



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

PRESSPART MANUFACTURING LIMITED
(the "Company")

Pursuant to section 381A of the Companies Act 1985 (the "Act"), the following resolutions are hereby passed as special resolutions:

Special Resolutions

1. **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which the Company is proposing to enter into and grant in connection with the refinancing of indebtedness of the Company and the Company's parent, Presspart Group Limited (the "**Parent**") incurred in connection with the acquisition of the entire issued share capital of the Company (the "**Acquisition**") by the Parent (the Parent, the Company, and the Company's sister company, Decorpart Limited ("**Decorpart**"), together the "**Group Companies**", and each individually a "**Group Company**"), be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such of the following documents to which the Company is or is to become a party:
 - 1.1 a facilities agreement to be made between, inter alia, the Company, the Parent, Decorpart and Presspart Inc. (1) and GMAC (2) for the provision of a £13,600,000 secured medium-term loan and revolving credit facility by GMAC (the "**Facilities Agreement**");
 - 1.2 a confidential invoice discounting agreement to be made between the Company (1) and GMAC (2) for the provision of a £7,100,000 invoice discounting facility to the Company by GMAC which, in addition to certain provisions of the Facilities Agreement, contained the terms and conditions upon which GMAC was prepared, for the periods referred to therein, to make an invoice discounting facility available to the Parent for the purposes recorded therein (the "**Invoice Discounting Agreement**");
 - 1.3 a guarantee issuance facility letter addressed to the Parent, the Company and Decorpart from GMAC for the provision of a £350,000 guarantee facility which, in addition to certain provisions of the Facilities Agreement, contained the terms and conditions upon which GMAC was prepared for the periods referred to therein, to make a guarantee issuance facility available for the purposes recorded therein (the "**Guarantee Facility Letter**");

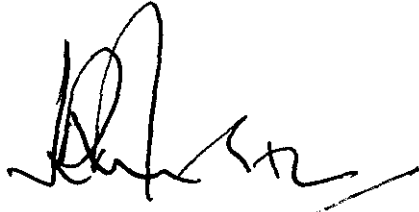
- 1.4 a composite guarantee and debenture to be executed by each Group Company in favour of GMAC which contained terms pursuant to which the Company:
- 1.4.1 undertakes to discharge its own liabilities and obligations from time to time to GMAC and guarantees the liabilities and obligations from time to time of all other Group Companies to GMAC, including under, or as contemplated by, the Facilities Agreement, the Invoice Discounting Agreement and the Guarantee Facility Letter; and
 - 1.4.2 will grant fixed and floating charges in favour of GMAC over the whole of its property, assets and undertaking (including, but without limitation, legal mortgages over the Company's property at Whitebirk Industrial Estate, Blackburn, Lancashire and a chattel mortgage over the plant and machinery of the Company) to secure all obligations of the Company to GMAC (including, without limitation, the liabilities and obligations referred to in resolution 1.4.1);
- 1.5 an intercreditor deed to be made between, inter alia, the Company (1), GMAC (2), and Intermediate Capital Group plc ("ICG") (3) (the "**Intercreditor Deed**") which regulated certain rights and obligations between the parties thereto in respect of the security granted by the Group in favour of GMAC and ICG;
- 1.6 an intra-group loan facility agreement to be made between the Parent (1) and, inter alia, the Company and Decorpart (2) which contained terms pursuant to which the Company could be required to provide funds to the Parent to enable it to meet its obligations under the Documents to which it was party and for any other purpose in connection with refinancing the Acquisition and under which the Parent agrees to use reasonable endeavours to meet any shortfall in the working capital requirements of the Company;
- 1.7 a mezzanine loan agreement to be made between, inter alia, the Parent (1), Decorpart and the Company (2), the mezzanine lenders named in schedule 1 thereto (3) and ICG as mezzanine loan agent (4) which made available to the Parent and the Company the mezzanine loan for the purposes recorded therein on the terms and conditions therein;
- 1.8 a deed relating to the security trust arrangements to be made between The Royal Bank of Scotland plc ("**RBS**") (1), The Governor and Company of the Bank of Scotland (2), ICG (3), the mezzanine lenders listed in schedule 1 thereto (4) and the Group Companies (5), pursuant to which RBS would retire as security trustee and ICG be appointed as security trustee (the "**Security Deed**"); and
- 1.9 a deed of assignment of insurance policy to be made between GMAC (1) and the Company (2) pursuant to which the Company would assign all its right, title and interest in a credit insurance policy to GMAC (the "**Insurance Assignment**"),

(the above documents, together the "**Documents**" and each a "**Document**").

2. **THAT** notwithstanding that the entering into and granting of certain of the Documents would constitute financial assistance within the meaning of Sections 151 to 158 (inclusive) of the Act, the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms thereof, and accordingly, such entry and granting, and the giving of such financial assistance, is in the best interests of the Company.

3. **THAT** the giving of such financial assistance, as set out in paragraph 2 above, be and is hereby approved and that the Company entering into and/or granting the Documents to which it is to be a party be and are hereby approved.

Signed by, or by its duly authorised representatives on behalf of, the sole member of the Company who as at the date hereof would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting. Signature of this resolution by any holders of any class of shares in the Company shall also constitute their consent as holders of that class of shares to the passing of the resolutions set out above.


.....

For and on behalf of

PRESSPART GROUP LIMITED

DATE: 30 October 2000