

THE COMPANIES ACT 1985
AND
THE COMPANIES ACTS 1985 AND 1989

**PRIVATE COMPANY LIMITED
BY SHARES**

**WRITTEN RESOLUTION
OF
TRUTEX LIMITED**



Passed on 20 October 2005

Pursuant to section 381A of the Companies Act 1985 (the "Act"), we the undersigned, being all the members of the Company who (at the date of these resolutions) would be entitled to receive notice of and to attend and vote at general meetings of the Company (the "**Members**") and in accordance with Schedule 15A of the Act, having been supplied with a copy of the statutory declaration made pursuant to section 155 of the Act and the statutory auditor's report annexed hereto, hereby pass the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if passed as special resolutions at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTIONS

1. That the memorandum and articles of association of the Company be amended as follows:
 - (a) by the insertion of the following new sub-clause 4.13 in the Memorandum of Association of the Company and the subsequent renumbering of the remaining clauses of the Memorandum of Association as clauses 4.14 to 4.16 respectively:-

"4.13 Subject to and in accordance with due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act 1985 (the "Act") (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act."

2. 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 the acquisition by Trutex Holdings Limited (company number 5333114) ("**THL**") of the entire issued share capital of the Company (the "**Acquisition**") be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of the directors, the directors or one director and the Company Secretary (as applicable) be and they are hereby empowered, authorised and directed to complete and enter into the following documents to which the Company is or is to become a party:
- (a) an inter-company loan agreement to be entered into between the Company and THL pursuant to which the Company agrees to make a loan in the sum of £250,000 available to THL for the purposes of the Acquisition (the "**Loan Agreement**");
 - (b) a transfer pursuant to which the Company agrees to transfer to Stirling Properties(Leeds No.1) LLP ("**Stirling**") its long leasehold in the property known as Jubilee Mill, Taylor Street, Clitheroe, BB7 1NL (the "**Property**") (the "**Transfer**") and thereafter take a lease of the Property from Stirling in consideration for which Stirling agrees to assign the benefit of a debt owed by THL to Stirling in the sum of £1,512,400 (the "**Debt**") as a result of which THL was able to carry out the Acquisition;
 - (c) a lease to be entered into between the Company and Stirling in relation to the Property (the "**Lease**");
 - (d) an assignment, assigning the benefit of the Debt from Stirling to the Company (the "**Assignment**");
 - (e) an intragroup funding agreement to be entered into between the Company and THL pursuant to which the Company will make available a revolving intragroup funding facility. (the "**Funding Agreement**");
 - (f) a facility letter (the "**Facility Letter**") to be entered into between the Company, THL and HSBC Bank plc (the "**Bank**") pursuant to which the Bank agrees to make a term loan of up to £400,000 available to the Company for the purpose of, amongst others, funding the Acquisition and its on-going capital expenditure requirements;
 - (g) a working capital and ancillary facilities letter (the "**Working Capital Facility Letter**") to be entered into between the Company and the Bank pursuant to which the Bank agrees to provide a working capital facility and ancillary facilities of up to an overall limit of £4,750,000 to the Company for the purpose of funding the Acquisition and for its on-going working capital needs;
 - (h) a debenture (the "**Debenture**") to be given by the Company to the Bank, pursuant to which the Company would create fixed and floating charges over all its property assets and undertaking, both present and future, in favour of the Bank, as security for the payment and discharge of all liabilities and obligations of the Company to the Bank;

- (i) mortgages of life policies in respect of the keyman life policies of each of Graham Firth, Jules Hydleman, Rob Mullins, Clare Rix and David Storey (the "**Mortgages of Life Policies**") to be entered into between the Company and the Bank, pursuant to which the Company would provide security to the Bank for all present and future obligations and liabilities to the Bank;
- (j) a general pledge (the "**General Pledge**") to be entered into between the Company and the Bank pursuant to which the Company would provide security:-
 - (i) in the form of a pledge with full title guarantee to the Bank in respect of, inter alia, its documents of title, transportation documents, insurance policies and other instruments relating to goods and/or produce and the goods to which the documents relate; and
 - (ii) in the form of an assignment with full title guarantee to the Bank of all rights and claims in relation to the proceeds of any policy of insurance issued with respect to the goods;

for the discharge of all present and future obligations and liabilities of the Company to the Bank;

- (k) a form of guarantee and indemnity to be given by the Company and THL to HSBC IF (the "**HSBC IF Security**").
3. That notwithstanding that the entry into the Loan Agreement, the Transfer, the Assignment, the Funding Agreement, the Lease, the Facility Letter, the Working Capital Facility Letter, the Debenture, the Mortgages of Life Policies, the General Pledge, and the HSBC IF Security (the "**Assistance Documents**") would constitute financial assistance within the meaning of sections 151 to 158 (inclusive) of the Act, the Company *is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms thereof*, and accordingly, the giving of such financial assistance is in the best interests of the Company and the giving of such financial assistance be and is hereby approved.
 4. 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 Assistance Documents for the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit).

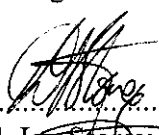
Signed by all the members of the Company who as at the date hereof would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting.

.....
Signed by
as attorney for Ace LP

Date of signature:

.....
Signed by
as attorney for
Murray Johnstone Private Acquisitions 'B'

Date of signature:


.....
David Ian Storey

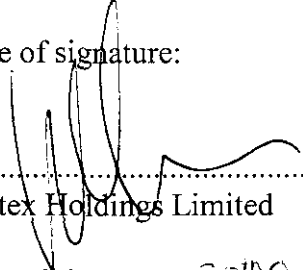
Date of signature: 20th October 2005

.....
signed by
as attorney for Murray Johnstone Private
Acquisitions 'A'

Date of signature:

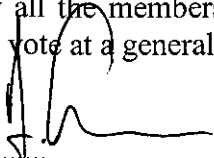
.....
Signed on behalf of 3i Group plc
.....
Authorised Signatory

Date of signature:

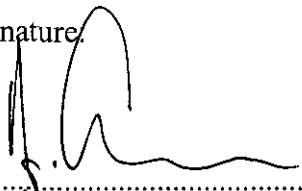

.....
Trutex Holdings Limited

Date of signature: 20th October 2005

Signed by all the members of the Company who as at the date hereof would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting.


.....
Signed by Andrew Glennon
as attorney for Ace LP

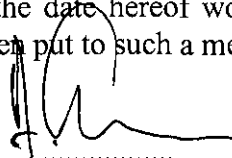
Date of signature:


.....
Signed by Andrew Glennon
as attorney for
Murray Johnstone Private Acquisitions 'B'

Date of signature:

.....
David Ian Storey

Date of signature:


.....
signed by Andrew Glennon
as attorney for Murray Johnstone Private
Acquisitions 'A'

Date of signature:

.....
Signed on behalf of 3i Group plc

.....
Authorised Signatory

Date of signature:

.....
Trutex Holdings Limited

Date of signature:

Signed by all the members of the Company who as at the date hereof would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting.

.....
Signed by
as attorney for Ace LP

Date of signature:

.....
signed by
as attorney for Murray Johnstone Private
Acquisitions 'A'

Date of signature:

.....
Signed by
as attorney for
Murray Johnstone Private Acquisitions 'B'

Date of signature:

William A Clark
.....
Signed on behalf of 3i Group plc

William A Clark
.....
Authorised Signatory

Date of signature: *20 OCTOBER 2005*

.....
David Ian Storey

Date of signature:

.....
Trutex Holdings Limited

Date of signature: