

Company No. 3998372

**THE COMPANIES ACT 1985
and
THE COMPANIES ACT 1989 (the "Act")**

**WRITTEN RESOLUTION
OF
STORM TECHNOLOGIES LIMITED (the "Company")**

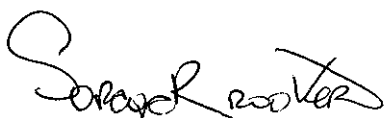
PASSED ON 14 JULY 2005

We, the undersigned, being all the members of the Company entitled to receive notice and attend and vote on these resolutions at general meetings of the Company, **HEREBY RESOLVE** pursuant to section 381A of the Act, that the following resolutions are hereby passed as special resolutions of the Company:-

SPECIAL RESOLUTIONS

THAT the agreement for off-market own share purchase between (1) the Company and (2) Laurence Rutter in respect of the purchase by the Company out of the Company's distributable profits of 5 (five) Ordinary Shares in its share capital (the "Rutter Agreement"), a copy of which is attached hereto, be and is hereby approved and that the directors of the Company be authorised and requested to procure that the Company enter into the Rutter Agreement.

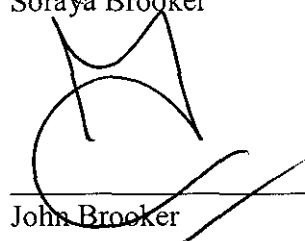
THAT any rights of pre-emption contained in the Company's articles of association be disapplied in so far as they apply to the transfer of Ordinary Shares pursuant to the Rutter Agreement.



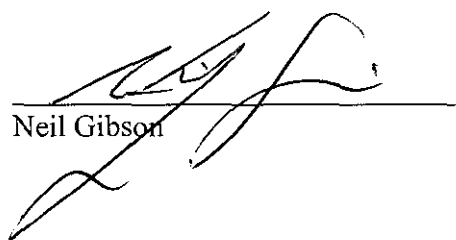
Soraya Brooker



Simon Dearn



John Brooker



Neil Gibson



A22
COMPANIES HOUSE

0357
30/07/05

DATED

2005

(1) STORM TECHNOLOGIES LIMITED

-and-

(2) LAURENCE RUTTER

AGREEMENT

for

Off-Market Own Share Purchase

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

Ref: Al Turnbull / Tim Wright

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) **LAURENCE RUTTER** of 12 Sussex Road, Colchester, Essex CO3 3QH (the "**Seller**").

INTRODUCTION:

- (A) The Seller is the legal and beneficial owner of a total of five (five) 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 out of its distributable profits and the Seller desires to sell the Shares on the terms of this agreement (the "**Agreement**").

IT IS NOW AGREED:**1. WARRANTY AND UNDERTAKING**

The Seller represents and warrants to the Company that introductory paragraph (A) to this Agreement is true and that the Shares represent all of the Seller's interest in the share capital of the Company. The Seller 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 agrees to sell the Shares with full title guarantee 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 twenty thousand pounds (£20,000) 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 release to the Company duly executed instruments of transfer together with the share certificate in respect of the Shares; and
- (b) the Company shall pay to the Seller the purchase price in accordance with Clause 3.

5. JURISDICTION

This Agreement 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.

STORM TECHNOLOGIES LIMITED

By: _____

Name: _____

Title: _____

Signed by
LAURENCE RUTTER

Laurence Rutter