

WRITTEN RESOLUTIONS OF MEMBER

We, the undersigned, being the sole member of CFM Europe Limited (the "**Company**") who (at the date of these resolutions) would be regarded for the purpose of section 381A of the Companies Act 1985 (the "**Act**") as entitled to attend and vote at any general meeting of the Company (the "**Members**") and in accordance with schedule 15A of the Act, having been supplied with a copy of the statutory declaration made pursuant to section 155 of the Act and the auditors' report annexed thereto, hereby agree, pursuant to section 381 of the Act that the following written resolutions (which would otherwise be required to be passed as special resolutions) be passed and shall be valid and effectual as if they had been passed at an extraordinary general meeting of the Company duly convened and held:

1. That the Company's memorandum of association be amended by the insertion of new paragraphs (z) (as set out below) after the existing paragraph 3 (y) and by renumbering the subsequent sub-clauses of clause 3 accordingly:

"(z) to give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future, including its uncalled capital, or by all or any of such methods; and in particular, but without limiting the generality of the foregoing, to give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all or any of such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) of any company which is for the time being the Company's holding company subsidiary or another subsidiary of any such holding company;"

2. That the Company's articles of association be amended by the insertion of new article 31 (as set out below):

"31 In the event of any conflict between the provisions of the other articles in these Articles of Association and this Article 31, the provisions of this Article 31 shall prevail.

31.1 Whenever any shares in the share capital of the Company are subject to or are held as security (whether by way of equitable charge or legal mortgage) ("**Charged Shares**") the following provisions shall apply:

- (a) the directors shall not be entitled to refuse to register any transfer of Charged Shares and any duly completed and (as applicable stamped) transfer of Charged Shares (the "**Transfer**") shall be registered by the Company Secretary within 14 days of the transfer being delivered to the Company Secretary;
- (b) all partly paid shares (including but not limited to partly paid Charged Shares) shall rank pari passu with fully paid shares and without prejudice to the generality of the foregoing:
 - (i) partly paid shares shall have the same voting and dividend rights as fully paid shares;
 - (ii) no call shall be made in respect of unpaid capital on any partly paid shares;
 - (iii) the Company shall not have or exercise any lien over partly paid shares

31.2 The provisions of Article 31.1 shall also apply if any Charged Shares are sold or transferred in pursuance of enforcement or realisation of security."

3. That, subject to compliance with sections 155 to 158 of the Act, the giving of financial assistance by the Company to Hajco 326 Limited (company number 5872963) of Berkeley Court, Borough Road, Newcastle under Lyme, Staffordshire, ST5 1TT (the "**Purchaser**") for the purpose of acquiring the entire issued share capital of the Company (the "**Acquisition**") and the terms of the following documents and the performance of the Company's obligations thereunder be approved:

- (1) a term loan facility agreement (the "**Primary Facility Agreement**") between (1) the Company and (2) the Governor and Company of the Bank of Ireland trading as Enterprise Finance Europe (the "**Bank**") pursuant to which the Bank would make available to the Company a term loan facility which the Bank was prepared to provide to the Company for the purposes of providing working capital and to assist with funding part of the consideration for the Acquisition;


- (2) a secondary term loan facility agreement (the "**Stock Facility Agreement**") between (1) the Company and (2) the Bank pursuant to which the Bank would make available to the Company a term loan facility in a principal amount of approximately 40% of the eligible stock inventory of the Company (as detailed in the Stock Facility Agreement) for the purposes of providing working capital and to assist with funding part of the consideration for the Acquisition;
- (3) a commercial finance agreement (the "**Commercial Finance Agreement**") between (1) the Company and (2) the Bank pursuant to which the Bank would make available to the Company invoice discounting facilities;
- (4) terms and conditions relating to the Commercial Finance Agreement (the "**Terms and Conditions**") setting out the terms and conditions of the Commercial Finance Agreement;
- (5) a form of legal charge the form of legal charge to be executed by the Company in favour of the Bank over the property known as the property known as CFM Kinder Limited, Gordon Banks Drive, Trentham Lakes North, Staffordshire, ST4 4TJ registered at HM Land Registry with title number SF407307 (the "**Property**") (the "**Charge**");
- (6) an unlimited inter-company composite guarantee with accession (the "**Guarantee**") in favour of the Bank to secure all monies, obligations and liabilities from time to time due or owing or incurred by the Purchaser or the Company to the Bank, including without limitation pursuant to the Primary Facility Agreement, the Stock Facility Agreement and the Commercial Finance Agreement.
- (7) a debenture to be executed by the Company in favour of the Bank containing, inter alia, fixed and floating charges in respect of all of the Company's property, undertaking and assets to secure all monies and liabilities from time to time due, owing or incurred by the Company to the Bank including without limitation the liability under the Commercial Finance Agreement (the "**Debenture**");
(together the "**Bank Documents**")
- (8) a promissory note to be executed by the Company in favour of the Purchaser pursuant to the terms of which the Company agreed to lend to the Purchaser the sum of £4,500,000 (the "**Loan**") to assist the Purchaser in funding the

Acquisition and in making payment of any costs and fees arising out of, in connection with or pursuant to the Acquisition (the "**Promissory Note**");

- (9) an intercreditor agreement (the "**Intercreditor Agreement**") to be made between (1) the Purchaser (2) the Company and (3) the Bank regulating the arrangements as between the Bank, the Purchaser and the Company and arrangements under which the Purchaser and the Company will be permitted by the Bank to make payments to each other;
- 4. That the provisions of (as the same may be amended, varied, supplemented or substituted from time to time) the Bank Documents and the Promissory Note which the Company is proposing to enter into be and are hereby approved;
- 5. That the approval for the Company to enter into the Bank Documents and the Promissory Note be given notwithstanding that the execution by the Company of the Bank Documents and the Promissory Note and the making of the Loan would constitute the giving of financial assistance by the Company within sections 151 and 152 of the Act and that the giving of such financial assistance (subject to compliance with sections 155 – 158 of the Act) be and is hereby approved;
- 6. That notwithstanding any personal interest, the board of directors of the Company be and are hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to:
 - (a) execute and deliver each of the Bank Documents and the Promissory Note in the form described above or with such amendments as they shall in their absolute discretion approve; and
 - (b) enter into such documentation and to take such action (including making the Loan) as may be required to carry out the matters referred to above.

Dated December 28,

2006



Date December 28, 2006

For and on behalf of CFM Corporation

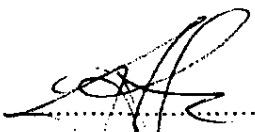
CFM EUROPE LIMITED
Company number: 3543354


WRITTEN RESOLUTIONS OF MEMBER

We, the undersigned, being the sole member of CFM Europe Limited (the "Company") who (at the date of these resolutions) would be regarded for the purpose of section 381A of the Companies Act 1985 (the "Act") as entitled to attend and vote at any general meeting of the Company (the "Members") and in accordance with schedule 15A of the Act, hereby agree, pursuant to section 381 of the Act that the following written resolution (which would otherwise be required to be passed as a special resolution) be passed and shall be valid and effectual as if it had been passed at an extraordinary general meeting of the Company duly convened and held:

That the 4,117,645 preference shares in issue of £1 each in the capital of the Company be and is hereby reclassified into 4,117,645 ordinary shares of £1 each in the capital of the Company to rank pari passu with the existing ordinary shares.

Dated December 28, 2006


..... Date December 28, 2006
For and on behalf of CFM Corporation
As holders of all the Issued Preference Shares


..... Date December 28, 2006
For and on behalf of CFM Corporation
As holders of all the Issued Ordinary Shares 