

**The Companies Act 1985**

**Company Limited by Shares**

**Written Resolutions**

-of-

**KENTON UTILITIES AND DEVELOPMENTS LIMITED**

We the undersigned, being or representing all the members of the Company for the time being entitled to receive notice of and attend and vote at a general meeting of the Company hereby pass the following resolutions as Written Resolutions of the Company in accordance with the Company's Articles of Association and section 381A of and Schedule 15A to the Companies Act 1985:-

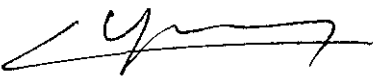
**Special Resolutions**

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 (inter alia) the acquisition by Ever 1130 Limited (the "Parent") of the entire issued share capital of the Company ("the Acquisition" and the agreement relating to the Acquisition being the "Acquisition Agreement") 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 documents being:
  - 1.1 a working capital facility letter regulating the terms of a £2,500,000 working capital facility to be made available by Bank of Scotland (the "Bank") to the Company, the Parent and Kentons Plant Limited, a wholly owned subsidiary of the Company ("KPL") (together, the "Group") (the "Working Capital Facility") and to be made between the Company, the Parent, KPL and the Bank (the "Working Capital Facility Letter");
  - 1.2 a form of debenture to be given by the Company to the Bank securing, among other obligations, sums due under the Working Capital Facility Letter and the Guarantee (as defined below)(the "Debenture");
  - 1.3 a form of composite guarantee to be given by each of the Company, the Parent and KPL to the Bank guaranteeing, among other obligations, sums due under the Working

Capital Facility Letter and the loan facilities to be made available to each of the Parent, the Company and KPL by the Bank (the "Guarantee");

- 1.4 an intra group funding agreement to be made between the Parent (as borrower), the Company and KPL (as lenders) (the "Intra Group Funding Agreement");
- 1.5 an assignment of key man insurance on the lives of Diarmaid Kelly and John McGowan to be entered into by the Company in favour of the Bank (the "Insurance Assignment"); and
- 1.6 an intercreditor agreement made between, inter alia, the Parent, the Bank, ICC Bank Plc and ICC Equity Partners Limited (the "Intercreditor Agreement");
2. that notwithstanding that the entering into and granting of the Debenture, the Guarantee, the Intra Group Funding Agreement, the Insurance Assignment and the Intercreditor Agreement (together "the Bank Documents") would constitute financial assistance within the meaning of sections 151-158 (inclusive) of the Companies Act 1985, such entry and grant and the giving of such financial assistance is in the best interests of the Company;
3. that the giving of such financial assistance be and is hereby approved and that the Company entering into and/or granting the Bank Documents be and is hereby approved;
4. that the giving of financial assistance by KPL be and is hereby approved;

CM by executing the Working Capital Facility Letter, the Guarantee, the Intra Group Funding Agreement, the

Name of Shareholder	Signature	Date of Signature
Signed for and on behalf of Utilitec plc		12 - 02 - 2000

Intercreditor Agreement and a form of debenture identical to the Debenture