



255252

ACCANTIA HEALTH AND BEAUTY LIMITED
(the "Company")

**SPECIAL RESOLUTIONS PASSED BY WAY OF WRITTEN RESOLUTIONS
OF ALL THE MEMBERS OF THE COMPANY
DATED 21 NOVEMBER 2002**

We, the undersigned, being the holders of the entire issued capital of the Company having the right to attend and vote at a general meeting of the Company hereby **RESOLVE**:

1. **THAT**, subject to compliance with sections 155 to 158 of the Companies Act 1985 (the "Act"), the giving by the Company of financial assistance for the purpose of the acquisition by Pinkwood Limited ("**Pinkwood**") of all the issued shares in the capital of the Company and/or discharging a liability incurred for the purpose of that acquisition in the form described in the statutory declaration sworn by the directors of the Company pursuant to section 155(6) of the Act on the date hereof be approved.
2. That the execution, delivery and performance by the Company of:
 - (i) a deed of accession to be made between, among others, the Company and The Governor and Company of the Bank of Scotland (the "**Facility Agent**") to a loan agreement (the "**Senior Facilities Agreement**") to be made between, among others, Pinkwood, the Original Lenders (as defined therein), The Governor and Company of the Bank of Scotland as security agent (the "**Security Agent**") and the Facility Agent pursuant to the terms of which the Original Lenders have agreed to make available facilities in the aggregate principal amount of £131,000,000 (the "**Senior Facilities**") to Pinkwood;
 - (ii) a deed of accession to be made between, among others, the Company and The Governor and Company of the Bank of Scotland (the "**Mezzanine Agent**") to a mezzanine loan agreement (the "**Mezzanine Facility Agreement**") to be made between, among others, Pinkwood, the Original Mezzanine Lenders (as defined therein), the Security Agent and the Mezzanine Agent pursuant to the terms of which the Original Mezzanine Lenders have agreed to make available a facility in the aggregate principal amount of £30,000,000 (the "**Mezzanine Facility**") to Pinkwood;
 - (iii) a deed of accession to be made between, among others, the Company and The Governor and Company of the Bank of Scotland (the "**Bond Facility Agent**") to a deed to be made between, among others, Pinkwood as Original Guarantor, the Bond Facility Agent and the Original Subscribers (as defined therein) (the "**Bond Deed**") pursuant to the terms of which (and the terms of a subscription agreement to be made between, among others, Pinkwood and the Bond Facility Agent) (the "**Subscription Agreement**")

and, together with the Bond Deed, the "**Bond Instruments**")), the Original Subscribers agreed to subscribe for deep discount bonds issued by Pinkwood with an initial issue price of £25,000,000,

(the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Bond Instruments being together the "**Financing Agreements**");

- (iv) a deed of accession to be made between, among others, the Company and the Security Agent to an intercreditor deed to be made between, among others, Pinkwood as an Original Obligor, the Original Senior Lenders (as defined therein), the Original Mezzanine Lenders (as defined therein), the Bondholders (as defined therein) and the Security Agent (the "**Intercreditor Deed**");
- (v) a deed of accession to be made between, among others, the Company and the Security Agent to a trust deed to be made between, among others, Pinkwood as an Obligor, the Senior Arranger (as defined therein), the Original Lender (as defined therein) and the Security Agent (the "**Security Trust Deed**");
- (vi) a deed of accession to be made between, among others, the Company and the Security Agent to a debenture (the "**Debenture**") to be made in favour of the Security Agent, pursuant to which the Company will give security for, *inter alia*, the obligations of Pinkwood under the Financing Agreements;
- (vii) a debenture side letter (the "**Debenture Side Letter**") to be made between, among others, the Company and the Security Agent, pursuant to the terms of which the Security Agent would waive the restriction imposed on the Company to collect and deal with all Receivables (as defined in the Debenture) in the ordinary course of business and utilise and draw and withdraw any credit balance on any account;
- (viii) an ancillary facilities letter (the "**Ancillary Facilities Letter**") to be made between, among others, the Company and the Ancillary Lender (as defined in the Senior Facilities Agreement), pursuant to the terms of which the Ancillary Lender agreed to make available certain ancillary facilities to Pinkwood on the terms and conditions set out therein; and
- (ix) an intercompany loan agreement (the "**Intercompany Loan Agreement**") to be made between, among others, the Company and Pinkwood pursuant to the terms of which the Company, its subsidiaries and Pinkwood agreed to lend to, and borrow from, each other on the terms and conditions set out therein,

(together, the "**Documents**") be approved, even though the execution, delivery and performance of each of those documents constitutes financial assistance for the purposes of the acquisition.

Terms not otherwise defined shall have the meaning given to them in the Senior Facilities Agreement and the Mezzanine Facility Agreement.

EXECUTED:

FOR AND ON BEHALF OF ACCANTIA TOILETRIES LIMITED

By:

A handwritten signature in black ink, appearing to be 'A. H. J.', written over a horizontal line.