

Company Number: 2387326

The Companies Act 1985

Company Limited by Sharese

Special Resolution in Writing of the Shareholders of

ASLOTTEL (2000) LIMITED

Passed on 26th February 2003



We, the undersigned, being all the members of Aslotel (2000) Limited ("the Company") entitled to attend and vote at general meetings of the Company hereby confirm that the subjoined resolution has been unanimously passed by us as a special resolution this day and year first above written:

SPECIAL RESOLUTION


That the Articles of Association of the Company be altered by the substitution of a new Clause 14 for the previous clause 14 under the heading of Transfer of Shares:


"14. Transfer of Shares (Pre-emption clause)

- (a) Save as regards transfer of shares made between members as hereinafter provided the Directors in their absolute discretion and without assigning any reason therefore, may decline to register the transfer of any share whether or not it is a fully paid share.
- (b) Save as otherwise hereinafter provided no member (hereinafter called "the retiring member") shall be entitled to transfer any shares whether by way of sale or otherwise, without first causing the same to be offered to the other members of the Company as the fair value in accordance with the provisions of this Clause.
- (c) In order to ascertain whether any other members of the Company are willing to purchase the shares at the fair value, the retiring member shall give notice in writing (herein after referred to as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers (if any) of the shares which the retiring member desires to sell, and shall constitute the Company the agent of the retiring member for the sale of such shares to the other members of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.
- (d) The Directors shall, with a view to finding members willing to purchase the shares (hereinafter referred to as "purchasing members"), offer the shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company and shall limit a time within which such offer, if not accepted, will be deemed to be declined; and the Directors shall make such arrangements as they shall think just and reasonable as regards the finding of purchasing members for any shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid.
- (e) If the Company shall within twenty eight days after service of a sale notice find purchasing members in respect of all or any of the shares comprised therein it shall give

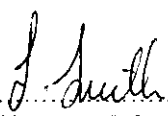
notice thereof to the retiring member and the retiring member shall be bound upon payment of the fair value to transfer the shares to such purchasing members, who shall be bound to complete the purchase within seven days from the service of such last mentioned notice.

- (f) The fair value shall be fixed by the Auditors for the time being of the Company and the sum so fixed shall, for the purposes of this Clause be deemed to be the fair value of any share comprised in such notice.
- (g) In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the purchasing members and may give a good receipt for the purchase price of such shares, and may register the purchasing members as holders thereof and issue to them certificates for the same, and thereupon the purchasing members shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.
- (h) If the Directors shall not, within the space of twenty eight days after service of a sale notice, find purchasing members for all of the shares comprised therein, or if, through no default of the retiring member, the purchase of any shares shall not be completed within twenty one days after the service on the retiring member of the notice provided for by sub-clause (e) hereof, the retiring member shall, at any time, within six months after the expiry of the said twenty eight days or the service on him of the said notice as the case may be, be at liberty to transfer to any person as he may wish (and, in the case of a sale at any price) the shares in respect of which no purchasing member was found or in respect of which the sale was not completed as aforesaid.
- (i) The provisions of this Clause shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a member and who wishes either to transfer such share or himself to be registered in respect thereof.
- (j) Any employee of the Company being a member shall on his ceasing to be in the employ of the Company for whatever reason offer any shares he holds in the Company to other members in accordance with the foregoing provisions of this Clause and if he so neglects or refuses so to do the Chairman for the time being of the Directors duly nominated by resolution of the Board for the purpose shall forthwith be deemed to be the duly appointed Attorney of the employee with full power to transfer the employee's shares in accordance with the foregoing provisions of this Clause.
- (k) The instrument of transfer of any shares shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. "

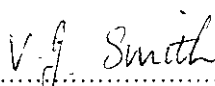
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Murray A. Roberts



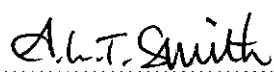
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Elaine J. Smith



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Simon P. T. Smith



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Valerie J. Smith



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Worldglen Limited