

TERBERG MATEC UK LIMITED

(Registered number 3404297)

(the "Company")

WRITTEN RESOLUTIONS

116 Circulation date <sup>18</sup> February 2016 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions (the "Resolutions") are passed as special resolutions

SPECIAL RESOLUTIONS

- 1 THAT the articles of association of the Company (the "Articles") be amended by renumbering existing Article 3 as Article 3(a) and adding the new paragraph 3(b) immediately following paragraph 3(a)

*"Notwithstanding anything else in these articles, the Company shall not have a lien over any share, whether fully paid or not and irrespective of who the registered owner of such share is, to the extent that such share has been pledged in favour of, or in any other way used to secure any indebtedness owed to, a Secured Party*

*For the purposes of this Article, "Secured Party" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf "*

For Against



- 17  
2 THAT the Articles be amended by adding the new paragraph <sup>17</sup>(c) immediately following the existing paragraph <sup>17</sup>16(b)

*"Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer*

(a) is to any Secured Party, or

(b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or

(c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security

*For the purposes of this Article, "Secured Party" means any bank or financial institution to which a security interest has been granted over the Shares in the Company, or any nominee, receiver or other entity acting on its behalf "*

For

Against



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- 3 THAT the Articles be amended by adding the new Article ~~17~~<sup>18</sup> immediately following the existing Article ~~16~~<sup>17</sup>

H.C.

*"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 Party, and no Secured Party, shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer 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 consideration or not*

*For the purposes of this Article, "Secured Party" means any bank or financial institution to which a security interest has been granted over the Shares in the Company, or any nominee, receiver or other entity acting on its behalf "*

For                      Against



- 4 THAT the entry into and performance by the Company of its obligations

(a) as a guarantor under

(i) a facilities agreement (governed by English law) incorporating an embedded on demand guarantee to be made between, amongst others, Terberg Rosroca Group Limited as original borrower, the Company and other entities listed in part I of schedule 1 thereto as original guarantors, Banco Bilbao Vizcaya Argentaria, S A and ING Bank N V as bookrunning mandated lead arrangers, the financial institutions listed in part II of schedule 1 thereto as original lenders (the "**Senior Lenders**"), Banco Bilbao Vizcaya Argentaria, S A as agent (the "**Senior Agent**") and Banco Bilbao Vizcaya Argentaria, S A as security agent (the "**Security Agent**") (the "**Senior Facilities Agreement**") pursuant to which the Senior Lenders have agreed to make available to Terberg Rosroca Group Limited a €90,000,000 multicurrency senior term loan facility and a €40,000,000 multicurrency revolving credit facility, and

(ii) a facility agreement (governed by English law) incorporating an embedded on demand guarantee to be made between, amongst others, Terberg Rosroca Group Limited as original borrower, the Company and other entities listed in part I of schedule 1 thereto as original guarantors, ING Corporate Investments Mezzanine Fonds B V as junior bookrunning mandated lead arranger, the financial institutions listed in part II of schedule 1 thereto as original lenders (the "**Junior Lenders**"), Banco Bilbao Vizcaya Argentaria, S A as junior agent (the "**Junior Agent**") and Banco Bilbao Vizcaya Argentaria, S A as security agent (the "**Junior Facility Agreement**", and together with the Senior Facilities Agreement, the "**Facilities Agreements**") pursuant to which the Junior Lenders have agreed to make available to Terberg Rosroca Group Limited a €25,000,000 multicurrency junior term loan facility,

(b) under an intercreditor agreement (governed by English law) to be entered into between, amongst others, the Company and other entities listed therein as

original debtors, the Senior Lenders, the Junior Lenders, the Senior Agent, the Junior Agent and the Security Agent, and

- (c) under a debenture (governed by English law) to be entered into between, amongst others, the Company and the Security Agent under which the Company would grant a first ranking fixed and floating charge and assign by way of security all its rights, interests, title and benefit in its present and future assets to the Security Agent,

(together, the "**Documents**") are hereby approved

For	Against
<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 5 **THAT** the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is given

For	Against
<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 6 **THAT** these resolutions should have effect notwithstanding any provision of the Company's Articles as amended by paragraphs 1 to 3 above

For	Against
<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 7 **THAT** notwithstanding any personal interest

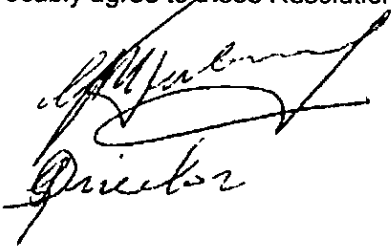
- (a) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and deliver the Documents on behalf of the Company, with such amendments thereto as such officer(s) shall in his absolute discretion think fit,
- (b) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and do all such acts, deeds, documents, certificates and notices as he may consider expedient in connection with the execution or performance by the Company of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith

For	Against
<input checked="" type="checkbox"/>	<input type="checkbox"/>

### AGREEMENT

I, the undersigned, being a person entitled to vote on the above Resolutions on the Circulation Date, irrevocably agree to those Resolutions next to which I have entered an "x" in the "For" box

Signed



Date 14  
18 February 2016

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Title

Notes

- 1 If you agree with the Resolution, please signify your agreement by putting an "x" in the "For" box next to that resolution. If you do not agree with a resolution, please put an "x" in the "Against" box next to that resolution or leave both boxes next to that resolution blank. Once you have made your choices, please sign and date this document where indicated above, and returning it to the Company using one of the following methods
  - by hand deliver the signed document to Roger Dekker
  - by post send the signed document by post to Roger Dekker, Leacroft Road, Birchwood, Warrington, Cheshire, WA3 6PJ
- 2 If any Resolution is not agreed to by the necessary majority, it will lapse at the end of the period of 28 days beginning with the Circulation Date (the "**Lapse Date**") You will not be taken to have agreed to any of the Resolutions until the Company actually receives this signed document from you, so please ensure that we receive it by the end of the Lapse Date
- 3 Once you have signified your agreement to the Resolution, you are not permitted to revoke your agreement
- 4 If you do not agree with the Resolutions, you do not need to do anything. You will not be deemed to agree if you do not reply
- 5 If you are signing this document on behalf of someone else under a power of attorney or other authority, please enclose a copy of the power of attorney or authority when you return it to us