

(Registered No: 2464046)

COMPANIES ACTS 1985 AND 1989

DAGE BACKPLANE SYSTEMS LIMITED

(the "Company")

PRIVATE COMPANY LIMITED BY SHARES

SHAREHOLDER'S WRITTEN RESOLUTIONS
PURSUANT TO THE
ARTICLES OF ASSOCIATION
OF THE COMPANY

The undersigned, being the only member of the Company, who at the date of this resolution is entitled to receive notice of, attend and vote at general meetings of the Company, hereby passes the following special resolution and agree that the said special resolution shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

It was resolved THAT:

1. subject to compliance with sections 155-158 of the Companies Act 1985 (the "**Act**") the provision of financial assistance within the meaning of sections 151 to 155 of the Companies Act 1985 (the "**Act**") proposed to be given by the Company and the Company's parent company, Dage Limited (the "**Parent**") to Dage Holdings Limited, the Company's ultimate parent company ("**Holdings**"), for the purpose of reducing or discharging any liability incurred in connection with the acquisition of the entire issued share capital of the Parent (the "**Acquisition**"), by way of execution of the documents described at 2(a) to (e) below, be and is hereby approved;
2. the terms of, and the transactions contemplated by, each of the following documents:
 - (a) a debenture (the "**Debenture**") to be executed by the Company in favour of National Westminster Bank Plc ("**NatWest**") to secure all the Company's liabilities to NatWest including under the Guarantee;
 - (b) composite guarantee and indemnity agreement (the "**Guarantee**") to be made between, inter alia, the Company and the Parent pursuant to which the Company, inter alia, guarantees and indemnifies the payment of all liabilities owed by Holdings and the Parent to Natwest;

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- (c) an intra group loan agreement (the "**Intra Group Loan Agreement**") to be entered into by, inter alia, Holdings as borrower and the Company and the Parent as the lenders pursuant to which, inter alia, the Company and the Parent are prepared to lend money to Holdings to enable Holdings to meet its debt service obligations under new facilities provided by NatWest to Holdings;
- (d) an intercreditor agreement (the "**Intercreditor Agreement**") to be made between The Royal Bank of Scotland plc (as agent for NatWest), Holdings (as Borrower), the Company and the Subsidiary (each as an Original Obligor) and the companies and individuals named in Schedule 1, Part 1 thereto (as Subordinated Creditors) (as each term is defined therein), establishing the priorities in accordance with which the Subordinated Debt and the Senior Debt (each as defined therein) are to rank;
- (e) a share pledge (the "**Share Pledge**") to be granted by the Company in favour of NatWest pursuant to which the Company pledges its entire shareholding in its wholly owned Chinese subsidiary Dage Electronics (Suzhou) Co Limited ("**Electronics**") to NatWest; and
- (f) a release agreement (the "**Release**") to be entered into by BNP Paribas (the successor of Banque Paribas following the merger with BNP) ("**BNP**"), the Company and Electronics, relating to the equity interest of the Company pledged to BNP as security for liabilities under a syndicated facilities agreement made available to, inter alia, Holdings by BNP (as security trustee and agent) to fund the Acquisition.

(the Debenture, the Guarantee, the Intra Group Loan Agreement, the Share Pledge, the Release and the Intercreditor Agreement together referred to as the "**Documents**"),

be approved and that execution by the Company of the Documents is hereby authorised and that the directors of the Company be authorised to execute and deliver the Documents, and perform the obligations contained therein, with such amendments as they shall in their absolute discretion think fit;

- 3. entering into the Documents, giving the guarantee and indemnity pursuant to the Guarantee, granting the fixed and floating security pursuant to the Debenture, granting a committed revolving credit facility pursuant to the Intra Group Loan Agreement, entering into the Share Pledge and Release are in the best interests of the Company and the approval of the Company to enter into the Documents is given notwithstanding that the Company may be held to be giving financial assistance for the purposes of sections 151 and 152 of the Act; and
- 4. these resolutions have effect notwithstanding any provision of the Company's articles of association.

Dated this 17th day of

June 2004

SIGNED by
for and on behalf of
DAGE LIMITED

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