

**Company No: 4221841**

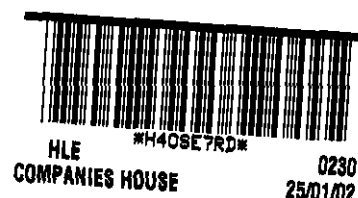
**PL Company 5 Limited (the "Company")**

**Written Resolution pursuant to  
Section 381A Companies Act 1985 (as amended)**

We, the undersigned, being all 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, hereby pass the following resolutions as an Special Resolutions of the Company, pursuant to Section 381A of the Companies Act 1985 (as amended) and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as Special Resolutions;

**SPECIAL RESOLUTIONS**

1. **"THAT** the acquisition by the Company of the entire issued share capital of Best Company (UK) Limited (Company number 02025406) (the "Acquisition") from C Brewins, H Brearley and M R Bray pursuant to the terms of a General Offer and collateral documentation in the form attached hereto and initialled for identification by the signatories to this resolution and the documents referred to in the schedule attached hereto (the "Documents") which relate to the Facility to be granted to the Company following the completion of the Acquisition by Lloyds TSB Bank plc be and are hereby approved and ratified for all purposes including (without limitation) the provision of s320 Companies Act 1985 (as amended) subject to such changes as the Company's directors in their absolute discretion think fit."



2. "THAT, notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company's Directors, the Company's Directors and/or Secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for the Company, in such manner and subject to such changes as they, in their absolute discretion, think fit."

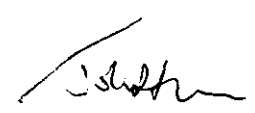
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.....  
Ronald David Scott

  
.....  
Timothy Whitworth

Date: 2002

We confirm receipt of a written resolution of which this is a copy.

  
.....  
Deloitte & Touche

Registered Auditors

Dated 23/1/2002 .....

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## SCHEDULE

- (a) the facility letter to be entered into between the Company (1) and the Bank (2), containing the terms upon which the Bank would provide the Facility to the Company (the "Facility Letter")
- (b) a loan note guarantee to be issued to the Shareholders by the Bank in connection with the Loan Notes (the "Loan Note Guarantee")
- (c) a debenture (the "Debenture") to be executed by the Company in favour of the Bank pursuant to which the Company would create security in the form of fixed and floating charges over all its assets and undertaking for all monies and liabilities presently or in the future due, owing or incurred by the Company to the Bank;
- (d) a corporate guarantee and indemnity (the "Guarantee") to be entered into by the Company, the Company would guarantee the due and punctual performance of the obligations and liabilities of Best to the Bank;
- (e) a loan agreement (the "Loan Agreement") to be entered into between the Company and Best relating to intra group loans to be advanced by Best to the Company from time to time and which the Company will use in part, to fund the costs of the acquisition of shares in Best Company (UK) Limited and in part to fund payments to be made available to the Bank;
- (f) a deposit agreement to secure own liabilities pursuant to which the Company agrees to charge and pay all Deposits (therein defined) to the Bank (the "Charge on Deposit");
- (g) a counter indemnity agreement pursuant to which the Company would indemnify the Bank for monies paid by the Bank on connection with the facility to the Shareholders under the Loan Notes;
- (h) a certificate to be given by the Company to the Bank in the form now produced confirming that it is the sole shareholder of Best; and
- (i) a certificate to be given by the secretary and a director of the Company and Best to the Bank in relation to, inter alia, the facilities to be provided by the Bank to the Company and to

Best, the powers of the Company and its directors, the validity of resolutions passed by the Company and certifying that Best would not utilise the Bank facilities in any way which would contravene the provisions of sections 151-158 of the Act.