

WRITTEN RESOLUTION

- of -

SWINTON GROUP LIMITED



We, the undersigned, being all the members of the above named Company for the time being entitled to attend and vote at general meetings, hereby unanimously pass the following resolution as a written resolution of the Company pursuant to Section 381A of the Companies Act 1985 and agree that such resolution shall be as valid and effective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTION

THAT:

1. The Articles of Association of the Company be altered by the addition of the following at Article 15:
 - 15.1 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles):
 - 15.1.1 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:
 - 15.1.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or
 - 15.1.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

15.1.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

15.1.2 The Directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Special Article 15.1.1.1 above).

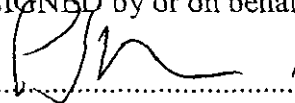
15.1.3 The registered holder from time to time of the majority of the issued ordinary share capital of the Company or the holder or holders of share warrants in respect of such majority shall have the right at any time and from time to time by notice delivered to the registered office of the Company or to any meeting of the board of Directors of the Company accompanied in the case of share warrants by a Director's letter, to appoint to the office of Director and/or to remove from the office of Director any person or persons as such registered holder shall in its absolute discretion think fit so that it may by notice remove all persons then acting as Directors of the Company from that position and appoint new persons to act in their place.

2. The Memorandum of Association be altered by the addition of the following at clause 3(x):

To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal

covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to) any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business and any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law and the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.

SIGNED by or on behalf of:-



Date:

29 May 2002

Swinton (Denton) Limited