

Company Number: 01501584

TUESDAY



A42 "AJQEX07P" 27/03/2007 301
COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTIONS OF
ROSSENDALES LIMITED

(signed by all members of Rossendales Limited (the "Company") on 21st March 2007)

The members of the Company noted that a statutory declaration sworn by the directors of the Company, together with the report of the auditors of the Company attached thereto, were made available to them for inspection.

We, the undersigned, being all the members of the Company entitled to attend and vote at an Extraordinary General Meeting of the Company hereby resolve that the resolutions set out below be and are passed as special resolutions of the Company pursuant to the provisions of Section 381A of the Companies Act 1985 (the "Act"), and confirm that such resolutions shall be valid and effectual as if they had been passed at an Extraordinary General Meeting of the Company duly convened and held:

- 1 **THAT** the Memorandum of Association of the Company be amended by the insertion of the following new sub-clause, and subsequent numbering will be amended accordingly:

"3 (V) Subject to and in accordance with due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act 1985 (the "Act") (if and so far as such provisions shall be applicable), to give, directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any purpose as is specified in section 151(1) and/or section 151(2) of the Act."

- 2 **THAT** the Articles of Association of the Company be amended by inserting the following new articles 6.4 to 6.7:

"Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this Article (to the effect that any provision contained in this Article shall override any other provision of these articles):

- 6.4 The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

6.4.1 is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or

6.4.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

6.4.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer or shares upon receipt 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 (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid 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 any valuable consideration or otherwise.

- 6.5 The directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institution (as defined in Article 6.4.1 above).
- 6.6 The lien set out in article 6.2, shall not apply to shares held by a Secured Institution (as defined in Article 6.4.1 above).
- 6.7 Any variation of this Article shall be deemed to be a variation of the rights of each class of share in the capital of the Company."

3 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the following documents referred to below which the Company is proposing to enter into and grant in connection with the acquisition by Rossendales Corporate Limited (the "**Buyer**") of 1185 ordinary B shares, 1 ordinary C share and 1 ordinary D share in the Company (the "**Acquisition**") (the Buyer, the Company and the Company's associated company, Rossendales Collect Limited ("**Collect**"), together the "**Group**"), be and are hereby approved and (notwithstanding any personal interest of any of the directors), the board of directors of the Company be and it is hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to complete and enter into such of the following documents to which the Company is or is to become a party:

- (a) a working capital facility letter to be made between the Company and Clydesdale Bank PLC trading as Yorkshire Bank (the "**Lender**") for the provision of working capital facilities in the maximum aggregate principal amount of £20,000 to the Company;
- (b) a debenture to be executed by the Company in favour of the Lender securing the obligations and liabilities of the Company to the Lender including under the Guarantee;
- (c) a debenture to be executed by the Company in favour of Michael Coatman (the "**Seller**") securing the obligations and liabilities due under the £1,771,626 fixed rate secured loan notes 2009 (the "**Loan Notes**");
- (d) a guarantee to be executed by the Group in favour of the Lender (the "**Guarantee**") securing the obligations from time to time of each and any member of the Group to the Lender;
- (e) a guarantee to be executed by the Company and Collect in favour of the Seller securing the obligations from time to time of the Buyer due to the Seller under the Loan Notes;

- (f) an intra group funding agreement to be made between the Buyer, the Company and Collect (including loans to be made by the Company to the Buyer on, or shortly after, the Completion Date in an aggregate amount not exceeding £1,500,000 (the "**Loans**"));
- (g) an intercreditor deed to be executed by the Buyer, the Company, Collect, the Lender, the Seller, Julie Green-Jones and Michael Shang; and
- (h) such other documentation and to take such action as may be required in order to carry out the matters referred to above,

together the "**Documents**".

- 4 **THAT** notwithstanding any provisions of the Articles of Association, the consideration payable for the entire issued share capital of the Company pursuant to agreements entered into between:

(a) Julie Green-Jones, Michael Shang and Rossendaes Corporate Limited; and

(b) Michael Coatman and Rossendaes Corporate Limited,

((a) and (b) being together the "**Agreements**") shall be as set out in the Agreements.

- 5 **THAT** the amendment to the Memorandum and Articles of Association of the Company, as set out in resolutions 1 and 2 above, be and is hereby approved.

- 6 **THAT** the statutory declaration in the Form 155(6)a (with the auditors' report attached thereto) setting out details (inter alia) of the Documents to which the Company is a party and the details of financial assistance (as defined by sections 151 to 158 (inclusive) of the Act) set out in the Declaration which the Company is proposing to give for the purpose of the Acquisition be and are hereby approved and that the Declaration, the Documents, the making of the Loans and the Acquisition be and are hereby approved and authorised by the members of the Company.

- 7 **THAT** notwithstanding that the entering into and granting of the Documents to which the Company is a party and the granting of the security and guarantees and performing the obligations thereunder and making the Loans 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 of the Documents to which it is party and accordingly, such entry and grant and the giving of such financial assistance is in the best interests of the Company and is approved.

- 8 **THAT** the giving of such financial assistance as set out in resolutions 4 and 5 above, be and is hereby approved and that the Company entering into and/or granting the Documents to which it is a party and making the Loans be and is hereby approved.



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Michael Coatman



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Julie Green-Jones