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3075502

**CPL DISTRIBUTION LIMITED**

**Extraordinary General Meeting  
Financial Assistance**

**NOTICE OF EGM  
CONSENT TO SHORT NOTICE  
MINUTES OF EGM  
PRINT OF SPECIAL RESOLUTION**

**Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
London EC2A 2HA**

**Ref: JOS/555C0053  
Document No. 58927.02**



**CPL DISTRIBUTION LIMITED**  
**Company Number 03075502**  
**(the "Company")**

**NOTICE OF AN EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of the Company will be held at Broadwalk House, 5 Appold Street, London EC2A 2HA on 2<sup>nd</sup> June 1997 at **4.55 a.m./p.m.** for the purpose of considering and, if thought fit, passing the following Resolutions which will be proposed as Special Resolutions of the Company.

**SPECIAL RESOLUTIONS**

1. THAT, subject to compliance with Sections 155-158 of the Companies Act 1985, the terms of, the arrangements contemplated by and the execution, delivery and performance by the Company of:-
  - (a) the second senior supplemental agreement dated 9<sup>th</sup> May, 1997 (the "**Second Supplemental Senior Facility Agreement**") in relation to and between the same parties which are party to the senior term loan and revolving credit facility agreement (as supplemented and amended from time to time the "**Senior Facility Agreement**") dated 3<sup>rd</sup> February, 1995 made between Coal Products Holdings Limited (the "**Parent**"), the Banks (as therein defined) and National Westminster Bank PLC ("**NatWest**") as facility agent, arranger and security agent, pursuant to which the Banks have made available a senior term loan facilities in the maximum aggregate principal amount of £64,050,000 and a revolving credit facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £60,000,000 (part of which was made available by mean of certain Ancillary Facilities (as therein defined) which were made available by the Ancillary Banks (as therein defined) (together the "**Existing Senior Facilities**") for the purposes of, inter alia, financing the acquisition (the "**CPL Acquisition**") by the Parent of shares in the capital of, inter alios, Coal Products Limited from British Coal Corporation and certain of the Ancillary Facilities as a result of subsequent consents granted by the Banks (including the Ancillary Banks) were also made available by the Ancillary Banks for the purposes of, inter alia, financing the acquisition by CPL Environmental Limited of shares in the capital of Design Filters Limited and Universal Filters Limited (the "**Design Universal Acquisition**"). As a consequence of the Second Supplemental Senior Facility Agreement the Senior Facility Agreement will be amended and restated as provided therein and the Banks will, subject to the terms and conditions thereof, make available to the Parent an addition senior term loan facility in the maximum aggregate principal amount of £28,000,000 and will increase the Revolving Credit Facility available to the Borrowers to £60,000,000 (the "**New Senior Facilities**") for the purposes of, inter alia, financing part of the purchase price payable to APAX Partners & Co. Ventures Ltd and other vendors (the "**Vendors**") for the purposes of the acquisition of the shares in Heptagon Limited by the Parent (the "**Heptagon Acquisition**");
  - (b) a Guarantor Accession Agreement (as defined in the senior mezzanine facility agreement (as supplemented and amended from time to time the "**Senior Mezzanine Facility Agreement**") dated 9<sup>th</sup> May 1997 and entered into between the Parent, the

Guarantors (as therein defined), Legal & General Ventures Limited ("L&GV") as senior mezzanine arranger and senior mezzanine agent, the Lenders (as therein defined and herein referred to as the "**Senior Mezzanine Lenders**") and NatWest as security agent pursuant to which the Senior Mezzanine Lenders will make available to the Parent a mezzanine loan facility (the "**Senior Mezzanine Loan Facility**") in a maximum aggregate amount of £14,500,000 to be made available to the Parent for the purpose of financing, directly or indirectly, the balance of the purchase price payable to the Vendors for the Heptagon Acquisition);

- (c) a second junior mezzanine facility supplemental agreement dated 9<sup>th</sup> May 1997 (the "**Second Supplemental Junior Mezzanine Facility Agreement**") in relation to and between the same parties which are party to the junior mezzanine facility agreement (as supplemented and amended from time to time the "**Junior Mezzanine Facility Agreement**") dated 3<sup>rd</sup> February, 1995 between, inter alia, the Parent as borrower, the Guarantors (as defined therein) L&GV as arranger and mezzanine agent (the "**Junior Mezzanine Agent**") the Lenders (as defined therein and herein referred to "**Junior Mezzanine Lenders**") and NatWest as security agent, pursuant to which the Junior Mezzanine Lenders made available term loan facilities in an aggregate maximum principal amount of £14,200,000 (the "**Junior Mezzanine Facilities**");
- (d) a second supplemental debenture (the "**Second Supplemental Debenture**") to be entered into between the Company, inter alios, and the NatWest as security agent (the "**Security Agent**") pursuant to which the parties thereto will agree to certain amendments to a debenture dated 3<sup>rd</sup> February 1995 between the Company, the Chargors (as defined therein) and NatWest as security agent (as amended from time to time the "**Debenture**") and the Company will covenant to, inter alia, pay and discharge the New Additional Secured Liabilities (as defined therein) on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same;
- (e) a new priority agreement (the "**New Priority Agreement**") between, inter alios, the Company, the other Borrowers and Guarantors named therein, the Senior Mezzanine Creditors, the Junior Mezzanine Creditors, the Hedging Banks, the Senior Creditors, the Senior Mezzanine Agent, the Junior Mezzanine Agent, the Security Agent and the Senior Agent (as such terms are defined therein) regulating, inter alia, the priority of the Facilities and also containing a covenant in favour of the Security Agent from each Obligor (including, without limitation, the Company) to pay the Senior Debt, the Hedging Liabilities and the Mezzanine Debt (as such terms are defined therein) to the Security Agent when and to the extent due from it under the terms of the Senior Finance Documents, the Hedging Documents or the Mezzanine Finance Documents (as such terms are defined therein) as the case may be to such bank account as the Security Agent may direct;
- (f) a third supplemental senior facility agreement to be entered into between the Company and the other parties which are party to the Senior Facility Agreement (the "**Third Supplemental Senior Facility Agreement**");
- (g) a first supplemental senior mezzanine facility agreement to be entered into between the Company and the other parties which are party to the Senior Mezzanine Facility Agreement (the "**First Supplemental Senior Mezzanine Facility Agreement**"); and


- (h) a third supplemental junior mezzanine facility agreement to be entered into between the Company and the same parties which are party to the Junior Mezzanine Facility Agreement (the **"Third Supplemental Junior Mezzanine Facility Agreement"**). (The Third Supplemental Senior Facility Agreement, the Third Supplemental Junior Mezzanine Facility Agreement and the First Supplemental Senior Mezzanine Facility are together referred to herein as the **"Supplemental Agreements"**);
- (i) a facility letter (the **"NatWest Ancillary Facility Letter"**) to be entered into between NatWest, the Parent and the other Borrowers (as therein defined such Borrowers and the Parent are referred to herein as the **"Ancillary Borrowers"**) pursuant to which NatWest will make available to the Ancillary Borrowers: (a) an overdraft, cheque drawing or other current account facility; (b) a documentary credit, bonds and guarantee facility; (c) a foreign currency cheque negotiation facility; and (d) such other facility as the Ancillary Borrowers and NatWest may agree from time to time in an aggregate principal amount not exceeding net £10,000,000 or gross £20,000,000;
- (j) a facility letter (the **"NatWest FX Facility Letter"**) to be entered into between NatWest, the Parent and the other Borrowers (as therein defined such Borrowers together with the Parent are referred to herein as the **"FX Borrowers"**) pursuant to which NatWest will make available by NatWest to the FX Borrowers a forward foreign exchange facility in an aggregate principal amount not exceeding £12,500,000; and
- (k) a BAC's facility letter (the **"NatWest BAC's Facility Letter"**) to be entered into between the Parent and the other Borrowers (as therein defined such Borrowers together with the Parent are referred to herein as the **"BAC's Borrowers"**) pursuant to which NatWest will make available to the BAC's Borrowers a BAC's facility in the amount not exceeding £15,000,000 or such higher amount as maybe agreed by the Majority Banks as defined in the Senior Facility Agreement and the Majority Lenders (as defined in the Senior Mezzanine Facility Agreement and the Junior Mezzanine Facility Agreement),

be and are hereby approved;

The Existing Senior Facilities, the New Senior Facilities, the Senior Mezzanine Facility and the Junior Mezzanine Facility together referred to herein as the **"Facilities"**. The Banks, the Senior Mezzanine Lenders and the Junior Mezzanine Lenders and any other bank or financial institution from time to time participating in the Facilities together referred to herein as the **"Lenders"**. The Second Supplemental Senior Facility Agreement, the NatWest Ancillary Facility Letter, the NatWest FX Facility Letter, the NatWest BAC's Facility Letter, the Second Supplemental Junior Mezzanine Facility Agreement, the Senior Mezzanine Facility Agreement and the Supplemental Agreements together referred to herein as the **"Facilities Agreements"**. The Second Supplemental Debenture and the New Priority Agreement and the Facilities Agreements together referred to herein as the **"Documents"**.

2. THAT the execution, delivery and performance by the Company of, and the subsequent exercise of rights under, the Documents is in the best interests of the Company.

BY ORDER OF THE BOARD



.....  
**Director**

**Dated:** 2<sup>nd</sup> June 1997

**Registered Office:**

Wingerworth Offices  
P O Box 16  
Mill Lane  
Wingerworth  
Chesterfield  
Derbyshire S42 6JT

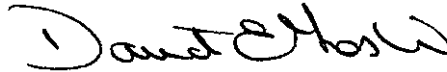
**Notes:**

1. A member of the Company entitled to attend and vote at the Meeting convened by the above Notice is entitled to appoint a proxy to attend and, on a poll, vote instead of him. A proxy need not be a Member of the Company.
2. To be valid the instrument appointing a proxy and the Power of Attorney (if any) under which it is signed must be deposited at the Registered Office of the Company not less than 48 hours before the time of the Meeting.
3. Copies of the statutory declaration(s) made in compliance with Section 155(6) of the Companies Act 1985 by the Directors of the Company and the auditor's report(s) annexed are attached to this notice.

**CPL DISTRIBUTION LIMITED**  
**Company Number 03075502**  
**(the "Company")**

**CONSENT TO SHORT NOTICE**

We, the undersigned, being all of the members (or the duly authorised representative(s) of any member being a corporation) of the Company for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company, hereby consent to the meeting convened by the notice to which this document is attached being held on less than 21 days' notice.

  
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**CPL DISTRIBUTION LIMITED**  
**Company Number 03075502**  
**(the "Company")**

**Minutes of an Extraordinary General Meeting of the company held at**  
**Broadwalk House, 5 Appold Street, London EC2A 2HA**  
**on 2<sup>nd</sup> June 1997 at 4:55 am/pm**

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**PRESENT:** KEITH BROOM  
DAVID FOSTER

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**1. CHAIRMAN**

Mr FOSTER took the Chair.

**2. QUORUM**

The Chairman noted that:-

- (a) due notice of the Meeting had been given to all those entitled to attend and/or vote at the Meeting;
- (b) consents to the Meeting being held on short notice had been received by all of the members of the Company for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company; and
- (c) the Meeting had accordingly been duly convened and that a quorum was present.

**3. PURPOSE OF MEETING**

It was noted that the purpose of the Meeting was to consider the matters referred to and contained in the form of notice convening the EGM (the "Notice") and, if thought fit, to pass the resolutions referred to in the Notice as Special Resolutions of the Company.

**4. DOCUMENTS PRODUCED TO THE MEETING**

- 4.1 The Notice was produced to the Meeting. It was unanimously agreed that the form of Notice should be taken as read.
- 4.2 There were produced to the Meeting copies of the Assistance Documents and the Subsidiary Assistance Documents referred to in the Notice together with the statutory declarations made in compliance with Section 155(6) of the Companies Act 1985 by the Directors of the Company

and the Subsidiaries and the auditors reports annexed to them, together with copies of the other documents referred to in the Notice.

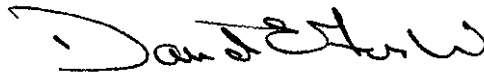
5. **RESOLUTIONS**

After due consideration of the matters referred to and contained in the Notice:-

- 5.1 The Chairman proposed and **KEITH BROOM** seconded the resolution numbered 1 set out in the Notice as a Special Resolution, which Special Resolution was passed unanimously by all the shareholders of the Company.
- 5.2 The Chairman proposed and **KEITH BROOM** seconded the resolution numbered 2 set out in the Notice as a Special Resolution, which Special Resolution was passed unanimously by all the shareholders of the Company.

6. **CLOSE**

There being no further business, the Chairman declared the Meeting closed.



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**CHAIRMAN**



**CPL DISTRIBUTION LIMITED**  
**Company Number 03075502**  
**(the "Company")**

(Passed on 2<sup>nd</sup> June 1997)

At a meeting of the Company duly convened and held on 2<sup>nd</sup> June 1997 the following resolutions were passed by all of the holders of the issued or allotted shares in the Company as Special Resolutions.

**SPECIAL RESOLUTIONS**

1. THAT, subject to compliance with Sections 155-158 of the Companies Act 1985, the terms of, the arrangements contemplated by and the execution, delivery and performance by the Company of:-
  - (a) the second senior supplemental agreement dated 9<sup>th</sup> May, 1997 (the "**Second Supplemental Senior Facility Agreement**") in relation to and between the same parties which are party to the senior term loan and revolving credit facility agreement (as supplemented and amended from time to time the "**Senior Facility Agreement**") dated 3<sup>rd</sup> February, 1995 made between Coal Products Holdings Limited (the "**Parent**"), the Banks (as therein defined) and National Westminster Bank PLC ("**NatWest**") as facility agent, arranger and security agent, pursuant to which the Banks have made available a senior term loan facilities in the maximum aggregate principal amount of £64,050,000 and a revolving credit facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £60,000,000 (part of which was made available by mean of certain Ancillary Facilities (as therein defined which were made available by the Ancillary Banks (as therein defined) (together the "**Existing Senior Facilities**") for the purposes of, inter alia, financing the acquisition (the "**CPL Acquisition**") by the Parent of shares in the capital of, inter alios, Coal Products Limited from British Coal Corporation and certain of the Ancillary Facilities as a result of subsequent consents granted by the Banks (including the Ancillary Banks) were also made available by the Ancillary Banks for the purposes of, inter alia, financing the acquisition by CPL Environmental Limited of shares in the capital of Design Filters Limited and Universal Filters Limited (the "**Design Universal Acquisition**"). As a consequence of the Second Supplemental Senior Facility Agreement the Senior Facility Agreement will be amended and restated as provided therein and the Banks will, subject to the terms and conditions thereof, make available to the Parent an addition senior term loan facility in the maximum aggregate principal amount of £28,000,000 and will increase the Revolving Credit Facility available to the Borrowers to £60,000,000 (the "**New Senior Facilities**") for the purposes of, inter alia, financing part of the purchase price payable to APAX Partners & Co. Ventures Ltd and other vendors (the "**Vendors**") for the purposes of the acquisition of the shares in Heptagon Limited by the Parent (the "**Heptagon Acquisition**");
  - (b) a Guarantor Accession Agreement (as defined in the senior mezzanine facility agreement (as supplemented and amended from time to time the "**Senior Mezzanine Facility Agreement**") dated 9<sup>th</sup> May 1997 and entered into between the Parent, the Guarantors (as therein defined), Legal & General Ventures Limited ("**L&GV**") as

senior mezzanine arranger and senior mezzanine agent, the Lenders (as therein defined and herein referred to as the "**Senior Mezzanine Lenders**") and NatWest as security agent pursuant to which the Senior Mezzanine Lenders will make available to the Parent a mezzanine loan facility (the "**Senior Mezzanine Loan Facility**") in a maximum aggregate amount of £14,500,000 to be made available to the Parent for the purpose of financing, directly or indirectly, the balance of the purchase price payable to the Vendors for the Heptagon Acquisition);

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- (d) a second supplemental debenture (the "**Second Supplemental Debenture**") to be entered into between the Company, inter alios, and the NatWest as security agent (the "**Security Agent**") pursuant to which the parties thereto will agree to certain amendments to a debenture dated 3<sup>rd</sup> February 1995 between the Company, the Chargors (as defined therein) and NatWest as security agent (as amended from time to time the "**Debenture**") and the Company will covenant to, inter alia, pay and discharge the New Additional Secured Liabilities (as defined therein) on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same;
- (e) a new priority agreement (the "**New Priority Agreement**") between, inter alios, the Company, the other Borrowers and Guarantors named therein, the Senior Mezzanine Creditors, the Junior Mezzanine Creditors, the Hedging Banks, the Senior Creditors, the Senior Mezzanine Agent, the Junior Mezzanine Agent, the Security Agent and the Senior Agent (as such terms are defined therein) regulating, inter alia, the priority of the Facilities and also containing a covenant in favour of the Security Agent from each Obligor (including, without limitation, the Company) to pay the Senior Debt, the Hedging Liabilities and the Mezzanine Debt (as such terms are defined therein) to the Security Agent when and to the extent due from it under the terms of the Senior Finance Documents, the Hedging Documents or the Mezzanine Finance Documents (as such terms are defined therein) as the case may be to such bank account as the Security Agent may direct;
- (f) a third supplemental senior facility agreement to be entered into between the Company and the other parties which are party to the Senior Facility Agreement (the "**Third Supplemental Senior Facility Agreement**");
- (g) a first supplemental senior mezzanine facility agreement to be entered into between the Company and the other parties which are party to the Senior Mezzanine Facility Agreement (the "**First Supplemental Senior Mezzanine Facility Agreement**"); and

- (h) a third supplemental junior mezzanine facility agreement to be entered into between the Company and the same parties which are party to the Junior Mezzanine Facility Agreement (the "**Third Supplemental Junior Mezzanine Facility Agreement**"). (The Third Supplemental Senior Facility Agreement, the Third Supplemental Junior Mezzanine Facility Agreement and the First Supplemental Senior Mezzanine Facility are together referred to herein as the "**Supplemental Agreements**");
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- (j) a facility letter (the "**NatWest FX Facility Letter**") to be entered into between NatWest, the Parent and the other Borrowers (as therein defined such Borrowers together with the Parent are referred to herein as the "**FX Borrowers**") pursuant to which NatWest will make available by NatWest to the FX Borrowers a forward foreign exchange facility in an aggregate principal amount not exceeding £12,500,000; and
- (k) a BAC's facility letter (the "**NatWest BAC's Facility Letter**") to be entered into between the Parent and the other Borrowers (as therein defined such Borrowers together with the Parent are referred to herein as the "**BAC's Borrowers**") pursuant to which NatWest will make available to the BAC's Borrowers a BAC's facility in the amount not exceeding £15,000,000 or such higher amount as maybe agreed by the Majority Banks as defined in the Senior Facility Agreement and the Majority Lenders (as defined in the Senior Mezzanine Facility Agreement and the Junior Mezzanine Facility Agreement),

be and are hereby approved;

The Existing Senior Facilities, the New Senior Facilities, the Senior Mezzanine Facility and the Junior Mezzanine Facility together referred to herein as the "**Facilities**". The Banks, the Senior Mezzanine Lenders and the Junior Mezzanine Lenders and any other bank or financial institution from time to time participating in the Facilities together referred to herein as the "**Lenders**". The Second Supplemental Senior Facility Agreement, the NatWest Ancillary Facility Letter, the NatWest FX Facility Letter, the NatWest BAC's Facility Letter, the Second Supplemental Junior Mezzanine Facility Agreement, the Senior Mezzanine Facility Agreement and the Supplemental Agreements together referred to herein as the "**Facilities Agreements**". The Second Supplemental Debenture and the New Priority Agreement and the Facilities Agreements together referred to herein as the "**Documents**".

2. THAT the execution, delivery and performance by the Company of, and the subsequent exercise of rights under, the Documents is in the best interests of the Company.