

THE COMPANIES ACTS 1985 to 1989
PRIVATE COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
OF
NORMAN KNIGHTS LIMITED

PASSED 10th December 1993

At an EXTRAORDINARY GENERAL MEETING of the above Company held at 31 Southampton Row, London WC1B 5HJ on Friday the 10th day of December 1993 the following Resolutions were passed as SPECIAL RESOLUTIONS viz:-

1. THAT 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 inserting in Clause 3 after the existing sub-clause (q) the following new provisions to be numbered sub-clauses (r), (s), (t) and (u) respectively:-
 - "(r) Except insofar as prohibited by Section 151 of the Companies Act 1985, to give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Section 152 (1) of the Companies Act 1985) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) to give financial assistance for the purpose of or in connection with the purchase of or subscription for securities in any Associated Company (as defined below) to be made by any person or company.
 - (s) To borrow and raise money, and to secure or discharge any debt, obligation or liability, in any manner on any terms and for any purpose whatsoever, and in particular (without derogation from the generality of the foregoing) to secure any debt, obligation or liability by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company or by the creation and issue on any terms of debentures, debenture stock or other securities of any description.
 - (t) To lend and advance money or give credit or financial accommodation in any manner on any terms and for any purposes whatsoever, whether with or without interest and whether or not supported by guarantee

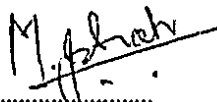
and/or security, to any person or company, including but not limited to any company which is for the time being an Associated Company (as defined below) of the Company.

- (u) To enter into any guarantee, bond, contract of indemnity or suretyship and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company and in particular (without derogation from the generality of the foregoing) to guarantee, support or secure, by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner whatsoever, the payment or repayment of any moneys secured by, or payable under or in respect of, any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including but not limited to those of any company which is for the time being an Associated Company (as defined below) or is otherwise associated with the Company in business."
- (B) By re-numbering the remaining provisions of Clause 3 accordingly.
- (C) By the insertion in Clause 3 immediately following sub-clause (v) of the new provision set out below:-

"For the purpose of this Clause it is hereby declared that:-

- (i) the expression "company" (except where use in reference to this Company) shall be deemed to include any government or any statutory, municipal or public body, partnership, associations, syndicate or other body of persons, whether incorporated or unincorporated and whether incorporated, domiciled or resident in the United Kingdom or elsewhere;
- (ii) the expression "person" shall include any company as well as any other legal or natural person;
- (iii) the expression "securities" means and includes, any fully, partly or nil paid share, stock, debenture or loan stock, bill, note, warrant, coupon, deposit receipt or certificate, fund or other obligation, interest or participatory right of any kind whatsoever;
- (iv) the expression "and" and "or" shall mean "and/or" where the context so admits and the expressions "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible;
- (v) the expression "Associated Company" shall mean any company which is for the time being:-
 - (a) a Holding Company (as defined by Section 736 of the Companies Act 1985) of the Company; or
 - (b) a Subsidiary (as defined by Section 736 of the Companies Act 1985) of the Company or any Holding Company of the Company; or

- (c) a company which holds or beneficially owns not less than 30% of the issued share capital of the Company or of any Holding Company of the Company (whether directly or through another company or companies or partly by one method and partly by another);
 - (d) a company controlled either by the same persons as control the Company (or any Holding Company of the Company) or by connected persons;
 - (vi) the expressions "connected persons" and "control" have the respective meanings attributed to those expressions by Sections 533 and 534 of the Income and Corporation Taxes Act 1970; and
 - (vii) the objects specified in the different paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company, or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the substantive objects of a separate and independent company. None of the objects shall be deemed to be subsidiary or ancillary to any other object and may be carried out whether or not in connection with or in furtherance of the attainment of any other object."
2. THAT the provisions of the Articles of Association of the Company be and they are hereby altered:-
- (i) by the addition in the first line of Article 2. of "10," between "3," and "24,"
 - (ii) by the addition thereto after Article 22 of the following new Article to be numbered 23:-
- "THE Directors may at any time and from time to time appoint a person or persons to attend Meetings of the Directors by invitation and to advise and assist the Directors. Any person so appointed (hereinafter called an "Executive Director") shall not be a member of the Board, and shall not require any qualification, and shall not be entitled to vote at Meetings of Directors. Subject as aforesaid the Directors may define and limit the powers and duties of the Executive Directors."
3. That notwithstanding Section 151 (1) and (2) of the Companies Act 1985 the Company may guarantee the obligations of Heatglide Limited as purchaser of all the issued shares of the Company to Barclays Bank PLC and charge its assets in support of such guarantee and that such financial assistance be and it is hereby approved.



 Chairman

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