

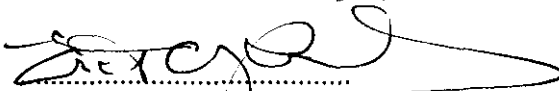
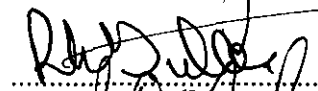

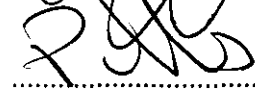
**THE COMPANIES ACT, 1985  
RESOLUTION IN WRITING  
OF  
ART PATTERN LIMITED**

Passed on the 4 day of April 2000

WE, being all the members entitled to attend and vote at a General Meeting of the Company for the purposes of the Companies Act, 1985 Section 381A(1) and Schedule 15A Part II paragraph 5(2) **HEREBY ACKNOWLEDGE** that a copy of the proposed draft Agreement between the Company and Ronald Ralph Colman for an off-market purchase by the Company of its own shares has been separately supplied to each one of us prior to the time at which this resolution was supplied to each one of us respectively for signature **AND HEREBY RESOLVE** and **AGREE** that the following resolution shall take effect as a special resolution as required by the Companies Act, 1985 Section 164(2) :-

**SPECIAL RESOLUTION**

That the terms of the draft Agreement between the Company and Ronald Ralph Colman attached to this resolution and signed by Eric Chapman for the purpose of identification being an Agreement for inter alia an "off market" (within the meaning ascribed to that term by the Companies Act, 1985 Section 163) purchase by the Company of its own shares (such shares being described in the Purchase Agreement) be and is hereby approved pursuant to the Companies Act, 1985 Section 164 and Section 165 and Eric Chapman be and is hereby authorised to sign the said Purchase Agreement for and on behalf of the Company.

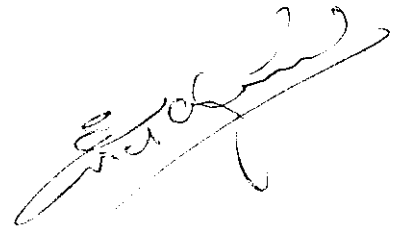
	dated the <u>4</u> day of <u>April</u> 2000
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.....	dated the      day of      2000

**DATED** \_\_\_\_\_ **2000**

**ART PATTERN LIMITED**

**and**

**RONALD RALPH COLEMAN**



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**PURCHASE AGREEMENT**

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**Craig Ferguson & Co  
Solicitors  
Hollybank  
38 Shirley Road  
Stoneygate  
Leicester LE2 3LJ**

**THIS AGREEMENT** is made the                      day of                      2000

**BETWEEN**

- (1) **ART PATTERN LIMITED** whose Registered Office is situate Bedford Street South, Leicester LE1 3JP (hereinafter referred to as "the Company") and
- (2) **RONALD RALPH COLEMAN** of 13 Gayhurst Close, Braunstone, Leicestershire (hereinafter referred to as "the Vendor").

**WHEREAS:-**

- (A) The Company was incorporated under the Companies Act 1985 and has an authorised share capital of £250,000 divided into 250,000 Ordinary Shares of £1 each 120,004 of which have been issued.
- (B) The Vendor is the holder and beneficial owner of 18,002 Ordinary Shares of £1 each in the capital of the Company.
- (C) The Company is authorised to purchase its own shares by its Articles of Association.
- (D) The draft terms of this Agreement were available for the inspection of the members of the Company prior to the passing of any special resolution in writing of the Company to authorise the entering into of this Agreement by the Company in accordance with Sections 164 and 381A(1) and paragraph 5 (2) of Part II of Schedule 15A Companies Act 1985 and such authority has neither been varied nor revoked.
- (E) The Company desires to purchase and the Vendor desires to sell his entire holding of shares in the capital of the Company (such shares being hereinafter referred to as the "Sale Shares") upon the terms and subject to the conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED as follows:-**

**1 SALE AND PURCHASE**

The Vendor shall sell and the Company shall purchase the Sale Shares with full title guarantee and with all rights attaching and accruing to them with effect from the date hereof in consideration of the sum of £135,000 payable on completion of this Agreement. The Company shall pay the said sums out of its distributable profits.

## 2 **COMPLETION**

Completion of the sale and purchase of the Sale Shares hereunder shall take place at the registered office of the Company immediately after the signing of this Agreement whereupon:-

- 2.1 The Vendor shall deliver to the Company the Share Certificate in respect of the Sale Shares and in the case of a lost Certificate such indemnity as the Company shall reasonably require.
- 2.2 The Company shall deliver to the Vendor a cheque drawn on the Company's bank account to the value of £135,000 .

## 3 **COSTS AND DUTIES**

- 3.1 The Company shall bear all Stamp Duties for and due in respect of the completion of the purchase of the Sale Shares in accordance with this Agreement.
- 3.2 The Company shall pay to the Vendor's Solicitors a sum of £500 plus VAT towards the cost of legal advice.

## 4 **WAIVER**

No waiver by any of the parties of any of the requirements hereof or of any of their rights hereunder shall have effect unless given in writing and signed by such party.

## 5 **ENTIRE AGREEMENT AND VARIATIONS**

This Agreement constitutes the entire agreement between the parties with respect to all matters referred to herein and it is expressly declared that no variations hereof shall be effective unless made in writing and signed by the Vendor and by a Director of the Company authorised by a Board Resolution of the Company for and on behalf of the Company.

**6 INTERPRETATION**

- 6.1 The headings of the clauses in this Agreement are for the convenience of reference only and should be disregarded in the interpretation of this Agreement.
- 6.2 Where the context permits the singular shall include the plural and vice versa, words incorporating a gender shall include every gender and references to persons include bodies corporate or unincorporate.
- 6.3 References to clauses, sub-clauses and the schedules are to clauses, sub-clauses and the schedules to this Agreement and the Schedule is hereby incorporated into this Agreement.

**7 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

**IN WITNESS** whereof the parties have hereunto set their hands the day and year first before written.

**SIGNED** by Eric Chapman                    )  
for and on behalf of                        )  
**ART PATTERN LIMITED**                    )  
in the presence of:-                         )

**SIGNED** by **RONALD RALPH COLEMAN**  
in the presence of:-