

Company No. 5056439

**BF PROPERTIES (NO.2) LTD**

(the *Company*)

**Sole member's written resolution**

In accordance with section 381A of the Companies Act 1985, **We**, the sole member of the Company who at the date of this resolution would be entitled to attend and vote at a general meeting of the Company, **Declare** that the following resolution shall have effect as if passed by the Company in general meeting and accordingly:

**We Resolve that** the memorandum of association of the Company be altered with immediate effect with respect to the statement of its objects by inserting:

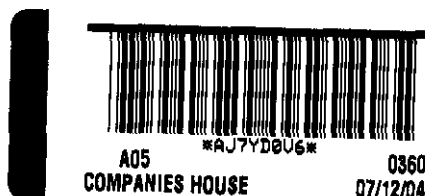
(a) the following clause 3(o) in place of the existing clause 3(o):

“(o) To lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or company or other companies which are members of the same group as the Company, in such circumstances and on such terms and conditions as the board of directors think fit.”; and

(b) the following after the existing clause 3(t):

“(u) To enter into any intercompany transaction in connection with any trade or business of the Company or the acquisition of the same including without limitation:

- (i) any novation of any monies owed by BF Properties (No.3) Ltd ("**BF3**") under the intercompany debt from Baroness Holdings UK Limited;
- (ii) any provision of any intercompany debt owed by BF3 to the Company in return for the novation of the monies owed by BF3 under the intercompany debt from Baroness Holdings UK Limited;
- (iii) any novation of a proportion of the monies owed to the Company by BF3 under any intercompany debt set out in clause 3(u)(ii) to any of BF Propco (No.1) Limited, BF Propco (No.2) Limited, BF Propco (No.3) Limited, BF Propco (No.4) Limited, BF Propco (No.5) Limited, BF Propco (No.6), Limited BF Propco (No.7) Limited, BF Propco (No.8) Limited, BF Propco (No.9) Limited, BF Propco (No.10) Limited, BF Propco (No.11) Limited, BF Propco (No.12) Limited, BF Propco (No.13) Limited, BF Propco (No.14) Limited, BF Propco (No.15) Limited, BF Propco (No.16), Limited BF Propco (No.17) Limited, BF Propco (No.18) Limited, BF Propco (No.19) Limited, BF



Propco (No.20) Limited, BF Propco (No.21) Limited, BF Propco (No.22) Limited and/or BF Propco (No.23) Limited; and

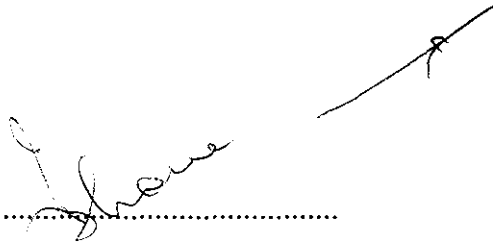
(viii) any other related transactions required in connection with clauses 3 (u)(i) to 3 (u)(iii) above,

in each case as may seem to the board of directors desirable for and otherwise on terms which may seem to the board of directors satisfactory for the purpose of the Company's affairs.

And so that:

(A) None of the objects set forth in any sub-clause of this clause 3 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause 3, or by reference to or inference from the name of the Company.

(B) None of the sub-clauses of this clause 3 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause 3 as though each such sub-clause contained the objects of a separate company."

  
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On behalf of  
BF III Limited

Date: 29/11/04 .....