

The Companies Act 1985

Company Limited by shares

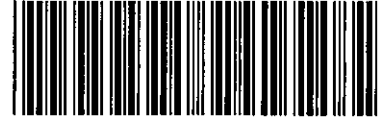
Written Resolution

of

Bepco (UK) Limited (the "Company")

(passed on 16/2/2007)

THURSDAY



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22/02/2007

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COMPANIES HOUSE

Bepco Group Limited being the sole member of the Company entitled to attend and vote at an extraordinary general meeting of the Company hereby passes the following resolutions to have effect pursuant to section 382B Companies Act 1985 (as amended) (the "Act")

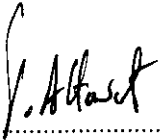
THAT

1. In satisfaction of the obligation imposed upon the Company by section 155(4) of the Act and subject to compliance with section 155-158 of the Act, the execution, delivery and performance by the Company of the following documents and acts:-
  - (a) an intercreditor deed (the "**Intercreditor Deed**") between, inter alia, Tractiv Group Limited (the "**Parent**"), KBC Bank NV (the "**Bank**"), GB London S.p.A. and the Company pursuant to the terms of which the Company will give certain undertakings to the Bank, with regard to ranking of security for and priority of payments in relation to all sums present and future owed by the Parent and each of its subsidiaries from time to time (including the Company) to each of the Bank and GB London S.p.A.;
  - (b) a facility agreement between, inter alia, the Parent, the Company, and the Bank (the "**Facility Agreement**") pursuant to which the Company guarantees the punctual performance by each of the other Borrowers (as defined therein) of their obligations to the Bank and undertakes to indemnify the Bank for any cost, costs or liability suffered by the Bank as a result of the guaranteed obligations becoming unenforceable, invalid or illegal;
  - (c) a debenture to be granted by the Company in favour of the Bank pursuant to which the Company undertakes to discharge its own liabilities and obligations from time to time to the Bank and will grant floating charges in favour of the Bank over the whole of its property, undertaking and assets (including uncalled capital) to secure its present and future obligations and liabilities to the Bank (the "**Bank Debenture**");
  - (d) an inter company funding agreement between, inter alia, the Company and the Parent pursuant to which upon demand the Company would be obliged to lend funds to the Parent from time to time on the terms and subject to the conditions stated therein (the "**Inter Company Funding Agreement**"),(together, the "**Whitewash Documents**")

- (e) payment and discharge from time to time of certain associated costs and expenses (including without limitation legal, accounting and other professional fees) in connection with the refinancing of existing debt facilities (the "**Refinancing Costs**"),

be and is hereby approved

2. The execution of the Whitewash Documents and the payment of the Refinancing Costs is in the best interests of the Company and the approval for the Company to enter into the Whitewash Documents and pay the Refinancing Costs is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 to 152 of the Act.



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For and on behalf of  
Bepco Group Limited