

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ARTEB PRINTING LIMITED

In accordance with section 381A of the Companies Act 1985, we, being all the members of Ardeb Printing Limited ("the Company") who, at the date of this written resolution, are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolution as a special resolution :

"That the terms of the proposed share sale and purchase agreements (copies of which are attached to this written resolution) for the purchase by the Company of (a) 25 ordinary shares of £1 each in the capital of the Company from Mr Brian Fairhurst at a price of £5,000 per share and (b) 3 ordinary shares of £1 each in the capital of the Company from Mrs Angela Fairhurst at a price of £5,000 per share, involving the Company in making a total aggregate payment of £140,00, be and are hereby approved, and that the Company be and is hereby authorised to enter into the said share sale and purchase agreements".

Signed by Peter Parisi

P. Parisi

Signed by Hilda Parisi

H. Parisi

Signed by Brian Fairhurst

Brian Fairhurst

Signed by Angela Fairhurst

Angela Fairhurst

Dated

31-10-03



DATED

31st October

2003

(1) ANGELA FAIRHURST

- and -

(2) ARTEB PRINTING LIMITED

AGREEMENT

Relating to

the purchase by Arteb Printing Limited
of its own shares

THIS AGREEMENT is made on

31st October

2003

BETWEEN

- (1) **ANGELA FAIRHURST** of 90 Folds Lane, St Helens, Merseyside, WA11 9NQ (the "Vendor");
and
- (2) **ARTEB PRINTING LIMITED** (company number 1732746) whose registered office is at Unit 13, Lyon Industrial Estate, Brindley Road, Off Reginald Road, Sutton, St Helens, Merseyside, WA9 4HY, England ("Company").

BACKGROUND

- A The Vendor is the registered and beneficial owner of the Sale Shares.
- B An unexecuted copy of this agreement was attached to the written resolution circulated to all the shareholders of the Company entitled, pursuant to section 381A and schedule 15A of the Companies Act 1985, to sign the written resolution. The terms of this agreement were subsequently authorised by the written resolution which was signed by or on behalf of the relevant shareholders of the Company and dated 31st October 2003.
- C The Company desires to purchase and the Vendor desires to sell the Sale Shares on the terms set out below.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"**Completion**" means the performance by the Vendor and the Company of the obligations assumed by them respectively under clause 4;

"**Completion Date**" means 31st October 2003;

"**Encumbrance**" means any charge, lien, equity, third party right, option, right of pre-emption or any other encumbrance, priority or security interest whatever; and

"Sale Shares" means 3 ordinary shares of £1 each in the capital of the Company beneficially owned by and registered in the name of the Vendor.

1.2 In this agreement where the context admits:

1.2.1 words and phrases which are defined or referred to in or for the purposes of the Companies Act 1985, the Companies Act 1989 and the Companies Consolidation (Consequential Provisions) Act 1985 have the same meanings in this agreement (unless otherwise expressly defined in this agreement);

1.2.2 reference to a statutory provision includes reference to:

1.2.2.1 any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force (whenever made);

1.2.2.2 any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment, consolidation, re-enactment or replacement;

1.2.3 reference to the parties to this agreement includes their respective successors in title and permitted assigns.

2. SALE AND PURCHASE

The Vendor shall sell with full title guarantee, and the Company shall purchase, the Sale Shares for the sum of £15,000 payable to the Vendor. The Company shall pay the said sum out of its distributable profits.

3. THE VENDOR'S WARRANTY

The Vendor warrants that she is the registered holder and beneficial owner of the Sale Shares and that the Sale Shares are fully paid up and free from all Encumbrances.

4. COMPLETION

4.1 Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date and after the signing of this agreement when the parties shall cause the following matters to be effected in the following order:

4.1.1 the Vendor shall deliver to the Company the relevant share certificate (or an express indemnity in a form and given by a person satisfactory to the

Company in respect of any share certificate found to be missing) in respect of the Sale Shares;

4.1.2 the Company shall pay the purchase price payable in respect of the Sale Shares; and

4.1.3 the Company shall deliver to the Vendor a certified copy of the written resolution of the Company authorising the purchase of the Sale Shares by the Company.

4.2 As soon as reasonably practicable after Completion has been effected in accordance with clause 4.1, the Company shall, in accordance with section 66 of the Finance Act 1986, submit a form 169 to the Registrar of Companies together with a cheque for the relevant stamp duty and the Company shall alter its register of members so as to show:

4.2.1 that the Vendor has transferred the Sale Shares to the Company and has thereby ceased to hold those shares; and

4.2.2 that the Sale Shares have been cancelled in accordance with sections 160(4) and 162(2) of the Companies Act 1985.

5. FURTHER ASSURANCE AND ATTORNEY

On and after Completion, the Vendor shall, at the request and cost of the Company, do and execute or procure to be done and executed all such acts, deeds, documents and things as may be necessary to vest title in the Sale Shares in the Company.

6. ENTIRE AGREEMENT

This agreement and the documents entered into pursuant to it set out the entire agreement between the parties and supersedes all prior agreements and arrangements between the parties, and representations by them, with respect to the subject matter of this agreement.

7. COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which when executed by one or more of the parties hereto shall constitute an original but all of which, when taken together, shall constitute one and the same instrument.

8. NOTICES

Any notice to be given in connection with this agreement shall be made in writing and delivered personally or sent by first class registered post to the respective party at its registered office for the time being. In the case of a notice sent by first class registered post, evidence of posting shall be deemed proof of receipt thereof on the second Business Day after posting and if delivered personally, evidence of delivery shall be deemed proof of receipt thereof on the next Business Day after delivery.

9. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this agreement.

This agreement was entered into on the date specified above.

SIGNED by the said ANGELA
FAIRHURST
in the presence of:

) Angela Fairhurst
)

Witness Signature:

Peter L. Stedley

Full Name:

Peter L. Stedley

Address:

St Helens

Occupation:

Solicitor

SIGNED for and on behalf of)
ARTEB PRINTING LIMITED in)
the presence of:)

J. Wain
2

Witness Signature:

I. J. McKillop

Full Name:

IAN JAMES MCKILLOP

Address:

*6 WINKLEY SQUARE
PRESTON*

Occupation:

SOLICITOR

DATED

31st October

2003

(1) BRIAN FAIRHURST

- and -

(2) ARTEB PRINTING LIMITED

AGREEMENT

relating to

the purchase by Arteb Printing Limited
of its own shares

THIS AGREEMENT is made on

31st October

2003

BETWEEN

- (1) **BRIAN FAIRHURST** of 90 Folds Lane, St Helens, Merseyside, WA11 9NQ (the "Vendor"); and
- (2) **ARTEB PRINTING LIMITED** (company number 1732746) whose registered office is at Unit 13, Lyon Industrial Estate, Brindley Road, Off Reginald Road, Sutton, St Helens, Merseyside, WA9 4HY, England ("Company").

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- C The Company desires to purchase and the Vendor desires to sell the Sale Shares on the terms set out below.

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"**Completion Date**" means 31st October 2003;

"**Encumbrance**" means any charge, lien, equity, third party right, option, right of pre-emption or any other encumbrance, priority or security interest whatever; and

"**Sale Shares**" means 25 ordinary shares of £1 each in the capital of the Company beneficially owned by and registered in the name of the Vendor.

1.2 In this agreement where the context admits:

1.2.1 words and phrases which are defined or referred to in or for the purposes of the Companies Act 1985, the Companies Act 1989 and the Companies Consolidation (Consequential Provisions) Act 1985 have the same meanings in this agreement (unless otherwise expressly defined in this agreement);

1.2.2 reference to a statutory provision includes reference to:

1.2.2.1 any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force (whenever made);

1.2.2.2 any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment, consolidation, re-enactment or replacement;

1.2.3 reference to the parties to this agreement includes their respective successors in title and permitted assigns.

2. SALE AND PURCHASE

The Vendor shall sell with full title guarantee, and the Company shall purchase, the Sale Shares for the sum of £125,000 payable to the Vendor. The Company shall pay the said sum out of its distributable profits.

3. THE VENDOR'S WARRANTY

The Vendor warrants that he is the registered holder and beneficial owner of the Sale Shares and that the Sale Shares are fully paid up and free from all Encumbrances.

4. COMPLETION

4.1 Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date and after the signing of this agreement when the parties shall cause the following matters to be effected in the following order:

4.1.1 the Vendor shall deliver to the Company the relevant share certificate (or an express indemnity in a form and given by a person satisfactory to the Company in respect of any share certificate found to be missing) in respect of the Sale Shares;

- 4.1.2 the Company shall pay the purchase price payable in respect of the Sale Shares; and
- 4.1.3 the Company shall deliver to the Vendor a certified copy of the written resolution of the Company authorising the purchase of the Sale Shares by the Company.
- 4.2 As soon as reasonably practicable after Completion has been effected in accordance with clause 4.1, the Company shall, in accordance with section 66 of the Finance Act 1986, submit a form 169 to the Registrar of Companies together with a cheque for the relevant stamp duty and the Company shall alter its register of members so as to show:
 - 4.2.1 that the Vendor has transferred the Sale Shares to the Company and has thereby ceased to hold those shares; and
 - 4.2.2 that the Sale Shares have been cancelled in accordance with sections 160(4) and 162(2) of the Companies Act 1985.

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On and after Completion, the Vendor shall, at the request and cost of the Company, do and execute or procure to be done and executed all such acts, deeds, documents and things as may be necessary to vest title in the Sale Shares in the Company.

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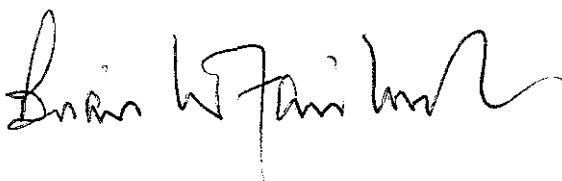
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This agreement was entered into on the date specified above.

SIGNED by the said BRIAN)
FAIRHURST)
in the presence of:)



Witness Signature:



Full Name:

Peter L. Blodgett

Address:

St Helens

Occupation:

Schooler

SIGNED for and on behalf of)
ARTEB PRINTING LIMITED in)
the presence of:)



Witness Signature:

I. J. McKillop

Full Name:

IAN JAMES MCKILLOP

Address:

6 WINCKLEY SQUARE
PRESTON

Occupation:

SOLICITOR