

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CELLUWARE LIMITED

(Passed on 26 June 1992)

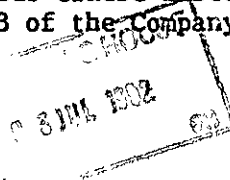
We, the undersigned, being all the members of the Company named above ("the Company") HEREBY RESOLVE that:-

(1) the provisions of the Memorandum of Association of the Company with respect to its objects be and they are hereby altered as follows:-

(A) by the insertion of the following sub-clause after sub-clause (T) in clause 3 of the Company's Memorandum of Association:-

"(TT) To guarantee in any manner the payment of any moneys, the discharge of any debts and liabilities and the performance of any kind of obligation by any person, firm or corporation, wherever resident, formed or incorporated, including, but without limitation, any corporation which is a holding company, a subsidiary or a fellow subsidiary of the Company, to give any kind of indemnity or other undertaking in relation to the foregoing, to secure any such guarantee, indemnity or undertaking or the payment, discharge and performance of any such moneys, debts, liabilities and obligations by any mortgage, charge, pledge, lien or other security of any kind upon the whole or any part of the undertaking, property and assets of the Company, present and future, wherever situated, including its uncalled capital, and, without prejudice to the generality of the preceding words, to enter into any such transaction in relation to any debenture stock, loan stock, bonds, notes or other securities which have been or may be issued or allotted (whether in England or elsewhere) by any person, firm or corporation, and to affect all kinds of similar transactions under the laws of England or any other country or territory"; and

(B) by the insertion of the following sub-clause instead of the existing sub-clause (W) in clause 3 of the Company's Memorandum of Association:-



"(W) To do all such other things as are incidental or conducive to the attainment of the above objects or are usually carried on in connection therewith, and so that the word "Company" in this Clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere and it is hereby declared that each of the sub-clauses of this clause shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other sub-clause, and further that each such sub-clause shall be in no way limited or restricted by reference to or inference from the terms of any other sub-clause";

- (2) the draft regulations contained in the printed document annexed hereto be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company;
- (3) subject to compliance with Sections 155-158 of the Companies Act 1985, the execution delivery and performance by the Company of the following documents in the form annexed hereto be approved:-
  - (A) a Facilities agreement, by way of a deed of accession, ("Facilities Agreement") between the Governor and Company of the Bank of Scotland ("the Bank") (1) and Pimperl (Holdings) Limited (2) providing a term loan Facility and a guarantee Facility;
  - (B) a working capital facility letter ("Working Capital Facility Letter") between the Bank and the Company and Pimperl (Holdings) Limited providing a working capital facility; and by way of security for the Company's obligations under the Facilities Agreement and the Working Capital Facility Letter;
  - (C) a Composite Guarantee and Debenture granted by the Company and Pimperl (Holdings) Limited in favour of the Bank substantially in the form annexed hereto;
  - (D) a letter of charge and set off in favour of the Bank substantially in the form annexed hereto; and
  - (E) a deed of assignment of trade indemnity insurance in favour of the Bank substantially in the form annexed hereto;

(the documents referred to in paragraphs (A) to (E) above being referred to below as the "Financing Documents");
4. the giving of financial assistance by the execution of, and the subsequent exercise of rights under, the Financing Documents is hereby approved;

5. the execution of the Financing Documents is in the best interests of and for the benefit of the Company and there is full and fair consideration to the Company for its obligations under the Financing Documents and the approval to the Company to enter into such Financing Documents is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of Sections 151 and 152 of the Companies Act 1985;
6. The above Resolution shall have effect notwithstanding any provision of the Company's Articles of Association and is to take effect in relation to the Company as if passed by it as a Special Resolution.

Signed by: *Vivian M. Lyne*.....  
ROY HARRY GEORGE by *PIMPERNEL*  
(HOLDINGS) LIMITED pursuant  
to a power of attorney  
dated 26 June 1992

Signed by: *Vivian M. Lyne*.....  
JEAN BERTHA WATERS by  
*PIMPERNEL* (HOLDINGS) LIMITED pursuant  
to a power of attorney  
dated 26 June 1992

Signed by: *Vivian M. Lyne*.....  
for and on behalf of  
THE TRUSTEES OF THE  
CELLUWARE TRUST by *PIMPERNEL*  
(HOLDINGS) LIMITED pursuant  
to a power of attorney  
dated 26 June 1992

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