

COMPANY NUMBER: 01906342



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

UCS PLANT LIMITED

We the undersigned, being the all the members of the Company for the time being entitled to receive notice of and attend and vote at a general meeting of the Company, hereby resolve in accordance with section 381A of the Companies Act 1985 by way of special resolutions and an ordinary resolution:-

SPECIAL RESOLUTIONS

1. That the Memorandum of Association of the Company be altered by inserting the following new sub-clause 3(Y) immediately after sub-clause 3(X):-

“(Y) To the extent that the same is permitted by law to give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company’s holding company for the time being (as defined by Section 736 of the Companies Act 1985) or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company’s holding company for the time being (as defined by Section 736 of the Companies Act 1985).”

2. That the Articles of Association of the Company be amended by inserting the following sentence at the end of Article 14(i):

“Notwithstanding the foregoing provisions of Article 14 and Articles 15 and 16 or any other Article the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer is in favour of any bank or institution to whom such shares have been charged by way of security, or in favour of any third party

nominated by such bank or institution pursuant to the power of sale under such security”.

3. That in connection with the acquisition of 331,860 Ordinary Shares of £1 each being the entire issued share capital of the Company by GW 215 Limited (“Purchaser”) and in accordance with Section 155(4) of the Companies Act 1985 the Company be and is hereby authorised to give the financial assistance (details of which are set out in the statutory declaration (Form 155(6)a) sworn by the Directors of the Company on today’s date, which statutory declaration and the Auditors’ report attached hereto have been considered).
4. That the execution, delivery and performance by the Company of:-
 - 4.1 an inter company cross guarantee (“Guarantee”) to be entered into by the Company in favour of Yorkshire Bank plc (“Bank”). It was noted that, pursuant to the Guarantee, the Company was to guarantee to the Bank the due and prompt payment of all monies now or at any time due, owing or incurred to the Bank by the Purchaser; and
 - 4.2 a debenture (“Debenture”) to be entered into by the Company in favour of the Bank. It was noted that, pursuant to the Debenture, the Company was to create a fixed and floating charge over all of its assets and undertaking in favour of the Bank as security for all monies now or at any time due, owing or incurred to the Bank by the Company. It was noted that these liabilities included liabilities arising pursuant to the Guarantee.
 - 4.3 a chattels mortgage (“Chattels Mortgage”) to be entered into by the Company in favour of the Bank. It was noted that pursuant to the Chattels Mortgage, the Company was to create a mortgage over all the plant machinery chattels or other equipment of the Company (as detailed in the Schedule to the Chattels Mortgage) in favour of the Bank as security for all monies now or at any time due, owing or incurred to the Bank by the Company.
 - 4.4 a legal charge (“Legal Charge”) to be entered into by the Company in favour of the Bank. It was noted that pursuant to the Legal Charge, the Company was to create a fixed charge over land and buildings at Rand, Market Rasen Lincolnshire (title number ●) in favour of the Bank as security for all monies now or at any time due, owing or incurred to the Bank by the Company.
 - 4.5 an intra group funding agreement (“Intra Group Funding Agreement”) to be entered into between inter alia the Purchaser, the Company and each other subsidiary of the Purchaser pursuant to which the Company agrees to make loans to the Purchaser

from time to time upon and subject to the terms of that agreement to enable the Purchaser to discharge its obligations and liabilities to the Bank.

- 4.6 its obligations under a working capital facility letter with accompanying counter indemnity in respect of bonding provisions between the Bank, the Purchaser, the Company and each other subsidiary of the Purchaser (the “Working Capital Facility Letter”)
- 4.7 an invoice from the Company to D A Ingall Esq for £272,493 plus VAT in respect of the sale of various assets of the Company and an invoice from the Company to C Spence Esq for £63,856 plus VAT in respect of the sale of various assets of the Company (“Invoices”)

(together the “Security Documents”) be approved, even though the execution, delivery and performance of those Security Documents constitutes financial assistance for the purpose of the acquisition by the Purchaser of all the entire issued share capital of the Company.

- 7 That the execution, delivery and performance by the Company of the Security Documents together with any ancillary documents referred to in them, and the transactions contemplated by them is for the benefit of 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 of them, the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the Security Documents which the Company is proposing to execute, deliver, perform and grant in connection with the acquisition by the Purchaser of the entire issued share capital of the Company (“Acquisition”) 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 execute, deliver and perform the Security Documents to which the Company is a party for and on behalf of the Company.

ORDINARY RESOLUTION

- 8 That, notwithstanding section 320 of the Companies Act 1985 the sale of various assets of the Company to D A Ingall Esq and C W Spence Esq for £272,493 plus VAT and £63,856 plus VAT respectively, being the assets fair market value which is not less than net book value, be and is hereby approved.

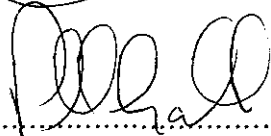
Dated 16 April 2003



DAVID INGALL



CLIFFORD SPENCE



PETER INGALL



TREVOR WATSON