

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

P.J. LIVESEY NORTH LIMITED

("Company")

Written resolutions of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 ("Act") proposed by the directors of the Company, proposed as special resolutions as detailed below

SPECIAL RESOLUTIONS

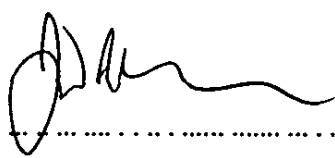
- 1 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) and the entering into, execution, delivery and performance by the Company of each of the Documents as defined in the annexure to this resolution and the security and guarantees contained therein is in the best interests and for the commercial benefit of the Company and, accordingly, it is hereby approved that the directors of the Company be and are hereby empowered, directed and authorised to approve and execute and perform the Company's obligations under each of the Documents to which it is a party
- 2 **THAT** to the extent that the Documents as defined in the annexure to this resolution are not in final form at the date of this written resolution, that any director of the Company authorised by the board of directors of the Company be and are hereby empowered, directed and authorised to agree such amendments, variations or modifications to the Documents as the directors of the Company shall see fit and to approve, execute and perform the Company's obligations any such Documents.

Circulation date: 8 OCTOBER 2010



Agreement to written resolution

We, the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution

Name of member	P.J. LIVESEY GROUP LIMITED	
Name and position of signatory:	PETER.....LIVESEY..... <i>Block capitals please</i>	
Signed by authorised person on behalf of corporate member :		

Dated: 8.10.10.....

ANNEXURE

Definitions:

"Obligors" GL-14 Limited (03860184), GL-14 (Fairfield) Limited (06041781), P J Livesey Commercial Limited (6281742) (formerly named P J Livesey Living Space 4 Limited), P J Livesey Country Homes Limited (3581187), P J Livesey Country Homes (Eastern) Limited (4204927), P J Livesey Country Homes (Merseyside) Limited (4152928), P J Livesey Country Homes (Southern) Limited (4190847), P J Livesey Country Homes (Wales) Limited (3830181), P J Livesey Developments Limited (1857532), P J Livesey Group Limited (05942887) (formerly named P J Livesey GR Limited), P J Livesey Heritage Homes North West Limited (4417900), P J Livesey Holdings Limited (3195231) (formerly named P J Livesey Group Limited), P J Livesey Living Space (5) Limited (6281751), P J Livesey Living Space Limited (3175509), P J Livesey Living Space (1) Limited (6178868), P J Livesey Living Space (2) Limited (6281726), P J Livesey Living Space (3) Limited (6281731), P J Livesey Living Space (North) Limited (5217031), P J Livesey London Limited (5469706), P J Livesey (Manufacturing) Limited (2073857), P J Livesey (Midlands) Limited (05125411), P J Livesey North Limited (4339759), P J Livesey Rural Heritage Limited (3194420), P J Livesey Rural Heritage (Yorkshire) Limited (4083344), P J Livesey South Limited (4293486), P J Livesey South Eastern Limited (5557870) and P J Livesey Scotland Limited (6314836) (each an "Obligor"),

"Lender" The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc

- 1 a £28,000,000 facility agreement to be entered into between P J Livesey Holdings Limited and P J Livesey Country Homes (Eastern) Limited (each as borrower) and the Obligors (including, for the avoidance of doubt, the borrowers) (as guarantors) and the Lender (the **"Facility Agreement"**),
- 2 a £2,000,000 part exchange facility agreement to be entered into between P J Livesey Holdings Limited (as borrower) and the Lender (the **"Part Exchange Facility Agreement"**),
- 3 a supplemental agreement to the Ground Rents Facility Agreement to be entered into between P J Livesey Holdings Limited and the Lender and pursuant to which the Lender will make a £1,750,000 ground rents facility agreement available to P J Livesey Holdings Limited (the **"Amended Ground Rents Facility Agreement"**),
- 4 a £2,500,000 (gross limit) overdraft facility agreement to be entered into between the Obligors and the Lender (the **"Overdraft Facility Agreement"**),
- 5 a £1,500,000 facility agreement to be entered into between GL-14 Limited and GL-14 (Fairfield) Limited and the Lender (the **"GL-14 Facility Agreement"**),
- 6 a legal charge to be granted by P.J. Livesey Commercial Limited in favour of National Westminster Bank plc in relation to its leasehold interest in the leasehold property known as gym premises at Fairfield Hall, Hitchin Road, Arlesey being the whole of the property comprised in a lease between (1) P J Livesey Country Homes (Southern) Limited (2) P J Livesey Commercial Limited (3) Fairfield Hospital Management Company Limited, and

legal charges to be granted by P.J. Livesey Space (5) Limited in favour of National Westminster Bank plc in relation to its leasehold interest in each of.

5 Fairfield Mews, Stotfold, Hitchin SG5 4BU

Apartment 31 Hayle Mill, Hayle Mill Road, Maidstone, Kent ME15 6JW

Apartment 42 Hayle Mill, Hayle Mill Road, Maidstone, Kent ME15 6JW

Apartment 43 Hayle Mill, Hayle Mill Road, Maidstone, Kent ME15 6JW

5 The Mansion House, Ide Hill Park, Ide Hill, Sevenoaks, Kent TN14 6EY

Apartment 1, Highcroft Villas, Highcroft Road, Erdingham, Birmingham B23 6G

Apartment 208, Highcroft Hall, Highcroft Road, Erdingham, Birmingham B23 6G

Apartment 211, Highcroft Hall, Highcroft Road, Erdingham, Birmingham B23 6GS

Apartment 212, Highcroft Hall, Highcroft Road, Erdingham, Birmingham B23 6GS

Apartment 98 Hertfordshire Wing, Fairfield Hall Kingsley Avenue Stotfold SG5 4FX

2 Fairfield Mews Stotfold Hitchin SG5 4BU

(together the "**Legal Charges**"),

7. a certificate from the directors of each Obligor in favour of the Lender (the "**Borrowers Certificate**"),
8. a cross guarantee to be granted by each Obligor in favour of the Lender (the "**Cross Guarantee**"),
9. a deed of release relating to the composite guarantee of each of the Obligors dated 25 March 2008 in favour of the Lender and any other guarantees granted by any of the Obligors in favour of the Lender and/or National Westminster Bank plc prior to the date of this written resolution,

(together the "**Documents**")