

**APPENDIX 2**

**Form of written resolution to be filed at Companies House under the 2006 Act**

**Company No: 01276450**

**The Companies Act 2006  
COMPANY LIMITED BY SHARES**

**SPECIAL RESOLUTIONS**

**passed as**

**WRITTEN RESOLUTIONS**

**of**

**BODYCOTE H.I.P. LIMITED**

**(the "Company")**

**(Passed pursuant to section 288 the Companies Act 2006)**

SATURDAY



WE, the undersigned, being or representing all the members of the Company, HEREBY RESOLVE as follows:

**RESOLUTIONS**

1. **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to the document listed in the Appendix to these resolutions (the "**Documents**") and perform its obligations and exercise its rights in relation to the Transaction.
2. **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution of such of the Documents to which it is to be party and all related matters.

We certify that this is a true copy of the original

Eversheds LLP

Dated 22/01/2010

Dated: 7 JANUARY 2010

## APPENDIX 1

### Documents referred to above

1. A revolving credit facility agreement to be entered into by (1) Bodycote plc (the "Parent"), (2) Bodycote Finance Limited (together with the Parent, the "**Original Borrowers**"), (3) the subsidiaries of the Parent listed in Schedule 1 as original guarantors (in this capacity the "**Original Guarantors**"), (4) HSBC Bank plc and Lloyds TSB Bank plc as mandated lead arrangers, (5) the financial institutions listed in Schedule 1 as original lenders and (6) Lloyds TSB Bank plc as facility agent (as each such term is defined therein) (the "**Facility Agreement**") pursuant to which a facility in the aggregate sum of £125,000,000 (with an accordion option of up to £15,000,000) (the "**Facility**") is to be made available to the Original Borrowers. Under the terms of the Facility Agreement the Company would also be required to guarantee to each Finance Party (as defined in the Facility Agreement), inter alia, all obligations of the Parent and any other Obligor (as defined in the Facility Agreement) (from time to time) arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facility pursuant to the terms of a guarantee contained in the Facility Agreement (the "**Guarantee**").

Signed .....  
J.R. Grime, Secretary

Dated 7 JANUARY 2010