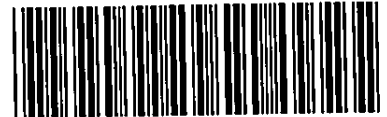


Company No. 3817489

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

THURSDAY



A65 *A5XTK5D7* 04/12/2008 94
COMPANIES HOUSE

ORDINARY AND SPECIAL RESOLUTIONS OF
DESIGNPLAN MANAGEMENT SERVICES LIMITED

Passed on 25 November 2008

By Written Ordinary and Special Resolutions of the members of the company dated 25 November 2008, the following resolutions were passed as an Ordinary and Special Resolutions to have effect as if they had been passed in a General Meeting of the Company duly convened and held.

ORDINARY RESOLUTION

1. THAT the Directors of the Company be and are hereby generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to exercise any power of the Company to grant options over and to allot relevant securities of the Company up to a maximum nominal amount of £139,600 during the period of five years from the date of this Resolution.

SPECIAL RESOLUTION

2. THAT the provisions of article 5(b) of the articles of association shall not apply to the granting of options over nor the allotment of any shares made pursuant to an Enterprise Management Incentive Scheme.

SPECIAL RESOLUTION

3. THAT the articles of association be altered by the addition of the following new articles to be numbered 23 and 24.

23. DRAG ALONG PROVISIONS

23(a) If a member or members with an interest in shares in the Company having the right to cast at least a 75% majority of the votes at a General Meeting on all, or substantially all, matters ("Majority Shareholder") proposes to accept an offer from an unconnected third party (or any person or persons acting in concert with it) ("3rd Party Offeror") which is on bona fide arms length terms for all of their Shares then they shall have the right ("the Drag Along Right") to require the other members to accept in full the offer procured to be made to them in accordance with Article 23(b).

23(b) The Drag Along Right referred to in Article 23(a) shall be exercised by sending written notice to all the members of the Company within 15 business days of a confirmed offer having been made by the 3rd Party Offeror to the Majority Shareholder ("3rd Party Offer"), unless during such interval it is withdrawn. The written notices shall include reasonable details of the 3rd Party Offer (including, but not limited to, the price per share) and the identity of the 3rd Party Offeror.

23(c) A notice exercising the Drag Along Right once given shall be irrevocable but shall lapse (and the obligations hereunder shall lapse) in the event that the Majority Shareholder does not transfer his or their shares in the Company which are the subject of the offer to the 3rd Party Offeror or the 3rd Party Offeror's nominee within six months from the date of the 3rd Party Offer. Furthermore the other members shall not in any event be obliged to transfer their Shares in the Company to the 3rd Party Offeror or its nominee prior to the date on which the Majority Shareholder completes the transfer of his or their shares in the Company to the 3rd Party Offeror or its nominee.

23(d) Upon the exercise of the Drag Along Right in accordance with this Article the other members shall be bound to accept the 3rd Party Offer made to them in respect of their entire holding of shares in the Company provided such offer complies with the provisions of Article 23(b) and to comply with the obligations assumed by virtue of such acceptance.

23(e) In the event that the other members fail to accept the 3rd Party Offer made or, having accepted such 3rd Party Offer, fail to complete the sale of any of their shares in the Company pursuant to the 3rd Party Offer or otherwise fail to take any action required of them under the terms of the 3rd Party Offer, to ensure compliance with the Drag Along Right, the majority Shareholder may authorise any person as their attorney to accept the 3rd Party Offer on their behalf or to undertake any action required either under the terms of the 3rd Party Offer or to comply with the Drag Along Right. The Majority Shareholder may in particular authorise any person to execute a transfer of any shares in the Company held by the other members in favour of the 3rd Party Offeror (or its nominee) and the authorised person may give a good receipt for the purchase price of such shares and the Company shall (subject to these Articles) register the 3rd Party Offeror (or its nominee) as holder thereof and issue to it certificates for the same. The other members shall in such case be bound to deliver up their certificate(s) for their shares to the Company whereupon they shall be entitled to receive the purchase price for such shares which shall in the meantime be held by the authorised person on trust for them, but without interest. After the name of the 3rd Party Offeror (or its nominee) has been entered in the Company's Register of Members in exercise of these powers the validity of the proceedings shall not be questioned by any person.

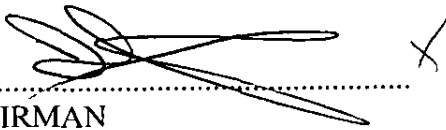
24 TAG ALONG PROVISIONS

24(a) If, at any time, the holder(s) of 75% of the Ordinary Shares of the Company (the 'Majority Holder(s)') shall give notice in writing (a 'Selling Notice') to the remaining members of the Ordinary Shares (the 'Remaining Members'), specifying:

- (a) the number of shares and the nature of the interest in the shares of which they intend to dispose (the 'Relevant Shares');
- (b) the name(s) of the proposed transferee(s) of the relevant shares; and
- (c) the sale price per share of the relevant shares and the other terms of the disposal.

24(b) Any remaining Member who wishes to dispose of the same proportion of his shares or its interest in shares as the Majority Holder(s) on the same terms as specified in the Selling Notice shall within 20 working days after the date of the Selling Notice notify the Majority Holder(s) in writing.

24(c) The Majority Holder(s) shall not dispose of the relevant shares unless they have given a Selling Notice in accordance with 24(a) above not less than 20 working days before the disposal; and procured, on the same terms as contained in the Selling Notice, (including without limitation, the same price per share as the Relevant Shares), the disposal of the shares or any interest in them of all Remaining Members who have given notice under 24(b) above contemporaneously with the disposal by the Majority Holder(s) of the Relevant Shares.


.....
CHAIRMAN

For Companies House