

Company No. 2329953

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

THE LINCOLN CENTRE MANAGEMENT COMPANY LIMITED

(Passed on the 24<sup>th</sup> day of May 1994)

We, the undersigned, being all the Members of the Company entitled to attend and vote at General Meetings of the Company hereby pass the following Special Resolution pursuant to the procedure set out in Sections 381A and 381B of the Companies Act 1985.

Special Resolution

"That Articles 12, 13 and 14 of the Company's Articles of Association be replaced by the following Articles and that the current Article 14 becomes Article 15 and the numbering of the Articles thereafter be amended accordingly

12. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain a holder of the share or shares in the Company until the name of the transferee is entered in the Register of Members in respect thereof.
13. (a) Upon a change of ownership of the leasehold interest in a unit the holder of the share in the Company relating to that unit shall transfer such share to the person or persons becoming or about to become upon such change the lessee of such unit and if there shall be more than one person then such share shall be transferred to them jointly.  
  
(b) The holder of a share in the Company may not transfer such share to any person other than to a person becoming or about to become



\*AST9J1PA\*

A25 RECEIPT DATE: 31/05/94

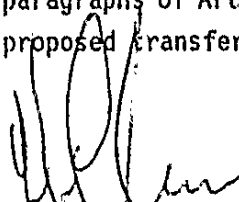
upon change in ownership of a lease of the unit to which such share relates the lessee thereof.

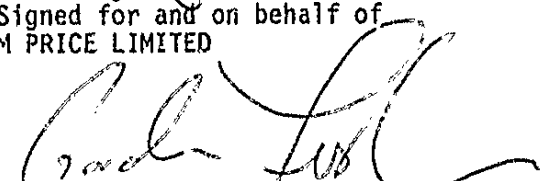
- (c) In the event that a lease expires is surrendered or is in any other way terminated so that possession of the unit reverts back to the Company or the person for the time being in whom the freehold of the Property is vested then and in such case the person who was the lessee of the unit immediately before such termination of the lease of the unit shall be obliged to transfer to the Company or the freeholder at the case may be the share in the Company relating to such unit and such person will become entitled to have transferred to him such share.
- (d) The price to be paid upon a transfer referred to in paragraph (a) or (c) above shall be such price as agreed between the transferor and transferee of the share concerned.
- (e) If the holder of a share or shares in the Company refuses or neglects to transfer such share or shares in accordance with this Article the Chairman for the time being of the Board of Directors of the Company or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute complete and deliver a transfer of such share or shares to the person to whom such share or shares should be transferred hereunder and the Company may receive and give a good discharge for the purchase monies and enter the name of the transferee in the Register of Members as the holder by transfer of such share or shares. The Company shall forthwith pay such purchase monies into a bank account in the Company's name and shall hold such purchase monies in trust for the former holder of such share or shares. In such case the former holder of such share or shares shall be bound to deliver up his certificate or certificates for such share or shares and on such delivery shall be entitled to receive the same without interest.

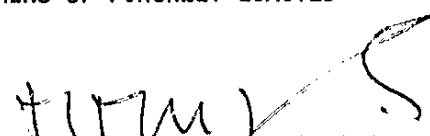
is specifically authorised by the  
Article no transfer of any share or


shares in the Company shall be made or registered without the consent in writing of all the Members for the time being of the Company.

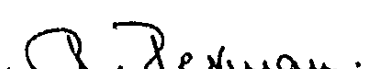
14. The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves reasonably that the paragraphs of Article 13 have been complied with before registering any proposed transfer of a share or shares in the capital of the Company."

  
.....  
Signed for and on behalf of  
M PRICE LIMITED

  
.....  
Signed for and on behalf of  
FISHERS OF FINCHLEY LIMITED

  
.....  
Signed for and on behalf of  
SYDNEY & LONDON PROPERTIES LIMITED

  
.....  
Signed for and on behalf of  
BERMAN HOLDINGS LIMITED

  
.....  
Signed for and on behalf of  
HARVEY BERMAN AND ALAN BERMAN