

Company No: 6116754

We certify this document as a true copy of the original  
*Eversheds LLP*  
Date 14/6/11  
EVERSHEDS LLP

The Companies Act 2006

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

passed as

WRITTEN RESOLUTIONS

of

SPENCER INDUSTRIAL ESTATES HOLDINGS LIMITED

(the "Company")

Circulated on *10 June*.....2011 (the "Circulation Date")

(Passed pursuant to Chapter 2 of Part 13 the Companies Act 2006)

WE, the undersigned, being or representing the sole member of the Company, HEREBY RESOLVE as follows

**RESOLUTIONS**

- 1 **THAT** the Company, in good faith and for the purpose of carrying on its business, approves of the terms of, and the transactions contemplated by, the documents listed in Appendix 1 to these resolutions (the "Documents").
- 2 **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the transaction contemplated by the Documents and to perform its obligations and exercise its rights under the Documents, including as regards amendment, approval and execution of such Documents to which it is to be party and all related matters.
- 3 **That** the articles of association of the Company be amended by adding the following new Clause 10A immediately following the existing Clause 10.

"Clause 10A

Notwithstanding anything contained in these Articles, the Company and the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party; or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

THURSDAY



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 Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer 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. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of its shares.

For the purposes of this Article, "**Secured Party**" means any bank, financial institution, trust, fund or other entity (including, without limitation, Bank of Scotland plc) to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf "

**APPENDIX 1**

**Documents referred to above**

1. A sterling term loan facility agreement to be entered into by (1) Spencer Commercial Property Limited (Company Number 06162546) (the "**Parent**"), (2) the companies listed in Part 1 of Schedule 1 thereto as borrowers ("**Borrowers**"), (3) the subsidiaries of the Company listed in Part 1 of Schedule 1 thereto as original guarantors (together with the Company, the "**Guarantors**") (the Guarantors and the Company being together the "**Group**"); (4) Bank of Scotland plc as Original Lender (the "**Original Lender**"), (5) Bank of Scotland plc as agent (the "**Agent**"), (6) Bank of Scotland plc as security agent (the "**Security Agent**"); and (7) Bank of Scotland plc as hedge counterparty (the "**Hedge Counterparty**") (the "**Facility Agreement**") pursuant to which a facility in the aggregate sum of £182,755,954.66 (the "**Facility**") is to be made available to the Group
2. Under the terms of the Facility Agreement the other members of the Group would also be required to guarantee to each Finance Party (as defined in the Facility Agreement), inter alia, all obligations of the Parent, the Company and any other member of the Group (from time to time) arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility pursuant to the terms of a guarantee contained in the Facility Agreement (the "**Guarantee**").
3. A debenture to be made by the Company in favour of the Original Lender (the "**Debenture**")

Shareholders who wish to agree to such resolutions should signify that agreement by returning this document to the Company in one of the following ways:

1. by delivering your signed and dated document by hand or by post to Eversheds LLP, Eversheds House, 70 Great Bridgewater Street, Manchester M1 5ES marked "For the Attention of Amy Fairfoull"
2. by scanning your signed and dated document, attaching it to an email and sending it to amyfairfoull@eversheds.com. Please enter "Written Resolution" in the email subject box

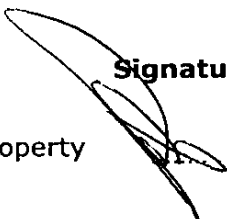
If sufficient agreement is not received by the date being 28 days from the Circulation Date then these resolutions will lapse and shareholders will not be able to indicate agreement after that date.

**Name of Shareholder**

**Signature**

**Date of Signature**

Spencer Commercial Property Limited



... 10 June 2011

**SPENCER INDUSTRIAL ESTATES HOLDINGS LIMITED**

**(Company Number: 6116754)**

**Nexus House Nexus  
Knowsley Business Park  
Randles Street  
Knowsley  
Merseyside  
L34 9HX**

I confirm that:

- (i) a copy of the written resolutions were sent to the auditors of the Company at or before the time when they were supplied to the members for signature in accordance with section 300B(2) of the Companies Act 2006

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned above the title 'Director/Secretary'.

Director/Secretary