

COMPANY NO: 7198979

WEDNESDAY



LD5 02/05/2012 #97  
COMPANIES HOUSE

**WRITTEN RESOLUTIONS**

**OF**

**LDC (THURSO STREET) GP2 LIMITED (the "Company")**

ON  
*25 APRIL*  
2012 (the "Circulation Date")

In connection with the transactions referred to in the minutes of the meeting of the Directors of the Company of today's date (the "**Minutes**"), we refer to the following document (defined terms in the Minutes having the same meanings when used in this written resolution)

a guarantor accession agreement to be made between the Company and the Facility Agent (the "**Guarantor Accession Agreement**") dated on or around the date of this resolution by which the Company would accede to a facility agreement made between (1) LDC (Portfolio 100) Limited (as borrower), (2) the entities listed therein as guarantors (3) LGIM Commercial Lending Limited as arranger (4) Legal & General Pensions Limited as original lender and (5) LGIM Commercial Lending Limited as facility agent, (the "**Facility Agreement**")

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution be passed by the Company as ordinary resolutions (the "**Ordinary Resolutions**")

- 1 **THAT** the execution and delivery by the Company of the Guarantor Accession Agreement and thereby the entry into the Facility Agreement, the giving of the guarantee and indemnity by the Company under the Facility Agreement and the performance by the Company of all its other obligations under the Guarantor Accession Agreement and the Facility Agreement be and is hereby approved as being for the commercial benefit and advantage of and in the best interests of the Company
- 2 **THAT** the Company's execution and delivery of the Guarantor Accession Agreement, the entry into the Facility Agreement and the giving of the guarantee and indemnity by the Company under the Facility Agreement and the performance of the transactions contemplated by it, and the approval, execution and delivery for and on behalf of the Company and any other agreement or document executed by the Company under hand or as a deed which it considered necessary or desirable in connection with the Facility Agreement is hereby authorised

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolutions be passed as special resolutions (the "**Special Resolutions**", together with the Ordinary Resolutions, the "**Resolutions**")

- 1 **THAT** the articles of association of the Company be altered by the insertion of the following new article 9 3A after the existing article 9 3

"9 3A Despite any other provision of these Articles the aforementioned lien shall not apply to any shares which have been charged by way of security to a lender or to an affiliate thereof (any such entity a "**Lender**") or to an agent or trustee for any Lender (any such entity an "**Agent**") "

- 2 **THAT** the articles of association of the Company be altered by the insertion of the following new article 23 2 after the existing article 23 1

"23 2 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer

(a) is to

- (i) a Lender or Agent where a security interest has been or is purported to be granted over those shares (each a "**Security**") that benefits a Lender or Agent, and/or
- (ii) (ii) a person to whom such shares are transferred at the direction of a Lender or Agent and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a "**Receiver**") pursuant to powers granted to it under the Security, and

(b) is delivered to the Company for registration in order to perfect or protect any Security of a Lender or Agent, or

(c) is executed by a Lender or Agent or Receiver pursuant to a power of sale or other such power under any Security,

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 Lender or Agent and no Lender or Agent shall be required to offer the shares which are or are to be the subject of any transfer 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 consideration or not "

## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

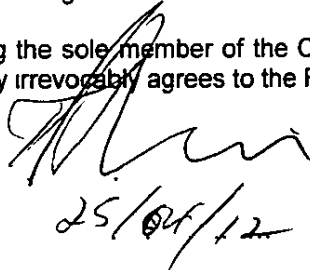
Members of the Company who are eligible members because they are entitled to vote on the resolution on the Circulation Date (that is the first date on which copies of the Resolutions are first sent to members, being 25/04/2012) should sign and date below to signify their agreement to the Resolutions and return the signed document by hand or by post to The Core 40 St Thomas Street, Bristol, Avon BS1 6JX

These 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. The agreement of a member to these Resolutions is ineffective if signed after this date

The undersigned, being the sole member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed

Date

Handwritten signature and date: 25/04/12

duly authorised by and on behalf of LDC (Holdings) Plc being the sole member of the Company

## NOTES

- 1 If you agree to the 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 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 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 Resolutions to be passed, it/they will lapse. If you agree to the 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



**LDC (THURSO STREET) GP2 LIMITED (the "Company")**

**WRITTEN RESOLUTIONS OF THE COMPANY**

**PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006**

**PASSED ON 25 APRIL 2012**

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the following written resolutions having been duly proposed by the Directors of the Company were duly passed by the Company as ordinary resolutions

**ORDINARY RESOLUTIONS**

- 1 **THAT** the execution and delivery by the Company of the Guarantor Accession Agreement and thereby the entry into the Facility Agreement, the giving of the guarantee and indemnity by the Company under the Facility Agreement and the performance by the Company of all its other obligations under the Guarantor Accession Agreement and the Facility Agreement be and is hereby approved as being for the commercial benefit and advantage of and in the best interests of the Company
  
- 2 **THAT** the Company's execution and delivery of the Guarantor Accession Agreement, the entry into the Facility Agreement and the giving of the guarantee and indemnity by the Company under the Facility Agreement and the performance of the transactions contemplated by it, and the approval, execution and delivery for and on behalf of the Company and any other agreement or document executed by the Company under hand or as a deed which it considered necessary or desirable in connection with the Facility Agreement is hereby authorised

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the following written resolutions duly proposed by the directors of the Company were duly passed by the Company as a special resolution

- 1 **THAT** the articles of association of the Company be altered by the insertion of the following new article 9 3A after the existing article 9 3

"9 3A Despite any other provision of these Articles the aforementioned lien shall not apply to any shares which have been charged by way of security to a lender or to an affiliate thereof (any such entity a "Lender") or to an agent or trustee for any Lender (any such entity an "Agent") "

- 2 **THAT** the articles of association of the Company be altered by the insertion of the following new article 23 2 after the existing article 23 1

"23 2 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer

(a) is to

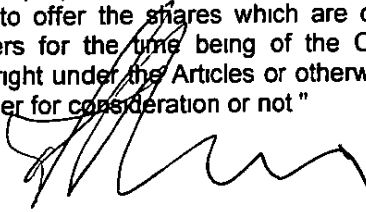
- (iii) a Lender or Agent where a security interest has been or is purported to be granted over those shares (each a "Security") that benefits a Lender or Agent, and/or

- (iv) (ii) a person to whom such shares are transferred at the direction of a Lender or Agent and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a "Receiver") pursuant to powers granted to it under the Security, and

(b) is delivered to the Company for registration in order to perfect or protect any Security of a Lender or Agent, or

(c) is executed by a Lender or Agent or Receiver pursuant to a power of sale or other such power under any Security,

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 Lender or Agent and no Lender or Agent shall be required to offer the shares which are or are to be the subject of any transfer 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 consideration or not "



Director  
for and on behalf of LDC (Thurso Street) GP2 Limited