

CS  
Company No. 05257340

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

of

ALCONTROL HOLDINGS (UK) LIMITED

(the "Company")

We, ALcontrol Invest (UK) Limited, being the sole eligible member who at the circulation date of these resolutions would have been entitled to vote on the resolutions, RESOLVE, in accordance with Chapter 2, Part 13 of the Companies Act 2006 (the "2006 Act"), to pass the following resolutions which have been proposed in the case of resolution 1, as an ordinary resolution and in the case of resolutions 2 - 9, as special resolutions:

ORDINARY RESOLUTION

IT IS HEREBY RESOLVED that:

1. We hereby approve the proposed restructuring (the "Restructuring") as described in the restructuring and lock up agreement dated 7 October 2009 between, amongst others, the Company, the Participating Senior Lenders, the New Money Facility Lender, the Agent, the PIK Agent and the Security Agent (each as defined therein) (the "Restructuring Agreement"); and approve the entry into and execution of, and the terms of and transactions contemplated by (a) the documents listed in Schedule 1 to these resolutions to which the Company is to be a party (together with the Restructuring Agreement, each a "Restructuring Document") and (b) all notices, instructions, certificates and other documents (including any powers of attorney) incidental to a Restructuring Document (the "Incidental Documents" and together with the Restructuring Documents, the "Documents").

SPECIAL RESOLUTION

THAT:



2. ~~the articles of association attached be adopted as the new articles of association of the Company to the exclusion of and in substitution for the existing articles of association of the Company.~~

**THAT:**

3. With effect from the date hereof:
- 3.1 any action taken by any Interested Director (as defined below) in relation to the Restructuring or any Document to which the Company is a party be hereby approved, ratified and confirmed in all respects;
- 3.2 no authorisation of the board of directors of the Company shall be required in order to pre-authorise any such action (the Special Resolutions described in this paragraph 3.13.2, together with the immediately preceding paragraph 3.1, being the **"Shareholder Authorisations"**);
- 3.3 notwithstanding the Shareholder Authorisations, the board of directors of the Company shall nevertheless be entitled to give such pre-authorisations as they think fit relating to matters giving rise to actual or potential conflicts of directors' interests according to the following provisions; and
- 3.4 for the purposes of the immediately preceding paragraph 3.3, each and all Interested Directors (as defined below (if any)) shall be counted towards the quorum of any meeting convened by the board of directors to give such pre-authorisations (the Special Resolution described in this paragraph 3.4 being the **"Quorum Resolution"**).

4. **Directors' interests in the present transaction**

A director shall be authorised for the purposes of section 175 of the 2006 Act to act or continue to act as a director of the Company notwithstanding any actual or potential conflicts of his/her interests arising from the Restructuring required by any Document to which the Company is a party.

5. **Directors' interests in group companies**

- 5.1 A director shall be authorised for the purposes of section 175 of the 2006 Act to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he also:
- (i) holds office as a director of any other group company;
  - (ii) holds any other office or employment with any other group company;
  - (iii) participates in any scheme, transaction or arrangement for the benefit of the employees or former employees of the Company or any other group company

(including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme); or

- (iv) is interested directly or indirectly in any shares in, debentures in (or any rights to acquire shares or debentures) or guarantees of the Company or any other group company,

such director being an **"Interested Director"**.

**6. Directors' interests other than in relation to transactions or arrangements with the Company - authorisation under section 175 of the 2006 Act**

6.1 The board may authorise any matter proposed to it which would, if not so authorised, and if the Shareholder Authorisations had not been given, involve a breach of duty by a director under section 175 of the 2006 Act.

6.2 Subject to the Quorum Resolution, any authorisation under clause 6.1 will be effective only if:

- (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and
- (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

6.3 For the purposes of clause 6.2 above, the board may give any authorisation under clause 6.1 upon such terms as it thinks fit. The board may vary or terminate any such authorisation at any time.

6.4 For the purposes of clauses 5 to 8 inclusive, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.


**7. Declaration of interests in proposed or existing transactions or arrangements with the Company**

7.1 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement.

7.2 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under clause 7.1.

- 7.3 Any declaration required by clause 7.1 may (but need not) be made at a meeting of the directors or by notice in writing in accordance with section 184 of the 2006 Act or by general notice in accordance with section 185 of the 2006 Act. Any declaration required by clause 7.2 must be made at a meeting of the directors or by notice in writing in accordance with section 184 of the 2006 Act or by general notice in accordance with section 185 of the 2006 Act.
- 7.4 If a declaration made under clause 7.1 or 7.2 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under clause 7.1 or 7.2, as appropriate.
- 7.5 A director need not declare an interest under clauses 5 to 8 inclusive:
- (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (ii) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware);
  - (iii) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose under the articles of association of the Company; or
  - (iv) if the director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware).
8. **Ability to enter into transactions and arrangements with the Company notwithstanding interest**
- 8.1 Subject to the provisions of the 2006 Act and provided that he has declared the nature and extent of any direct or indirect interest of his in accordance with clauses 5 to 8 inclusive or where clause 7.5 applies and no declaration of interest is required or where clause 5.1 applies, a director notwithstanding his office:
- (i) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
  - (ii) may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor), and in any such case on such terms as to remuneration and otherwise as the board may decide; or
  - (iii) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested.

9. For the purposes of clauses 5 to 8 inclusive, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. Clauses 5 to 8 inclusive apply to an alternate director as if he were a director otherwise appointed.

Signed   
Name: D CRUDDALE  
For and on behalf of ALcontrol Invest (UK) Limited  
Dated: 17 NOVEMBER 2009

**NOTES:**

1. The circulation date of this resolution is 17 NOVEMBER 2009. This resolution has been sent to eligible members who would have been entitled to vote on the resolution on this date. Only such eligible members (or persons duly authorised on their behalf) should sign this resolution.
2. An eligible member can signify his or its agreement to the resolution by signing the resolution and by either delivering a copy of the signed resolution to David Humphreys by hand or by sending a copy of the signed resolution in hard copy form by post to David Humphreys by fax to +44 (0) 1244 528 701 or by e mail to David.Humphreys@alcontrol.com. An eligible member can also signify his or its agreement to the resolution by sending an e mail from his or its e mail address held by the Company for such purposes to David Humphreys at David.Humphreys@alcontrol.com identifying the resolution and indicating his agreement to such resolution.
3. This resolution must be passed by 14 DECEMBER 2009. If the resolution is not passed by such date it will lapse. The agreement of a member to this resolution is ineffective if signified after this date.

A copy of this resolution has been sent to the auditors.

<b>PRINCIPAL FINANCE DOCUMENTS</b>	
1.	Second amendment and restatement deed between, amongst others, ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited, ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited, ALcontrol Holdings (Netherlands) B.V., ALcontrol Holland B.V., ALcontrol B.V., ALcontrol Food B.V., AlControl Holdings (Sweden) AB, ALcontrol Sweden AB, ALcontrol AB, New Security Agent, New Senior Agent and Mezzanine Agent (each as defined therein) amending and restating the Senior Facilities Agreement and Intercreditor Agreement (each as defined therein) (the " <b>Second Amendment and Restatement Deed</b> ")
2.	Mezzanine Facilities Agreement between, amongst others, ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited, ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited, ALcontrol Holdings (Netherlands) B.V., ALcontrol Holland B.V., ALcontrol B.V., ALcontrol Food B.V., AlControl Holdings (Sweden) AB, ALcontrol Sweden AB, ALcontrol AB and Wilmington Trust (London) Limited (Security Agent) and Mezzanine Facility Lender (the " <b>Mezzanine Facilities Agreement</b> ")
<b>SECONDARY FINANCE DOCUMENTS</b>	
3.	Deed of Discharge of Original Investors obligations under the Intercreditor Agreement between, amongst others, ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited, ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited, ALcontrol Holdings (Netherlands) B.V., ALcontrol Holland B.V., ALcontrol B.V., ALcontrol Food B.V., AlControl Holdings (Sweden) AB, ALcontrol Sweden AB, ALcontrol AB and the Security Agent
4.	Resignation letter from ALcontrol Invest (UK) Limited as Borrower and Guarantor under the Original Senior Facilities Agreement and Intercreditor Agreement
5.	Escrow agreement between ALcontrol Invest (UK) Limited, ALcontrol Group Holdings Limited, ALcontrol Candover Invest Limited, Candover Partners Limited and Travers Smith LLP
<b>SECURITY DOCUMENTS</b>	
6.	Parent-Holdings Intercompany Loan Assignment Agreement between ALcontrol Invest (UK) Limited and ALcontrol Holdings (UK) Limited
7.	Deed of Partial Release of security over Intercompany Loans between Security Agent, ALcontrol Group Holdings Limited, ALcontrol Invest (UK) Limited, ALcontrol Financial Limited, ALcontrol Holdings Limited and ALcontrol UK Limited
8.	Master Deed of Release in respect of: (i) share pledge over shares in AlControl Holdings (Sweden) AB; (ii) share pledge over shares in ALcontrol Holdings (Netherlands) B.V.; (iii) assets owned by ALcontrol Invest (UK) Limited under English-law governed fixed and floating charge; and (iv) ALcontrol Group Holdings Limited English-law governed fixed and floating charge entered into by Credit Suisse London Branch (as Security Agent) in favour of ALcontrol Group Holdings Limited, ALcontrol Holdings (Netherlands) B.V. and ALcontrol Invest (UK) Limited

9.	English law governed fixed and floating charge, granted by ALcontrol Holdings (UK) Limited, ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited and the Security Agent
10.	Dutch law governed pledge granted by ALcontrol Holdings (Netherlands) B.V. over 100 per cent. of the shares in ALcontrol Holland B.V., between ALcontrol Holland B.V., ALcontrol Holdings (Netherlands) B.V. and the Security Agent
11.	Dutch law governed share pledge granted by ALcontrol Holland B.V. over 100 per cent. of the shares in ALcontrol B.V., between ALcontrol B.V., ALcontrol Holland B.V. and the Security Agent
12.	Dutch law governed share pledge granted by ALcontrol Holland B.V. over 100 per cent. of the shares in ALcontrol Food B.V., between ALcontrol Food B.V., ALcontrol Holland B.V. and the Security Agent
13.	Dutch law governed share pledge granted by ALcontrol Holland B.V. over 100 per cent. of the shares in Opinion International B.V., between Opinion International B.V., ALcontrol Holland B.V. and the Security Agent
14.	Swedish law governed share pledge over 100 per cent. of the shares in AlControl Holdings (Sweden) AB by ALcontrol Group Limited between AlControl Holdings (Sweden) AB, ALcontrol Group Limited as pledgor and the Secured Parties represented by the Security Trustee (as defined therein)
15.	Swedish law governed share pledge granted by AlControl Holdings (Sweden) AB over 100 per cent. of the shares in ALcontrol Sweden AB between ALcontrol Sweden AB, AlControl Holdings (Sweden) AB as pledgor and the Secured Parties represented by the Security Trustee (as defined therein)
16.	Swedish law governed share pledge granted by ALcontrol Sweden AB over 100 per cent. of the shares in ALcontrol AB between ALcontrol AB, ALcontrol Sweden AB as pledgor and the Secured Parties represented by the Security Trustee (as defined therein)
17.	Swedish law pledge agreement in respect of a trademark between ALcontrol AB as pledgor and the Secured Parties represented by the Security Trustee (as defined therein)
18.	Swedish law governed business mortgage pledge agreement between ALcontrol AB as pledgor and the Secured Parties represented by the Security Trustee (as defined therein)
19.	Swedish law security and confirmation agreement between the Obligors and the Security Trustee (each as defined therein)
20.	Deed of Waiver in respect of releasing the share pledge over shares in ALcontrol Holdings (Netherlands) B.V. between ALcontrol Invest (UK) Limited, ALcontrol Holdings (Netherlands) B.V. and the Security Agent
<b>ANCILLARY SECURITY DOCUMENTS</b>	
21.	Notice from ALcontrol Invest (UK) Limited to Security Agent requesting release of security over intercompany loans
22.	Security confirmation and contract transfer agreement(s) in respect of the change of Security Agent, entered into by, amongst others, ALcontrol Holdings (Netherlands) B.V., Alcontrol Holland B.V., Alcontrol Food B.V., Alcontrol B.V. and Opinion International B.V. in favour of the Security Agent
23.	Dutch confirmation letter concerning contract transfer between ALcontrol Holdings (Netherlands) B.V., ALcontrol Holland B.V., ALcontrol B.V., ALcontrol Food B.V. and the Security Agent

<b>CAPITALISATION</b>	
24.	Eurobond Subscription and Release Agreement between ALcontrol Candover Invest Limited and certain Candover investors
25.	Deep Discount Bond Subscription and Release Agreement between ALcontrol Invest (UK) Limited and certain Candover investor
26.	Hedging and RCF Subscription, Put Option and Release Agreement between ALcontrol Invest (UK) Limited, ALcontrol Group Holdings Limited, ALcontrol Investors (Luxembourg) S.à r.l., the Senior Agent and the Security Agent
27.	PIK Subscription, Put Option and Release Agreement between ALcontrol Invest (UK) Limited, ALcontrol Group Holdings Limited, the PIK Lenders, the Senior Agent and the Security Agent
<b>INTERCOMPANY ARRANGEMENTS</b>	
28.	Debt Reorganisation Deed relating to Intra-Group Loans between ALcontrol Group Holdings Limited, ALcontrol Holdings Limited, ALcontrol Holdings (UK) Limited, ALcontrol Invest (UK) Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Trustee Company Limited, ALcontrol B.V., ALcontrol Holland B.V., ALcontrol Holdings (Netherlands) B.V., ALcontrol Holdings (Sweden) AB and ALcontrol Candover Invest Limited
29.	Intra-group Loan Agreement between ALcontrol Holdings Limited and ALcontrol Group Holdings Limited
30.	Intra-group Loan Agreement between ALcontrol Financial Limited and ALcontrol Group Holdings Limited
31.	Intra-group Loan Agreement between ALcontrol UK Limited and ALcontrol Group Holdings Limited
32.	Intra-group Loan Agreement between ALcontrol Group Holdings Limited and ALcontrol Trustee Company Limited
33.	Intra-group Loan Agreement between ALcontrol B.V. and ALcontrol Group Holdings Limited
34.	Intra-group Loan Agreement between ALcontrol B.V. and ALcontrol Invest (UK) Limited
35.	Intra-group Loan Agreement between ALcontrol Group Holdings Limited and ALcontrol Holdings (UK) Limited
36.	Intra-group Loan Agreement between ALcontrol Group Holdings Limited and ALcontrol Holland B.V.
37.	Intra-group Loan Agreement between ALcontrol Group Holdings Limited and ALcontrol Holdings (Netherlands) B.V.
38.	Intra-group Loan Agreement between ALcontrol Group Holdings Limited and ALcontrol Holdings (Sweden) AB
39.	Intra-group Loan Agreement between ALcontrol Invest (UK) Limited and ALcontrol Financial Limited
40.	Intra-group Loan Agreement between ALcontrol Invest (UK) Limited and ALcontrol UK Limited
41.	Intra-group Loan Agreement between ALcontrol Financial Limited and ALcontrol Candover Invest Limited
42.	Intra-group Loan Agreement between ALcontrol UK Limited and ALcontrol Candover Invest Limited
43.	Inter-company Loan Agreement between ALcontrol Investors (Luxembourg) S.à r.l. and ALcontrol Holdings (UK) Limited, ALcontrol Holdings



	(Netherlands) B.V. and AlControl Holdings (Sweden) AB
44.	Novation Agreement relating to novation of Alcontrol Netherlands Intercompany Loan to ALcontrol Investors (Luxembourg) S.à r.l. for €1 between ALcontrol Candover Invest Limited, ALcontrol Investors (Luxembourg) S.à r.l. and ALcontrol Holdings (Netherlands) B.V.
45.	Accession Deed for ALcontrol Trustee Company Limited to accede to the Intercreditor Agreement as an Intercompany Borrower between ALcontrol Trustee Company Limited and the Security Agent
46.	Accession Deed for ALcontrol B.V. to accede to the Intercreditor Agreement as an Intercompany Borrower between ALcontrol B.V., Security Agent and ALcontrol Invest (UK) Limited
<b>INTERCOMPANY RECAPITALISATION</b>	
47.	Transfer Certificate of Unsustainable Senior Debt and Unsustainable RCF Debt between, amongst others, Senior Existing Lenders and ALcontrol Invest (UK) Limited
48.	Transfer Certificate in respect of Facility D Debt between, amongst others, ALcontrol Investors (Luxembourg) S.à r.l. , ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited and Facility D Lender
49.	Novation Deed in relation to Sustainable Hedging Debt between, amongst others, ALcontrol Holdings (UK) Limited, ALcontrol Invest (UK) Limited, Credit Suisse International and Credit Suisse London Branch
50.	Novation Agreement in relation to Sustainable RCF Debt between, amongst others, ALcontrol Holdings (UK) Limited, ALcontrol Invest (UK) Limited, Credit Suisse International and Credit Suisse London Branch
51.	Assignment Agreement in relation to Unsustainable Hedging Debt between, amongst others, Credit Suisse International, ALcontrol Invest (UK) Limited, ALcontrol Investors (Luxembourg) S.à r.l., Credit Suisse, London Branch (as Agent) and Wilmington Trust (London) Limited (as PIK Agent)
<b>CORPORATE DOCUMENTS</b>	
52.	Employment contracts between Simon Gibbs and ALcontrol Holdings (UK) Limited and David Cruddace and ALcontrol Holdings (UK) Limited
53.	Sale and Purchase Agreement between ALcontrol Invest (UK) Limited, ALcontrol Investors (Luxembourg) S.à r.l. , ALcontrol Group Holdings Limited and ALcontrol Candover Invest Limited
54.	Share for Share Exchange Agreement between ALcontrol Investors (Luxembourg) S.à r.l. and ALcontrol Group Limited
55.	Notarial deed to effect the transfer of ALcontrol Holdings (Netherlands) B.V. under the Share for Share Exchange Agreement
56.	Notarial deed to effect the transfer of ALcontrol Holdings (Netherlands) B.V. under the Sale and Purchase Agreement
57.	ALcontrol Group Holdings Limited formalities certificate
58.	ALcontrol Invest (UK) Limited formalities certificate
59.	ALcontrol Holdings (UK) Limited formalities certificate
60.	ALcontrol Holdings Limited formalities certificate
61.	ALcontrol Financial Limited formalities certificate

62.	ALcontrol UK Limited formalities certificate
63.	ALcontrol Netherlands Limited formalities certificate
64.	AlControl Holdings (Sweden) AB formalities certificate
65.	ALcontrol Sweden AB formalities certificate
66.	ALcontrol AB formalities certificate
67.	ALcontrol Holdings (Netherlands) B.V. formalities certificate
68.	ALcontrol Holland B.V. formalities certificate
69.	ALconrol Food B.V. formalities certificate
70.	ALcontrol B.V. formalities certificate
71.	ALcontrol Trustee Company Limited formalities certificate
72.	Geochem Group Ltd formalities certificate
73.	Poroperm Geochem Ltd formalities certificate
74.	SP Shutler Associates Ltd formalities certificate
75.	ALcontrol Ltd formalities certificate
76.	Microtech Food Laboratories Ltd formalities certificate
77.	Technichem Laboratories Ltd formalities certificate
78.	E.U.S. Ltd formalities certificate
79.	Opinion International B.V. formalities certificate
80.	Opinion Market Survey B.V. formalities certificate
<b>OTHER DOCUMENTS</b>	
81.	Notice from, amongst others, ALcontrol Group Holdings Limited, ALcontrol Invest (UK) Limited and Alcontrol Candover Invest Limited to ALcontrol Financial Limited directing payment of the Candover Monies into an escrow account held by Travers Smith LLP.
82.	Irrevocable payment instruction from ALcontrol Financial Limited to Fortis Bank S.A/NV, UK Branch in relation to payment of costs and expenses relating to the Financial Restructuring.
83.	Invest-Holdings Intercompany Loan Agreement between ALcontrol Holdings (UK) Limited (as borrower) and ALcontrol Invest (UK) Limited (as Lender).
84.	Utilisation request to be delivered by ALcontrol Invest (UK) Limited under the Senior Facilities Agreement
85.	Consent request to be delivered by ALcontrol Invest (UK) Limited to the Agent under the Senior Facilities Agreement.
86.	Side letter in relation to the D&O Cover sent from ALcontrol Holdings (UK) Limited to Candover Partners Limited, ALcontrol Group Holdings Limited and ALcontrol Invest (UK) Limited.
87.	A copy of all notices and Powers of Attorney required to be sent under the Security Documents executed by the relevant Obligor.

88.	Any amendments to the Finance Documents (as defined in the Senior Facilities Agreement and Mezzanine Facilities Agreement (as mentioned above))
-----	---