

Company No: 01867013

We certify this document as a true copy of the original

Eversheds LLP

Date *8/4/11*
EVERSHEDS LLP

The Companies Act 2006

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

passed as

WRITTEN RESOLUTIONS

of

FUERST DAY LAWSON (U.S.A.) LIMITED

(the "Company")

(Passed pursuant to section 288 the Companies Act 2006)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as ordinary resolutions as detailed below.

RESOLUTIONS

1. **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to the document listed in Appendix 1 to these resolutions (the "**Documents**") and perform its obligations and exercise its rights in relation to the Transaction.
2. **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution of such of the Documents to which it is to be party and all related matters
3. **That** the articles of association of the Company be amended by adding the following new Clause 15A immediately following the existing Clause 15:

"Clause 15A

Notwithstanding anything contained in these Articles, the Company and the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer.

- (a) is to any Secured Party; or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

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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 Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer 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 consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of its shares

For the purposes of this Article, "**Secured Party**" means any bank, financial institution, trust, fund or other entity to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf."

APPENDIX 1

Documents referred to above

1. a facility agreement to be entered into by: (1) Fuerst Day Lawson Holdings Limited (the "**Parent**"), (2) the subsidiaries of the Parent listed in Part 1 of Schedule 1 as original borrowers (together with the Company the "**Original Borrowers**"), (3) the subsidiaries of the Parent listed in Part 1 of Schedule 1 as original guarantors (together with the Company the "**Original Guarantors**"), (4) HSBC Bank plc, the Royal Bank of Scotland plc as agent for National Westminster Bank Plc and Barclays Corporate as mandated lead arrangers (whether acting individually or together the "**Arranger**"), (5) the financial institutions listed in Part 2 and Schedule 2 of Schedule 1 as lenders (the "**Original Lenders**"), (6) HSBC Bank plc as agent of the other Finance Parties (the "**Agent**"), and (7) HSBC Corporate Trustee Company (UK) Limited as security agent for the Finance Parties (the "**Security Agent**") (the "**Facility Agreement**") Under the terms of the Facility Agreement the Company would also be required to guarantee to each Finance Party (as defined in the Facility Agreement), inter alia, all obligations of the Parent and each other Obligor (as defined in the Facility Agreement) (from time to time) arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility pursuant to the terms of a guarantee contained in the Facility Agreement.
2. A debenture which is to be provided by the Company in favour of the Security Agent ("**Debenture**").

Dated 7/9/2011

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolutions.


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

Name of Shareholder

Signature

Date of Signature

Fuerst Day Lawson
Holdings Limited



7/9/11

Copy

Auditors

NOTES

1 Shareholders who wish to agree to such resolutions should signify their agreement in one of the following ways

- Sign and return this document to Eversheds House, Manchester, M1 5ES, marked for the attention of Alex Wright; or
- *Sign and return this document by fax to; or*
- *E-mail Alex Wright at alexanderwright@eversheds.com and attaching a scanned copy of the signed document to an email containing the subject "Written resolutions dated [DATE]"*

If you do not agree to the resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. If sufficient agreement is not received by the date being 28 days from 2011 then these resolutions will lapse and shareholders will not be able to indicate agreement after that date. If you agree to the resolutions please ensure your agreement reaches us before that date.
- 3 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Form of written resolution to be filed at Companies House under the 2006 Act
Company No: 01867013

The Companies Act 2006
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
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(Passed pursuant to section 288 the Companies Act 2006)

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RESOLUTIONS

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2. **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution of such of the Documents to which it is to be party and all related matters.
- 3 **That** the articles of association of the Company be amended by adding the following new Clause 12A immediately following the existing Clause .

"Clause 12A

Notwithstanding anything contained in these Articles, the Company and the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party; or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise 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 Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer 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 consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of its shares.

For the purposes of this Article, "**Secured Party**" means any bank, financial institution, trust, fund or other entity to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf."

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2. A debenture which is to be provided by the Company in favour of the Security Agent ("**Debenture**")

Signed


.....
Director/Secretary

Dated

7/9/ 2011

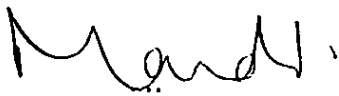
FUERST DAY LAWSON (U.S.A) LIMITED

(Company Number: 01867013)

**Devon House
58-60 St Katharine's Way
London
E1W 1JP**

I confirm that:

(i) a copy of the written resolutions were sent to the auditors of the Company at or before the time when they were supplied to the members for signature in accordance with section 300B(2) of the Companies Act 2006

A handwritten signature in black ink, appearing to read 'Mandl'.

Director/~~Secretary~~