

COMPANY NUMBER: 2437245

**AVENT GROUP LIMITED
(THE "COMPANY")**

WRITTEN RESOLUTION



Except as otherwise defined herein and except where the context otherwise requires, all words and expressions which are defined in:

1. a senior facilities agreement dated on or about the date hereof entered into between, amongst others, Avent Holdings Limited, Avent Finance Limited as borrower and Mizuho Corporate Bank, Ltd. (in various capacities) (the "Senior Facilities Agreement" which expression shall include such agreement as assigned, transferred, modified, amended, novated, supplemented, extended, restated and/or replaced from time to time including, without limitation, any increase or variation in the amount of any facility made available under such agreement); and
2. a mezzanine facility agreement dated on or about the date hereof entered into between, amongst others, Avent Holdings Limited, Avent Finance Limited as borrower and Mizuho Corporate Bank, Ltd. (in various capacities) (the "Mezzanine Facility Agreement" which expression shall include such agreement as assigned, transferred, modified, amended, novated, supplemented, extended, restated and/or replaced from time to time including, without limitation, any increase or variation in the amount of any facility made available under such agreement),

shall have the same respective meanings when used in this written resolution.

We, the undersigned, being the sole member of the Company entitled to attend and vote at any general meeting of the Company agree, pursuant to article 15 of the Company's articles of association, that the following written resolutions be passed and have effect as special resolutions; that:

1. The terms of, and the transactions contemplated by, the documents listed below are approved.
2. The Company be authorised to enter into the following:
 - (a) the Senior Facilities Agreement in order to guarantee certain liabilities of the Obligors (as defined in the Senior Facilities Agreement) to the Finance Parties on the terms of a guarantee (the "Senior Guarantee") contained in the Senior Facilities Agreement;
 - (b) the Mezzanine Facility Agreement in order to guarantee certain liabilities of the Obligors (as defined in the Mezzanine Facility Agreement) to the Finance Parties on the terms of a guarantee (the "Mezzanine Guarantee") contained in the Mezzanine Facility Agreement;
 - (c) an intercreditor agreement dated on or about the date hereof between the Finance Parties, the Mezzanine Finance Parties, Avent Holdings Limited (the "Parent"), the Senior Creditors, the Mezzanine Creditors, the Subordinated Creditors, Mizuho Corporate Bank, Ltd. (in various capacities), the PIK Finance Parties and the Investors, amongst others, (each as defined therein) (the "Intercreditor Deed") which (amongst other things) governs the priorities between the Finance

Parties, the Mezzanine Finance Parties, the Security Trustee, the PIK Finance Parties and the Investors.

- (d) a debenture ("the **Debenture**") in favour of Mizuho Corporate Bank, Ltd. (the "**Security Trustee**") as security trustee for and on behalf of the Secured Parties (as defined in the Intercreditor Agreement), pursuant to which it will charge the whole of its property, assets and undertaking to the Security Trustee to secure its liabilities under the Senior Facilities Agreement, the Mezzanine Facility Agreement, and the other Finance Documents (as defined in the Debenture);
- (e) a share pledge governed by the laws of Illinois (the "**US Share Pledge**") in favour of Mizuho Corporate Bank, Ltd as security trustee for the Secured Parties (as defined in the Intercreditor Agreement), pursuant to which it will charge all of its shares; and
- (f) an intra group loan agreement (the "**Intra Group Loan Agreement**") between Avent Finance Limited (the "**Purchaser**"), the Company, and Cannon Rubber Limited (collectively the "**Targets**") under which the Targets would agree to make loans to the Purchaser in such amounts as would from time to time be required by the Purchaser in order to meet its payment obligations under the Senior Facilities Agreement, the Mezzanine Facility Agreement and to fund the payment of other costs and/or expenses incurred in connection with the Acquisition;

as well as all other Finance Documents to which the Company is a party (the "**Documents**").

- 3. The execution, delivery and performance of the Documents (together with any ancillary documents referred to therein and any amendments or variations to the Documents of a non-substantial nature as may be considered necessary) is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof.
- 4. Each of the Directors of the Company be authorised on behalf of the Company to execute the Documents.
- 5. Subject to compliance with Sections 155 to 158 of the Companies Act 1985 (the "**Act**") the Company be authorised to give the financial assistance (falling within the definition contained in sections 151-152 of the Act) in connection with the acquisition by Avent Finance Limited (the "**Purchaser**") of the entire issued share capital of the Company.
- 6. Subject to compliance with Sections 155 to 158 of the Act, the giving by Cannon Rubber Limited (one of the Company's subsidiaries) of financial assistance (falling within the definition contained in Sections 151-152 of the Act) in connection with the acquisition by the Purchaser of the entire issued share capital of the Company be approved.
- 7. The execution, delivery and performance by the board of directors of Cannon Rubber Limited (one of the Company's subsidiaries):
 - (a) Senior Guarantee;
 - (b) Mezzanine Guarantee;
 - (c) Intercreditor Deed;
 - (d) Debenture;
 - (e) US Share Charge; and

8. Any act done or document executed pursuant to any of the foregoing paragraphs of this resolution shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions).

Signed:

Date:

30/6/05