

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

OF

First Serviced Offices GP Limited

(the "Company")

WE, the undersigned, being the sole member of the Company who would at the date of these resolutions have been entitled to vote upon them if they had been proposed at a general meeting at which we were present, do hereby in accordance with the provisions of section 288 of the Companies Act 2006 pass the following resolutions in writing (and references to the Company shall reference the Company both in its own capacity and in its capacity as general partner of First Serviced Offices UK LP)

IT IS HEREBY UNANIMOUSLY RESOLVED THAT

- (1) Each of the documents listed in Schedule 1 hereto (each a "**Document**") to which the Company is or is expressed to be a party is in the best interests, and to the benefit, of the Company and is hereby approved and the Company be and is hereby authorised to enter into the Documents and the Company may sign or seal any other documents which the Company may at any time enter into or be required to enter into pursuant to or in connection with any Document and do such other acts or things as may be considered by any Director to be necessary or desirable for the purposes of carrying into effect any transaction contemplated by the Documents
- (2) The terms of the transactions contemplated by, and the Company's entry into, delivery and performance of, each of the Documents to which it is, or is expressed to be, a party, be and is hereby approved
- (3) Notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company's directors, any of the Company's directors be, and hereby is, empowered, authorised and instructed to take any action in connection with the negotiation, execution, delivery and performance of the Documents and any document ancillary thereto as he or she shall, in his or her absolute discretion, deem necessary and appropriate
- (4) The granting of security, amendment of security interests and/or the entry into by the Company of the proposed transactions substantially on the terms set out in the

Documents (as applicable) is to the commercial benefit and the advantage of the Company and is in the best interests of the Company.

- (5) The Company's Articles of Association be and are hereby amended by the insertion of a new paragraph to be added as Article 15, namely

"Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company, nor may they suspend any registration thereof, where such transfer is

- (a) 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 under such security, or
- (b) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security, or
- (c) 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 so executed shall be conclusive evidence of such facts "

Unless expressly defined in these written resolutions, terms defined in the Facility Agreement (as defined in Schedule 1 hereto) have the same meanings in these resolutions in writing

These written resolutions will come into effect on the date on which all the members of the Company entitled to vote on the resolution on its circulation date sign this written resolution

Signed 

**E.O.G. Business Services Limited**

Date 9 July 2010

## SCHEDULE 1

- 1 The Facility Agreement, to be entered into by, amongst others, the Company (both in its own capacity and in its capacity as general partner of First Serviced Offices UK LP)
- 2 A debenture appending a form of legal charge each to be entered into by, amongst others, the Company (both in its own capacity and in its capacity as general partner of First Serviced Offices UK LP) in favour of the security trustee to be appointed under the Facility Agreement (the "**Debenture and Legal Charge**")
- 3 A subordination deed to be entered into by, amongst others, the Company (both in its own capacity and in its capacity as general partner of First Serviced Offices UK LP) and the agent and security trustee as appointed under the Facility Agreement (the "**Subordination Agreement**")
- 4 A directors' certificate to be entered into by two directors of the Company (both in its own capacity and in its capacity as general partner of First Serviced Offices UK LP) and addressed to the agent as appointed under the Facility Agreement