

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:-

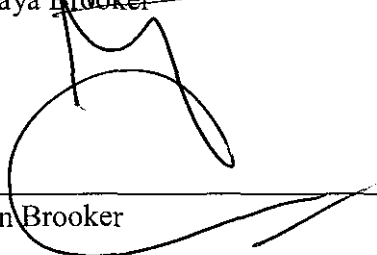
**SPECIAL RESOLUTIONS**

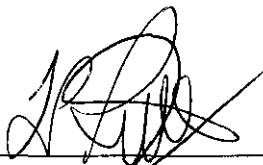
THAT the agreement for off-market own share purchase between (1) the Company and (2) Neil Gibson in respect of the purchase by the Company out of the Company's distributable profits of 23 (twenty three) Ordinary Shares in its share capital (the "Gibson Agreement"), a copy of which is attached hereto, be and is hereby approved and that the directors of the Company be authorised and requested to procure that the Company enter into the Gibson 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 Gibson Agreement.

  
\_\_\_\_\_  
Soraya Brooker

  
\_\_\_\_\_  
Simon Dearn

  
\_\_\_\_\_  
John Brooker

  
\_\_\_\_\_  
Laurence Rutter



**DATED**

**2005**

(1) **STORM TECHNOLOGIES LIMITED**

and

(2) **NEIL GIBSON**

**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: Wright/Storm/Gibson

**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) **NEIL GIBSON** of The Firs, Nayland Road, Great Horseley, Essex CO6 4ER (the "**Seller**").

**INTRODUCTION:**

- (A) The Seller is the legal and beneficial owner of 23 (twenty three) 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 and 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 £92,000 (ninety two 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 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  
**NEIL GIBSON**

\_\_\_\_\_  
Neil Gibson