

**MITRE CAPITAL PARTNERS LIMITED (Company)**

**Written Resolution pursuant to  
Section 381A Companies Act 1985 (as amended)**

We, the undersigned, being the sole member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as Special Resolutions of the Company pursuant to section 381A of the Companies Act 1985 (as amended) (**Act**) and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed by us as Special Resolutions at a general meeting of the Company duly convened and held

**SPECIAL RESOLUTIONS**

- 1 That the provisions of the articles of association of the Company be altered by renumbering article 6 as 6 1 and the insertion of a new article 6 2 immediately afterwards as follows

"6 2 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this Article 6 2 (to the effect that any provision contained in this Article 6 2 shall override any other provision of these articles)

6 2 1 The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

- (a) is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (**Secured Institution**) (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts), or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise



6 2 2 The directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Article 6 2 1(a) above)

6 2 3 The lien set out in regulation 8 of Table A, shall not apply to shares held by a Secured Institution (as defined in Article 6 2 1(a) above)

Any variation of this Article 6 2 shall be deemed to be a variation of the rights of each class of share in the capital of the Company "

- 2 That the provisions of, and performance of the obligations set out in, the documents listed in the appendix to this Written Resolution (**Documents**), which the Company is proposing to enter into in connection with the financing arrangements to be entered into with Alliance & Leicester plc, be and are hereby approved (in its Various Capacities) (copies of such Documents having been supplied to the sole member of the Company and the Company's auditors prior to the signing of this Written Resolution), (subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Documents))
- 3 That, notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute, deliver and perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents for the Company (in such manner and subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Documents))



**Lanebridge Securities Limited**

Date 23 April 2007

## Appendix

### The Documents

- (a) A facilities agreement (**Facilities Agreement**) to be made between the Company as borrower, the Company's holding company, Lanebridge Securities Limited as guarantor (**Lanebridge**) and Alliance & Leicester plc as mandated lead arranger, lender, guarantee provider, ancillary facilities provider, agent and security trustee, incorporating a guarantee to be given by Lanebridge to Alliance & Leicester plc as security trustee
- (b) An ancillary facilities letter to be made between the Company as borrower and Alliance & Leicester plc as lender pursuant to which an overdraft facility will be made available to the Company
- (c) An intra-group loan agreement to be made between the Company as borrower and Lanebridge as lender
- (d) A debenture (**Debenture**) to be given by the Company and Lanebridge in favour of Alliance & Leicester plc as security trustee pursuant to which the Company grants fixed and floating charges over its assets and undertaking in order to secure the Secured Obligations (as defined in the Debenture)
- (e) An intercreditor deed to be made between, amongst others, the Company, Lanebridge, Alliance & Leicester plc (in its various capacities) and the Investors (as such term is defined therein)
- (f) A fee letter executed by the Company in favour of Alliance & Leicester plc as mandated lead arranger
- (g) A sub-participation agreement to be made between Ansbacher & Co Limited as participant and the Company as grantor