

WRITTEN RESOLUTION

- OF -

PROMTEK LIMITED

Dated the 17th day of March 2003

We, the undersigned, being the entire members of the Company hereby pass the following Resolutions as Ordinary and Special Resolution of the Company pursuant to section 381A of the Companies Act 1985 and confirm that such Resolutions shall be as valid and effective as if they had been passed at an Extraordinary General Meeting of the Company duly convened and held:-

ORDINARY RESOLUTIONS

1. That subject to the passing of a special resolution to adopt the new articles of association annexed hereto the capital of the Company be increased from £200 to £300 by the creation of 10,000 "A" Share of 0.01p each having the rights set out in the new articles of association
2. That the board be unconditionally authorised for the purposes of the Companies Act 1985 section 80 to exercise all the powers of the Company to allot relevant securities up to a maximum nominal amount equivalent to the authorised share capital of the Company. This authority shall expire 5 years from the date of passing this resolution, save that the Company may before the expiry of this authority make an offer or agreement under which the relevant securities would or might fall to be allotted after the expiry and the board may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred by this resolution had not expired.

SPECIAL RESOLUTION

1. That the document attached hereto be adopted as the new Articles of Association of the Company to the exclusion of and in substitution for the existing articles of association

Name

Signature

Date

Peter Williams

P. Williams

17/3/03

Monica Williams

M. Williams

17/3/03



PW.

The Companies Act 1985
Company Limited by Shares
Company Number 2275192

NEW
ARTICLES OF ASSOCIATION
OF
PROMTEK LIMITED

Incorporated on the 7th day of July 1988



GRINDEYS

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The Companies Act 1985

Company Limited by Shares

Company Number 2275192

NEW ARTICLES OF ASSOCIATION

OF

PROMTEK LIMITED

Incorporated on the 7th day of July 1988

Adopted by Special Resolution dated 17th March 2003

1. Interpretation

In these Articles, if not inconsistent with the subject or context:

"Act"	means the Companies Act 1985 as amended or re-enacted from time to time
"Table A"	means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.
"A Shares"	means "A" non-voting shares of 0.01p each in the capital of the Company having the rights set out in these articles.
"Ordinary Shares"	means ordinary shares of 0.01p each in the capital of the Company having the rights set out in these articles.

2. Table A

- 2.1 The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 2.2 The last sentence of Regulation 1 of Table A is amended by deleting the words "but excluding any statutory modifications thereof not in force when these Regulations become binding on the Company"
- 2.3 Regulation 1 of Table A is further amended by adding at the end of the last sentence the words " but, if a particular word or expression has more than one definition in the Act the definition to be adopted is that which has the most general application in the Act".
- 2.4 Regulations 8, 24, 40, 41, 59, 64, 65, 73 to 78, 80, 94, 95 to 98, and 118 of Table A do not apply to the Company.

3. Share capital

- 3.1 The capital of the Company at the date of adoption of these articles is £300 divided into 20,000 Ordinary Shares of £0.01p each, 10,000 "A" non-voting shares of £0.01p each
- 3.2 Subject to the provisions of the Act and to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to allot, create, deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such times as they think fit, but no shares shall be issued at a discount.
- 3.3 Regulation 2 of Table A is amended by adding at the end "or, if there is no relevant resolution or so far as the resolution does not make specific provision, as the Directors determine".
- 3.4 The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 3.2 is an amount equivalent to the authorised share capital of the Company at the date of adoption of these articles.
- 3.5 The authority conferred on the directors by articles 3.2 and 3.4 shall remain in force for a period of 5 years from the date of adoption of these articles. This authority may be renewed by the Company in general meeting in accordance with section 80 of the Act.
- 3.6 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.

4. Rights Attaching to Shares

- 4.1 The "A" Shares, and the Ordinary Shares shall constitute different classes of share for the purposes of the Act but shall save as expressly otherwise provided confer upon the holders thereof the same rights and rank *pari passu* in all respects.
- 4.2 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in differing amounts in each class of shares and declare dividends in one or more classes of shares without declaring dividends in the other class of shares but no dividend shall exceed the amount recommended by the directors
- 4.3 The Ordinary Shares shall confer on the holders thereof the right to receive notice of and to attend and speak and vote at all general meetings of the Company.
- 4.4 The "A" Shares shall not confer on the holders thereof any right to receive notice of or to attend or to speak or to vote at any general meeting of the Company.

4.5 On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:

4.5.1 first in paying to the holders of the "A" shares any arrears of dividend; and

4.5.2 the balance of such assets be distributed amongst the holders of the Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively

4.6 For the avoidance of doubt, shares belonging to the same class shall rank *pari passu* in all respects.

5. Lien

5.1 Subject to the provisions of section 150 of the Act the Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of the share whether the period for the payment has actually arrived or not, and notwithstanding that it is the joint debt or liability of the member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends or other moneys payable on or in respect of it, together with any interest or expenses which may have accrued. The Directors may resolve that any share is wholly or in part exempt from the provisions of this article.

5.2 Regulation 10 of Table A is amended by adding at the end the following sentence :-

"The transferee shall be registered as the holder of the shares comprised in the transfer (whether the share certificate has been produced or not) and he shall not be bound to see to the application of the purchase consideration."

5.3 Regulation 11 of Table A is amended by replacing "to the person entitled to the shares at the date of the sale" with "to the person entitled to the shares immediately prior to the sale."

6. Calls of shares and forfeiture

6.1 Regulation 12 of Table A is amended by replacing "subject to receiving at least 14 clear days notice" with "subject to being given at least 14 clear days notice" and by replacing "before receipt of the Company of any sum due thereunder" with "before receipt by the Company of the sum due thereunder."

7. Transfer of shares

7.1 The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee.

- 7.2 No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer.
- 7.2.1 Any member, or person entitled to shares by way of the death or bankruptcy of any member, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice thereof in writing ('the Transfer Notice'). Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified therein ('the Sale Shares') at a price ('the Sale Price') to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which the auditors of the Company (acting as experts and not as arbitrators) shall certify to be in their opinion the fair value thereof as at the date of the Transfer Notice.
- 7.2.2 The auditors' certificate shall be binding upon all parties.
- 7.2.3 If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Vendor. Except as otherwise expressly provided in this article a Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.
- 7.2.4 Upon the Sale Price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors shall forthwith by notice in writing offer to the other holders of Ordinary Shares the Sale Shares at the Sale Price pro rata to their existing holdings. Such offer shall be open for a period of 28 days from the date of the notice ('the Acceptance Period'). If the other members shall within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the other holders of Ordinary Shares and in case of competition in proportion to their then existing holdings of Ordinary Shares in the capital of the Company.
- 7.2.5 If within the Acceptance Period the other holders of Ordinary Shares ('the Transferee') accepts the offer of all or any of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing ('the Acceptance Notice') of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares or such of the Sale Shares as are applied for shall be completed.
- 7.2.6 The Vendor shall be bound to transfer the Sale Shares or such of the Sale Shares as are applied for to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the

Sale Shares or such of the Sale Shares as are applied for shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares or such of the Sale Shares as are applied for the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares or such of the Sale Shares as are applied for to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfers the Transferees shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the name of the Transferee has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- 7.2.7 If the offer for the Sale Shares at the Sale Price is accepted in part only by the Transferee within the Acceptance Period then the Vendor for a period of 6 months thereafter shall be at liberty to transfer all or any of such of the Sale Shares as are not applied for by the Transferee to any persons at a price not being less than the Sale Price provided that the directors may require to be satisfied that the Sale Shares not applied for by the Transferee are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind to the Purchasers and if not so satisfied may refuse to register the relevant instruments of transfer.
- 7.2.8 If the offer of the Sale Shares at the Sale Price shall not be accepted in whole or in part by the Transferees within the Acceptance Period then the Vendor for a period of 6 months thereafter shall be at liberty to transfer all or any of the Sale Shares to any persons at a price not being less than the Sale Price provided that the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind to the Purchasers and if not so satisfied may refuse to register the relevant instruments of transfer.
- 7.2.9 Notwithstanding the foregoing provisions of this article the directors may decline to register any transfer of any share on which the Company has a lien.
- 7.2.10 The restrictions on transfer contained in this article shall not apply to any transfer approved in writing by all the holders of Ordinary Shares provided that it must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within this exception.

- 7.2.11 For the purposes of this article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:
- (i) any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
 - (ii) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing;
 - (iii) bankruptcy of any member;
- 7.2.12 If any member of the Company enters into a transaction of the kind referred to in paragraph 11 of this article or otherwise attempts to transfer any shares otherwise than in accordance with this article or suffers an administrative receiver or receiver to be appointed over all or any of his assets or suffers an administration order to be made against him, such member shall be deemed to have given a Transfer Notice in respect of all shares of each class held by such member or by any nominee for him respectively immediately prior to that event.
- 7.2.13 In respect of any Transfer Notice deemed to have been given under paragraph 12 of this article (a) such notice shall be deemed to contain a provision that unless all the Sale Shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company and (b) paragraph 3 of this article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Furthermore where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him then (b) above shall apply.
- 7.2.14 For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder, the directors may require any member or the legal representatives of a deceased member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. If the directors do so require and the notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at

the expiration of such period and the provisions of this article shall take effect accordingly.

- 7.2.15 Subject to paragraph 14 of this article the directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this article, but shall refuse to register any other transfer.

8. Transmission of shares

- 8.1 Regulation 30 is amended by adding the following sentence after the first sentence :-

"The Directors may by written notice require the person to make his election within 28 days of the date of the notice and if he does not do so he shall be deemed to have elected to have become the holder of the share."

- 8.2 Regulation 31 of Table A is amended by adding at the end the following sentences :-

"When a person becomes entitled to a share by transmission, the rights of the holder in relation to it cease. The person entitled by transmission may give a good discharge for dividends and other distributions in respect of the share."

- 8.3 Regulation 31 is further amended by replacing "shall have the rights" with "shall (unless and so long as he fails to comply with a notice requiring him to elect under regulation 30) have the rights."

9. Proceedings at general meetings

- 9.1 No business shall be transacted at any meeting unless a quorum is present when *the meeting commences business*. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such day and at such time and place as the directors determine.

- 9.2 The first sentence of Regulation 38 of Table A is amended by deleting "or a resolution appointing a person as a director."

- 9.3 Notice of meetings need not be given to the directors as such and Regulation 38 of Table A is modified accordingly.

- 9.4 A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.

- 9.5 On a show of hands or on a poll votes may be given either personally or by proxy.

10. Number of directors

- 10.1 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

11. Alternate directors

- 11.1 A director (other than an alternate director) may appoint any person with the consent of the other directors to be an alternate director and may remove from office an alternate director appointed by him. Regulation 67 of Table A is amended by deleting the words which follow "if his appointers ceases to be a director."
- 11.2 When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.
- 11.3 An alternate director shall not be entitled to remuneration from the company for his services as an alternate director except that he may be paid by the company such part of the remuneration otherwise payable to his appointor as the appointor specifies by notice to the company.

12. Delegation of powers

- 12.1 The following sentence shall be inserted after the first sentence of regulation 72 of Table A:

A committee of directors has the power, unless the directors direct otherwise, to appoint as a member of the committee for any specific purpose a person who is not a director of the Company.

13. Appointment and retirement of directors

- 13.1 The directors are not subject to retirement by rotation. The final two sentences of regulation 79 of Table A do not apply to the Company.
- 13.2 The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director.
- 13.3 A member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or by a person authorised by resolution of the directors or other governing body. The appointment or removal shall take effect when the notice is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.

13.4 A director is not required to hold any qualification shares in the Company.

14. Disqualification and removal of directors

14.1 Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and (e):

(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or

(e) he is otherwise duly removed from office.

15. Remuneration of directors

15.1 Regulation 82 of Table A shall be amended by adding after "entitled to such remuneration" the words "for their services as such".

16. Proceedings of directors

16.1 Regulation 88 of Table A shall be amended by adding to the sentence:

It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom

the words:

unless he has given to the Company an address outside the United Kingdom to which notices should be sent and has requested the secretary to give him notice of such meetings.

16.2 A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.

16.3 For the avoidance of doubt the directors may invite any person approved by them to attend and speak (but not to vote) at any meeting of the directors or part thereof.

16.4 Subject to disclosure in accordance with section 317 of the Act, a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

17. Minutes

17.1 Regulation 100 of Table A is amended by replacing paragraphs (a) and (b) with "of all proceedings of general meetings and at meetings of the directors"

18. The seal

18.1 Regulation 101 of Table A is amended :-

(a) by replacing "The seal shall only be used" with " If the company has a seal it shall be used only"; and

(b) by adding at the end the following sentence :-

"A document signed by a director and a secretary or by two directors and expressed to be executed by the company has the same effect as if executed under the seal".

18.2 In accordance with section 39 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

19. Dividends

19.1 Regulation 107 of Table A is amended by adding at the end the following sentence :-

"Unclaimed dividends may be invested or otherwise made use of for the benefit of the company until claimed."

19.2 Regulation 108 of Table A is amended by replacing "twelve years" with " three years."

20. Notices

20.1 Regulation 115 of Table A is amended by :-

(a) replacing " at the expiration of 48 hours after the envelope containing it was posted" with "at the expiration of 24 hours after the envelope containing it was posted if sent by first class post and at the expiration of 48 hours is sent by second class post."

(b) by adding the following sentences "A notice which is served by being left at the registered office of the addressee shall be deemed to have been given when it was left there. A notice given by facsimile transmission shall be deemed to have been given when the message was sent."

20.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

21. Indemnity

23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company

against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company. Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done by him as a director, officer or auditor.