

The Companies Act 2006
Resolutions of Members
VSG Group Ltd
(Company Number: 6182467)

TUESDAY



We, the undersigned, being members of the Company having the right to vote at general meetings or authorised agents of such members, signify our assent to the passing of the resolutions set out below pursuant to Chapter 2, Part 13 of the Companies Act 2006 to the effect that such resolutions shall be deemed to be as effective as if they had been passed at a general meeting of the Company duly convened and held

Special Resolutions

1 That the Articles of Association of the Company be and hereby are amended as follows

1 1 In Article 2 1 for the definition of "Senior Shareholders" shall be substituted

Each of William Roy Muskin, Robert Keith Lindsay Francis, Robert John Hones, Leon Keith Lyford Barwell and in each case their Permitted Transferees,

1 2 For Article 10 5 there shall be substituted

A transfer of shares may be made to any person with the prior written consent of the (i) Investor and (ii) Shareholders (which may include the Investor) holding in aggregate not less than one hundred percent (100%) of the voting rights attached to the issued share capital of the Company at the time when such consent is given

1 3 For Article 11 4 there shall be substituted

11 4 1 Bad Leaver

Whenever any Senior Shareholder ceases to be an Employee Shareholder in circumstances where he is a Bad Leaver, the Transfer Price shall be the lower of the amount paid up (or credited as paid up) in respect of any nominal value and any share premium (including any capital contribution), or the Fair Value, of the Relevant Shares and those shares held by the Senior Shareholder

11 4 2 Good Leaver

Whenever any Senior Shareholder ceases to be an Employee Shareholder in circumstances where he is a Good Leaver, the Transfer Price shall be the higher of the amount paid up (including any capital contribution) in respect of any nominal value and any share premium and the Fair Value agreed or certified by the Independent Expert as the case may be in accordance with Article 11 3

1 4 For Article 13 1 there shall be substituted

13 1 Cessation of employment

Whenever

13 1 1 any Employee Shareholder ceases to be an employee or director of the Company or its subsidiaries and does not continue in that capacity in relation to any of them (for any reason including death), or

13 1 2 the Employee Shareholder being a Senior Shareholder has been incapacitated because of illness, injury or some other reason from attending

to his duties for more than 180 days in any period of 365 days (ignoring any return to work of less than 28 days)

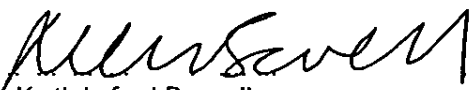

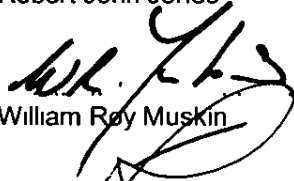

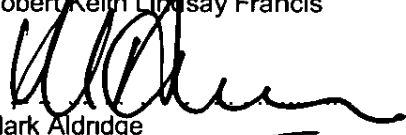
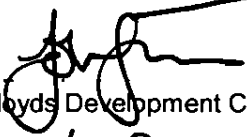

- 13 1 3 Article 13 1 1 applies and the shareholder who was an Employee Shareholder or his personal representatives acquires shares pursuant to a right or interest obtained during the period of his employment with the Company

in the case of circumstances set out in 13 1 1 or 13 1 3 a Transfer Notice shall be deemed to have been served and in the case of the circumstances set out in Article 13 1 2 the Board Shall (with the prior consent of the Investor) require the Employee Shareholder to serve a Transfer Notice who shall be deemed to have served a Transfer Notice immediately following such request Such Transfer Notice shall be in respect of all shares then held by the Employee Shareholder and where the Employee Shareholder is a Senior Shareholder all Relevant Shares held by his Permitted Transferees (and all shares held by the Trustees of a Family Trust which could be a Permitted Transferee of the Employee Shareholder, howsoever such Shares were acquired) at the time of such event and the provisions of Article 11 (*Pre-emption rights*) shall apply mutatis mutandis Any Transfer Notice deemed to be given under this Article 13 1 shall be deemed also

- 13 1 4 where the Employee Shareholder is a Senior Shareholder, to incorporate a term that the price for the Shares and the Relevant Shares shall be the Transfer Price as calculated in accordance with 11 4 and to incorporate a Total Transfer Condition, and

- 13 1 5 to be irrevocable, and

- 13 1 6 (in the case of death or bankruptcy) be deemed to have been given immediately prior to such death or bankruptcy

Signed		Date	30 April 2010
	Leon Keith Lyford Barwell		
Signed		Date	30 April 2010
	Robert John Jones		
Signed		Date	30 April 2010
	William Roy Muskin		
Signed		Date	30 April 2010
	Robert Keith Lindsay Francis		
Signed		Date	30 April 2010
	Mark Aldridge		
Signed		Date	30 April 2010
	Lloyds Development Capital Limited		
Signed		Date	30 April 2010
	Lloyds SB Venture Nominees Limited for OBS 2007 LLP		

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 650 Pavillion Drive, Northampton Business Park, Northampton, NN4 7SL, marked for the attention of Robert Jones, or
- Email the company secretary 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 28 February 2010 then these resolutions will lapse and shareholders will be no 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