

**Miles (Chesham) Limited (the "Company")**  
**Registered in England & Wales with Company No. 02841660**

We, being all the members of the Company who at the date of this resolution would be entitled to receive notice of, attend and vote at a general meeting of the Company, **AGREE** that the following resolutions shall take effect as written resolutions pursuant to and in accordance with section 381A of the Companies Act 1985:

**WRITTEN RESOLUTIONS**

1. That the Memorandum of Association of the Company be amended as follows:-

By the deletion of clause 3(g) and the insertion of the following new clause 3(g):

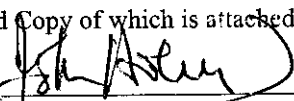
- 3(g) To lend and advance money or give credit on such terms as the Company may approve and with or without security and either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee or indemnity, and so as to be an independent object of the Company, to guarantee and give indemnities in respect of the performance of the obligations and/or the discharge of the liabilities of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary (both as defined by the Companies Act 1985) ("holding company" and "subsidiary" respectively) or a subsidiary of the Company's holding company or otherwise associated with the Company in business and in respect of any obligations and/or liabilities including the payment of capital or principal together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations of liabilities of any nature whatsoever and without limiting the generality of the foregoing obligations and/or liabilities for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or for the time being the Company's holding company due, owing or incurred to bankers or any other person by any company, firm or person, and in particular, (but not by way of limitation) by the Company's holding company or a subsidiary of the Company or of the Company's holding company or any company which is contemplated to become the Company's holding company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate or for any purpose whatsoever as the Company sees fit.

By the deletion of clause 3(k) and the insertion of the following new clause 3(k):

- 3(k) To receive money on deposit or to borrow and to raise funds and to support or secure whether by personal covenant or creating mortgages, charges or liens upon all or any part of the undertaking, property or assets of the Company

Certified a true, complete and accurate copy of the original,  
which has not been amended otherwise than by a document, a  
Certified Copy of which is attached hereto.

Signed:



Dated: 13/06/2002



EDX  
COMPANIES HOUSE

25/6/02

(present and future) including any uncalled capital of the Company or both such means, on such terms as may seem expedient, any obligations of the Company itself (whether as principal or surety) and/or any other person, firm or company including (without limiting the generality of the foregoing) the obligations of the Company's holding company or associated company or otherwise generally and as the Company sees fit.

2. That the articles of association of the Company at the date hereof shall be amended by the addition of the following as a new article 4:

"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):-

- 4.1 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-
- 4.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominees of such bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or
  - 4.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
  - 4.3 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 or 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 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.
- 4.2 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 4.1 above).
- 4.3 The minimum number of Directors shall be one and there shall be no maximum number of Directors.

4.4 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."

3. That the directors of the Company be and are hereby authorised to take any action in connection with the above amendments as they shall deem necessary or appropriate.

Signed:

  
Dunham & Haines Limited

Date: 13 June 2002

**Miles (Chesham) Limited (the "Company")**  
**Registered in England & Wales with Company No. 02841660**

**Registered Office: Centre House, Village Way, Trafford Park, Manchester M17 1QG**

**WRITTEN RESOLUTIONS OF THE DIRECTORS OF THE COMPANY**

We, the undersigned, being all the Directors for the time being of the Company, **HEREBY RESOLVE THAT:**

1. By the deletion of clause 3(g) and the insertion of the following new clause 3(g):

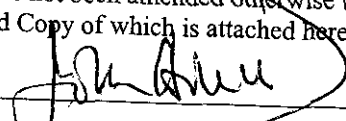
3(g) To lend and advance money or give credit on such terms as the Company may approve and with or without security and either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee or indemnity, and so as to be an independent object of the Company, to guarantee and give indemnities in respect of the performance of the obligations and/or the discharge of the liabilities of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary (both as defined by the Companies Act 1985) ("holding company" and "subsidiary" respectively) or a subsidiary of the Company's holding company or otherwise associated with the Company in business and in respect of any obligations and/or liabilities including the payment of capital or principal together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations of liabilities of any nature whatsoever and without limiting the generality of the foregoing obligations and/or liabilities for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or for the time being the Company's holding company due, owing or incurred to bankers or any other person by any company, firm or person, and in particular, (but not by way of limitation) by the Company's holding company or a subsidiary of the Company or of the Company's holding company or any company which is contemplated to become the Company's holding company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate or for any purpose whatsoever as the Company sees fit.

- By the deletion of clause 3(k) and the insertion of the following new clause 3(k):

3(k) To receive money on deposit or to borrow and to raise funds and to support or secure whether by personal covenant or creating mortgages, charges or liens upon all or any part of the undertaking, property or assets of the Company (present and future) including any uncalled capital of the Company or both such means, on such terms as may seem expedient, any obligations of the Company itself (whether as principal or surety) and/or any other person, firm

Certified a true, complete and accurate copy of the original,  
which has not been amended otherwise than by a document, a  
Certified Copy of which is attached hereto.

Signed:



Dated: 13 / 06 / 2002

or company including (without limiting the generality of the foregoing) the obligations of the Company's holding company or associated company or otherwise generally and as the Company sees fit.

2. That the articles of association of the Company at the date hereof shall be amended by the addition of the following as a new article 4:

"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):-

- 4.5 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-

4.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominees of such bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or

4.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

4.3 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 or 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 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.

4.6 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 4.1 above).

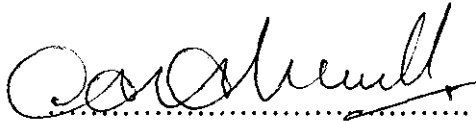
4.7 The minimum number of Directors shall be one and there shall be no maximum number of Directors.

4.8 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."

3. The Company Secretary be and is hereby instructed to make all necessary filings at Companies House.

Signed:



Dunham & Haines Limited

Date: 13 June 2002