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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

To the Registrar of Companies

For official use

For official use

--	--	--	--

2369724

Name of company

* Poly Enterprises (Leeds) Ltd.

* insert full
name of Company

I, Michael Wilkinson

of Leeds Polytechnic

Calverley Street

Leeds LS1 3HE

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~†
[person named as director or 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 LEEDS
WEST YORKSHIRE

Declarant to sign below

the 17th day of MARCHOne thousand nine hundred and eighty ninebefore me Maria Dyle

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

MARIA DYLE, SOLICITOR,
LEEDS

M. Wilkinson

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Jordans

JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 261010

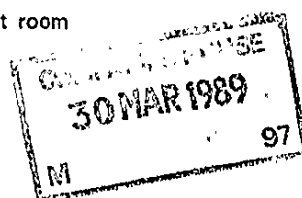
Presentor's name address and
reference (if any):

JORDAN & SONS LTD
21 ST. THOMAS ST
BRISTOL, BS1 6JS
0259991KD

For official Use

New Companies Section

Post room



G

COMPANIES FORM No. 10

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

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

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

To the Registrar of Companies

For official use

* insert full name
of company

Name of company

* Poly Enterprises (Leeds) Ltd.

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

Leeds Polytechnic

Calverley Street

Leeds

Postcode LS1 3HE

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

JORDAN & SONS LTD
21 ST. THOMAS ST
BRISTOL, BS1 6JS

Postcode

Number of continuation sheets attached (see note 1)

1

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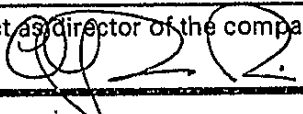
Post room

30 MAR 1989

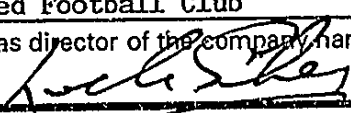
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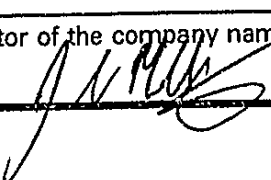
The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) Christopher Price			Business occupation Principal of Leeds Polytechnic	
Previous name(s) (note 3) None			Nationality British	
Address (note 4) Churchwood			Date of birth (where applicable) (note 6)	
Beckett Park				
Leeds	Postcode	LS6 3QS		
Other directorships †				
Polytechnic of Central London				
Phoenix House				
Committee of Directors of Polytechnics				
I consent to act as director of the company named on page 1				
Signature 			Date 15/3/89	

† enter particulars of other directorships held or previously held (see note 1) if this space is insufficient use continuation

Name (note 3) Leslie Howard Silver			Business occupation Director	
Previous name(s) (note 3) None			Nationality British	
Address (note 4) Kalon Group plc			Date of birth (where applicable) (note 6)	
Huddersfield Road, Birstall, Batley				
Wakefield	Postcode	WF17 9XA		
Other directorships †				
Kalon Group plc				
Leeds City Development Company				
West Yorkshire Radio (Aire)				
Leeds United Football Club				
I consent to act as director of the company named on page 1				
Signature 			Date 9/3/89	

Name (note 3) John Clifford Phillips			Business occupation Educational Manager	
Previous name(s) (note 3) None			Nationality British	
Address (note 4) Leeds Polytechnic			Date of birth (where applicable) (note 6)	
Calverley Street				
Leeds	Postcode	LS1 3HE		
Other directorships †				
Leeds Higher Education Consortium Limited				
I consent to act as director of the company named on page 1				
Signature 			Date 10/3/89	

Please do not
write in
this margin

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

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:

Name (notes 3 & 7) Michael Wilkinson		
Previous name(s) (note 3) None		
Address (notes 4 & 7) Leeds Polytechnic		
Calverley Street		
Leeds	Postcode	LS1 3HE
I consent to act as secretary of the company named on page 1		
Signature M. Wilkinson		Date 16/3/89

Name (notes 3 & 7)		
Previous name(s) (note 3)		
Address (notes 4 & 7)		
		Postcode
I consent to act as secretary of the company named on page 1		
Signature		Date

delete if the form is
signed by the
subscribers

P.P:- Jordan + Sons limited		
Signature of agent on behalf of subscribers K. Jones		Date 16.3.89

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

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write in
this margin

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

* insert full name
of company

COMPANIES FORM No. 10 (cont.)

Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No 1
to Form No. 10

Company number

Name of company

* Poly Enterprises (Leeds) Ltd.
--

Particulars of other directors (continued)

Name (note 3) Peter John Osborne Alcock		Business Occupation Engineer
Previous name(s) (note 3) None		Nationality British
Address (note 4) Lynvale		Date of birth (where applicable) (note 6)
56 Almsford Avenue		
Harrogate	Postcode HG2 8HE	
I consent to act as director of the company named above (notes 9 and 10)		
Signature P. J. Alcock		Date 6.3.89

Particulars of other directorships

Hunslet (Holdings) plc
Andrew Barclay & Sons Limited
Greenbat (Engineering) Limited
Fairburn Lawson & Santex
Hunslet Engine Company Limited
Graceton Limited
Hunslet Handling PTY Limited
Leeds Chamber of Commerce

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† delete if
inappropriate

continued overleaf †

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

POLY ENTERPRISES (LEEDS) LTD.



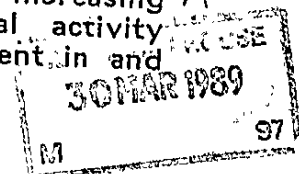
1. The name of the Company (hereinafter called "the Company") is "POLY ENTERPRISES (LEEDS) LTD."
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:-

(a) (i) To provide on a fee-paying basis a confidential consulting applied research development and design service relevant to the solution of industrial and business problems encountered by commercial and public sector organisations and to engage in the manufacture and sale of prototype and other equipment and to provide the means and organisation for the development of ideas and inventions to the stage when they could become commercially exploited and to initiate their commercial development when appropriate.

(ii) To employ and utilise the equipment staff and premises of Leeds Polytechnic (hereinafter called 'the Polytechnic') with the consent of and on such terms as may be approved by the Polytechnic for the purpose of providing facilities and services (including conferences training courses and the sale of computer software) on such terms as the Directors of the Company may consider appropriate.

(iii) To engage and hire academic professional clerical manual and other staff and workers and to enter into agreements with such staff and workers with a view to allocating their services to others requiring the same on such terms as the Directors of the Company may consider appropriate.

(iv) To provide suitable personnel or equipment for the service of any person firm or company with a view to increasing both the profitability of any industrial or commercial activity undertaken trade or profession and the efficient investment in and utilisation of plant and processes.



(v) For any of the purposes aforesaid to carry out design studies and feasibility studies to conduct or arrange for the conducting of experimental work to carry out routine testing of materials and equipment to engage members of the staff of the Polytechnic by agreement with the Polytechnic or to enter into agreements with any other person or with the Polytechnic to conduct any particular experimental or research work on its behalf to rent hire or lease from the Polytechnic or elsewhere any accommodation services equipment and other facilities necessary for any of the matters aforesaid and to enter into any other arrangements with the Polytechnic or others that may be necessary or desirable in respect of any such matters as aforesaid and to maintain a record of facilities from time to time available in respect of all such matters as aforesaid.

(b) To print and publish reports brochures or periodicals on technical matters (where appropriate).

(c) To apply for and take out patents or otherwise acquire any designs trade marks patents patent rights or inventions copyrights or secret processes which may be useful for the Company's objects and to grant licences to use the same.

(d) To make buy sell and generally deal in any instruments plant machinery tools or any other equipment of any description which may be conveniently dealt with by the Company in connection with any of its objects.

(e) To pay all the costs charges and expenses of the promotion and establishment of the Company.

(f) To acquire hold sell let mortgage dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient for the promotion of its objects.

(g) To draw accept and make and to endorse discount and negotiate bills of exchange and promissory notes and other negotiable instruments.

(h) To borrow raise money or secure obligations (whether of the Company or any other person) by the issue of debentures debenture stock (perpetual or terminable) bonds mortgages or any other securities founded or based upon all or any of the property and rights of the Company or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.

(i) To advance and lend money upon such security as may be thought proper or without taking any security therefor.

(j) To invest the moneys of the Company not immediately required in such manner as may from time to time be determined.

(k) To acquire by subscription purchase or otherwise and to accept and take hold and sell shares or stock in any company society or undertaking the objects of which shall either in whole or in part be similar to those of the Company or such as may be likely to promote or advance the interests of the Company.

(l) To provide for the welfare of persons in the employment of the Company or formerly in the employment of the Company and the spouses widows widowers and families of such persons by grants of money pensions or other payments and to form subscribe to or otherwise aid any benevolent scientific or other institution or object which shall have any moral or other claim to support or aid by the Company by reason of the nature or the locality of its operations or otherwise.

(m) To enter into and carry into effect any arrangement for joint working in business or for sharing of profits or for amalgamation with any other company or any partnership or person carrying on business within the objects of the Company.

(n) To carry on business as technical advisers to any person firm company association local authority or government department on any problems relating to the development production or utilisation of any mechanical technical or engineering process or machinery to carry on business as consultants on any technical matter and to advise upon the means of improving and developing any existing technical method or process or production or machinery or service or of substituting any new or improved method or process of production machinery or service and upon all systems or processes of technical design production or utilisation.

(o) To pay by way of covenant all or part of the profits of the Company to the Polytechnic.

(p) To establish promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of the Company.

(q) To sell dispose of or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Company may see fit to accept and any benefit deriving therefrom shall not be paid to or distributed among the members of the Company.

(r) To accept stock or shares in or the debentures mortgages or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.

(s) To accept and receive any money or other property for any of the purposes of the Company and to act as trustees or managers thereof.

(t) To do all or any of the matters hereby authorised either alone or in conjunction with or as factors trustees or agents for any other companies or persons or by or through any factors trustees or agents.

(u) Generally to do all such other things as may appear to the Company to be incidental or conducive to the above objects or any of them.

The objects set forth in any sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given

thereto and they shall not except where the context expressly so requires be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The income and property of the Company whencesoever derived shall be applied solely towards the objects of the Company and no part of such income and property shall be paid or transferred directly or indirectly by way of distribution of profits to the members of the Company provided that nothing in this clause shall prevent the payment of reasonable and proper remuneration to any member for services rendered.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £5 (five pounds).

7. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to the Polytechnic or as it may direct.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and addresses of Subscribers

~~J. Phillips~~
John Clifford PHILLIPS, BSc. FIMA
Lybster Farm,

Doncaster,
Keighley, W. Yorks BD 20 8JR.

(Head of External Development, Leeds Polytechnic).

Dated 10.03.89.

Witness to the above Signature: E.B. King

E. B. King
1 Temple Avenue, Hailon.
Leeds LS15 0JR. (Administrative Secretary)

~~P. J. Alcock~~

Peter John Osborne Alcock BEng.

Lyndale. 56 Almsford Avenue

Harrogate N. Yorks. HG2 8HE

(Engineer).

Dated 16.03.89

Dated 16/3/89.

Witness to the above Signatures:-

Paul H Cooley

31 Shannon Drive

Out Lane

Huddersfield W Yorks.

P H Cooley

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

POLY ENTERPRISES (LEEDS) LTD.

PRELIMINARY

1. (a) 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 called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

MEMBERS

3. (a) The subscribers to the Memorandum of Association of the Company shall be Members of the Company.

(b) Save as aforesaid, only such person or persons shall be admitted to membership as the Governing Body of Leeds Polytechnic shall direct by notice in writing given to the Company at the registered office. Such notices shall be signed by or on behalf of Leeds Polytechnic, and shall be accompanied by an application for membership signed by the proposed Member in such form as the Directors shall require. Upon receipt of a notice and application form the name of the proposed Member shall forthwith be entered in the Register of Members.

(c) The number of Members of the Company shall not exceed twenty-five.

4. A person shall cease to be a Member of the Company:-

(a) upon giving at least seven clear days' notice to the Company of his intention to resign; or

(b) if the Governing Body of Leeds Polytechnic shall direct, by notice in writing, signed by the Principal on behalf of Leeds Polytechnic, given to the Company at the registered office, that such person shall cease to be a Member of the Company, such notice to take effect upon receipt; or

(c) upon his death.

PROVIDED ALWAYS that the number of Members of the Company shall not fall below two.

GENERAL MEETINGS AND RESOLUTIONS

5. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. of the total voting rights at the Meeting of all Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) The notice shall be given to all the Members and to the Directors and Auditors.

(d) 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, and the appointment of, and the fixing of the remuneration of, the Auditors.

(e) Clause 38 in Table A shall not apply to the Company.

(f) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the

Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

7. Clause 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

8. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

VOTES OF MEMBERS

9. (a) On a show of hands, every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Clauses 54 and 55 in Table A shall not apply to the Company.

NUMBER OF ORDINARY DIRECTORS

10. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Ordinary Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination the maximum number of such Directors shall be eight and the minimum number of such Directors shall be four. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF ORDINARY DIRECTORS

11. (a) In these Articles, the expression "Polytechnic Director" shall mean a Director appointed pursuant to Article 12 below, and the expression "Ordinary Director" shall mean a Director other than a Polytechnic Director.

(b) At the first Annual General Meeting all the Ordinary Directors shall retire from office, and at every subsequent Annual General Meeting one-third of the Ordinary Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Ordinary Director who is subject to retirement by rotation, he shall retire.

(c) Subject to the provisions of the Act, the Ordinary Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Ordinary Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

(d) If the Company, at the meeting at which an Ordinary Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the Meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the Meeting and lost.

(e) No person other than an Ordinary Director retiring by rotation shall be appointed or reappointed a Director by any General Meeting unless he is recommended by at least two Directors.

(f) Subject as aforesaid, the Company may by Ordinary Resolution appoint a person who is willing to act to be an Ordinary Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

(g) The Directors may appoint a person who is recommended by at least two Directors and who is willing to act to be an Ordinary Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Ordinary Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General Meeting, and shall not be taken into account in determining the Directors who are to retire by rotation at the Meeting. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.

(h) Subject as aforesaid, an Ordinary Director who retires at an Annual General Meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the Meeting appoints someone in his place, or if he does not do so, until the end of the Meeting.

APPOINTMENT, RETIREMENT AND REMOVAL OF POLYTECHNIC DIRECTORS

12. (a) Notwithstanding any other provision in these Articles, the Governing Body of Leeds Polytechnic may at any time and from time to time appoint any person who is willing to act to be a Polytechnic Director, and may remove a person so appointed from office, provided always that the number of Polytechnic Directors in office at any one time shall not exceed two.

(b) Every such appointment or removal shall be by notice in writing, signed by the Principal on behalf of Leeds Polytechnic, and in the case of an appointment, by the proposed Polytechnic Director, indicating his consent to act, and shall take effect upon receipt at the registered office of the Company.

(c) At every Annual General Meeting all the Polytechnic Directors shall retire from office, but subject to paragraph (a) above, shall, if willing to act, be eligible for re-appointment as Polytechnic Directors pursuant to the said paragraph (a).

DIRECTORS' EXPENSES

13. Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

BORROWING POWERS

14. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

15. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

17. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

18. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

MINUTES

19. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

NOTICES

20. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

21. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

INDEMNITY

22. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

RULES OR BYE LAWS

23. The Directors may from time to time make such Rules or Bye Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Bye Laws regulate:-

(i) The admission and classification of Members of the Company, and the rights and privileges of such Members, and the

conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members.

(ii) The conduct of Members of the Company in relation to one another, and to the Company's servants.

(iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

(iv) The procedure at General Meetings and meetings of the Directors and Committees of the Company in so far as such procedure is not regulated by these presents.

(v) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

Names and addresses of subscribers

~~J C Phillips~~
John Clifford PHILLIPS, B.Sc. FIMA
Gibside Farm, Cononley,
Keighley, W. Yorks BD 20 8JR.
(Head of External Development, Leeds Polytechnic)
Dated 10.03.89

Witness to the above signature: E.B. King
E. B. King
7 Temple Avenue, Hutton
Leeds LS15 0JR (Administrative Assistant).

Pro Athol
Peter John Osborne Alcock BEng
Lynvale 56 Almsford Avenue
Harrogate N. Yorks HG2 8HE
(Engineer).

Dated 16.03.89

Witness to the above Signatures:- P.H. Corley.

Paul H Corley
31 Shannon Drive

Outlane
Huddersfield W Yorks.

FILE COPY



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

No. 2369724

I hereby certify that

POLY ENTERPRISES (LEEDS) LTD.

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 APRIL 1989

A handwritten signature in cursive script, appearing to read 'G. James', with a horizontal line underneath.

G.JAMES

an authorised officer