



**Civilia Foundation
Registered in England**

**A company limited by guarantee with company number 3207453 and entered on the Central
Register of Charities with number 1056573**

Special Resolution

Written Resolution of the Member of Civilia Foundation (the "Company") as substitute for a General Meeting of the Company.

We the undersigned Member having the right to vote at General meetings of the Company signify our assent to the passing of the resolution set out below in accordance with Article 25 of the Company's articles of association to the effect that such resolution shall be deemed to be effective as if it had been passed as a Special Resolution at a General Meeting of the Company duly convened and held.

That Clause 4 of the Memorandum of Association of the Company be altered by the deletion of paragraph (s) and the insertion after paragraph (r) of the following new paragraphs numbered (s) to (ff) inclusive:

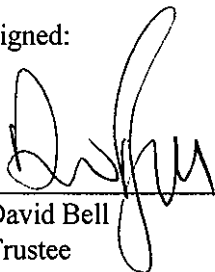
- s) to apply for, register, acquire and become owners or registered proprietors of, extend or renew, whether in the United Kingdom, Europe or elsewhere any copyrights, trade marks, proprietary marks, logos, designs, patents, patent rights, brevet d'invention, licences, secret processes and any other form of intellectual property whatsoever and to alter, modify, use and turn to account and grant licences or privileges in respect of the same
- t) to establish, set up, promote, co-operate with, amalgamate or enter into partnership or any joint purpose, become a sole or joint member of or subscriber to, or assist by advice or by the grant of loans, donations or gifts or otherwise, any other company, association, institution or body whatsoever and whether established or incorporated in the United Kingdom or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company or being wholly owned by any company having such objects or purposes
- u) to establish, grant, regulate and discontinue licences, franchises and agencies and to undertake and transact all kinds of agency, licence agreement and franchise business with any other company or body whatsoever in the United Kingdom or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company including the receipt or payment of licence fees, service charges or otherwise
- v) to foster mutual support, co-operation and cohesion among any other companies, associations, institutions or bodies in the United Kingdom, Europe and elsewhere in the world having objects or purposes wholly or partially similar to those of the Company and to give a common sense of direction to those other companies, associations, institutions or bodies
- w) to identify opportunities in the United Kingdom, Europe or elsewhere in the world for the Company and any other companies, associations, institutions or bodies having objects or purposes wholly or partially similar to those of the Company
- x) to establish uniform, professional and quality standards in the performance of any of the objects or objectives of this Memorandum and to ensure compliance with such standards
- y) to promote the national and international standing of the Company and any other company, association, institution or body in the United Kingdom, Europe or elsewhere, having objects or purposes wholly or partially similar to those of the Company

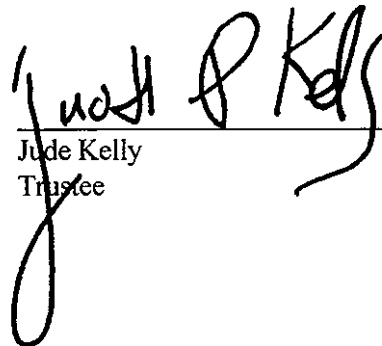
- z) to levy and collect from any other company, association, institution or body in the United Kingdom, Europe or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company, such charges as the Company may deem appropriate for the furtherance of any of the foregoing objectives
- aa) to do all or any of the above things in any country or place, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise
- bb) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company having objects or purposes wholly or partially similar to the company) and to receive money on deposit or loan upon any terms.
- cc) 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 all or any part of the undertaking, property, assets, rights and revenues (present and future) 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):
 - i. Any liabilities or 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 a subsidiary of the Company or a company having objects or purposes wholly or partly similar to the Company; and
 - ii. The repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings.
- dd) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company which is a subsidiary of the Company or which has objects or purposes wholly or partly similar to the Company, and to provide secretarial, administrative, technical, commercial and other consultancy services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to be desirable with respect to any business or operations of or generally with respect to any such company or companies.
- ee) to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company
- ff) to do all such other lawful things as are necessary or incidental to or expedient in the attainment or furtherance of the objects of the Company or any one or more of them

That Clause 5 of the Memorandum of Association of the Company be altered by the addition of paragraph (e):

- e) of any premium in respect of any indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company

Signed:


David Bell
Trustee


Jude Kelly
Trustee

Date 1st Aug 1998

on behalf of The Common Purpose Charitable Trust (company limited by guarantee under company number 2832875)

A copy of this Resolution will be entered into the Minute Book of the Company and filed with the Registrar of Companies.

Registered office: 35 St Thomas Street
London SE1 9SN