

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

of

ROOF UNITS LIMITED

CRN: 1000703

(the "Company")



In accordance with Regulation 53 of Table A of the Companies Act, as incorporated into the Company's Articles of Association, we, the undersigned, being all of the members of the Company who, at the date of these resolutions are 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 enter into a facilities agreement dated on or about the date hereof, made between (1) Volution Holdings Limited, (2) the Original Borrowers as listed in Part 1 of Schedule 1 contained therein, (3) the Original Guarantors as listed in Part 2 of Schedule 1 contained therein, (4) Lloyds TSB Bank plc in its capacity as Mandated Lead Arranger, (5) the Original Lenders listed in Parts 3 and 4 of Schedule 1 therein, (6) Lloyds TSB Bank plc in its capacity as Agent, and (7) Lloyds TSB Bank plc 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 Volution Holdings Limited and those other companies listed in schedule 1 therein to the Finance Parties (as defined in or by reference to the Facilities Agreement), for the purpose of assisting in the refinancing of facilities made available for 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 entry by the Company into an intercreditor deed dated on or about the date hereof, made between (1) Lloyds TSB Bank plc (as Security Agent), (2) Lloyds TSB Bank plc (as Senior Agent), (3) the Senior Creditors as listed in Schedule 1 therein, (4) the Hedging Banks named in Schedule 2 therein, (5) the Bilateral Creditors named in Schedule 3 therein, (6) the Investors named in Schedule 4 therein, (7) Volution Holdings Limited as the Company and (8) the other Obligors named in Schedule 5 therein (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 Obligor (definitions as contained therein) and which also governs the priorities of the parties as described therein.
3. The entry by the Company into a debenture to be entered into between (1) Lloyds TSB Bank plc (as Security Agent) and (2) Volution Holdings Limited and certain of its subsidiaries (including the Company) pursuant to which the Company will grant assignments and 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 of the Company and the other Original Obligors (as defined in the Facilities Agreement) (whether actual or contingent and whether jointly or severally, or in any other respect of the obligations to the Beneficiaries (as defined therein) pursuant to the Finance Documents (as defined therein).
4. The entry by the Company into an intra-group loan agreement to be entered into between (1) Volution Holdings Limited and Volution Limited as Borrowers and (2) the companies named therein as Lenders (the **"Intra-Group Loan Agreement"**) pursuant to which, inter alia, the Company as Lender will agree to lend money to the Borrowers (as defined therein).
5. The terms of and the transactions contemplated by the Facilities Agreement, Intercreditor Deed, Debenture and Intra-Group Loan Agreement (the **"Documents"**) and all other Finance

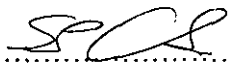
Documents and Transaction Documents (as defined in the Facilities Agreement), to which the Company is a party, be approved.

6. The Company be authorised to give the financial assistance described in the statutory declarations sworn by the directors and appended hereto.
7. 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.
8. The execution, delivery and performance of the documents described in the 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.
9. 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).
10. 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:
 - 10.1 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
 - 10.2 enter into such documentation and to take such action as may be required in order to carry out the matters referred to above.

Dated ...15th December 2004

Signed 

for and on behalf of
Vent-Axia Group Limited

Signed 

for and on behalf of
Volution Limited