

Company No: 3717770

The Companies Act 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
SCT HOLDINGS LIMITED

(PURSUANT TO SECTION 381A COMPANIES ACT 1985)

We the undersigned, being or representing all the members of the Company entitled to attend and vote at a general meeting of the Company, **HEREBY RESOLVE** as follows:-

- 1 **THAT** the terms of an agreement between the Company and Philip Mort ("the Seller") for the purchase by the Company of 15,000 ordinary shares of £1.00 each in the capital of the Company ("the Sale Shares") as set out in the draft contract attached and signed by the Chairman of the Company for the purposes of identification ("the Agreement") be and are hereby approved and the Company be and is hereby authorised to enter into such a contract.

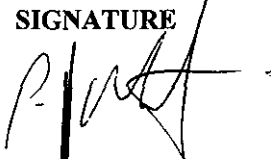

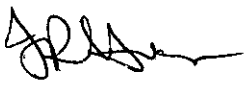
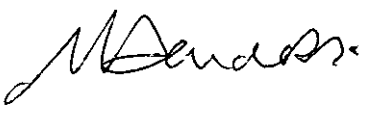
- 2 **THAT** the Articles of Association of the Company be amended by adding the following as Article 32:

"32 Subject to the provisions of the Companies Act 1985 the Company shall have power:

 - 32.1 pursuant to Section 162 of that Act to purchase its own shares (including any redeemable shares); and
 - 32.2 the Company may make payment in respect of the redemption or purchase of any of its own shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares in accordance with and subject to Section 171 of the said Act."

- 4 **THAT** in the event that the Agreement is properly rescinded by the Seller in accordance with its terms the Seller shall be entitled notwithstanding any provisions to the contrary in the Articles of Association of the Company at any time during the period of 2 calendar months following the date upon which the Agreement was rescinded to transfer the Sale Shares in whole only to any person or persons at any price being not less than £100,000 but subject always to the provisions of regulations 15.12.1 to 15.12.4 (inclusive) of the Articles of Association of the Company. Upon the expiry of the said two month period, the provisions of regulations 14 and 15 of the Articles of Association of the Company shall apply to any proposed transfer of shares by the Seller.



| NAME OF SHAREHOLDER | SIGNATURE | DATE OF SIGNATURE |
|--------------------------------|---|--------------------------|
| Philip Mort |  | 22/11/02 |
| Joseph Francis Holmes |  | 22/11/02 |
| Jonathan Richard Hughes |  | 22/11/02 |
| Dean Grant Sanders | | |
| Malcolm Edward Sanders |  | 22/11/02 |
| ECI Ventures Limited | | |

NAME OF SHAREHOLDER

SIGNATURE

DATE OF SIGNATURE

Philip Mort

Joseph Francis Holmes

Jonathan Richard Hughes


Dean Grant Sanders

Malcolm Edward Sanders

ECI Ventures Limited



22/11/02



22/11/02

NAME OF SHAREHOLDER

SIGNATURE

DATE OF SIGNATURE

Philip Mort

Joseph Francis Holmes

Jonathan Richard Hughes

Dean Grant Sanders



21/10/02.

Malcolm Edward Sanders

ECI Ventures Limited

DATED

2002

(1) PHILIP MORT

(2) SCT HOLDINGS LIMITED

AGREEMENT FOR PURCHASE OF OWN SHARES

**M and A Solicitors
Kenneth Pollard House
5-19 Cowbridge Road East
Cardiff
CF11 9AQ**

**Tel: (029) 20665793
Fax: (029) 20665798**

- 1.2.3 the Company shall pay to the Seller the sum of £100,000 by way of direct bank transfer to such bank account as the Seller may nominate in writing to the Company.
- 1.3 If the provisions of clause 1.2 are not complied with on the date of Completion by either party, then the party not in default of the provisions of clause 1.2 may in addition to and without prejudice to all its other rights and remedies:
- 1.3.1 defer Completion to a date not more than 28 days after the date referred to in clause 1.1 (and so that the provisions of this clause 1.3 shall apply to Completion as so deferred);
- 1.3.2 proceed to Completion so far as practicable;
- 1.3.3 rescind this Agreement without liability on its part to the other party; or
- 1.3.4 waive all or any of the obligations of the other party.
- 1.4 Without prejudice to the provisions of clause 1.3 above, in the event that the Seller fails to comply with the provisions of clauses 1.2.1 or 1.2.2 any one of the directors of the Company (or some other person duly nominated by a resolution of the board of directors of the Company for that purpose), shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer of the relevant Sale Shares to the Company and to execute the Deed. The Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the Sale Shares to the Company when he shall be paid the purchase money.
- 1.5 The Seller undertakes that he shall not between the date of this Agreement and Completion (or the date upon which the agreement is rescinded pursuant to clause 1.3.3 as the case may be) grant any option or other interest over the Sale Shares or otherwise create any lien charge or encumbrance over the Sale Shares.

2 General

- 2.1 The Seller agrees that he will execute all such documents and do such acts and things as may be required, on or following completion of the purchase of the Sale Shares for securing or vesting in the Purchaser the legal and beneficial ownership of the Sale Shares in accordance with the terms and conditions of this Agreement.
- 2.2 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

- 2.3 A notice may be given by either party hereto to the other either personally or by sending it by prepaid first class post or airmail to his address stated in this Agreement or to any other address supplied by him to the other party hereto for the giving of notice to him. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 24 hours after the notice is posted.
- 2.4 This Agreement shall be construed in accordance with the laws of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

SIGNED by PHILIP MORT
in the presence of:

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)

Witness signature:

Name:

Address:

Occupation:

SIGNED by MALCOLM SANDERS
for and on behalf of
SCT HOLDINGS LIMITED
in the presence of:

)
)
)
)

Witness signature:

Name:

Address:

Occupation: