

DODD GROUP HOLDINGS LIMITED

On 3rd July 2002 the following resolutions were passed by all of the members of the Company pursuant to Section 381A of the Companies Act 1985

SPECIAL RESOLUTIONS

1. That the Company's Articles of Association be and are hereby amended by:-

1.1 Adding the following as a new Article 5(f):-

- (f) (i) In this Article 5(f) "Personal Representatives" means the legal personal representatives of the deceased Member concerned and who become in that capacity entitled to any shares held by the deceased Member as a result of his death.
- (ii) The Personal Representatives becoming entitled to any shares in consequence of the death of a Member shall, provided that they have produced to the Directors such evidence to their title to such shares as the Directors may reasonably require, be entitled, in addition to the rights referred to in Regulation 31 of Table A , before they become registered as the holders of those shares to attend and vote at any meeting of the Company, or at any separate meeting of the holders of any class of shares in the Company, at which the holder of such shares would be entitled to vote, and to exercise the other rights attaching to such shares (including the right to appoint a proxy) and shall be counted in the quorum at any such meeting and be bound by the provisions of the Articles as if they were the registered holders of such shares. Notice of any such meeting shall be given to the Personal Representatives for this purpose in accordance with Regulation 116 of Table A and these Articles shall be construed accordingly.

1.2 Adding the following as new Articles 7.(h) - (j) :-



- (h) The Members holding in aggregate more than 50 per cent of the ordinary shares in the Company for the time being in issue (a "Majority") may, by notice in writing to the Company, appoint any person or persons willing to act and who is or are 18 or more years of age to be a Director or Directors.
- (i) At any time by like notice a Majority shall be entitled to remove any Director or Directors appointed pursuant to Article 7.(h) and, if that Majority so elects, appoint another or others in his or their place.
- (j) Any notice given pursuant to Articles 7.(h) or 7.(i) shall be effective when left at or delivered to the registered office of the Company.

- 1.3 Including the following as a new Article 9.(b) and renumbering the current Article 9.(b) as Article 9.(c):-

The chairman for the time being of the board of Directors (the "Chairman") may appoint another Director or any other person willing to act to be his alternate Director (the "Chairman's Alternate Director") and may remove from office any alternate director appointed by him. Clause 65 in Table A shall be varied accordingly but, except as expressly otherwise stated in these Articles of Association, the provisions of Table A and these Articles of Association applicable to alternate Directors shall also apply to the Chairman's Alternate Director.

- 1.4 Adding the words "and, in addition, if he is the Chairman's Alternate Director, shall have a second or casting vote in the event of an equality of votes being cast on any resolution" after the words "in addition to his own vote (if any) as a Director" in the current Article 9.(b) (to be renumbered Article 9.(c) on the passing of this resolution).

- 1.5 Including the following as a new Article 9.(d):-

- (d) Clause 66 in Table A shall be read and construed as if the last sentence were omitted therefrom.

- 1.6 Including the following as a new Article 11.(c):-

- (c) Clause 89 in Table A shall be amended by :-

- (i) adding the words "provided always that no meeting of the Directors or any committee of which the Chairman is a member shall be quorate unless the Chairman or the Chairman's Alternate Director is present throughout the meeting" at the end of the first sentence; and
- (ii) adding the following as an additional sentence:-
The chairman of all meetings of the Directors or of any committee of which the Chairman is a member shall be the Chairman or the Chairman's Alternate Director.

1.7 Including the following as a new Article 11.(d) :-

- (d) Clause 88 in Table A shall be read and construed as if the third sentence were omitted therefrom.

1.8 Including the following as a new Article 11.(e):-

- (e) The Directors (and/or their respective alternate Directors) may meet together in person or by telephone or any other means of electronic communication for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Meetings by telephone or any other means of electronic communication may take place if there is a sufficient number of Directors (or their respective alternate Directors) to form a quorum in accordance with these Articles in common communication by telephone or any other means of electronic communication so that each such Director (or alternate Director) can speak to and be heard by each of such other Director(s) (or alternate Director(s)) participating in the meeting. A Director (or an alternate Director) will be deemed to be present at a Directors' meeting by telephone or any other means of electronic communication if he is in direct common communication with each other Director (or alternate Director(s)) taking part in the meeting. All the provisions of these Articles relating to a meeting of the Directors in person (including without limitation those contained in Article 11.(c)) shall apply equally to a meeting of the Directors by telephone or any other means of electronic communication. Unless the Directors otherwise resolve, a meeting of the Directors shall be deemed to have been held

at the place where the larger number of Directors (or their alternates) participating in the meeting are situated.

1.9 Deleting the current Article 14 and substituting the following :-

14.(a) In these Articles of Association:-

"Bailey Family"

means all of the following persons:-

- (a) Mr. Bailey;
- (b) any member of the Family of (1) Mr. Bailey or (2) any person who is a member of the Family of Mr. Bailey;
- (c) (in their capacity as such trustees) the trustees for the time being of:-
 - (i) the 1997 Family Trust created by Mr. Bailey the trustees of which on the Incorporation Date are Mr. Bailey, Philip Anthony Bailey and Richard Paul Bailey who are jointly registered on the Incorporation Date as the holders of 1,700 ordinary shares of £1 each; or
 - (ii) any other Family Trust created by Mr. Bailey or by any member of the Family of (1) Mr. Bailey or (2) any person who is a member of the Family of Mr. Bailey or by any beneficiary under any such Family Trust or the Family Trust referred to in (i) above or any member of the Family of that beneficiary; and
- (d) any beneficiary under any such Family Trust as is referred to in (c) above or any member of the Family of that beneficiary.

"Bailey Family Shareholder"

means a member of the Bailey Family who is a Member.

"Dodd Family"

means all of the following persons:-

- (a) Mr. Dodd;
- (b) any member of the Family of (1) Mr. Dodd or (2) any person who is a member of the Family of Mr. Dodd;
- (c) (in their capacity as such trustees) the trustees for the time being of:-
 - (i) the 1993 Family Trust created by Mr. Dodd and Susan Mary Dodd the trustees of which on the Incorporation Date are Mr. Dodd, Susan Mary Dodd and David Thomas Shaw who are jointly registered on the Incorporation Date as the holders of 875 ordinary shares of £1 each; or
 - (ii) the 1977 Family Trust created by Mr. T H W Dodd and Mrs. M Dodd the trustees of which on the Incorporation Date are Praxis Trustees Limited and Pannell Kerr Forster Trustee Company Limited who are jointly registered on the Incorporation Date as the holders of 6,668 ordinary shares of £1 each; or
 - (iii) the 1997 Family Trust created by Mr. Dodd the trustees of which on the Incorporation Date are Thomas Mark Dodd and Sheila Allum who are jointly registered on the Incorporation Date as the holders of 4,392 ordinary shares of £1 each; or
 - (iv) any other Family Trust created by Mr. Dodd or by any member of the Family of (1) Mr. Dodd or (2) any person who is a member of the Family of Mr. Dodd or by any

beneficiary under any such Family Trust or any of the Family Trusts referred to in (i), (ii) or (iii) above or any member of the Family of that beneficiary; and

- (d) any beneficiary under any such Family Trust as is referred to in (c) above or any member of the Family of that beneficiary.

"Dodd Family Shareholder"	means a member of the Dodd Family who is a Member.
"Family Trust"	means any trust which complies with the provisions of Article 14(b)(ii).
"Incorporation Date"	means the date on which this new Article 14 is incorporated into these Articles of Association.
"member of the Family"	the definition in Article 14(c)(i).
"Mr. Bailey"	means Ernest Wilfred Bailey, a Member on the Incorporation Date.
"Mr. Dodd"	means Thomas Reginald Dodd, a Member on the Incorporation Date.
"person"	includes any firm or body corporate or unincorporate or other entity.
"Relevant Shares"	all shares held by the Member concerned, including without limitation any shares allotted, transferred or issued to that Member.
"Trustees of a Family Trust"	all or any of the trustees for the time being of any Family Trust.

- (b) Notwithstanding the provisions of Article 14(l), the Directors shall, subject to Regulation 24 of Table A and to the other provisions of the Articles having been complied with, register the transfer or, as the case may be, transmission of any shares:-

- (i) to a member of the Family of a Bailey Family Shareholder or deceased Bailey Family Shareholder or of a Dodd Family Shareholder or deceased Dodd Family Shareholder;
- (ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Bailey Family Shareholder or deceased Bailey

Family Shareholder or a Dodd Family Shareholder or deceased Dodd Family Shareholder (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this Article 14(b) only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the terms of the trust other than the relevant Bailey Family Shareholder or members of his Family or relevant Dodd Family Shareholder or members of his Family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or that Shareholder or members of his Family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit that Shareholder or members of his Family;

- (iii) by the trustee or trustees of a trust to which Article 14(b)(ii) applies to any person beneficially interested under the trust being the Bailey Family Shareholder concerned or a member of his Family or the Dodd Family Shareholder concerned or a member of his Family;
- (iv) to the legal personal representatives of a deceased Bailey Family Shareholder or a deceased Dodd Family Shareholder where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such Shares, whether immediately or contingently, are members of the Family of that deceased Shareholder and by the legal personal representatives of that deceased Shareholder to a member or members of the Family of that deceased Shareholder.

- (c) (i) For the purpose of Article 14(b) but not any other Article:-
 - (1) "Dodd Family Shareholder" and "Bailey Family Shareholder" shall not include a person who holds any shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Dodd Family Shareholder or Bailey Family Shareholder in any case where the person concerned ceased to be a Dodd Family Shareholder or, as the case may be, a Bailey Family Shareholder as a result of the creation of the relevant trust;

- (2) the words "a member of the Family" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of full or half blood and including a brother or sister related by adoption), and child and remoter issue of any such brother or sister (including a child by adoption), of the person concerned; and
 - (ii) Notwithstanding the provisions of Article 14(b), the Directors may decline to register any transfer or transmission which would otherwise be permitted hereunder without assigning any reason therefor, if it is a transfer of a share (whether or not it is fully paid) made pursuant to Article 14(k).
- (d) If:-
 - (i) any Member commits any breach of any of the provisions of Article 16 which (in the case of a breach capable of being remedied) is not remedied within 21 days of written notice of that breach being given to that Member by the Directors; or
 - (ii) , in any case where any shares are held by the trustee or trustees of a Family Trust following a transfer or transfers made pursuant to Article 14(b) and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the Family of the Member by whom the trust was created,

the Directors may by written notice given to the Member or Members concerned (the "Defaulting Shareholder") within 60 days of the date on which the Directors (as a whole) first become aware of the occurrence of any such breach or of the facts referred to in (ii) above, as the case may be, or, in the case of (i) above, if later, within 42 days of the expiry of the 21 day period referred to in (i), require the Defaulting Shareholder to serve a Transfer Notice in respect of all Relevant Shares held by the Defaulting Shareholder in accordance with the provisions of Articles 14(f)-(l) within 14 days of service of that notice. The Defaulting Shareholder shall comply with such notice but if or to the extent that he defaults in doing so he shall thereupon be deemed to have served a Transfer Notice in respect of all Relevant Shares held by him pursuant to Article 14(f) and to have specified therein the fair value to be determined in accordance with Article 14(h).

- (e) All of the other Members who are not obliged in any particular case to sell their Relevant Shares pursuant to Article 14(d) may agree in writing to waive the provisions of that Article in relation to all the Members who are so obliged and any such decision shall be final and binding on the Company and all Members.
- (f) The Defaulting Shareholder shall give notice in writing (the "Transfer Notice") to the Company offering to sell the Relevant Shares and specifying the price per Share which in his opinion constitutes the fair value thereof. The Transfer Notice shall constitute the Company the agent of the Defaulting Shareholder for the sale of all (but not some of) the Relevant Shares comprised in the Transfer Notice to any Member or Members willing to purchase the Relevant Shares (the "Purchasing Shareholders") at the price specified therein or at the fair value certified in accordance with Article 14(h) (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the Directors.
- (g) The Relevant Shares comprised in any Transfer Notice shall be offered to the Members (other than the Defaulting Shareholder) as nearly as may be in proportion to the number of ordinary shares held by them respectively. Such offer shall be made by notice in writing (the "Offer Notice") within seven days after the receipt by the Company of the Transfer Notice or, in the case of a Transfer Notice which is deemed to have been served, of the date on which the Directors receive written notice of the fair value of the Relevant Shares determined under Article 14(h). The Offer Notice shall state the price per share specified in the Transfer Notice (or, in the case of a deemed Transfer Notice, the fair value per share) and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the Offer Notice, provided that if a certificate of valuation is requested by any Member under Article 14(h) the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that Article shall have been given by the Company to the Members. For the purposes of this Article 14 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional Relevant Shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective

proportions in full the Relevant Shares not so accepted shall be used to satisfy the claims for additional Relevant Shares as nearly as may be in proportion to the number of ordinary shares already held by them respectively, provided that no Member shall be obliged to take more Relevant Shares than he shall have applied for. If any Relevant Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings of ordinary shares, the same shall be offered to those Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

- (h) Any Member may, not later than eight days after the date of the Offer Notice, serve on the Company a notice in writing requesting, and the Directors shall in respect of each Transfer Notice deemed to have been served instruct, the auditors for the time being of the Company (or at the discretion of the auditors, a person or firm nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales or its successor) to certify in writing the sum which in their opinion represents the fair value of the Relevant Shares comprised in the Transfer Notice as at the date of the Transfer Notice or deemed Transfer Notice and for the purposes of this Article 14(h) reference to the auditors shall include any person or firm so nominated. Upon receipt of such notice the Company shall instruct the auditors to certify as aforesaid and the costs of such valuation shall be apportioned among the Defaulting Shareholder and the Purchasing Shareholders or borne by any one or more of them as the auditors, in their absolute discretion, shall decide. In certifying fair value as aforesaid the auditors shall be considered to be acting as experts and not as arbitrators or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the auditors, the Company shall by notice in writing inform all Members of the fair value of each Relevant Share and of the price per share (being the lower of the price specified in the Transfer Notice and the fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale. For the purpose of this Article 14(h) the fair value of each Relevant Share comprised in the Transfer Notice shall be its value as a ratable proportion of the total value of all the issued shares of the Company and shall not be

discounted or enhanced by reference to the number of shares referred to in the Transfer Notice.

- (i) If Purchasing Shareholders shall be found for all the Relevant Shares comprised in the Transfer Notice within the appropriate period specified in Article 14(g) the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (the "Sale Notice") to the Defaulting Shareholder specifying the Purchasing Shareholders and the Defaulting Shareholder shall be bound upon payment of the price due in respect of all Relevant Shares comprised in the Transfer Notice to transfer the shares to the Purchasing Shareholders.
- (j) If in any case the Defaulting Shareholder after having become bound as aforesaid makes default in transferring any Relevant Shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer or transfers of such shares in favour of the Purchasing Shareholder or Shareholders, as the case may be. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Shareholder(s). The Company shall pay the purchase money into a separate bank account and hold it on trust for the Defaulting Shareholder.
- (k) If the Company shall not give a sale notice to the Defaulting Shareholder within the time specified in Article 14(i), he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty, subject to Article 14(c)(ii), to transfer all or any of the Relevant Shares comprised in the Transfer Notice to any person or persons.
- (l) Subject to the provisions of Article 14(b), the Directors may in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of clause 24 in Table A shall not apply to the Company.
- (m) The Directors may require any Member:-
 - (i) to indicate the capacity in which he holds shares and if he holds, or may be purported to hold them otherwise than as beneficial owner, to indicate the persons who have or purport to have an interest in them (including without limitation the beneficiaries under any Family Trust), and may serve a like notice on any person indicated as having an interest in such shares; and/or

- (ii) to indicate whether any voting rights carried by any shares are the subject of an agreement or arrangement under which another person is entitled to control the exercise of those rights, and may serve a like notice on any such other person requesting details of any such agreement or arrangement.
- (n) Regulation 5 of Table A shall apply notwithstanding any information received by the Company pursuant to Article 14(m).

1.10 Adding the following as a new Article 16:-

VOTING AGREEMENTS

- 16.(a) Except with the prior written agreement of all the other Members, no Member who has agreed or entered into any arrangement to cast any of the voting rights exercisable in respect of any of the shares held by him ("the Applicable Shares") in accordance with the directions or subject to the consent of any other person (including another Member) shall be entitled during the Relevant Period (as hereinafter defined) to exercise any of the voting rights attaching to any of the Applicable Shares, or to be present in person or by any proxy or, if the Member is a body corporate, by an authorised representative, or to be reckoned in a quorum, at any general meeting of the Company. Each Member shall notify the Company in writing of the terms of any such proposed agreement or arrangement affecting the exercise of the voting rights attaching to any of his shares not less than 14 days before making any such agreement or arrangement, and following such notification, unless the said prior written agreement of all the other Members shall have been obtained as aforesaid, any resolution passed at any general meeting during the Relevant Period which would have not been passed but for the vote(s) of such Member cast in contravention of the provisions of this Article 16 shall be null and void and of no effect.
- (b) For the purposes of this Article 16 :-
 - (i) "Relevant Period" means the period from and including the date on which the Member in question first agreed or entered into any arrangement to cast the said voting rights in accordance with the directions or subject to the consent of the other person up to and including the date on which such agreement or arrangement is annulled and the Member concerned is no longer bound to cast the said voting rights as aforesaid

- (ii) any Member who has assigned the beneficial interest in or created any charge or other security interest over any share to or in favour of any other person shall be deemed in the absence of clear evidence to the contrary to have agreed to exercise the voting rights attached to that share in accordance with the directions of that other person.
- (c) The provisions of this Article 16 will not apply to any share held by any trustees of a Family Trust in circumstances where the trustees are acting solely in accordance with the directions of or with the consent of the beneficiaries under that trust.

1.11 Adding the following as a new Article 17:-

GENERAL OFFER

17 (a) In this Article 17, unless the context otherwise requires:-

"business day"	means any day of the week other than a Saturday or Sunday and a public or statutory holiday in England and Wales.
"Completion"	means completion of an agreement for the sale and purchase of the Issued Shares pursuant to the General Offer or, as the case may be, all conditions relating to the General Offer being waived or satisfied.
"General Offer"	means an offer by a Third Party for all of the Issued Shares to all of the holders of the Issued Shares which is open for acceptance in the United Kingdom for not less than 30 business days after service of the offer on such holders.
"Issued Shares"	means all of the issued or allotted shares in the capital of the Company at Completion.
"Special Majority"	means Members holding in aggregate at least 75% of issued ordinary shares for the time being.
"Specified Price"	means the price in cash or such sum as is equal to that offered or payable by the Third Party per share for each class of share included in the Issued Shares to the holders thereof (and shall include an amount equal to a relevant proportion of the full market value of any other consideration (in cash or otherwise) receivable by the holders in respect of the relevant class of Issued Shares which having regard to the substance of the transaction

as a whole can reasonably be regarded as an addition to the price payable for the relevant class of Issued Shares). Any dispute concerning the apportionment of the price between the Issued Shares shall be determined by the auditors for the time being of the Company in accordance with Article 17(c).

"Third Party"

means any person who is not a member or an associate of any member and who is not acting in concert with any member or any associate of any member. For the purposes of this Article 17 "associate" means in relation to any person, a person who is connected with that person, and whether a person is connected will be determined in accordance with the provisions of section 286 Taxation of Chargeable Gains Act 1992 and "acting in concert" will be defined in accordance with the definition for that expression contained in the City Code on Takeovers and Mergers in force at the time the General Offer is made.

- (b) If a General Offer is made by any Third Party and a Special Majority notify the Company in writing within 10 business days of the date of service of the General Offer on all of the Members that the Special Majority wishes to accept the General Offer, the Company shall by written notice given to all of the Members (other than the Special Majority) within 15 business days after the date of service of the General Offer on all of the Members require the other Members (subject to the Special Majority selling all Issued Shares held by it at Completion to the Third Party and accepting the General Offer in accordance with its terms) to sell all Issued Shares held by them at Completion to the Third Party at the Specified Price in accordance with the General Offer and to accept the General Offer in accordance with its terms. The other Members shall be obliged to comply with that notice.
- (c) In the event of any dispute arising concerning the apportionment of the Specified Price amongst the Issued Shares such dispute shall be referred by the Company to the auditors for the time being of the Company (acting as experts and not as arbitrators) whose determination shall be final and binding on all Members (in the absence of manifest error). The costs and expenses of the auditors in relation to such determination shall be borne by

the Members in such proportions as the auditors may reasonably determine. The Company will use its reasonable endeavours to procure that the auditors' determination, which will be given in the form of a report signed by the auditors addressed to all Members, is completed as soon as is reasonably practicable after the dispute shall have arisen. For the purpose of enabling Members to determine the amount of the Specified Price any Member may require the Company to provide to that Member such information and evidence as that Member may reasonably request for that purpose, and the Company shall procure that to the extent that the same is within its power or control such information or evidence is promptly provided to a requesting Member and that the auditors are promptly provided with such information as they may from time to time reasonably request in connection with their determination of any dispute pursuant to this Article 17.

- (d) Completion of the sale and purchase of all of the Issued Shares pursuant to the General Offer shall take place at the Company's principal place of business (or such other place as may be agreed between the Third Party and the Members) on the business day specified in the General Offer (which shall be not more than 45 business days nor less than 25 business days after the date on which the General Offer shall have been served on all Members) or, if later and there shall be any dispute concerning the apportionment of the Specified Price amongst the Issued Shares, on the fifth business day after all matters in dispute shall have been determined by the auditors and a copy of their determination shall have been served on all Members.

1.12 Adding the following as a new Article 18:-

LISTING

- 18(a) In this Article 18 "Listing" means the admission of the share capital of the Company to the Official List of the London Stock Exchange or the admission of the same to trading on the Alternative Investment Market of such Stock Exchange or the admission of the same to, or the grant of permission by any like authority or exchange for the same to be traded on, any other equivalent or similar share market in the United Kingdom or elsewhere, as specified in the notice given by the Special Majority to the Company pursuant to Article 18(b).
- (b) If a Special Majority (as defined in Article 17) shall give notice to the Company that the Special Majority wishes a Listing to be obtained, the

Company shall promptly give notice of such wish to the other Members and will use its best endeavours to obtain the Listing as soon as reasonably practicable, subject to the Directors and a Special Majority (as defined in Article 17) approving the terms and conditions of the Listing and all documentation relating to or required in connection with the Listing or the application for Listing. Each Member undertakes with the Company and (separately) each other Member to exercise or, as may be appropriate, to refrain from exercising such rights and powers as that Member may have so as to give full effect to the provisions of this Article 18(b).

2. That :-

- (a) The terms of a proposed Enterprise Management Incentive Option Agreement (the "Option Agreement") between the Company and Andrew Timothy Bigley, a copy of which is attached hereto marked 'A', be and is hereby approved;
- (b) The Company be and is hereby authorised to purchase all of the Agreement Shares (as defined in the Option Agreement) pursuant to clause 10 of that Agreement following the exercise of either of the Termination Options (as defined in the Option Agreement); and
- (c) The directors of the Company be and are hereby authorised to take such steps as may be necessary for the Company to enter into and perform its obligations under the Option Agreement and to purchase all of the Agreement Shares following the exercise of either of the Termination Options.

3. That the provisions of Article 2(a) of the Company's Articles of Association be and are hereby disapplied in relation to the Option Agreement and any shares allotted pursuant to it.

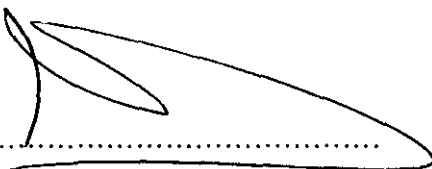
ORDINARY RESOLUTIONS

4. That in accordance with and for the purposes of Section 80 Companies Act 1985 (the "Act") the directors of the Company be and are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities (as defined in section 80 (2) of the Act) of the Company up to the amount of the nominal amount of the authorised but

unissued share capital of the Company from time to time and that, in accordance with section 379A of the Act the Company hereby elects pursuant to section 80A of the Act that the authority hereby conferred shall be for an indefinite period. The authority hereby conferred may (subject to section 80 of the Act) at any time be revoked, renewed or varied by the Company by means of an ordinary resolution.

5. That the 50,000 ordinary shares of £1 each comprising the present authorised share capital of the Company be and is hereby sub-divided into 500,000 ordinary shares of 10p each and the 17,500 ordinary shares of £1 each comprising the Company's present issued share capital, each of which is credited as fully paid, be and is hereby sub-divided into 175,000 ordinary shares of 10p each.

Dated : 17TH JULY 2002


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Director