

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

DYSON LIMITED (the "Company")

Circulation Date: 25 February 2008

TUESDAY



In accordance with Chapter 2 of Part 13 of the Companies Act 2006 we, being the sole member of the Company irrevocably agree that the Resolutions below are passed as special resolutions:

SPECIAL RESOLUTIONS

- 1 That subject to compliance with Sections 155-158 (inclusive) of the Companies Act 1985 the Company and its wholly owned subsidiary Dyson International Limited for all purposes in connection with the acquisition by:

- (1) Barclays Bank plc of 499 A4 ordinary shares of 1/4500p each in the capital of Dyson James Limited from James Dyson, Jacob Dyson, Emily Dyson Paley and Samuel Dyson;
- (2) Dyson James Limited of 499 A4 ordinary shares of 1/4500p each in the capital of Dyson James Limited from Barclays Bank plc;
- (3) Dyson James Limited of 8,003,423 ordinary shares of £1 each in the capital of Ingleby (1765) Limited;
- (4) Ingleby (1765) Limited of 2222 shares of £1 each in the Company from Dyson James Limited, and
- (5) Dyson James Limited of 19,958,004 A1 Ordinary Shares of 0.001 pence each in the capital of Dyson James Limited from James Dyson, Jacob Dyson, Emily Dyson Paley and Samuel Dyson on 17 July 2006,

hereby authorised to give financial assistance pursuant to section 152 Companies Act 1985 and in compliance with sections 155-158 Companies Act 1985 as such financial assistance is more particularly set out in the sworn declarations produced to the undersigned together with the statutory auditor's reports annexed to the statutory declarations; and

- 2 That the following documents be and are hereby approved:

- (a) A credit agreement to be entered into between, inter alia, Dyson James Limited, the Company, the Royal Bank of Scotland plc, Lloyds TSB Bank plc and others (the

"Credit Agreement") pursuant to which the Company, in accordance with Clause 18 guarantees to the Finance Parties (as defined in the Credit Agreement) as a continuing guarantee and indemnity to pay to them on the due date for payment the obligations of each Borrower under the Finance Documents (both terms as defined in the Credit Agreement) (the "Secured Obligations") and undertakes that as and when the Secured Obligations become due for payment or on such earlier date as the guarantee becomes enforceable and the Finance Parties determine to enforce the same, it shall immediately on demand pay the Secured Obligations as if it were the principal obligor and grants rights of set-off in favour of the Finance Parties,

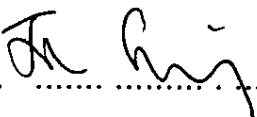
- (b) An intra-group loan agreement (the "Intra-Group Loan Agreement") whereby the Company and other subsidiaries of Dyson James Limited shall be obliged (subject to certain limited exceptions) to advance sums by way of intra-group loan to, inter alia, Dyson James Limited in a maximum aggregate amount of £500,000,000 in order to enable the borrower under the Intra-Group Loan Agreement to make payments to the Finance Parties pursuant to the Credit Agreement.

3 That the approval of the Company to give the financial assistance in relation to each of the acquisitions set out in paragraph 1 above and in the form described in the relevant statutory declarations produced to the undersigned (the "Financial Assistance") is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of Sections 151 to 152 of the Companies Act 1985.

4 That the Financial Assistance shall be and is hereby approved.

5 That the Memorandum of Association of the Company be amended by adding the following new clause immediately after the last clause in the Company's Memorandum of Association.

"Subject to and in accordance with all due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act "

..... 

For and on behalf of Dyson James Limited

1 If you agree to the above resolution please indicate your agreement by signing and dating this document where indicated and returning it to the Company not later than 11.59 p m London time on the date falling 28 days from and including the circulation date using one of the following methods:

1.1 by hand or post to: Dyson Limited, Tetbury Hill, Malmesbury, Wiltshire SN16 0RP marked for the attention of Martyn Smith,

1.2 by email email a scanned copy to martyn.smith@dyson.com.

If the Company has not received sufficient agreement by that date, the resolution will lapse.

Once you have indicated your agreement to the resolution, you may not revoke that agreement.

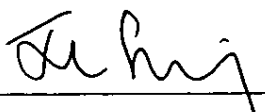
- 2 If you do not agree to the above resolution, you need not do anything. If no response is received from you as indicated above, you will be counted as withholding your agreement to the above resolution.
- 3 If this document is signed or otherwise approved by an attorney or other representative on behalf of a member, please provide a copy of the relevant power of attorney or other authority to sign when indicating your agreement to the above resolution, otherwise you may not be counted as agreeing to it

To PricewaterhouseCoopers – Alison Lees (the “Auditors”)
1 Embankment Place
London
WC2N 6RH

Date: 25 February 2008
+ +

We confirm as follows:

- 25 February 2008
- 1 As at the close of business on 25 February 2008, the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated
 - 2 From our knowledge of events since that date and of the likely course of the Company's business, the directors of the Company have formed the opinion that the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and that the giving of such financial assistance will not reduce the net assets of the Company or the amount by which the giving of such financial assistance will reduce the net assets of the Company will not exceed the distributable profits of the Company



Name J Sturges
Director
For and on behalf of the directors of
Dyson Limited