

Company number:
00213629

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

RESOLUTIONS

OF

ROM LIMITED

NOTICE is hereby given that the following resolutions were duly passed by means of a written resolution:

SPECIAL RESOLUTIONS

1. That the Company's memorandum of association be amended so as to include the new clause 3(v) set out in the document attached hereto and marked "A"; and
2. That the existing article 11 of the Company's articles of association be deleted and replaced with the new article 11 set out in the document attached and marked "B".
3. That the following documents be and hereby are approved for execution by the Company:
 - (a) the asset based lending agreement proposed to be entered into by (1) the Company, Romtech Limited (company number 03719493) and RFA – Tech Ltd (company number 01344934) (the "Borrowers") and (2) HSBC Invoice Finance (UK) Limited ("HIF") pursuant to which HIF have will make available to the Borrowers an ABL Facility and a Receivables Facility (as defined in the ABLA) up to a maximum amount of £26,000,000 (the "ABLA"); and
 - (b) a composite guarantee and debenture (the "Debenture") to be entered into between the Borrowers and HIF.

Dated: June 26th 2009


(Director/Secretary)

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A63 08/07/2009 122
COMPANIES HOUSE

A.

3(v) "To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):

- (a) any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and
- (b) any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- (c) the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities;

none of the preceding sub-clauses of this **clause 3** and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this **clause 3** as though each such sub-clause contained the objects of a separate company."

B.

11. "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, or to any nominee of such bank or institution (a "Secured Institution");
- (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 transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholder for the time being of the Company or any of them, and no such shareholder shall have the right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not."