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**WRITTEN RESOLUTIONS
OF
MORPUS NO 1 LIMITED
Company Number: 04273590**

We, the undersigned being the sole member of the above named Company entitled to attend and vote at an Extraordinary General Meeting of the Company hereby resolve that resolutions 1, 2 and 3 below be and are passed as special resolutions of the Company pursuant to the provisions of section 381A of the Companies Act 1985 and confirm that such resolutions shall be as valid and effectual as if they had been passed at an extraordinary general meeting of the Company duly convened and held:-

1. 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 of the shares in the Company and the freehold property known as the land and buildings on the South West side of Highlands Road, Shirley, Solihull, West Midlands and registered at H M Land Registry under title number: WM716741 (the "Property") and the accession by the Company to the Facility Agreement as defined below) be and are hereby approved and (notwithstanding any provisions of the Memorandum and Articles of Association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such documents being:-
 - 1.1 a form of debenture to be given by the Company to the Bank securing, among other obligations, sums due under a facility agreement (made between the Bank of Scotland (the "Bank") and Crosscheck Property Holdings (Guernsey) Limited (the "Borrower") and to which certain subsidiaries of the Borrower have acceded and such facility agreement being amended on or around the date hereof (the "Facility Agreement") (the "Debenture");
 - 1.2 a legal charge over the Property to be granted by the Company and Morpus No. 2 Limited to the Bank (the "Legal Charge");
 - 1.3 a draft form of accession letter (the "Accession Letter" and, together with the Debenture and the Charge, the "Documents") to be made between the Company, the Borrower and the Bank pursuant to which the Company agrees to become an Additional Borrower (as defined in the Facilities Agreement) and an Obligor (as defined in the Facility Agreement) and thereby would be jointly and severally liable with each of the other Obligors for all sums due under the Facility Agreement.
2. That the Memorandum of Association of the Company be amended as follows:-

by the insertion of the following additional paragraphs after the existing paragraph 3.2.7:-

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“ 3.2.7.1 and to support or secure whether by personal covenant or creating mortgages, charges or liens upon all or any part of the undertaking, property or assets of the Company (present and future) including any uncalled capital of the Company or both such means, on such terms as may seem expedient, any obligations of the Company itself (whether as principal or surety) and/or any other person, firm or company including (without limiting the generality of the foregoing) the obligations of the Company's holding company or associated company or otherwise generally and as the Company sees fit.”

3.2.7.2 and either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee or indemnity, and so as to be an independent object of the Company, to guarantee and give indemnities in respect of the performance of the obligations and/or the discharge of the liabilities of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary (both as defined by the Companies Act 1985) ("holding company" and "subsidiary" respectively) or a subsidiary of the Company's holding company or otherwise associated with the Company in business and in respect of any obligations and/or liabilities including the payment of capital or principal together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations or liabilities of any nature whatsoever and without limiting the generality of the foregoing obligations and/or liabilities for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or for the time being the Company's holding company due, owing or incurred to bankers or any other person by any company, firm or person, and in particular, (but not by way of limitation) by the Company's holding company or a subsidiary of the Company or of the Company's holding company or any company which is contemplated to become the Company's holding company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate or for any purpose whatsoever as the Company sees fit.”

3. That the Articles of Association of the Company be amended by the addition of the following as a additional Article 118:-

“Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles):-

118.1 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-

118.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or

118.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

118.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

118.2 The Directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Special Article 118.1 above).

118.3 The minimum number of Directors shall be one and there shall be no maximum number of Directors.

118.4 The registered holder from time to time of the majority of the issued ordinary share capital of the Company or the holder or holders of share warrants in respect of such majority shall have the right at any time and from time to time by notice delivered to the registered office of the Company or to any meeting of the board of Directors of the Company accompanied in the case of share warrants by a Director's letter, to appoint to the office of Director and/or to remove from the office of Director any person or persons as such registered holder shall in its absolute discretion think fit so that it may by notice remove all persons then acting as Directors of the Company from that position and appoint new persons to act in their place.

118.5 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a

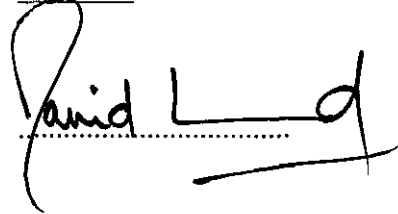
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general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members and shall be effective whether or not a copy has been sent to the auditors or they have been otherwise notified of its contents in accordance with section 381B of the Companies Act 1985."

Name of Shareholder

Signature

Paradigm Limited

A handwritten signature in black ink, appearing to read "David L. d.", written over a dotted line. The signature is stylized with a large initial 'D' and a long horizontal stroke.

DATED: 22 November 2002