

HAMMERSON INVESTMENTS (NO. 29) LIMITED

("the Company")

Company number 5875218



AYUZRBO

A12

17/07/2007

473

COMPANIES HOUSE

Written Resolutions of the sole shareholder of the Company passed on 12 July 2007

We the undersigned being the sole shareholder of the Company signify our assent to the passing of the resolutions set out below as written resolutions pursuant to Section 381A of the Companies Act 1985 (as amended) ("the Act") to the effect that such resolutions when signed by us shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

We note that

- (A) Structadene Limited ("the Purchaser") has agreed with The Royal Bank of Scotland Plc ("the Lender") the terms of a loan facility ("the Facilities") to be made to assist, in the financing of the consideration to be paid on the acquisition by the Purchaser of the entire issued share capital of the Company ("the Acquisition") and we further note that as part of the terms of the Acquisition the Company is required to approve and enter into certain documents and that these resolutions are to deal with the consideration and approval of those documents and certain related matters, and, in particular, the giving of financial assistance by the Company in connection with the Acquisition
- (B) an agreement to purchase the entire issued share capital of the Company was entered into on 14 June 2007 between (1) the sole shareholder of the Company as stated therein and (2) the Purchaser relating to the Acquisition ("the Acquisition Agreement") and that it is proposed that completion take place shortly after the passing of these resolutions
- (C) it is intended that the Facilities be used to assist the Purchaser with the Acquisition. It is a condition precedent to the Facilities being available that the Company enter into various banking documents securing and guaranteeing the indebtedness due from the Purchaser to the Lender and that, in doing so and by entering into an intra-group loan to the Purchaser, the Company would therefore be giving financial assistance as defined in Section 151 of the Act
- (D) It is a requirement of the Lender that the articles of the Company are amended to vary the directors' discretion to decline to register any transfer of any share in the Company

SPECIAL RESOLUTIONS

- 1 THAT in connection with the provision by the Company of financial assistance in the under noted form and terms to the Purchaser for the purpose of the Acquisition it is proposed that the documents set out in paragraphs (a), (b) and (c) below be entered into by the Company. Such documents set out the form and terms of the financial assistance for the purposes of the Acquisition
 - (a) a Guarantee between inter alia the Purchaser and the Lender pursuant to which the Company will guarantee on a joint and several basis the Purchaser's liabilities to the Lender, interest and any expenses incurred by the Lender in relation thereto on the terms set out therein,
 - (b) a funding agreement between inter alia the Company and the Purchaser ("the Intra

Group Funding Agreement"), and

- (c) a debenture to be entered into by the Company in favour of the Lender creating fixed and floating charges over the Company's assets and undertaking,

(a)-(c) hereinafter referred to as "**the Documents**")

- 2 THAT the provisions of the Documents which the Company is proposing to enter into be and are hereby approved (copies of such Documents having been supplied to the members of the Company prior to the signing of these Written Resolutions) subject to such changes as the Company's Directors, in their absolute discretion, think fit
- 3 THAT the Company pay those costs and expenses associated with the Acquisition including but not limited to legal, accountancy and other professional fees
- 4 THAT the Company be authorised amongst other things, on the Purchaser's request but subject to the Company not being insolvent or the request prejudicing the Company's ability to pay its debts as they fall due, to advance certain sums of money to the Purchaser to assist with its repayment obligations in connection with the Acquisition pursuant to the Intra Group Funding Agreement
- 5 THAT, notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company Directors to the contrary, the Company Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit)
- 6 THAT the giving of financial assistance (within the meaning of section 152 of the Act) by the Company to the Purchaser for the purpose of the Acquisition taking the form and having the principal terms described in the statutory declaration in form 155(6)a of today's date (a copy of which has been supplied to the Company's sole shareholder together with the relative auditors' report required to be annexed to it by section 156(4) of the Act) in the form required by section 155(6) of the Act and complying with section 156 of the Act be and is approved for the purpose of section 155 of the Act
- 7 THAT the articles of association of the Company be amended in the manner following, that is to say by inserting a new article 7, namely

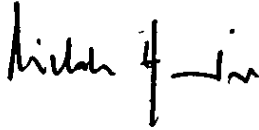
"Notwithstanding article 6, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

- (a) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**") once the security has become enforceable, 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 once the security has become enforceable, or
- (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security once the security has become enforceable,

and the directors shall forthwith register any such transfer of 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 "

Signed

A handwritten signature in black ink, appearing to read "Richard J. [unclear]".

for and on behalf of RT GROUP PROPERTY INVESTMENTS LIMITED

IAMMERSON INVESTMENTS (NO 29) LIMITED

("the Company")

Company number 5875218

Written Resolutions of the sole shareholder of the Company passed on **12** July 2007

We the undersigned being the sole shareholder of the Company signify our assent to the passing of the resolutions set out below as written resolutions pursuant to Section 381A of the Companies Act 1985 (as amended) ("**the Act**") to the effect that such resolutions when signed by us shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

We note that

- (A) Structadene Limited ("**the Purchaser**") has agreed with The Royal Bank of Scotland PLC ("**the Lender**") the terms of a loan facility ("**the Facilities**") to be made to assist, in the financing of the consideration to be paid on the acquisition by the Purchaser of the entire issued share capital of the Company ("**the Acquisition**") and we further note that as part of the terms of the Acquisition the Company's subsidiary, Alpha Gamma Limited ("**AG**") is required to approve and enter into certain documents and that these resolutions are to deal with the consideration and approval of those documents and certain related matters, and, in particular, the giving of financial assistance by AG in connection with the Acquisition
- (B) an agreement to purchase the entire issued share capital of the Company was entered into on 14 June 2007 between (1) the sole shareholder of the Company as stated therein and (2) the Purchaser relating to the Acquisition ("**the Acquisition Agreement**") and that it is proposed that completion take place shortly after the passing of these resolutions
- (C) it is intended that the Facilities be used to assist the Purchaser with the Acquisition. It is a condition precedent to the Facilities being available that AG is required to enter into various banking documents securing and guaranteeing the indebtedness due from the Purchaser to the Lender and that in doing so and by entering into an intra-group loan to the Purchaser, AG and others would therefore be giving financial assistance as defined in Section 151 of the Act

SPECIAL RESOLUTIONS

- 1 THAT in connection with the provision by AG of financial assistance in the under noted form and terms to the Purchaser for the purpose of the Acquisition it is proposed that the documents set out in paragraphs (a)-(e) below be entered into by AG. Such documents set out the form and terms of the financial assistance for the purposes of the Acquisition
 - (a) legal charges in favour of the Lender over the properties owned by AG registered at HM Land Registry under Title Numbers NGL238710, NGL238708 NGL238709 and 331170 ("**the Charged Properties**") securing, among other obligations, sums due under the Facilities,

- (b) a debenture to be entered into by AG in favour of the Lender creating fixed and floating charges over AG's assets and undertaking,
- (c) Rent Assignment Deeds pursuant to which AG assigns to the Lender all its right title and interest in and to the rents payable under leases or tenancies of each of the Charged Properties,
- (d) an unlimited Guarantee between inter alia the Purchaser, AG and the Lender pursuant to which AG will guarantee on a joint and several basis the Purchaser's liabilities to the Lender, interest and any expenses incurred by the Lender in relation thereto on the terms set out therein, and
- (e) a funding agreement between inter alia the Company, AG and the Purchaser ("**the Intra Group Funding Agreement**"), and

((a)-(e) hereinafter referred to as "**the Documents**")

- 2 THAT the provisions of the Documents which AG is proposing to enter into be and are hereby approved (copies of such Documents having been supplied to the sole shareholder of the Company prior to the signing of these Written Resolutions) subject to such changes as AG's Directors, in their absolute discretion, think fit
- 3 THAT AG pay those costs and expenses associated with the Acquisition including but not limited to legal, accountancy and other professional fees
- 4 THAT AG be authorised amongst other things, on the Purchaser's request but subject to AG not being insolvent or the request prejudicing AG's ability to pay its debts as they fall due, to advance certain sums of money to the Purchaser to assist with its repayment obligations in connection with the Acquisition pursuant to the Intra Group Funding Agreement
- 5 THAT, notwithstanding any provisions of AG's Memorandum and Articles of Association or any personal interest of any of AG Directors to the contrary, AG Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for AG (in such manner and subject to such changes as they, in their absolute discretion, think fit)
- 6 THAT the giving of financial assistance (within the meaning of section 152 of the Act) by AG to the Purchaser for the purpose of the Acquisition taking the form and having the principal terms described in the statutory declarations in form 155(6)(a) and (b) of today's date (copies of which have been supplied to AG's sole shareholder together with the relative auditors' report required to be annexed to them by section 156(4) of the Act) in the form required by section 155(6) of the Act and complying with section 156 of the Act be and is approved for the purpose of section 155 of the Act

Signed

for and on behalf of RT GROUP PROPERTY INVESTMENTS LIMITED

HAMMERSON INVESTMENTS (NO. 29) LIMITED

("the Company")

Company number 5875218

Written Resolutions of the sole shareholder of the Company passed on 12 July 2007

We the undersigned being the sole shareholder of the Company signify our assent to the passing of the resolutions set out below as written resolutions pursuant to Section 381A of the Companies Act 1985 (as amended) ("**the "Act"**") to the effect that such resolutions when signed by us shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

We note that

- (A) Structadene Limited ("**the Purchaser**") has agreed with The Royal Bank of Scotland PLC ("**the Lender**") the terms of a loan facility ("**the Facilities**") to be made to assist, in the financing of the consideration to be paid on the acquisition by the Purchaser of the entire issued share capital of the Company ("**the Acquisition**") and we further note that as part of the terms of the Acquisition the Company's subsidiary, Gamma City Developments Limited ("**GCDL**") is required to approve and enter into certain documents and that these resolutions are to deal with the consideration and approval of those documents and certain related matters, and, in particular, the giving of financial assistance by GCDL in connection with the Acquisition
- (B) an agreement to purchase the entire issued share capital of the Company was entered into on 14 June 2007 between (1) the sole shareholder of the Company as stated therein and (2) the Purchaser relating to the Acquisition ("**the Acquisition Agreement**") and that it is proposed that completion take place shortly after the passing of these resolutions
- (C) it is intended that the Facilities be used to assist the Purchaser with the Acquisition. It is a condition precedent to the Facilities being available that GCDL is required to enter into various banking documents securing and guaranteeing the indebtedness due from the Purchaser to the Lender and that in doing so and by entering into an intra-group loan to the Purchaser, GCDL and others would therefore be giving financial assistance as defined in Section 151 of the Act

SPECIAL RESOLUTIONS

- 1 THAT in connection with the provision by GCDL of financial assistance in the under noted form and terms to the Purchaser for the purpose of the Acquisition it is proposed that the documents set out in paragraphs (a)-(c) below be entered into by GCDL. Such documents set out the form and terms of the financial assistance for the purposes of the Acquisition
 - (a) a debenture to be entered into by GCDL in favour of the Lender creating fixed and floating charges over GCDL's assets and undertaking,
 - (b) an unlimited Guarantee between inter alia the Purchaser, GCDL and the Lender pursuant to which GCDL will guarantee on a joint and several basis the Purchaser's

liabilities to the Lender, interest and any expenses incurred by the Lender in relation thereto on the terms set out therein, and

- (c) a funding agreement between inter alia the Company, GCDL and the Purchaser ("**the Intra Group Funding Agreement**"), and

((a)-(c) hereinafter referred to as "**the Documents**")

- 2 THAT the provisions of the Documents which GCDL is proposing to enter into be and are hereby approved (copies of such Documents having been supplied to the sole shareholder of the Company prior to the signing of these Written Resolutions) subject to such changes as GCDL's Directors, in their absolute discretion, think fit
- 3 THAT GCDL pay those costs and expenses associated with the Acquisition including but not limited to legal, accountancy and other professional fees
- 4 THAT GCDL be authorised amongst other things, on the Purchaser's request but subject to GCDL not being insolvent or the request prejudicing GCDL's ability to pay its debts as they fall due, to advance certain sums of money to the Purchaser to assist with its repayment obligations in connection with the Acquisition pursuant to the Intra Group Funding Agreement
- 5 THAT, notwithstanding any provisions of GCDL's Memorandum and Articles of Association or any personal interest of any of GCDL Directors to the contrary, GCDL Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for GCDL (in such manner and subject to such changes as they, in their absolute discretion, think fit)
- 6 THAT the giving of financial assistance (within the meaning of section 152 of the Act) by GCDL to the Purchaser for the purpose of the Acquisition taking the form and having the principal terms described in the statutory declarations in form 155(6)(a) and (b) of today's date (copies of which have been supplied to GCDL's sole shareholder together with the relative auditors' report required to be annexed to them by section 156(4) of the Act) in the form required by section 155(6) of the Act and complying with section 156 of the Act be and is approved for the purpose of section 155 of the Act

Signed

for and on behalf of RT GROUP PROPERTY INVESTMENTS LIMITED

HAMMERSON INVESTMENTS (NO 29) LIMITED

("the Company")

Company number 5875218

Written Resolutions of the sole shareholder of the Company passed on 12 July 2007

We the undersigned being the sole shareholder of the Company signify our assent to the passing of the resolutions set out below as written resolutions pursuant to Section 381A of the Companies Act 1985 (as amended) ("**the Act**") to the effect that such resolutions when signed by us shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

We note that

- (A) Structadene Limited ("**the Purchaser**") has agreed with The Royal Bank of Scotland PLC ("**the Lender**") the terms of a loan facility ("**the Facilities**") to be made to assist, in the financing of the consideration to be paid on the acquisition by the Purchaser of the entire issued share capital of the Company ("**the Acquisition**") and we further note that as part of the terms of the Acquisition the Company's subsidiary, Gamma Estates Limited ("**GEL**") is required to approve and enter into certain documents and that these resolutions are to deal with the consideration and approval of those documents and certain related matters, and, in particular, the giving of financial assistance by GEL in connection with the Acquisition
- (B) an agreement to purchase the entire issued share capital of the Company was entered into on 14 June 2007 between (1) the sole shareholder of the Company as stated therein and (2) the Purchaser relating to the Acquisition ("**the Acquisition Agreement**") and that it is proposed that completion take place shortly after the passing of these resolutions
- (C) it is intended that the Facilities be used to assist the Purchaser with the Acquisition. It is a condition precedent to the Facilities being available that GEL is required to enter into various banking documents securing and guaranteeing the indebtedness due from the Purchaser to the Lender and that in doing so and by entering into an intra-group loan to the Purchaser, GEL and others would therefore be giving financial assistance as defined in Section 151 of the Act

SPECIAL RESOLUTIONS

- 1 THAT in connection with the provision by GEL of financial assistance in the under noted form and terms to the Purchaser for the purpose of the Acquisition it is proposed that the documents set out in paragraphs (a)-(e) below be entered into by GEL. Such documents set out the form and terms of the financial assistance for the purposes of the Acquisition
 - (a) legal charge in favour of the Lender over the properties owned by GEL registered at HM Land Registry under Title Numbers LN100388 and LN229526 ("**the Charged Properties**") securing, among other obligations, sums due under the Facilities,
 - (b) a debenture to be entered into by GEL in favour of the Lender creating fixed and

floating charges over GEL's assets and undertaking,

- (c) Rent Assignment Deed pursuant to which GEL assigns to the Lender all its right title and interest in and to the rents payable under leases or tenancies of each of the Charged Properties,
- (d) an unlimited Guarantee between inter alia the Purchaser, GEL and the Lender pursuant to which GEL will guarantee on a joint and several basis the Purchaser's liabilities to the Lender, interest and any expenses incurred by the Lender in relation thereto on the terms set out therein, and
- (e) a funding agreement between inter alia the Company, GEL and the Purchaser ("**the Intra Group Funding Agreement**"), and

((a)-(e) hereinafter referred to as "**the Documents**")

- 2 THAT the provisions of the Documents which GEL is proposing to enter into be and are hereby approved (copies of such Documents having been supplied to the sole shareholder of the Company prior to the signing of these Written Resolutions) subject to such changes as GEL's Directors, in their absolute discretion, think fit
- 3 THAT GEL pay those costs and expenses associated with the Acquisition including but not limited to legal, accountancy and other professional fees
- 4 THAT GEL be authorised amongst other things, on the Purchaser's request but subject to GEL not being insolvent or the request prejudicing GEL's ability to pay its debts as they fall due, to advance certain sums of money to the Purchaser to assist with its repayment obligations in connection with the Acquisition pursuant to the Intra Group Funding Agreement
- 5 THAT, notwithstanding any provisions of GEL's Memorandum and Articles of Association or any personal interest of any of GEL Directors to the contrary, GEL Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for GEL (in such manner and subject to such changes as they, in their absolute discretion, think fit)
- 6 THAT the giving of financial assistance (within the meaning of section 152 of the Act) by GEL to the Purchaser for the purpose of the Acquisition taking the form and having the principal terms described in the statutory declarations in form 155(6)(a) and (b) of today's date (copies of which have been supplied to GEL's sole shareholder together with the relative auditors' report required to be annexed to them by section 156(4) of the Act) in the form required by section 155(6) of the Act and complying with section 156 of the Act be and is approved for the purpose of section 155 of the Act

Signed

for and on behalf of RT GROUP PROPERTY INVESTMENTS LIMITED

HAMMERSON INVESTMENTS (NO. 29) LIMITED

("the Company")

Company number 5875218

Written Resolutions of the sole shareholder of the Company passed on ¹² July 2007

We the undersigned being the sole shareholder of the Company signify our assent to the passing of the resolutions set out below as written resolutions pursuant to Section 381A of the Companies Act 1985 (as amended) ("**the Act**") to the effect that such resolutions when signed by us shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

We note that

- (A) Structadene Limited ("**the Purchaser**") has agreed with The Royal Bank of Scotland PLC ("**the Lender**") the terms of a loan facility ("**the Facilities**") to be made to assist, in the financing of the consideration to be paid on the acquisition by the Purchaser of the entire issued share capital of the Company ("**the Acquisition**") and we further note that as part of the terms of the Acquisition the Company's subsidiary, National Loose Leaf Company Limited ("**NLLCL**") is required to approve and enter into certain documents and that these resolutions are to deal with the consideration and approval of those documents and certain related matters, and, in particular, the giving of financial assistance by NLLCL in connection with the Acquisition
- (B) an agreement to purchase the entire issued share capital of the Company was entered into on 14 June 2007 between (1) the sole shareholder of the Company as stated therein and (2) the Purchaser relating to the Acquisition ("**the Acquisition Agreement**") and that it is proposed that completion take place shortly after the passing of these resolutions
- (C) it is intended that the Facilities be used to assist the Purchaser with the Acquisition. It is a condition precedent to the Facilities being available that NLLCL is required to enter into various banking documents securing and guaranteeing the indebtedness due from the Purchaser to the Lender and that in doing so and by entering into an intra-group loan to the Purchaser, NLLCL and others would therefore be giving financial assistance as defined in Section 151 of the Act

SPECIAL RESOLUTIONS

- 1 THAT in connection with the provision by NLLCL of financial assistance in the under noted form and terms to the Purchaser for the purpose of the Acquisition it is proposed that the documents set out in paragraphs (a)-(e) below be entered into by NLLCL. Such documents set out the form and terms of the financial assistance for the purposes of the Acquisition
 - (a) legal charge in favour of the Lender over the property owned by NLLCL registered at HM Land Registry under Title Number NGL557606 ("**the Charged Property**") securing, among other obligations, sums due under the Facilities,
 - (b) a debenture to be entered into by NLLCL in favour of the Lender creating fixed and

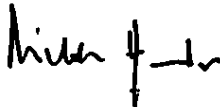
floating charges over NLLCL's assets and undertaking,

- (c) a Rent Assignment Deed pursuant to which NLLCL assigns to the Lender all its right title and interest in and to the rents payable under leases or tenancies of each of the Charged Property,
- (d) an unlimited Guarantee between inter alia the Purchaser, NLLCL and the Lender pursuant to which NLLCL will guarantee on a joint and several basis the Purchaser's liabilities to the Lender, interest and any expenses incurred by the Lender in relation thereto on the terms set out therein, and
- (e) a funding agreement between inter alia the Company, NLLCL and the Purchaser ("**the Intra Group Funding Agreement**"), and

((a)-(e) hereinafter referred to as "**the Documents**")

- 2 THAT the provisions of the Documents which NLLCL is proposing to enter into be and are hereby approved (copies of such Documents having been supplied to the sole shareholder of the Company prior to the signing of these Written Resolutions) subject to such changes as NLLCL's Directors, in their absolute discretion, think fit
- 3 THAT NLLCL pay those costs and expenses associated with the Acquisition including but not limited to legal, accountancy and other professional fees
- 4 THAT NLLCL be authorised amongst other things, on the Purchaser's request but subject to NLLCL not being insolvent or the request prejudicing NLLCL's ability to pay its debts as they fall due, to advance certain sums of money to the Purchaser to assist with its repayment obligations in connection with the Acquisition pursuant to the Intra Group Funding Agreement
- 5 THAT, notwithstanding any provisions of NLLCL's Memorandum and Articles of Association or any personal interest of any of NLLCL Directors to the contrary, NLLCL Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for NLLCL (in such manner and subject to such changes as they, in their absolute discretion, think fit)
- 6 THAT the giving of financial assistance (within the meaning of section 152 of the Act) by NLLCL to the Purchaser for the purpose of the Acquisition taking the form and having the principal terms described in the statutory declarations in form 155(6)(a) and (b) of today's date (copies of which have been supplied to NLLCL's sole shareholder together with the relative auditors' report required to be annexed to them by section 156(4) of the Act) in the form required by section 155(6) of the Act and complying with section 156 of the Act be and is approved for the purpose of section 155 of the Act

Signed



for and on behalf of RT GROUP PROPERTY INVESTMENTS LIMITED