

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

JEMELLA GROUP LIMITED
(the "Company")



In accordance with section 381A of the Companies Act 1985 ("Act"), we, being the sole member of the Company, who at the date of these written resolutions are entitled to vote at general meetings of the Company and having been provided with a copy of the statutory declarations sworn by the directors of the Company together with a copy of the auditors' reports annexed thereto, hereby approve the following resolutions as if they had been passed at a general meeting of the Company duly convened and held

Special Resolutions

- 1 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which the Company is proposing to enter into and grant in connection with the acquisition by GHD Group Limited (company number 06302478) ("**Purchaser**") of the entire issued share capital of Jemella Group (Holdings) Limited (company number 5657472) ("**Target**") be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of the directors) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such of the following documents to which the Company is or is to become a party
 - 1 1 a £70,000,000 term and revolving credit facilities agreement to be made between, inter alios, the Principal Borrower (1), the Original Borrowers (2), the Original Guarantors (including the Company) (3), Barclays Bank PLC ("**Barclays**") as Arranger (4), the Original Lenders (5) Barclays as the Agent (6) and Barclays as the Security Trustee (7) (as each such term is defined therein) (the "**Facility Agreement**"),
 - 1 2 an intercreditor deed to be made between, inter alios, GHD Group Holdings Limited (company number 06302477) (the "**Parent**") (1) GHD Holdings Limited (company number 06302502) (the "**Intermediate Parent**") (2) the Purchaser (3), the Target (4), the Original Obligors (5), Barclays (in various capacities) (6), the Subordinated Creditors (7) and the Hedge Counterparty (8) (as each such term is defined therein) (the "**Intercreditor Deed**"),
 - 1 3 a subordination deed to be made between, inter alios, (1) the Parent (2) the Initial Obligors (including the Company) (3) the Investors (4) the Subordinated Creditors (as each such term is defined therein) ("**Subordination Deed**"),
 - 1 4 a security trust deed to be made between, inter alios, the Arranger (1), the Agent (2), the Original Lenders (3), the Security Trustee (4), the Purchaser (5) and the Original Obligors (including the Company) (6) (the "**Security Trust Deed**"),
 - 1 5 a debenture to be executed by the Parent, the Intermediate Parent, the Purchaser and each of the Target, the Company and Jemella Limited (company number 04115691) ("**JL**") in favour of the Security Trustee for and on behalf of the Security Beneficiaries (as defined in the Security Trust Deed) (the "**Debenture**"),
 - 1 6 an assignment of a keyman insurance policy to be executed by the Target in favour of the Security Trustee for and on behalf of the Security Beneficiaries in respect of the keyman

insurance policies over the lives of Martin Penny, Mark Hall, Joanne Adams and Elizabeth Watson (the "**Insurance Assignment**"),

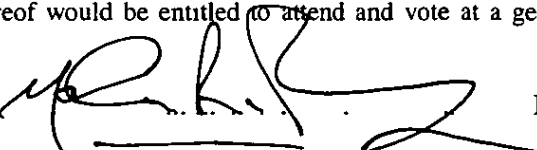
- 1 7 an Australian fixed and floating charge to be executed by JL in favour of the Security Trustee for and on behalf of the Security Beneficiaries (the "**Australian Charge**"),
- 1 8 an intra-group loan agreement to be made between the Parent (1), the Intermediate Parent (2) the Purchaser (3) the Target (4) the Company (5) and JL (6) (the "**Intra-Group Loan Agreement**"),
- 1 9 a loan note instrument to be executed by the Intermediate Parent (the "**Investor Loan Note Instrument**") pursuant to which the Intermediate Parent will constitute Series A loan notes (the "**Investor Loan Notes**"),
- 1 10 a loan note instrument to be executed by the Purchaser (the "**Management Loan Note Instrument**") pursuant to which the Purchaser will constitute Series B loan notes (the "**Management Loan Notes**"), and
- 1 11 a loan note instrument to be executed by the Intermediate Parent (the "**Development Loan Note Instrument**") pursuant to which the Intermediate Parent will constitute Series C loan notes (the "**Development Loan Notes**"),
- 1 12 a loan note instrument to be executed by the Purchaser (the "**Guaranteed Loan Note Instrument**") pursuant to which the Purchaser will constitute Series D loan notes (the "**Guaranteed Loan Notes**"),

(the above documents, together the "**Documents**" and each a "**Document**")

- 2 **THAT** notwithstanding that the entering into and granting by the Company of certain of the Documents would constitute financial assistance within the meaning of Sections 151 to 158 (inclusive) of the Act, the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms thereof, and accordingly, such entry and granting, and the giving of such financial assistance, is in the best interests of the Company
- 3 **FURTHER THAT** the entering into and granting of the Documents to which they are a party by the Target, the Company and JL (together the "**Whitewash Companies**") will constitute financial assistance within the meaning of the Act by the Whitewash Companies for (i) the acquisition by the Purchaser of the entire issued share capital of the Target and (ii) the discharge of certain indebtedness incurred by the Target for the acquisition of the Company
- 4 **THAT** the giving of such financial assistance, as set out in paragraphs 2 and 3 above, be and is hereby approved and that the Company entering into and/or granting the Documents to which it is to be a party be and are hereby approved Further, the entering into by the other Whitewash Companies of the Documents to which they are a party be and is hereby approved

Signed by, or by its duly authorised representatives on behalf of the sole member of the Company who as at the date hereof would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting

Signed



Dated 14 July 2007

Duly authorised for and on behalf of
JEMELLA GROUP (HOLDINGS)
LIMITED