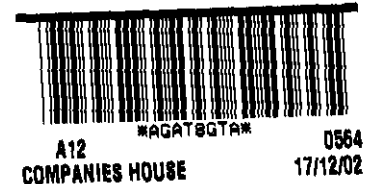


THE COMPANIES ACT 1985  
RESOLUTIONS IN WRITING

of

TORIN LIMITED  
(the "Company")



In accordance with Regulation 53 of Table A of the Companies Act 1985, as incorporated into the Company's Articles of Association, we, the undersigned, being the sole member of the Company who, at the date of these resolutions is entitled to attend and vote at a general meeting of the Company, hereby make the following written resolutions which shall have the effect as special resolutions duly passed by the Company in general meeting:

**THAT:**

1. the Company be authorised to accede to a facilities agreement dated 3 December 2002 and made between (1) Volution Holdings Limited, (2) Volution Limited, (3) the Original Guarantors as listed in Part 2 of Schedule 1 thereto, (4) Mizuho Corporate Bank, Ltd in its capacity as Mandated Lead Arranger, (5) Mizuho Corporate Bank, Ltd in its capacity as Bookrunner, (6) the Financial Institutions listed in Part 3 and Part 4 of the Schedule 1 thereto as Original Lenders, (7) Mizuho Corporate Bank, Ltd in its capacity as Agent, (8) Mizuho Corporate Bank, Ltd in its capacity as Issuing Bank, and (9) Mizuho Corporate Bank, Ltd in its capacity as Security Agent, (the "**Facilities Agreement**") as varied, assigned, transferred, modified, amended, novated, supplemented, extended, restated and/or replaced in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the facilities under such document) pursuant to which the Company will indemnify and guarantee in favour of the Finance Parties (defined in the Facilities Agreement) amongst other things, the obligations of, inter alia, Volution Holdings Limited and certain of its Subsidiaries to the Finance Parties (as defined in or by reference to the Facilities Agreement), for the purpose of assisting in the funding of the acquisition by Volution Limited of the entire issued share capital of the Company's holding company Vent-Axia Group Limited, secured by the provisions of the guarantee contained therein and the Debenture (as defined below). By executing the Facilities Agreement, the Company will also give certain representations, warranties, covenants and indemnities to the Finance Parties (as

defined therein) to enable the Finance Parties to make certain facilities under the Facilities Agreement available.

2. the Company be authorised to accede to a mezzanine loan agreement dated 3 December 2002 and made between (1) Volution Holdings Limited (2) Volution Limited, (3) the Original Guarantors as listed in Part 1 of Schedule 2 thereto, (6) the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders) and (4), (5), (7) and (8) Mizuho Corporate Bank, Ltd in its capacities as Mandated Lead Arranger, Bookrunner, Agent and Security Agent (the "**Mezzanine Loan Agreement**"), as varied assigned, transferred, modified, amended, novated, supplemented, extended, restated and/or replaced in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the facilities under such document) pursuant to which the Company will indemnify against and guarantee in favour of the Finance Parties (as each term is defined in the Mezzanine Loan Agreement), amongst other things, the obligations of, inter alia, Volution Holdings Limited and certain of its Subsidiaries to the Security Agent and the Finance Parties under or in connection with any Finance Documents (as defined in the Mezzanine Loan Agreement), for the purpose of assisting in the funding of the acquisition by Volution Limited of the whole issued share capital of the Company's holding company Vent-Axia Group Limited, secured by the provisions of the guarantee contained therein and the Debenture (as defined below). By executing the Mezzanine Loan Agreement, the Company will also give certain representations, warranties, covenants and indemnities to the Finance Parties.
3. the Company be authorised to accede to an intercreditor deed dated 3 December 2002 and made between (1) Mizuho Corporate Bank, Ltd as Senior Agent, (2) Mizuho Corporate Bank, Ltd as Security Agent (3) the Senior Creditors as listed in Schedule 1 thereto, (4) the Hedging Banks as listed in Schedule 2 thereto, (5) Mizuho Corporate Bank, Ltd as Mezzanine Agent, (6) the Mezzanine Creditors as listed in Schedule 3 thereto, (7) the Investors listed in Schedule 4 thereto, (8) Volution Holdings Limited as the Company and (9) the Obligors listed in Schedule 5 thereto (the "**Intercreditor Deed**") as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the facilities under such document) pursuant to which, inter alia, each Obligor guarantees to each Hedging Bank payment in full of the Hedging Debt owed to it by any other Obligor (definitions as contained therein) and which also governs the priorities between the various parties as described therein.

4. the Company be authorised to accede to a debenture dated 3 December 2002 and made between (1) Mizuho Corporate Bank, Ltd (as Security Agent), and (2) the companies listed in schedule 1 thereto as Chargors pursuant to which the Company will grant fixed and floating charges over the whole of its property, assets and undertaking to the Security Agent in accordance with the terms contained therein (the "**Debenture**" as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the facilities under such document)) for the purpose of securing all present and future obligations and liabilities (whether actual or contingent and whether jointly or severally, or in any other capacity) of the Obligors to the Beneficiaries (as defined therein) pursuant to the Finance Documents (as defined therein).
5. the Company be authorised to accede to an intra-group loan agreement dated 3 December 2002 and made between (1) Volution Holdings Limited and Volution Limited as Borrowers, and (2) the companies listed in Schedule 1 thereto as Lenders (the "**Intra-group Loan Agreement**") pursuant to which the Lenders will agree to lend money to the Borrowers (as such terms are defined therein).
6. the terms of and the transactions contemplated by the Facilities Agreement, Mezzanine Loan Agreement, Intercreditor Deed, Debenture and Intra-group Loan Agreement (the "**Documents**") and all other Finance Documents and Transaction Documents (as defined in the Facilities Agreement and the Mezzanine Loan Agreement), to which the Company is a party (whether by accession or otherwise), be approved.
7. the Company be authorised to give the financial assistance described in the statutory declarations sworn by the directors and appended hereto.
8. notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company, the documents described in the declarations referred to above be entered into notwithstanding that obligations contained therein constitute financial assistance within Section 151 of the Companies Act 1985 (the "**Act**") and that subject to the procedures set out in Sections 155-158 of the Act being followed the giving of such financial assistance by the Company be and is hereby approved. The original statutory declaration and its annexed Auditors' Reports required by Section 156(4) of the Act have been made available to the member of the Company.
9. the execution, delivery and performance of the documents described in the statutory declarations referred to above (together with that of any ancillary documents referred to

therein) and the arrangements referred to in the above paragraphs are for the benefit and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof.

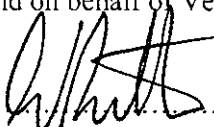
10. any act done or document executed pursuant to any of the foregoing paragraphs of this resolution shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolutions).

11. notwithstanding any personal interest, the board of directors of the Company be and is hereby specifically authorized, empowered and directed in the name of and on behalf of the Company to:

11.1 execute and deliver each of the Documents in the form produced to the meeting, or with such amendments as they shall in their discretion approve; and

11.2 enter into such documentation and to take such action as may be required in order to carry out the matters referred to above.

For and on behalf of Vent-Axia Group Limited

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.....9 December 2002  
Date