

**THE COMPANIES ACTS 1985 AND 1989**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**OF**



**ST PAUL'S HOUSE LEEDS NOMINEE NO.1 LIMITED**

**Passed on 17 July 2002**

We, the undersigned, being the sole member of the above-named Company for the time being entitled to attend and vote at a general meeting of the Company, **RESOLVE**, in accordance with section 381A of the Companies Act 1985, that the following resolutions be passed by way of written resolution:

1. **THAT**, subject to compliance with sections 155 to 158 of the Companies Act 1985 (the Act), the giving by the Company of financial assistance for the purpose of reducing or discharging liabilities incurred for the purpose of the acquisition by City & General (Holdings) Limited and Uberior Investments plc (the **Purchasers**) of all the issued shares in the capital of C.G.I.S. Group Limited (**Group**) in the form described in the statutory declaration sworn by the directors of the Company pursuant to Section 155(6) of the Act on the date hereof be approved.
2. **THAT**, the execution, delivery and performance by the Company of a supplemental deed (the **Twentieth Supplemental Deed**) to be entered between Group, the Company, Burford Meadowbank Guarantee Limited, Burford Meadowbank Shares 1 Limited, Burford Meadowbank Shares 2 Limited, Burford Stoke Guarantee Limited, Burford Stoke Shares 1 Limited, Burford Stoke Shares 2 Limited, Burford Thurrock Shares Limited, Burford Thurrock Shares 1 Limited, Burford Thurrock Shares 2 Limited, C.G.I.S. St Paul's House Limited, St Paul's House Leeds Nominee No.2 Limited, C.G.I.S. Birmingham DHSS Limited, C.G.I.S. Birmingham DHSS No.1 Limited, C.G.I.S. Birmingham DHSS No.2 Limited, C.G.I.S. Bridgwater DHSS Limited, C.G.I.S. Bridgwater DHSS No.1 Limited, C.G.I.S. Bridgwater DHSS No.2 Limited, C.G.I.S. Chester DHSS Limited, C.G.I.S. Chester DHSS No.1 Limited, C.G.I.S. Chester DHSS No.2 Limited, C.G.I.S. Doncaster DHSS Limited, C.G.I.S. Doncaster DHSS No.1 Limited, C.G.I.S. Doncaster DHSS No.2 Limited, C.G.I.S. Dundee DHSS Limited, C.G.I.S. Dunstable DHSS Limited, C.G.I.S. Dunstable DHSS No.1 Limited, C.G.I.S. Dunstable DHSS No.2 Limited, C.G.I.S. Leicester DHSS Limited, C.G.I.S.

Leicester DHSS No.1 Limited, C.G.I.S. Leicester DHSS No.2 Limited, C.G.I.S. Wolverhampton DHSS Limited, C.G.I.S. Wolverhampton DHSS No.1 Limited, C.G.I.S. Wolverhampton DHSS No.2 Limited, Watford Football Stadium Limited, C.G.I.S. City Plaza Shares Limited and Law Debenture Trustees Limited, pursuant to which the Company will undertake obligations in connection with, and give security for the obligations of Group and its subsidiaries under, a trust deed dated 14 September 1994 constituting and securing £100,000,000 9<sup>5</sup>/<sub>8</sub> % First Mortgage Debenture Stock 2019 of Group, a first supplemental trust deed dated 20 September 1994, a second supplemental trust deed dated 14 October 1994 constituting and securing a further £45,999,570 9<sup>5</sup>/<sub>8</sub> % First Mortgage Debenture Stock 2019 of Group and all deeds supplemental thereto, be approved (subject to any amendments agreed by the directors of the Company) even though the execution, delivery and performance of the Twentieth Supplemental Deed may constitute financial assistance for the purpose of reducing or discharging liabilities incurred for the purpose of the acquisition by the Purchasers of all the issued shares in the capital of Group.

3. **THAT**, the terms of, and the transactions contemplated by:

- (i) a guarantee and a second ranking floating charge to be given by the Company over its entire undertaking and assets for the purpose of securing monies borrowed by Group under a Facility Agreement dated 9 October 2001 between Group (1), The Governor and Company of the Bank of Scotland (**BoS**) as arranger (2), the financial institutions listed therein as original lenders (3), BoS as agent (4) and BoS as security trustee (5), and to which the Company is to accede as guarantor (the **Facility Agreement**);
- (ii) the Facility Agreement; and
- (iii) an Accession Letter (as defined in the Facility Agreement) to be signed by the Company,

be approved, even though the giving of such a guarantee and floating charge by the Company may constitute financial assistance by the Company for the purpose of reducing or discharging liabilities incurred for the purpose of the acquisition by the Purchasers of all the issued shares in the capital of Group.



**SIGNED :**

for and on behalf of

**C.G.I.S. ST PAUL'S HOUSE LIMITED**

Date: 17 July 2002