



COMPANIES FORM NO. 12

Statutory Declaration of compliance with requirements on application for registration of a company

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

To the Registrar of Companies

For official use

For official use

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2275192

Name of company

* RIMLOCK LIMITED

I, NIGEL LEONARD BLOOD,

of 84 Temple Chambers,

Temple Avenue,

London, EC4Y 0HP

do solemnly and sincerely declare that I am a person named as secretary of the company in the statement delivered to the registrar under section 10(2) and that all the requirements of the above Act in respect of the registration of the above company and of matters precedent and incidental to it have been complied with. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Temple Chambers,
Temple Avenue,
in the City of London.

Declarant to sign below

the 27th day of June
One thousand nine hundred and eighty eight

before me

A Commissioner for Oaths/

A ~~Solicitor having the powers conferred on a Commissioner for Oaths~~

Presenter's name address and
reference (if any):

The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553

For official use
New Companies Section

Post room



The London Law Agency Limited Company Registration Agents, Printers and Publishers
TEMPLE CHAMBERS TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

**Statement of first directors
and secretary and intended
situation of registered office**

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of company

Name of company

* RIMLOCK LIMITED

XXXXXX
Limited

The intended situation of the registered office of the company on incorporation is as stated below

84 Temple Chambers,
Temple Avenue,
LONDON

Postcode

EC4Y 0HP

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

X

The London Law Agency Limited,
84 Temple Chambers,
Temple Avenue,
LONDON

Postcode

EC4Y 0HP

Number of continuation sheets attached (see note 1)

Presenter's name, address and
reference (if any):

The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553

For official use
General Section

Post room

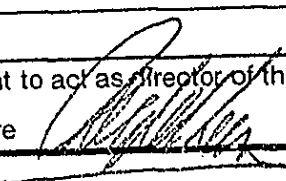


The London Law Agency Limited

Company Registration Agents, Printers and Publishers
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:


Please do not write in this margin

Name (note 3) Roy Charles Keen		Business occupation	
		Company Director	
Previous name(s) (note 3) None		Nationality	
		English	
Address (note 4) 84 Temple Chambers		Date of birth (where applicable)	
Temple Avenue		(note 6)	
LONDON	Postcode	EC4Y 0HP	
Other directorships †			
The London Law Agency Limited			
I consent to act as director of the company named on page 1			
Signature 		Date 1st June 1988	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please complete legibly, preferably in black type, or bold block letter

Name (notes 3 & 7)		Nigel Leonard Blood	
Previous name(s) (note 3)		None	
Address (notes 4 & 7)		84 Temple Chambers	
		Temple Avenue	
		London	
		Postcode	EC4Y 0HP
I consent to act as secretary of the company named on page 1			
Signature 		Date 1st June 1988	

Agents for and on behalf of the Company
The London Law Agency Limited

Signature of agent on behalf of subscribers  Director Date 1st June 1988

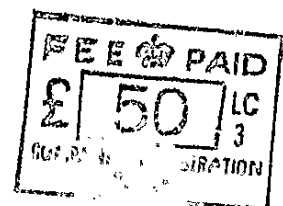
THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

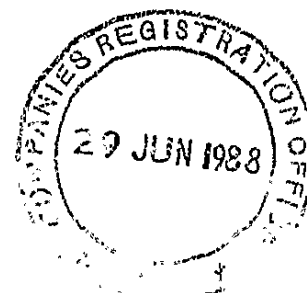
MEMORANDUM OF ASSOCIATION

OF

RIMLOCK LIMITED



2275192



1. The Company's name is "RIMLOCK LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's Objects are:-
 - (A) To carry on the business of an Investment Company in all its branches and to acquire by purchase, lease, concession, grant, licence or otherwise deal in such businesses options, rights, privilege, land, buildings, leases, underleases, stocks, shares, debentures, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same and to vary any of the investments of the Company; to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations and to undertake and execute any other trusts and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description and to carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account and to co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company.

OB025



Presented By : THE LONDON LAW AGENCY LIMITED
TEMPLE CHAMBERS, TEMPLE AVE, LONDON EC4Y 0HP

Our Ref : 1495

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing any other company whose objects shall include the acquisition and taking of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.



(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.


5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 ROY C. KEEN, Temple Chambers, Temple Avenue, London EC4Y OHP.	One
 NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP.	One
Total Shares taken	Two

Dated the 1st day of June, 1988.

Witness to the above Signatures:-


J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF
RIMLOCK LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

TRANSFER OF SHARES

12. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share; and Clause 24 of Table A shall be modified accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS



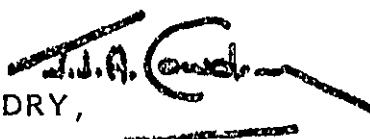
ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.



NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Dated the 1st day of June, 1988.

Witness to the above Signatures:~



J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2275192

I hereby certify that

RIMLOCK LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 7 JULY 1988


an authorised officer

Number: 2275192

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES



SPECIAL RESOLUTION
of
RIMLOCK LIMITED

Passed 16th day of February 1989

At an Extraordinary General Meeting of the above named Company duly convened and held at 31 Ironmarket, Newcastle-under-Lyme, Staffordshire on the Sixteenth day of February 1989 the following resolution was duly passed as a Special Resolution

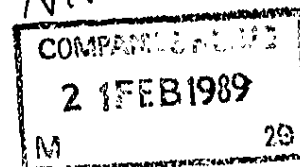
SPECIAL RESOLUTION

"That the name of the Company be changed to Promtek Holdings Limited."

.....D. J. Miller.....
Chairman

Filed by:-
Knight & Sons
Solicitors
31 Ironmarket
Newcastle-under-Lyme
Staffordshire

REF: NFD/GLC



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2275192

I hereby certify that

RIMLOCK LIMITED

having by special resolution changed its name,

is now incorporated under the name of

PROMTEK HOLDINGS LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 31 MARCH 1989

B.M. Jones
Mrs. B.M. JONES

an authorised officer

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete legibly, preferably in black type, or bold block lettering

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2275192

Name of company

* PROMTEK HOLDINGS LIMITED

* insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3	0	0	4
---	---	---	---

Note
Please read notes 1 to 4 overleaf before completing this form

† delete as appropriate

The current accounting reference period of the company is to be treated as ~~shortened~~ ^{shortened} ~~extended~~† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3	0	0	4	1	9	8	9
---	---	---	---	---	---	---	---

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of PROMTEK LIMITED

_____, company number 1309570

the accounting reference date of which is 30TH APRIL 1989

Signed

P. Wiltshire

[Director][Secretary]† Date

18/11/89

Presentor's name address and reference (if any):

Peat Marwick Mcintoch
11, West Street,
Congleton,
Cheshire.
CW12 1SN

For official Use
General Section

Post room

[Signature]

[Signature]

95

G

COMPANIES FORM No. 123

**Notice of Increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold black lettering

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2275192

Name of company

* PROMTEK HOLDINGS LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 30TH NOVEMBER 1989 the nominal capital of the company has been
increased by £ 100 beyond the registered capital of £ 100.

§ the copy must be
printed or in some
other form approved
by the registrar

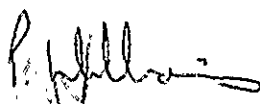
A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

To rank *pari passu* with the original capital of the
company.

Please tick here if
continued overleaf☐† delete as
appropriate

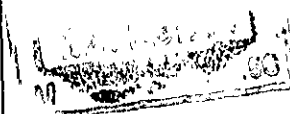
Signed

[Director][Secretary]† Date 30.11.89Presenter's name address and
reference (if any):

KPMG Peat Marwick McLintock
Churchill House
Regent Road
Stoke-on-Trent
ST1 2RG

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General Section

Post room



NUMBER OF COMPANY 2275192

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION
OF
PROMTEK HOLDINGS LIMITED

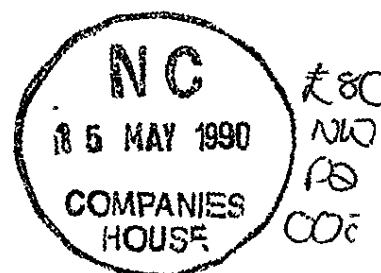
Passed 20 April 1990

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened and held at Fisher Street, Brindley Ford, Stoke-on-Trent, Staffordshire ST8 7QJ on Friday 20 April 1990 at 10.30am, the subjoined SPECIAL RESOLUTION was duly passed viz:

RESOLUTION

That with the sanction of the Department of Trade the name of the Company be changed to PROMTEK LIMITED.

P. Williams
.....
Chairman - P Williams



256.SD
036.BS2

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2275192

I hereby certify that

PROMTEK HOLDINGS LIMITED

having by special resolution changed its name,
is now incorporated under the name of

PROMTEK LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 22 MAY 1990

P. Bevan
P. BEVAN

an authorised officer



COMPANIES FORM No. 169

Return by a company purchasing
its own shares712
169

CHA 116

Pursuant to section 169 of the Companies Act 1985

Please do not
write in
this margin

To the Registrar of Companies

For official use

Company number

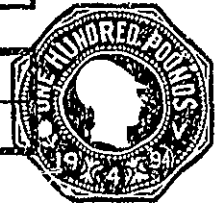


2275192

Please do not write
in the space below.
For Inland Revenue
use only.Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

Name of company

* PROMTEK LIMITED

This return must be
delivered to the
Registrar within a
period of 28 days
beginning with the
first date on which
shares to which it
relates were delivered
to the companyShares were purchased by the company under section 162 of the above Act as
follows:

Class of Shares	ORD	ORD	
Number of shares purchased	430	680	
Nominal value of each share	£0.01	£0.01	
Date(s) on which the shares were delivered to the company	31.03.94	06.04.94	
Maximum prices paid for each share	£		
Minimum prices paid for each share	£		

§ A private company
is not required to
give this informationThe aggregate amount paid by the company for the shares
to which this return relates was: £ 120,000Stamp duty payable pursuant to section 66 of the Finance Act
1986 on the aggregate amount at 50p per £100 or part of £100 £ 600* Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation:

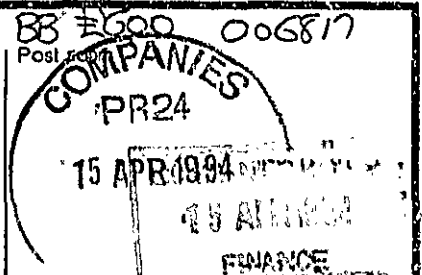
DIRECTOR

Date

13/4/94

Presentor's name address and
reference (if any):
KNIGHT & SONS
31 IRONMARKET
NEWCASTLE-UNDER-LYME
STAFFORDSHIRE ST5 1RL

JCMB/BMB

For official Use
General Section

7A

COMPANIES ACTS 1985 AND 1989

Registered Number: 2275192

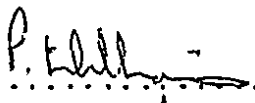
WRITTEN RESOLUTIONS
OF
PROMTEK LIMITED

We, the undersigned being all the members of the Company entitled to attend and vote at general meetings of the Company hereby pass the following written resolution in accordance with Section 381A Companies Act 1985 and also in accordance with paragraph 5 of Schedule 15A of the Companies Act 1985

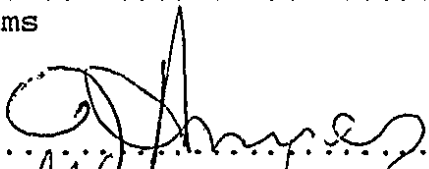
WRITTEN RESOLUTION

THAT the terms of the proposed contract, for the purchase by the Company from Farthing Limited (Account Number P67 (MW)) of 215 Ordinary Shares of 1p each at a price of £20,000 (a copy of such contract has been supplied to the members and is annexed hereto), be and is hereby approved, and any director of the Company be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

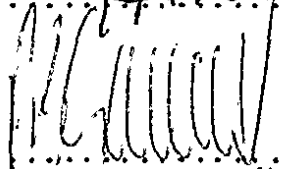
Signed by


.....
P Williams

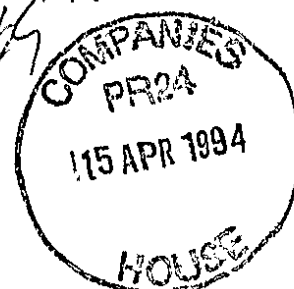
Date 29th March 1994


.....
J H Amies

Date 29th March 1994


.....
for and on behalf of SIMKO LIMITED FORMERLY
Simko Trust Limited

Date 31st March 1994



P67
X

.....
for and on behalf of
Farthing Limited P67 (PA)

Date 31 March 1994

P67
X

.....
for and on behalf of
Farthing Limited P67 (PW)

Date 31 March 1994

P67
X

.....
for and on behalf of
Farthing Limited P67 (JA)

Date 31 March 1994

We as auditors of the Company hereby confirm pursuant to
Section 381B of the Companies Act 1985 that there are no
matters contained in the above written resolution which
concern us as auditors of the Company.

Signed
KPMG Peat Marwick
Chartered Accountants
Festival Way
Stoke-on-Trent

Dated 31 March 1994



DATE

1994

PARTIES

- (1) The persons whose names and addresses are set out in the first and second columns of Schedule 1 ("the Vendors")
- (2) **PROMTEK LIMITED** registered in England No. 2275192 whose registered office is situate at Fisher Street Brindley Ford Stoke-on-Trent Staffordshire ST8 7QJ ("the Company")

WHEREAS

- (A) The Company was incorporated in England on 7th July 1988 and has at the date hereof an authorised and issued share capital as shown in Schedule 2
- (B) Pursuant to:
 - (i) the powers conferred in Part V of the Companies Act 1985; and
 - (ii) Written Resolutions passed on March 1994the Company proposes to enter into this Agreement to purchase shares in the Company owned by the Vendors on the terms set out in this Agreement

IT IS AGREED

1. Definitions

In this Agreement unless the context otherwise requires the following definitions shall have the following meanings:

- | | |
|---------------------|--|
| "Shares" | the Shares in the Company held by the Vendors as set out in the third column of Schedule 1 |
| "Completion" | completion of the sale and purchase of the Shares in accordance with clause 2.2 |

2. Sale and Purchase

- 2.1 The Vendors shall sell and the Company shall purchase the Shares

- 2.2 Completion of the sale and purchase of the Shares shall take place on the date hereof or some other date agreed by the parties when:
- 2.2.1 the Vendors shall deliver to the Company transfers in respect of the Shares to be sold by them pursuant to this Agreement duly executed in favour of the Company accompanied by the relative share certificates in respect of the Shares
- 2.2.2 a meeting of the Board shall be convened and resolutions passed to amend the Register of Members and to forward to the Vendors share certificates in respect of the balance of their shareholdings
- 2.3 Upon completion of the matters referred to in clause 2.2.1 the Company shall pay into each of the Vendors' nominated Bank accounts the sum of £20,000 (twenty thousand pounds)

3. Warranties

- 3.1 The Vendors warrant to the Company
- 3.1.1 that they have full power and authority to enter into and perform this Agreement which when executed constitutes a binding obligation on them in accordance with its terms
- 3.1.2 there is and at Completion will be no pledge, lien or other encumbrance on, over or affecting the Shares and there is and at Completion will be no agreement to give or create any such encumbrance and no claim has been or will be made by any person to be entitled to any of the foregoing

4. General

- 4.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be released, discharged, supplemented, interpreted, amended, varied or modified except by an instrument in writing signed on or on behalf of the parties
- 4.2 The Vendors shall from time to time upon the request of the other party execute any additional documents and do any other acts or things which may reasonably be required to effectuate the purposes of this Agreement

4.3 This Agreement shall be governed by English law and subject to the non-exclusion jurisdiction of the English Courts

IN WITNESS whereof this Agreement has been executed by the parties the day and year first before written above

SCHEDULE 1

<u>Vendor</u>	<u>Address</u>	<u>Number and Class of Shares</u>
Farthing Limited (Account P67 (MW))	Heritage Court 14 Athol Street Douglas Isle of Man IM99 1HN	215 Ordinary Shares of 1p each
Farthing Limited (Account P67 (PA))	Heritage Court 14 Athol Street Douglas Isle of Man IM99 1HN	215 Ordinary Shares of 1p each

SCHEDULE 2

<u>Authorised Share Capital</u>	<u>Number and description of Shares</u>	<u>Issued Share Capital</u>
£200	20000 ordinary shares of 1p each	£195.14

SIGNED for and on behalf of)
FARTHING LIMITED (Account)
Number P67 (MW)))

SIGNED for and on behalf of)
FARTHING LIMITED (Account)
Number P67 (PA)))

SIGNED for and on behalf of)
PROMTEK LIMITED)

.....
Director

7A

COMPANIES ACTS 1985 AND 1989

Registered Number: 2275192

WRITTEN RESOLUTIONS

OF

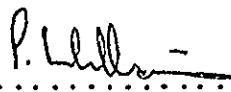
PROMTEK LIMITED

We, the undersigned being all the members of the Company entitled to attend and vote at general meetings of the Company hereby pass the following written resolution in accordance with Section 381A Companies Act 1985 and also in accordance with paragraph 5 of Schedule 15A of the Companies Act 1985

WRITTEN RESOLUTION

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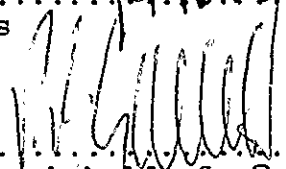
Signed by



.....
P Williams

Date 29th March 1994..


.....
J H Amies

Date 29th March 1994.


.....
for and on behalf of SIMKO LIMITED
Simko Trust Limited

Date 29th 31 March 1994
FORMERLY




PR2
X
.....
Date 31 March 1994

for and on behalf of
Farthing Limited P67 (MW)

PR2
X
.....
Date 31 March 1994

for and on behalf of
Farthing Limited P67 (PW)

PR2
X
.....
Date 31 March 1994

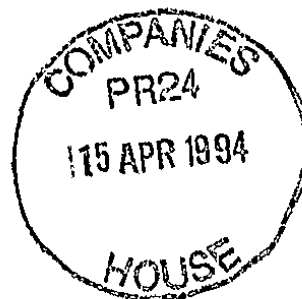
for and on behalf of
Farthing Limited P67 (JA)

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Section 381B of the Companies Act 1985 that there are no
matters contained in the above written resolution which
concern us as auditors of the Company.

Signed ... *KPMG Peat Marwick*

KPMG Peat Marwick
Chartered Accountants
Festival Way
Stoke-on-Trent

Dated 31 March 1994



DATE

1994

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SCHEDULE 2

<u>Authorised Share Capital</u>	<u>Number and description of Shares</u>	<u>Issued Share Capital</u>
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SIGNED for and on behalf of)
FARTHING LIMITED (Account)
Number P67 (MW)))

SIGNED for and on behalf of)
FARTHING LIMITED (Account)
Number P67 (PA)))

SIGNED for and on behalf of)
PROMTEK LIMITED)

.....
Director