

Company No. 3998372

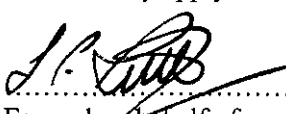
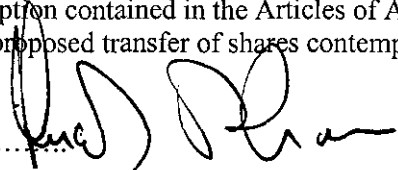
**THE COMPANIES ACT 1985**  
**WRITTEN RESOLUTION**  
**OF**  
**STORM TECHNOLOGIES LIMITED**  
**PASSED THE 4<sup>th</sup> DAY OF ~~JANUARY~~ FEBRUARY 2002**

Written resolution of all of the members of the above-named Company (the "**Company**") passed pursuant to section 381A of the Companies Act 1985, as amended, which resolution is passed as a Written Resolution and shall be deemed to be as effective as if it had been passed as Special Resolutions at a general meeting of the Company duly convened and held:

**SPECIAL RESOLUTIONS**

THAT the agreement for off-market own share purchase between (1) the Company and (2) Hipkin Holdings Limited in respect of the purchase by the Company of 34 Ordinary Shares in its own share capital (a copy of which is annexed to this Resolution initialed by the Chairman of the Company for identification purposes only) be and is hereby approved and that the directors be authorised and requested to procure the Company to enter into the contract in the terms of the draft agreement.

THAT the rights of pre-emption contained in the Articles of Association of the Company be disapplied in so far as they apply to the proposed transfer of shares contemplated by the agreement referred to above.

For and on behalf of  
HIPKIN HOLDINGS LIMITED



For and on behalf of  
HORSHAM INTERNATIONAL LLC



DATED 4<sup>TH</sup> FEBRUARY 2002

(1) STORM TECHNOLOGIES LIMITED

-and-

(2) HIPKIN HOLDINGS LIMITED

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**AGREEMENT**

for

Off-Market Own Share Purchase

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Shaw Pittman  
Tower 42  
Level 23  
25 Old Broad Street  
London  
EC2N 1HQ  
Tel: 0207 847 9500  
Fax: 0207 847 9501

Ref: Tim Wright

DATE:

4<sup>th</sup> FEBRUARY

2002

PARTIES:

- (1) **STORM TECHNOLOGIES LIMITED** (registered number 3998372) whose registered office is at 40-41 Park House, Greenhill Crescent, Watford Business Park, Watford, WD1 8QU (the "Company"); and
- (2) **HIPKIN HOLDINGS LIMITED** (registered number 03301381) whose registered office is at Willow, Wetherden Road, Haughley, Stowmarket, Suffolk, IP14 3RF (the "Seller").

INTRODUCTION:

- (A) The Seller is the legal and beneficial owner of 34 (thirty-four) fully paid up ordinary shares of £1.00 each in the Company (the "Shares") and has the right power and authority to sell and transfer the Shares free from any claims liens encumbrances or equities whatsoever.
- (B) The Company desires to purchase and the Seller desires to sell the Shares on the terms of this Agreement.

IT IS NOW AGREED:

**1. WARRANTY AND UNDERTAKING**

The Seller warrants to the Company that introductory paragraph (A) to this Agreement is true and undertakes to the Company that with effect from the signing of this Agreement the Seller shall for so long as it remains holder of any of the Shares hold them as bare trustee for the Company.

**2. AGREEMENT TO SELL AND PURCHASE**

The Seller with full title guarantee agrees to sell the Shares free from all claims, charges, liens, encumbrances and equities together with all rights attached or accruing to the Shares for the purchase price set out in Clause 3 and the Company agrees to purchase the Shares and pay such purchase price to the Seller.

**3. PURCHASE PRICE**

The purchase price for the sale of the Shares shall on Completion be £200,000 (two hundred thousand pounds) to be satisfied on Completion in cash (or by such other method as the Company and the Seller shall agree).

**4. COMPLETION**

Completion of the sale and purchase of the Shares ("Completion") shall take place immediately after the execution of this Agreement when:-

- (a) the Seller shall hand, or procure to be handed, to the Company duly executed instruments of transfer together with the share certificate in respect of the Shares;

- (b) the Seller shall execute and do, or procure to be executed and done, all such other documents, acts and things as the Company shall require in order to perfect the title of the Company to the Shares;
- (c) the Company shall pay to the Seller the purchase price in accordance with Clause 3; and
- (d) the Seller shall procure the resignation of Hugh Craen as a Director of the Company without compensation or claim against the Company for loss of office as a Director or other officer of the Company. The Seller shall indemnify the Company and keep the Company indemnified, against any such claim.

## 5. JURISDICTION

This Deed shall be governed by and construed in accordance with English Law and each of the Parties irrevocably submits, for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Agreement has been duly executed on the day and year first above written.

SIGNED by )  
for and on behalf of )  
**STORM TECHNOLOGIES** )  
**LIMITED** in the presence of:- )



SIGNED by )  
for and on behalf of )  
**HIPKIN HOLDINGS** )  
**LIMITED** in the presence of:- )

