

COMPANY NO: 06939736

FRIDAY



LD4

COMPANIES HOUSE

#23

**WRITTEN RESOLUTION**  
**OF**  
**UNITE JLH (GP2) MANAGEMENT LIMITED (the "Company")**  
**ON**  
**9 April 2013 (the "Circulation Date")**

Pursuant to Chapter 2 Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the resolutions below are passed as special resolutions (the "Special Resolutions")

1.1 **THAT** the articles of association of the Company be altered by the insertion of the following new articles after the existing article 5 5

"5 6 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article 5 (to the effect that any provision contained in this article shall override any other provision of these articles), the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

5 6 1 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

5 6 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

5 6 3 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

5 7 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 5 6 1 above)

5 8 The lien set out in article 4, shall not apply to shares held by a Secured Institution (as defined in article 5 6 1 above) "

1 2       **THAT** the Company enter into the following documents

- 1 2 1       a facility agreement between (1) The LDC James Leicester Hall Limited Partnership (the "**Borrower Limited Partnership**") (acting by its general partners, LDC (James Leicester Hall (GP1) Limited ("**Borrower GP1**") and LDC (James Leicester Hall) GP2 Limited ("**Borrower GP2**"), (2) Borrower GP1 (in its own capacity), (3) Borrower GP2 (in its own capacity) (4) UNITE JLH (GP1) Management Limited ("**GP1**") and the Company as general partners of the limited partnership carrying on business under the name OCB UNITE JLH Management Limited Partnership (the "**Limited Partnership**"), (5) GP1 (in its own capacity), (6) the Company (in its own capacity) and (7) Lloyds TSB Bank Plc as arranger, agent and security agent (the "**Agent**"),
- 1 2 2       a debenture, granted or to be granted in favour of the Agent by (1) the Borrower Limited Partnership (acting by its general partners, Borrower GP1 and Borrower GP2), (2) Borrower GP1 (in its own capacity), (3) Borrower GP2 (in its own capacity), (4) the Limited Partnership (acting by its general partners, GP1 and the Company), (5) GP1 (in its own capacity), (6) the Company (in its own capacity) and (7) the Agent,
- 1 2 3       an amendment agreement to the Property Management Agreement (as defined below), amending the terms of a property management agreement dated 11 August 2009 (the "**Property Management Agreement**") and made between, amongst others, (1) OCB UNITE Property Holdings (Jersey) Limited, (2) OCB UNITE (JLH Investments) Limited, (3) OCB UNITE JLH Limited, (4) Pavilion Property Trustees Limited (in its capacity as managing trustee of the LDC James Leicester Hall Unit Trust) (5) the Borrower Limited Partnership (acting by its general partners, Borrower GP1 and Borrower GP2), (6) the Limited Partnership (acting by its general partners, GP1 and the Company) and (7) UNITE Integrated Solutions Plc ("**UIS**"),
- 1 2 4       a property manager duty of care agreement to be made between (1) the Borrower Limited Partnership (acting by its general partners, Borrower GP1 and Borrower GP2), (2) the Limited Partnership (acting by its general partners, GP1 and the Company) (3) UIS and (4) the Agent, as security agent,
- 1 2 5       any release documents in respect of the security taken under an existing facility dated August 2009, made between, amongst others, (1) GP1 and the Company as general partners of the Limited Partnership (as borrower under such existing facility) and (2) HSH Nordbank AG, London Branch as agent,
- 1 2 6       a declaration of trust from UNITE Rent Collection Limited in favour of the Limited Partnership (acting by its general partners, GP1 and the Company),
- 1 2 7       a directors' certificate addressed to the Agent and to be given by a director of the Company (in its own capacity and in its capacity as one of the general partners of the Limited Partnership), making certain confirmations to the Agent and providing a set of sample signatures with respect to the execution of the documents, and
- 1 2 8       any other related documents,

(together the "**Relevant Documents**"),

2       **THAT** the directors have authority to approve the terms of, and the transaction contemplated by, the Relevant Documents and any related or ancillary documents, and

- 3 THAT these resolutions have effect notwithstanding any provision of the Company's Articles of Association

#### AGREEMENT

Members of the Company who are eligible members because they are entitled to vote on the Special Resolutions on the circulation date (that is the first date on which copies of the Special Resolutions are first sent to members, being 9 April 2013) should sign and date below to signify their agreement to the Special Resolutions and return the signed document by hand or by post to The Core, 40 St Thomas Street, Bristol, Avon BS1 6JZ

The Special Resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the circulation date otherwise it will lapse

Agreed

Signed



for and on behalf of LDC (James Leicester Hall) Limited

Date

9 April 2013

#### NOTES

- 1 If you agree to the Special Resolutions, please indicate your agreement by signing and dating the document where indicated above and returning it to the Company  
  
If you do not agree to the Special Resolutions, you do not have to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the Special Resolutions, you may not revoke your agreement
- 3 Unless, by the end of the period of 28 days beginning with the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Special Resolutions to be passed, it/they will lapse If you agree to the Special Resolutions, please ensure that your agreement reaches us on or before this date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

**ANNEX**

**COMPANY NO. 06939738**

**PRINT OF WRITTEN RESOLUTION  
OF UNITE JLH (GP2) MANAGEMENT LIMITED (the "Company")  
PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006  
PASSED ON 9 April 2013**

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The following written resolutions duly proposed by the directors of the Company were duly passed by the Company as special resolutions (the "**Special Resolutions**")

**SPECIAL RESOLUTIONS:**

- 1 1 **THAT** the articles of association of the Company be altered by the insertion of the following new articles after the existing article 5 5

"5 6 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article 5 (to the effect that any provision contained in this article shall override any other provision of these articles), the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

5 6 1 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

5 6 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

5 6 3 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

5 7 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 5 6 1 above)

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1 2 **THAT** the Company enter into the following documents

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- 1 2 2 a debenture, granted or to be granted in favour of the Agent by (1) the Borrower Limited Partnership (acting by its general partners, Borrower GP1 and Borrower GP2), (2) Borrower GP1 (in its own capacity), (3) Borrower GP2 (in its own capacity), (4) the Limited Partnership (acting by its general partners, GP1 and the Company), (5) GP1 (in its own capacity), (6) the Company (in its own capacity) and (7) the Agent,
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- 1 2 5 any release documents in respect of the security taken under an existing facility dated August 2009, made between, amongst others, (1) GP1 and the Company as general partners of the Limited Partnership (as borrower under such existing facility) and (2) HSH Nordbank AG, London Branch as agent,
- 1 2 6 a declaration of trust from UNITE Rent Collection Limited in favour of the Limited Partnership (acting by its general partners, GP1 and the Company),
- 1 2 7 a directors' certificate addressed to the Agent and to be given by a director of the Company (in its own capacity and in its capacity as one of the general partners of the

Limited Partnership), making certain confirmations to the Agent and providing a set of sample signatures with respect to the execution of the documents, and

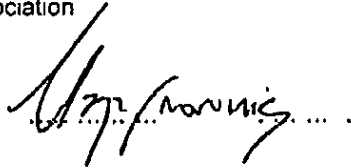
1 2 8 any other related documents,

(together the "Relevant Documents"),

2 **THAT** the directors have authority to approve the terms of, and the transaction contemplated by, the Relevant Documents and any related or ancillary documents, and

3 **THAT** these resolutions have effect notwithstanding any provision of the Company's Articles of Association

Signed



Director

for and on behalf of UNITE JLH (GP2) Management Limited

Date

9 April 2013