

Cheval Bridging Finance Limited
(the Company)

Company No. 04430986

Companies Act 2006

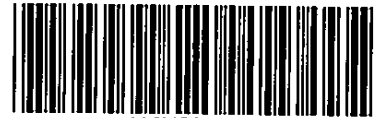
Written Resolutions of the Sole Member

(Proposed by the directors of the Company)

Circulation Date.

1 February
2011

TUESDAY



A08 15/02/2011 291
COMPANIES HOUSE

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the board of directors propose that the resolutions set out below be submitted to the sole member of the Company as written resolutions (the Resolutions)

Resolutions

- 1 "That the Company enter into.
 - i a senior revolving facility agreement between the Company (1), Flexinet Limited (2) and Clydesdale Bank Plc (Clydesdale) (3);
 - ii an ancillary facility agreement between The Company (1) and Clydesdale (2),
 - iii. an intercreditor deed between Clydesdale (1), Heleni Investments Limited (2), The Greater London Finance Company Limited (3), Asher Kugler (4), the Company (5) Flexinet Limited (6) and others (7);
 - iv a debenture between the Company (1) and Clydesdale (2),
 - v a certificate to be provided by a director of the Company to Clydesdale pursuant to which the Company confirms, amongst other things, the names and positions of the people who have been authorised to execute the above documents, together with a specimen of such person's signatures and whereby the Company further confirms that the borrowing or guaranteeing or securing (as appropriate) of the Commitment (as defined in the Facility Agreement) will not cause any borrowing, guarantee, security or similar limit binding on the Company to be exceeded.each in the draft form attached to the Resolutions (the Finance Documents.)"
- 2 "That the terms of, and the transactions contemplated by, the Finance Documents to which the Company is a party are approved."
- 3 "That as a special resolution, those provisions of paragraph 3 of the Memorandum of Association of the Company which are now deemed as incorporated in the Company's

Articles of Association pursuant to the Companies Act 2006, be amended so that the following wording be added to the end of paragraph (E).

"To enter into indemnities in favour of third parties in such terms as considered necessary or convenient for the purposes of its business.""

4. "That as a special resolution, the Articles of Association of the Company be amended so that the following wording be included as a new paragraph 18.

18 "Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article 18 (to the effect that any provision contained in this Article 18 shall override any other provision of these Articles)

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

18.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a Secured Institution), or

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

18.1.3 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 of 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.

18.2 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 Institutions (as defined in Article 18.1 above) ""

AGREEMENT

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

The undersigned, being the entity entitled to vote on the Resolutions on *1 February* 2011, hereby irrevocably agrees to the Resolutions:


.....

Flexinet Limited

(acting by a duly authorised director)

2nd February 2011
.....

Date of Signature

NOTES

1. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only one of the Resolutions. If you agree with all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods.
 - By Hand delivering the signed copy to Allan Kay, 2nd Floor, Meridien House, 69-71 Clarendon Road, Hertfordshire WD17 1DS
 - Post. returning the signed copy by post to Allan Kay 2nd Floor, Meridien House, 69-71 Clarendon Road, Hertfordshire WD17 1DS.
- 2 If you do not agree to all of the Resolutions you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to all of the Resolutions, you may not revoke your agreement
- 4 Unless, by the date that is 28 days after the date of circulation of the Resolutions, sufficient agreement has been received for all of the Resolutions to pass, it will lapse. If you agree to all of the Resolutions, please ensure that your agreement reaches us before or during this date.
- 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

COMPANIES ACTS, 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

COMPANIES HOUSE

CHEVAL BRIDGING FINANCE LIMITED

(Adopted pursuant to a Special Resolution of the sole shareholder passed on 2nd February 2011)

PRELIMINARY

- 1 The Company shall be a private company within the meaning of the Companies Act, 1985 (hereinafter referred to as "the Act") and subject as hereinafter provided by the regulations contained in The Companies (Tables A to F) Regulations 1985 as in force at the date of incorporation of the Company Such regulations (hereinafter referred to as "Table A") shall apply to the Company
- 2 Regulations 60, 61, 64, 73, 74, 75, 81(e), 89, 94, 95, 96, 97 and 98 of Table A shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company

GENERAL MEETINGS

- 3 In every notice calling a General Meeting of the Company there shall prominently appear a statement that a member who is entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of that member and that the proxy need not be a member of the Company Every notice calling a General Meeting of the Company shall also be sent to the current Auditors of the Company
- 4 One member may constitute a quorum where the Company is a single member company

AUDITORS

- 5 The appointment of an auditor shall be subject to the regulations concerning exemption from such an appointment where the relevant criteria as defined by the Act are met

SHARE CAPITAL

- 6 The Company is a private company limited by shares, within the meaning of the Act
- 7 The directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original share in the capital of the company to such persons at such time and on such conditions as they think fit, subject to the provisions of Articles 8 and 9 hereof and provided that no share shall be issued at a discount

- 8 Subject to any direction to the contrary that may be given by the Company in general meeting , any original shares for the time being unissued and any new shares from time to time to be created, shall, before they are issued, be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed declined, and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company The provisions of section 89 of the Act shall have effect only insofar as they are not inconsistent with this Article
- 9 A member desiring to transfer shares otherwise than to a person who is already a member of the Company shall give notice in writing of such intention to the Directors of the Company giving particulars of the share in question The directors as agents for the member giving such notice may dispose of such shares or any of them to members of the Company at a price to be agreed between the transferor and the Directors, or failing agreement, at a price fixed by the Auditors of the Company as the fair value thereof If within twenty-eight days from the date of the said notice the Directors are unable to find a member or members willing to purchase all such shares, the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice Where the Company has no auditor an individual or body eligible for appointment as an auditor as per the Companies Act shall be chosen to fix the price

APPOINTMENT OF DIRECTORS

- 10 The first director or directors of the Company shall be determined in writing by the subscriber(s) to the Memorandum of Association, pursuant to section 10 of the Act
- 11 Unless otherwise determined by ordinary resolution, the numbers of directors (other than alternate directors) shall not be subject to any maximum, but shall be not less than one
- 12 A person may be appointed a director of the Company notwithstanding that he has attained the age of seventy years and no directors shall be liable to vacate the office by reason only of his having attained that age or any other age
- 13 Without prejudice to the provisions of the Companies Act 2006, the Company may by ordinary resolution or, where the Company has only one member by written resolution, and (in either case) without notice, remove a director before the expiry of his period of office Such removal is without prejudice to any claim such director may have for breach of any contract of service between him and the Company

PROCEEDINGS OF DIRECTORS

- 13A A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration
- 14 The necessary quorum for the transaction of the business of the directors may be fixed by them and unless so fixed, shall be two, except when one director is in office A person who holds

office only as an alternate director shall, if his appointer is not present, be counted in the quorum

- 15 The directors may exercise all of the powers mentioned in the Memorandum of Association part 3

SECRETARY

- 16 The first secretary of the Company shall be determined in writing by the subscriber(s) to the Memorandum of Association, pursuant to Section 10 of the Act

SEAL

- 17 In accordance with the provisions of the Act the Company need not have a seal. If it does have a seal Regulation 101 of Table A shall apply

TRANSFER TO A SECURED INSTITUTION

- 18 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article 18 (to the effect that any provision contained in this Article 18 shall override any other provision of these Articles),

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

- 18.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("a **Secured Institution**"), or

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

- 18.1.3 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 of 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

- 18.2 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 Institutions (as defined in Article 18.1 above)

Name and Address of Subscriber -

NORMAN YOUNGER
39a Leicester Road
Salford
M7 4AS

Accountant

Dated 02052002

APPENDIX TO ARTICLES

- 1 The Company's name is CHEVAL BRIDGING FINANCE LIMITED
- 2 The registered office of the company will be situated in England and Wales
- 3 The objects for which the company is established are
 - (A) To trade as a general commercial company
 - (B) To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried out in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects
 - (C) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant, and machinery necessary or convenient for the business of the Company or to join with any person, firm or company in doing any of the things aforesaid
 - (D) To purchase, take on lease, exchange, hire or otherwise acquire for any estate or interest any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business
 - (E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock (whether perpetual or not) and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the undertaking property and assets of the Company, both present and future, including its uncalled capital To enter into indemnities in favour of third parties in such terms as considered necessary or convenient for the purposes of its business
 - (F) To apply for, purchase or otherwise acquire any patents, licences and the like, conferring any exclusive or non-exclusive or limited right of use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any rights and information so acquired
 - (G) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks or securities of any other company having objects wholly or in part similar to the objects of the Company or carry on any business capable of being conducted so as directly or indirectly to benefit the Company
 - (H) To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting, or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks, and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon

- (I) To invest and deal with monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities
- (J) To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies and to charge any properties or property of the Company in support of any guarantee or to secure the debts or obligations, contracts or engagements of any other company or person
- (K) To enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges which may seem conducive to the Company's objects or any of them, or to obtain or to endeavour to obtain, any provisional order of the Board of Trade, or any Act or Acts of Parliament for the purposes of the Company or any other company
- (L) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company
- (M) To establish or support or aid in the establishment and support of associations, institutions, clubs, funds, trusts, and schemes calculated to benefit the officers, ex-officers, employees or ex-employees of the Company or of any subsidiary, allied or associated company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects
- (N) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular for shares, stock or securities of any other company formed or to be formed
- (O) To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company
- (P) To pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company
- (Q) To remunerate any person, firm or company rendering services to the company in such manner as may be thought expedient
- (R) To draw, accept, endorse, negotiate, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments
- (S) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction, (if any) for the time being required by law
- (T) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such

purchase of acquisition and to undertake any liabilities or obligations, relating to the business or property so purchased or acquired

- (U) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise
 - (V) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them
- 4 The liability of the members is limited
 - 5 The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting return of capital or otherwise as the Company may from time to time determine. The rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association

Dated 02052002