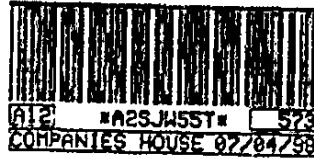


10 - 04 - 98

Company Number: 2073305



THE COMPANIES ACT 1985 to 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

Humana Consulting Limited (the "Company")

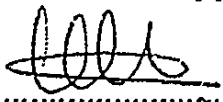
Passed on 11 / 2 1998

We, being all the members entitled to attend and vote at general meetings of the Company hereby resolve and agree, and consent in accordance with the Shareholder Agreement of the Company that the following Resolutions be passed as Ordinary Resolutions in the case of (a), (c) and (e) and as Special Resolutions in the case of (b) and (d) pursuant to Section 38 A of the Companies Act 1985:

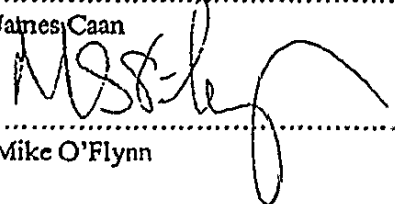
- (a) That the authorised share capital be increased from £100,000 by £1 by the creation of an additional 100 "A" Ordinary shares of 1p each having the rights set out in the Articles of Association amended at (b) below.
- (b) The Articles of Association of the Company be amended by the insertion of the attached clauses as clauses 6A and 6B;

Certified - true copy of the original.
N. Dunlop, JECLETANI 2.13/98

- (c) The Directors be and they are hereby generally and unconditionally authorised (in substitution for existing authorities) pursuant to and in accordance with Section 80 of the Companies Act 1985 ("the Act") to exercise all powers of the Company to allot relevant securities up to an aggregate nominal amount of £1 provided that this authority shall expire on the fifth anniversary from the date of the passing of this Resolution, except that the Company made before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if this authority had not expired provided further such allotments would have fallen within the limit aforesaid if made before such expiry. In this Resolution each of the expressions "allot" and "relevant securities" shall be construed in accordance with Section 80 of the Act.
- (d) THAT the directors be and they are hereby authorised and empowered pursuant to Section 95 of the Act to allot equity securities (as defined in Section 94(2) of the Act) for cash pursuant to the authority conferred by resolution (c) above as if Section 89(1) of the Act did not apply to such allotment, provided that such power shall expire on the first anniversary hereof save that the directors may before such expiry make any offer or agreement which would or might require equity securities to be allotted such after expiry and the directors may allot equity securities in pursuance of such offer or agreement as if this authority and power had not expired.
- (e) THAT the sum of £1 standing to the credit of the Company's reserves be capitalised by way of the issue of 100 "A" Ordinary Shares of 1p each fully paid up.



.....
James Caan



.....
Mike O'Flynn

Rider

To be inserted in Company's Articles

6 A Rights of "A" Ordinary Shares

The "A" Ordinary Shares shall rank pari passu in all respects with the existing Ordinary Shares of the Company except that holders thereof shall have no right to receive notice of, attend at or vote at general meetings of the Company.

6 B

- 1.1 Subject to the provisions hereinafter contained the Company may issue share warrants to bearer with respect to any shares which are fully paid up upon request in writing by the person registered as the holder of such shares. The request shall be in such form, and authenticated by such statutory declaration or other evidence as to the identity of the person making the same as the directors shall from time to time require.
- 1.2 Before the issue of a share warrant, the certificate (if any) for the shares intended to be included in it shall be delivered up to the directors.
- 1.3 Share warrants shall be issued under the seal of the company or, if the directors so resolve, in such other manner having the same effect as if issued under the seal of the company, and shall state that the bearer is entitled to the shares therein specified.
- 1.4 The bearer for the time being of a share warrant shall, subject to these Articles, be deemed to be a member of the company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register of members as the holder of the shares specified in such share warrant.
- 1.5 The shares included in any share warrant shall be transferred by delivery of the share warrant without any written transfer and without registration, and the provisions in these Articles with respect to the transfer and transmission of and to the lien of the company on shares shall not apply to shares so included.
- 1.6 No person shall as bearer of a share warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any general meeting of the company or sign any requisition for or give notice of intention to submit a resolution to a meeting, or to sign any written resolution of the company unless three days at least (or such lesser period as the directors shall specify) before the day appointed for the meeting in the first case, and unless before the requisition or notice is left at the registered office in the second case, or before he signs the written resolution in the third case, he shall have deposited the share warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the company or such other place as the directors appoint, together with a statement in writing of his name and address, and unless

the share warrant shall remain so deposited until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed. Not more than one name shall be received as that of the holder of a share warrant.

- 1.7 There shall be delivered to the person so depositing a share warrant a certificate stating his name and address and describing the shares represented by the share warrant so deposited by him, and such certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he were the registered holder of the shares specified in the certificate. Upon delivery up of the said certificate to the company, the share warrant in respect whereof it shall have been given shall be returned.
- 1.8 No person as bearer of any share warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such share warrant and stating his name and address, and (if and when the directors so require) permitting an endorsement to be made thereon of the fact, date, purpose and consequence of its production.
- 1.9 The directors shall provide as from time to time they shall think fit for the issue of the bearers for the time being of share warrants or coupons payable to the bearer providing for the payment of the dividends upon and in respect of the shares represented by the share warrants. Every such coupon shall be distinguished by the number of the share warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that share warrant.
- 1.10 Upon any dividend being declared to be payable upon the shares specified in any share warrant, the directors shall give notice to the members in accordance with these Articles, stating the amount per share payable, date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive at the expiration of such number of days (not exceeding 14) after so delivering it up as the directors shall from time to time direct the dividend payable on the shares specified in the share warrant to which the said coupon shall belong, according to the notice which shall have been so given.
- 1.11 The company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment to such amount of dividend on the share warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the company accordingly.
- 1.12 If any share warrant or coupon be worn out or defaced, the directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any share warrant or coupon be lost or destroyed, the directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity

being given to the company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new share warrant or coupon is issued shall also bear and pay to the company all expenses incidental to the investigation by the company of evidence of such loss or destruction and to such indemnity.

- 1.13 If the bearer of any share warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the company a declaration in writing, signed by him, in such form and authenticated in such manner as the directors shall from time to time direct, requesting to be registered as a member in respect of the shares specified in such warrant, and stating in such declaration his name and address, he shall be entitled to have his name entered as a registered member of the company in respect of the shares specified in such warrant so surrendered, but the company shall not be responsible for any loss incurred by any person by reason of the company entering in the register of members upon the surrender of a warrant the name of any person not the true and lawful owner of the warrant surrendered.
- 1.14 A notice may be given by the company to the holder of a share warrant to the address supplied by him by notice in writing to the company from time to time for the giving of notice to him. Any notice to the company supplying a new address for the giving of notices by the company shall be accompanied by the share warrant which shall be cancelled and a new share warrant shall be issued having endorsed thereon the address to which future notices by the company to the holder of the share warrant may be given.
- 1.15 The directors may from time to time require any holder of a share warrant who gives, or has given, an address at which notices may be served on him, to produce his share warrant and to satisfy them that he is, or is still, the holder of the share warrant in respect of which he gives or gave the address.
- 1.16 Any notice required to be given by the company to the members, or any of them, and not expressly provided for in these Articles, or any notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.
- 1.17 These Articles and the regulations contained in Table A shall be construed so as to give effect to this Article 4B.