

No 3161100

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AUTOSIGNS HOLDINGS PLC

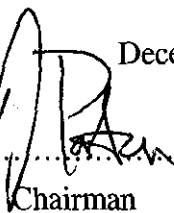
Pursuant to a resolution in writing passed on the **15** day of December 2000 the following resolution was duly passed as a special resolution:-

SPECIAL RESOLUTION

That the terms of the draft purchase agreement between the Company (1) and Ian Swinburne Foster (2) ("the Purchase Agreement") attached to this resolution and signed by Ole Rasmussen for the purpose of identification being an agreement for inter alia an "off market" (within the meaning ascribed to that term by the Companies Act, 1985 Section 163) purchase by the Company of its own shares (such shares being described in the Purchase Agreement) be and is hereby approved pursuant to the Companies Act, 1985 Section 164 and Section 165 and Ole Rasmussen be and is hereby authorised to sign the Purchase Agreement for and on behalf of the Company and deliver a copy of the Purchase Agreement to Ian Swinburne Foster.

DATED 15

December 2000


.....
Chairman

Dated

15 December

2000

(1) AUTOSIGNS HOLDINGS PLC

and

(2) IAN SWINBURNE FOSTER

ENTERED TRUE COPY OF THE AGREEMENT
GATELEY WAREING
2.1.2001

PURCHASE AGREEMENT

**Gateley Wareing
Knightsbridge House
Lower Brown Street
Leicester
LE1 5NL**

THIS AGREEMENT is made the 15 day of December 2000

BETWEEN

- (1) **AUTOSIGNS HOLDINGS PLC** (registered in England number 3161100) whose registered office is situate at North Mills, Frog Island, Leicester, Leicestershire LE3 5DH ("the Company") and
- (2) **IAN SWINBURNE FOSTER** of Russet Cottage, The Nook, Bitteswell, Lutterworth, Leicestershire LE17 4RY ("the Vendor").

WHEREAS:-

- (A) The Company was incorporated on 13.2.1996 under the Companies Act 1985 and has an authorised share capital of £220,000 divided into 220,000 Ordinary Shares of £1 each of which 220,00 have been issued.
- (B) The Vendor is the holder and beneficial owner of 25,000 Ordinary Shares of £1 each in the capital of the Company.
- (C) The Company is authorised to purchase its own shares by its Articles of Association.
- (D) The draft terms of this Agreement were available to all the members of the Company at the Board Meeting of the Company held today at which the draft terms of this Agreement were authorised by a Written Resolution of the Company in accordance with Section 164 of the Companies Act 1985 and such authority has neither been varied nor revoked.
- (E) The Company desires to purchase and the Vendor desires to sell his entire holding of shares in the capital of the Company (such shares being hereinafter referred to as the "Sale Shares") upon the terms and subject to the conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:-

SALE AND PURCHASE

The Vendor as beneficial owner shall sell and the Company shall purchase the Sale Shares free from all liens, charges and encumbrances whatsoever and with all rights attaching and accruing to them with effect from the date hereof in consideration of the sum of £18,000. The Company shall pay the said sum out of its distributable profits and the proceeds of a fresh issue of shares made for the purpose of the purchase of the Sale Shares.

2 VENDORS WARRANTIES

The Vendor hereby represents, warrants and undertakes to and agrees with the Purchaser in the terms of the Warranties set out in the Schedule hereto (hereinafter referred to as "the Warranties") to the intent that the Company shall be entitled to rescind this Agreement in the event of a breach of the Warranties without incurring any liability to the Vendor as a result of such rescission and (without prejudice to any other right or remedy at law or in equity of the Company) the Vendor further agrees to fully indemnify and keep fully indemnified the Company against:-

- 2.1 any depletion in the value of the assets or increase in the liabilities of the Company; and
- 2.2 any diminution in value of the Sale Shares immediately prior to their cancellation, and
- 2.3 all claims, proceedings and demands made or brought against the Company by the Vendor arising out of the Vendor's employment or former employment by the Company prior to Completion being terminated at Completion, and all costs and expenses incurred in connection therewith; and
- 2.4 any payments made by the Company: -
 - 2.4.1 as a result of or in connection with any breach of the Warranties as is required to put the Company into the position in which it would have been had there been no breach of the Warranties; and
 - 2.4.2 arising as a result of or in connection with any breach of any of the Warranties or of any act, matter or thing done, arising, existing or occurring or omitted to be done at any time prior to Completion being or being discovered to be in breach of or in any way inconsistent with any of the Warranties together with all costs, claims and expenses incurred in connection with the breach or rectification thereof.

3 ARTICLES OF ASSOCIATION

For the avoidance of doubt the Company hereby waives in relation to the transfer of the Sale Shares in pursuance of this Agreement the right conferred in the Company's Articles of Association on the directors of the Company to decline to register the transfer hereunder.

4 COMPLETION

Completion of the sale and purchase of the Sale Shares hereunder shall take place in the offices of Gateley Wareing immediately after the signing of this Agreement whereupon:-

4.1 The Vendor shall deliver to the Company:-

- 4.1.1 a duly executed Stock Transfer in respect of the Sale Shares in favour of the Company; and
- 4.1.2 deliver to the Company the Share Certificate in respect of the Sale Shares and in the case of a lost Certificate such indemnity as the Company shall reasonably require; and
- 4.1.3 the appropriate forms to amend the mandates given by the Company to its bankers; and
- 4.1.4 any and all other papers, documents or things belonging to or which ought to be in the possession of the Company as the Company may specify.

4.2 Following due compliance by the Vendor of his obligations in sub-clause 4.1 the Company shall deliver to the Vendor a banker's draft (drawn on an English Clearing Bank) for the sum of £18,000 due to the Vendor.

5 COVENANT BY VENDOR

5.1 The Vendor hereby covenants with the Company that he shall not within 12 months from the date hereof, without the previous consent of the Company in writing under the hand of a Director duly authorised by a Resolution of the Board:-

- 5.1.1 in connection with the carrying on of any business similar to the businesses of the Company as carried on at the date hereof on his own behalf or on behalf of any person firm or company directly or indirectly seek to procure orders from or do business with any person firm or company who has at any time during the twelve months immediately preceding the date hereof carried on business with the Company provided always that nothing in this clause contained shall prohibit the seeking or procuring of orders or the doing of business which does not compete directly with the businesses of the Company; or

solicit or entice or endeavour to solicit or entice away any director, manager or employee of the Company or any Associated Company whether or not such person would commit any breach of his or her contract of employment by reason of leaving the service of such company; or

5.1.2 interfere or seek to interfere with the supply to the Company or any Associated Company by any suppliers who have been supplying goods or services to the Company or any Associated Company during the last 12 months preceding the date hereof.

5.2 The Vendor hereby covenants with the Company that he will not within a 30 mile radius of Leicester within 24 months after the date hereof without such consent as is specified in clause 5.1 hereof either alone or jointly with or as manager, agent, shareholder, partner, director or employee of any person, firm or company directly or indirectly carry on or be engaged in any business of the same nature as the businesses of the Company as carried on at the date hereof.

5.3 The parties consider the terms of these restrictions reasonable but in the event that any terms, conditions or provisions of this clause 5 shall be determined invalid, unlawful or unenforceable to any extent such terms and conditions and provisions shall continue to be valid to the fullest extent permitted by law.

6 FURTHER ASSURANCE

The Vendor and the Purchaser shall do and execute and shall use their best endeavours to procure any other necessary party to do and execute all such further acts, things, deeds and documents as may be necessary to give effect to the terms of this Agreement.

7 COSTS AND DUTIES

7.1 The Company shall bear all Stamp Duties for and due in respect of the completion of the purchase of the Sale Shares in accordance with this Agreement.

7.2 Each party shall bear the cost of its own financial accounting and legal advice.

8 WAIVER

No waiver by any of the parties of any of the requirements hereof or of any of their rights hereunder shall have effect unless given in writing and signed by such party.

9 ENTIRE AGREEMENT AND VARIATIONS

This Agreement constitutes the entire agreement between the parties with respect to all matters referred to herein and it is expressly declared that no variations hereof shall be effective unless made in writing and signed by the Vendor and by a Director of the Company authorised by a Special Resolution of the Company for and on behalf of the Company.

10 SURVIVAL OF CERTAIN PROVISIONS

This Agreement shall remain in full force and effect after Completion in respect of any matters covenants or conditions which shall not have been done, observed or performed prior thereto and the Warranties and all other obligations given or undertaken shall (except for any obligations fully performed) continue in full force and effect notwithstanding Completion.

11 COUNTERPARTS

This Agreement may be executed in one or more parts, each of which when executed shall be an original. All counterparts together shall constitute one and the same document.

12 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

IN WITNESS whereof the parties have hereunto set their hands the day and year first before written.

SCHEDULE WARRANTIES

- 1 That the Sale Shares are free from any lien, charge, mortgage or other encumbrance of any kind whatsoever.
- 2 That the Vendor is not aware of any litigation, arbitration or claims against the Company of which the other Shareholders have no knowledge and to the best of his knowledge, information and belief there are no such proceedings pending or threatened, nor are there circumstances not known to the other Shareholders which are likely to give rise to any litigation or arbitration.
- 3 So far as the Vendor is aware all facts and circumstances known to the Vendor and relating to the Company of which the other Shareholders have no knowledge, but which could materially and adversely affect the value of the assets, business or undertaking of the Company or of its shares have been disclosed to the Company in writing.
- 4 The Company is not a party to any contract, transaction or arrangement or subject to any liability (whether contingent or otherwise) arising out of any acts, representations or omissions of the Vendor in his capacity as director of the Company or otherwise prior to the date hereof except in respect of acts, representations or omissions details of which have been communicated to the other Shareholders prior to the date hereof.

SIGNED by AUTOSIGNS HOLDINGS)
PLC acting by OLE RASMUSSEN in the)
presence of:-)

ole Rasmussen

Witness Signature *C. Richards*

Witness Name C. RICHARDS

Witness Address 48 COLTBECK AVENUE
NARBOROUGH
LEICESTER

Witness Occupation COMPANY SECRETARY

SIGNED and DELIVERED by IAN)
SWINBURNE FOSTER of in the presence)
of:-)

Ian Foster

Witness Signature *Anne Rasmussen*

Witness Name ANNE RASMUSSEN

Witness Address MEADOWFIELD
5 THE MOUNT
DUNSTON BASSETT, LEICS.

Witness Occupation CARE MINDER