

COMPANY NUMBER: 03341350

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COMPANIES HOUSE

THE COMPANIES ACT 1985

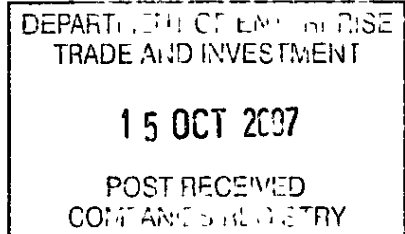
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

CARILLION PALL MALL LIMITED

(the "Company")



The following resolutions were passed as special resolutions pursuant to Section 381A of the Companies Act 1985 (as amended by Section 113(2) of the Companies Act 1989)

SPECIAL RESOLUTIONS


- 1 **THAT** pursuant to the provisions of Section 4 of the Companies Act 1985 (the "Act") the memorandum of association of the Company be altered by renumbering the existing sub-clause 3 27 as a new sub-clause 3 29 and by adding the following new sub-clauses 3 27 and 3 28 immediately following the existing sub-clause 3 26

- "3 27 To promote the interests of (1) Resource Services Group Limited (Registered in Northern Ireland with company number NI 057927), (2) Resource Support Services (Irl) Limited (Registered in the Republic of Ireland with company number 291317), (3) Maybinresource (Ireland) Limited (proposed to be renamed Resource Business Support Limited) (Registered in the Republic of Ireland with company number 368211), (4) Resource (NI) Limited (Registered in Northern Ireland with company number NI 011703), (5) Grove Pest Control (Irl) Limited (Registered in the Republic of Ireland with company number 344821), (6) Corporate Cleanroom Services Limited (Registered in the Republic of Ireland with company number 335310), (7) Corporate Facilities Services Limited (Registered in the Republic of Ireland with company number 303940), (8) Lightning Pest Control Limited (Registered in the

Republic of Ireland with company number 315246), (9) Hourican Hygiene Services Limited (proposed to be renamed Resource Facilities Support Limited) (Registered in the Republic of Ireland with company number 117643, (10) Pall Mall Holdings Limited (Registered in England and Wales with company number 03446291), (11) Pall Mall Employment Services Limited (Registered in England and Wales with company number 05886602) and (12) Sovereign Soft Services Limited (Registered in England and Wales with company number 04118859) (such companies collectively referred to as the **"Guarantee Companies"**) and any other company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company, in any manner whatever, and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of the Guarantee Companies shall be an object and not a power of the Company

3 28 To give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Companies Act 1985 (the **"Act"**) for any such purpose as is specified in Section 151(2) of the Act so far as permitted by the said Act",

2 **THAT** the entry into and the delivery by the Company of the documents set out in the Schedule to this Written Resolution (as the same may be amended, varied, supplemented or substituted from time to time) which the Company is proposing to enter into and perform in connection with the acquisition (the **"Acquisition"**) of the entire issued share capital of Pall Mall Holdings Limited and Sovereign Soft Services Limited by Resource (NI) Limited (the **"Purchaser"**) be and are (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of the directors of the Company or any other reason) approved and the directors of the Company be and hereby are empowered authorised and directed



to execute and enter into all such documents and take all such steps as are required to give effect to any of the transactions contemplated thereby,

- 3 **THAT** the directors of the Company be authorised, empowered and directed (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of the directors of the Company or any other reason) to pay all or part of the professional or other fees incurred by Resource Services Group Limited, the Purchaser or any subsidiary of same in connection with the Acquisition, 13

(the transactions contemplated by any one or more of the matters set out at resolution 2 or 3 above being the giving of “**Financial Assistance**”),

- 4 **THAT** notwithstanding that giving the Financial Assistance would constitute “financial assistance” within the meaning of Sections 151 to 158 (inclusive) of the Act, the obligations it is undertaking in accordance with the terms thereof and the giving of such financial assistance, is in the best interests and to the commercial advantage and benefit of the Company, 7

- 5 **THAT**, subject to compliance with Sections 155 to 158 (inclusive) of the Act, the giving of the Financial Assistance be and is hereby approved and that the Company be and is authorised to give the Financial Assistance,

- 6 **THAT** any act done or document executed pursuant to any of the foregoing resolutions shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the articles of association of the Company (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions),

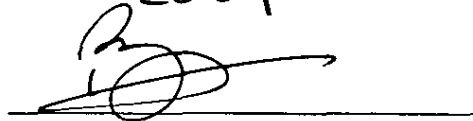
- 7 **THAT** the following Article entitled “7.3” be inserted immediately after Article 7.2 of the Company’s Articles of Association 1

“7.3 Notwithstanding anything contained in these Articles, 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 or institution to which such shares have been charged by way of security, (a "Secured Institution") or to any nominee of such Secured Institution, 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 the power of sale or other power under such security.

and furthermore notwithstanding anything to the contrary contained in these Articles no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any 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 "

Dated 28 September 2007

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line and a loop, positioned above a solid horizontal line.

Director, for and on behalf of
CARILLION PALL MALL LIMITED

SCHEDULE TO THE WRITTEN RESOLUTION

- 1 Deeds of accession to be made by each of (1) Pall Mall Holdings Limited (“**PMHL**”), (2) Carillion Pall Mall Limited (“**CPML**”), (3) Pall Mall Employment Services Limited (“**PMESL**”) and (4) Sovereign Soft Services Limited (“**SSSL**”) to the first supplemental facility agreement dated 27 September 2007 made between, *inter alios*, (1) Resource Services Group Limited (the “**Borrower**”) and (2) Anglo Irish Bank Corporation Plc (“**Anglo**”) which is supplemental to the principal facility agreement (the “**Principal Facility Agreement**”) dated 24 July 2007 made between, *inter alios*, (1) the Borrower, (2) certain subsidiaries of the Borrower (as more particularly set out therein) and (3) Anglo in its capacity as lender (the “**Lender**”), as agent (the “**Agent**”), as arranger and as security trustee (the “**Security Trustee**”)
- 2 Any confirmation or compliance certificates or ancillary documents required to be issued in connection therewith, including utilisation requests relating to drawdown of the facilities made available pursuant thereto
- 3 A debenture to be entered into by (1) PMHL in favour of (2) the Security Trustee (incorporating a fixed charge over the issued share capital from time to time of each subsidiary of PMHL)
- 4 A debenture to be entered into by (1) PMESL in favour of (2) the Security Trustee
- 5 A debenture to be entered into by (1) CPML, in favour of (2) the Security Trustee (incorporating a fixed charge over the entire issued share capital from time to time of each subsidiary of CPML)
- 6 A debenture to be entered into by (1) SSSL in favour of (2) the Security Trustee
- 7 A deed of accession to be made by (1) the Borrower and (2) PMHL pursuant to which PMHL shall accede to the Principal Facility Agreement as an Additional Guarantor (as defined therein) in respect of the cross guarantee made by (1) the Borrower and others in favour of (2) the Security Trustee, such cross guarantee as set out in the Principal Facility Agreement

- 8 A deed of accession to be made by (1) the Borrower and (2) PMESL pursuant to which PMESL shall accede to the Principal Facility Agreement as an Additional Guarantor in respect of the cross guarantee made by (1) the Borrower and others in favour of (2) the Security Trustee, such cross guarantee as set out in the Principal Facility Agreement
- 9 A deed of accession to be made by (1) the Borrower and (2) CPML pursuant to which CPML shall accede to the Principal Facility Agreement as an Additional Guarantor in respect of the cross guarantee made by (1) the Borrower and others in favour of (2) the Security Trustee, such cross guarantee as set out in the Principal Facility Agreement
- 10 A deed of accession to be made by (1) the Borrower and (2) SSSL pursuant to which SSSL shall accede to the Principal Facility Agreement as an Additional Guarantor in respect of the cross guarantee made by (1) the Borrower and others in favour of (2) the Security Trustee, such cross guarantee as set out in the Principal Facility Agreement
- 11 An accounts agreement to be made between (1) PMHL, CPML, PMESL and SSSL, (2) Anglo Irish Bank Corporation plc and (3) The Governor and Company of the Bank of Ireland