obtaining the necessary approvals as detailed in Clause 2 3, LAL hereby applies for the issue and allotment to it of the WLB Subscription Shares as out against its name below, at a subscription price of £1 per WLB Subscription Share, payment for which shall be made in accordance with Clause 2 4

<u>Subscriber</u>	<u>Shares</u>	<u>Total subscription monies</u>
Laidlaw Acquisitions Limited	17,844,000	£17,844,000

2 2 Completion of the subscription for the WLB Subscription Shares shall take place at Completion

2 3 On or before the Completion Date, WLB shall convene a meeting of the WLB Board at which the directors of WLB shall consider and, if thought fit approve, conditional upon the payment by LAL of the subscription monies pursuant to Clause 2.4, below

(A) the issue and allotment of the WLB Subscription Snares on the Completion Date, to be credited as fully paid, to LAL, and the entering of LAL in WLB's register of members in respect of the WLB Subscription Shares, and

(B) the filing of all appropriate resolutions and forms in connection with the issue and allotment of the WLB Subscription Shares with the Registrar of Companies within the time limits prescribed for filing each of them

2 4 As consideration for the issue and allotment by WLB of the WLB Subscription Shares, LAL shall enter into an undertaking to pay cash to WLB at a future date (such date to be within one year of the Completion Date) substantially in the form specified in Schedule 2 (the "LAL Undertaking")

2 5 WLB hereby acknowledges and agrees that, when executed, the LAL Undertaking shall, in accordance with section 583(3) of the Companies Act 2006 (the "Act"), constitute a good discharge by LAL of its obligations in respect of the issue and allotment by WLB of the WLB Subscription Shares, and that the WLB Subscription Shares shall be deemed issued for cash and fully paid-up for the purposes of section 583(2) of the Act

2 6 As soon as practicable following Completion, and in any case by no later than 31 August 2011, WLB shall execute and deliver to LAL a share certificate in respect of the WLB Subscription Shares

3. WARRANTIES

3 1 Each party to this agreement warrants to every other party that it has the power and authority to enter into and perform its obligations under this agreement, that when executed, its obligations under this agreement will be binding on it, and that the execution of, and performance by it of its obligations under this agreement, will not result in any breach of applicable law

3 2 WLB warrants to LAL that on the Completion Date WLB shall be entitled to allot the WLB Subscription Shares to LAL on the terms of this agreement without the consent of any other person

4. ENTIRE AGREEMENT

4 1 Subject to Clause 4 2, this agreement and any document referred to herein constitutes the entire agreement between the parties relating to the subject matter of this agreement, and supersedes any previous arrangement, understanding or agreement between them relating to the subject

matter of this agreement. Each party acknowledges that in entering into this agreement it is not relying on any pre-contractual statement which is not set out in this agreement. For the purposes of this Clause 4.1, 'pre-contractual statement' means any draft, agreement, warranty, representation, promise, understanding or arrangement of any nature whatsoever, whether in writing or not, relating in any way to the subject matter of this agreement made or given by any person at any time prior to this agreement.

4.2 Nothing in this agreement shall operate so as to exclude or limit in any way any party's liability for fraud or fraudulent misrepresentation.

5. FURTHER ASSURANCE

5.1 Without prejudice to Clause 2 each party shall promptly execute and deliver all such documents, and do all such things, as the other party may from time to time reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

6. COUNTERPARTS

6.1 This agreement may be executed in any number of counterparts, each of which when so executed shall be an original, but such counterparts together shall constitute one and the same instrument.

7. GOVERNING LAW AND JURISDICTION

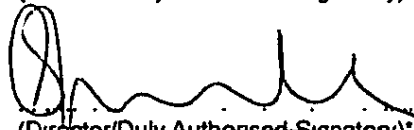
7.1 This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law. The parties hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

IN WITNESS whereof the parties hereto have entered into this agreement on the day and year first above written

For and on behalf of
LIDLAW ACQUISITIONS LIMITED


(Director/~~Duly Authorised Signatory~~)*

For and on behalf of
WHITEAWAY LAIDLAW BANK LIMITED


(Director/~~Duly Authorised Signatory~~)*

* Delete as appropriate

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Schedule 1
Particulars of WLB (as at 14 July 2011)

Company Name	Whiteaway Laidlaw Bank Limited
Registered number	00388466
Status	Private Limited Company
Registered office	Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex CM13 3BE

**Schedule 2
Form of Undertaking to Pay**

LIDLAW ACQUISITIONS LIMITED
(registered in England and Wales with number 07240248 and having
its registered office at 135 Bishopsgate, London EC2M 3UR)

For the attention of The Directors
Whiteaway Laidlaw Bank Limited
Lutea House, The Drive
Warley Hill Business Park
Great Warley, Brentwood
Essex CM13 3BE

Dated 15 July 2011

Dear Sirs,

Whiteaway Laidlaw Bank Limited (the "Company")

We hereby apply for the allotment to us of 17,844,000 ordinary shares of £1 each in the capital of the Company (the "WLB Subscription Shares") for cash at par subject to the Company's articles of association

As consideration for the allotment and issue of the WLB Subscription Shares to us at par, we undertake to pay the Company the sum of £17,844,000 on 14 July 2012 or, if sooner, at once on written demand or demands by the Company

The amount from time to time outstanding under this undertaking shall reduce by such amount as is paid up pursuant to this undertaking

Conditionally upon allotment to us of the WLB Subscription Shares, we request and authorise you to enter our name in the Company's register of members as holder of the WLB Subscription Shares allotted to us and to send to us a share certificate pursuant to this application

Yours faithfully,

For and on behalf of
Laidlaw Acquisition Limited

LIDLAW ACQUISITIONS LIMITED
(registered in England and Wales with number 07240248 and having
its registered office at 135 Bishopsgate, London EC2M 3UR)

For the attention of The Directors
Whiteaway Laidlaw Bank Limited
Lutea House, The Drive
Warley Hill Business Park
Great Warley, Brentwood
Essex CM13 3BE

Dated 15 July 2011

Dear Sirs,

Whiteaway Laidlaw Bank Limited (the "Company")

We hereby apply for the allotment to us of [**17,844,000**] ordinary shares of £1 each in the capital of the Company (the "WLB Subscription Shares") for cash at par subject to the Company's articles of association

As consideration for the allotment and issue of the WLB Subscription Shares to us at par, we undertake to pay the Company the sum of £ [**17,844,000**] on 14 July 2012 or, if sooner, at once on written demand or demands by the Company

The amount from time to time outstanding under this undertaking shall reduce by such amount as is paid up pursuant to this undertaking

Conditionally upon allotment to us of the WLB Subscription Shares, we request and authorise you to enter our name in the Company's register of members as holder of the WLB Subscription Shares allotted to us and to send to us a share certificate pursuant to this application

Yours faithfully,



For and on behalf of
Laidlaw Acquisition Limited