

**KESTREL FINANCIAL MANAGEMENT LIMITED (the "Company")**

**Special Resolutions**

AT an Extraordinary General Meeting of the Company held at 41 Park Square, Leeds on 14 January 1999 at 6.30 am/pm, the following resolutions were passed as Special Resolutions of the Company:

1 That the memorandum of association of the Company be amended as follows:-

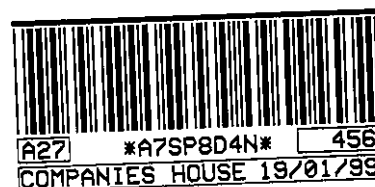
(a) By deleting the existing sub-clause 3.19(b) and substituting the following new sub-clause:-

"3.19(b) insofar as the same is permitted by law, to give financial assistance directly or indirectly 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 or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or of shares in any company which may from time to time be the Company's holding company (as that expression is defined in the Companies Act 1985)."

(b) By deleting the existing sub-clauses 3.12 and 3.13, and substituting the following new sub-clauses 3.12 and 3.13 in their place:-

"3.12 To do all or any of the following:-

(i) to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in



particular but without limitation by personal covenant or by mortgage, charge, standard security, lien or other security upon all or any part of the undertaking, property, assets, rights and revenues present and future and the uncalled capital of the Company, or by the creation and/or issue at par or at a premium or discount and with or without consideration and with such rights, powers and privileges and on such other terms (including without limitation as permanent, redeemable or repayable) as may be thought fit of debentures or debenture stock, or securities of any other description, or by any one or more of such methods or by any other means; and

- (ii) to lend and advance money or give credit or to provide financial accommodation on any terms and with or without interest or security to any person, firm or company (whether or not any such person, firm or company has objects or engages or is intending to engage in businesses similar to those of the Company) including without limitation any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of any holding company of the Company or which is otherwise associated in any way with the Company; and
- (iii) to enter into guarantees, contracts of indemnity and suretyships of all kinds and to guarantee, grant indemnities in respect of or otherwise support or secure, whether by personal covenant or by mortgage, charge, standard security, lien or other security upon all or any part of the undertaking, property, assets, rights and revenues present or future and the uncalled capital of the Company, or by the creation and/or issue at par or at a premium or discount and with or without consideration and with such rights, powers and privileges and on such other

terms (including without limitation as permanent, redeemable or repayable) as may be thought fit of debentures or debenture stock or securities of any other description or by any one or more of such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to principal, interest and other liabilities of any borrowings or acceptance credits and capital, premiums, dividends, costs and expenses of any stock, shares or securities) by any person, firm or company (whether or not any such person firm or company has objects or engages or is intending to engage in businesses similar to those of the Company) including without limitation any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of any holding company of the Company or which is otherwise associated in any way with the Company;

- (iv) collaterally or further to secure any securities of the Company by a trust deed or other assurance;

And to pursue the objects set out in this sub-clause 3.12 whether or not the Company receives directly or indirectly any consideration, benefit or advantage therefrom.

3.13 Deliberately omitted".

- 2 That the Company be authorised to give the financial assistance and to execute the documents described in the form 155(6) a statutory declaration made by all the directors of the Company in the form submitted to the meeting and approved.