

Company No. 00648111

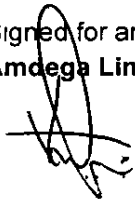
**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTIONS OF W RICHARDSON & CO (Company)**

Pursuant to section 288 of the Companies Act 2006 (CA 2006) we, the undersigned, being the sole eligible member (as defined by section 289 CA 2006) of the Company, signify agreement to and pass the following as special resolutions of the Company

**SPECIAL RESOLUTIONS**

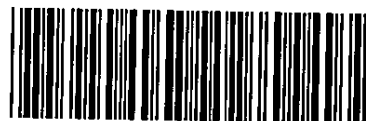
- 1 That the provisions and performance of the obligations set out in the documents listed in the appendix to this Written Resolution (**Documents**), which the Company is proposing to enter into in connection with the provision of working capital to, amongst other things, fund the on-going working capital needs of Aghoco 1029 Limited (**Purchaser**) (as the Company's ultimate parent) and certain other subsidiaries (direct and indirect) of the Purchaser following the acquisition by the Purchaser of the entire issued share capital of the Company, be and are hereby approved (copies of such Documents having been supplied to the sole members of the Company and the Company's auditors prior to the signing of this Written Resolution), (subject to such changes as the Company's directors, in their absolute discretion, think fit)
- 2 That, notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute, deliver and perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents (in such manner and subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document))

Signed for and on behalf of  
**Amdaga Limited**



Date 16 August 2010

THURSDAY



A05 26/08/2010 374  
COMPANIES HOUSE

## EXPLANATORY STATEMENT TO MEMBER

(This explanatory statement is not part of any proposed written resolution )

- 1 This document is proposed by the board of directors of the Company
- 2 This document is sent to members on *16 August* 2010 (Circulation Date)
- 3 "Eligible members" are the members who are entitled to vote on the resolution on the Circulation Date
- 4 If you wish to signify agreement to this document please follow the procedure below
  - (a) you (or someone acting on your behalf) must sign, print your name beneath and date this document,
  - (b) if someone else is signing this document on your behalf under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document, and
  - (c) please return the document to the Company marked "for the attention of the company secretary" or hand it to the company secretary or chairman of the board in person
- 5 To be valid, this document must be received no later than the day falling 28 days after the Circulation Date
- 6 If this document is not received by this time your vote will not count Unless sufficient eligible members sign and return this document by that deadline, the proposed written resolutions will lapse
- 7 Please note that it is not possible to withdraw your consent once this document, signed by you or on your behalf, has been duly received

## The Appendix

### Documents

- 1 An intercreditor deed to be made between the Purchaser as parent, the Purchaser, the Company and each of the Purchaser's other subsidiaries (direct and indirect) as obligors, Endless LLP as investor security trustee, HSBC Bank plc as senior creditor and the parties listed therein as investors (**Intercreditor Agreement**)
- 2 A composite guarantee and debenture (**Endless Debenture**) to be given by the Purchaser, the Company and each of the Purchaser's other subsidiaries (direct and indirect) in favour of the Security Trustee (as defined therein) pursuant to which the Company grants fixed and floating charges over all of its assets and undertakings and which incorporates a cross guarantee granted by the Chargors (as defined therein) (**Guarantee**)