

SOLEX HOMEVIEW LIMITED (the "Company")

**Written Resolution pursuant to
Section 381A Companies Act 1985 (as amended)**

We, the undersigned, being all the member(s) of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as Special Resolutions of the Company pursuant to section 381A of, and Schedule 15A to, the Companies Act 1985 (as amended) and hereby 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 provisions of the Memorandum of Association of the Company with respect to its objects be altered by the insertion of a new sub-clause as follows:

Subject to and in accordance with due compliance with the provisions of sections 155-158 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 purposes as is specified in sections 151(1) or 151(2) of the Act, including the giving by the Company of a guarantee for the performance of any obligations of any other company or person and the creation of any security in respect of the same."

- 2 "That the provisions of the documents listed in the appendix to this Written Resolution (the "Relevant Documents"), which the Company is proposing to enter into in connection with the acquisition by Vebra Investments Limited of the entire issued share capital of the Company's parent company, Vebra Limited, be and are hereby approved (subject to such changes as the Company's Directors, in their absolute discretion, think fit)."

- 3 "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 Relevant Documents for the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit)."

- 4 "That, notwithstanding that the execution by the Company of the Relevant Documents and the performance of its obligations thereunder would constitute the giving by the Company of financial assistance within section 151-158 of the Act, the giving of financial assistance by the Company in the form and on the terms set out in Form(s) 155(6)(a) (including the auditors' report(s) attached thereto) be and is hereby approved"

- 5 "That Mr George Ayliffe be appointed an additional director of the Company"

- 6 "That Mr Iain Hamilton be appointed an additional director of the Company"

Signed for and on behalf of ~~Vebra~~ *Solex Computer Systems* Limited by: *[Signature]*

Director:

Iain Hamilton

Secretary:

G. Ayliffe

Date: *24 Dec 2003*



Appendix

Documents

1 A loan master agreement in Clydesdale Bank PLC's (the "**Bank**") standard form (together with any applicable schedules, annexures or supplemental documents which amend the same) and offer letters in respect each of the following:

- (a) A senior debt facility to Vebra Investments Limited;
- (b) A term loan facility to Vebra Investments Limited; and
- (c) An overdraft facility to Vebra Investments Limited,

In each case to be entered into between the Bank and Vebra Investments Limited (collectively the "**Loan Documentation**");

- 2 A debenture to be granted by Vebra Investments Limited to the Bank;
- 3 A debenture to be granted by Vebra Limited to the Bank;
- 4 A debenture to be granted by Solex Homeview Limited to the Bank;
- 5 A debenture to be granted by Craft Computer Systems Limited to the Bank;
- 6 A debenture to be granted by Solex Computer Systems to the Bank;
- 7 A debenture to be granted by Vebra Solutions Limited to the Bank;
- 8 An inter-company cross guarantee to be granted by Vebra Investments Limited, Vebra Limited, Solex Homeview Limited, Craft Computer Systems Limited, Solex Computer Systems and Vebra Solutions Limited in favour of the Bank;
- 9 An assignment by way of security of keyman insurance in respect of a policy taken out for Mr Hamilton in the name of Vebra Investments Limited, to the Bank;
- 10 A legal charge in respect of the Pocklington property, granted by Vebra Investments Limited in favour of the Bank;
- 11 A legal charge in respect of the St Albans property, granted by Mr Hamilton and Mr Gudgeon in favour of the Bank;
- 12 A guarantee (personal) from Mr McCluskey to the Bank supported by a second charge on his private home (together with a copy of such second ranking charge);
- 13 A guarantee (personal) from Mr Ayliffe to the Bank supported by a second charge on his private home (together with a copy of such second ranking charge);
- 14 A guarantee (personal) from Mr Hamilton to the Bank.
- 15 A guarantee entered into by each of the companies referred to at document 8 above in respect of the liabilities of Mr Ayliffe and Mr Hamilton to the bank pursuant to a Deed of Warranty in relation to intellectual property.

Each of the above being "**Documents**" and those Documents which the Company is required to enter into being "**Relevant Documents**".