

DATE: 20th February 1997

PARTIES:

- (1) FTD LIMITED registered in Scotland with number SC151261 whose registered office is situate at 1 Redwood Court, Peel Park, East Kilbride. G74 5PF ("Seller"); and
- (2) ALPHA MACHINE TECHNOLOGIES LIMITED registered in Scotland with number SC 170239 whose registered office is situate at 1 Redwood Court, Peel Park, East Kilbride, G74 5PF ("Buyer").

1. Interpretation

- 1.1 The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Agreement for Sale

- 2.1 The Seller sells with full title guarantee and transfers or procures the sale and transfer, including where appropriate an assignment, and the Buyer buys with effect from Effective Date the following assets:-
- 2.1.1 the Business as a going concern; and
- 2.1.2 the Assets.
- 2.2 Title to each of the Assets will pass to the Buyer on the signing of this agreement.
- 2.3 The seller shall as from the Effective Date until Completion be deemed to have been carrying on the business on behalf of the Buyer and shall account to the Buyer for all income received after the Effective Date.



3. Price

3.1 The price for the sale by the Seller of the Business and the Assets is £215,648.90 calculated as set out in Schedule 2 to be satisfied by the allotment to the Seller by the Buyer at Completion of the Consideration Shares and the crediting as fully paid up of the two subscriber shares in the Company.

3.2 3.2.1 The Consideration Shares will be issued on terms that they will rank equally in all respects with ordinary shares in the capital of the Buyer in issue at the date of allotment, except as set out in Clause 3.2.2.

3.2.2 The Consideration Shares and subscriber shares will rank for any dividend declared or paid by reference to a record date falling on or after the date of their registration in the register of members of the Buyer as if they had been issued fully paid on and from the commencement of the accounting period in respect of which such dividend is paid.

4. Completion

4.1 The sale and purchase will be completed at the offices of the Buyer's solicitors on or before the Completion Date when all the matters set out in Clauses 4.1 to 4.3 will be effected.

4.2 The Seller will deliver or procure the delivery to the Buyer at the principal office of the Buyer such of the Assets as are capable of being transferred by delivery.

4.3 The Seller will cause to be delivered or, if so requested by the Buyer, made available to the Buyer

4.3.1 such documents as will be necessary or appropriate to complete

the sale and purchase of the Assets and vest title to them in the Buyer;

4.3.2 all records of national insurance and PAYE relating to all the Employees on the date of Completion duly completed up to that date; and

4.3.3 the value added tax records referred to in Section 49 VATA 1994.

4.4 All money owing at Completion to the Buyer from the directors of the Seller and/or any associates of them will be repaid whether due for payment or not.

4.5 The Buyer shall procure that a meeting of the board of directors of the Buyer is convened and duly held at which valid resolutions are passed to authorise the issue and allotment of the Consideration Shares to the Seller and entering into and completing of this agreement by the Buyer

4.6 The Buyer shall fully satisfy the consideration for the Business and the Assets as provided by Clause 3 by the issue to the Seller of the Consideration Shares fully paid and crediting as fully paid the subscriber shares and shall have entered the name of the seller on the register of members of the Buyer as registered holder and shall issue and deliver to the seller the relative share certificate duly executed by the Buyer.

4.7 The Buyer will not be obliged to complete the purchase of any of the Assets unless the purchase of all the Assets is completed in accordance with this agreement.

5. Value Added Tax

5.1 The parties intend that the Business is transferred as a going concern with effect from the Effective Date and that the provisions of Article 5 of the Value

Added Tax (Special Provisions) Order 1995 SI 1995/1268 will apply to such transfer and the sale and purchase of the Assets. Each party will use its reasonable endeavours to procure that the sale of the Business is treated as neither a supply of goods nor a supply of services under that Article.

5.2 The Seller and Buyer will within 30 days of the Effective Date give notice of such transfer to the appropriate office of Customs and Excise in accordance with such regulations and requirements as may be applicable.

5.3 The Buyer undertakes to the Seller that:-

5.3.1 after the Effective Date the Business will be carried on by it as a going concern and the Assets will be used by it in carrying on the Business or the same kind of business; and

5.3.2 the Buyer is already or will as a result of such transfer of the Business immediately on the Effective Date become a taxable person, as defined in Section 3 VATA 1994.

6. Employees

6.1 The parties acknowledge and agree that pursuant to TUPE 1981 the contracts of employment between the Seller and the Employees will have effect after Completion as if originally made between the Buyer and the Employees.

6.2 The Seller will indemnify the Buyer against any costs, claims, liabilities and expenses of any nature arising from:-

6.2.1 any claim under TUPE 1981 or otherwise by any employee or former employee of the Seller (for the avoidance of doubt excluding the Employees) made against the Buyer; and

6.2.2 any term or condition of an Employee's employment which was not disclosed by the Seller to the Buyer in writing before

the Effective Date.

- 6.3 Immediately following Completion the Seller and the Buyer shall give notice to each of the Employees in the form set out in Schedule 4.

7. Obligations of the Buyer

- 7.1 The Buyer will be responsible for and shall indemnify the Vendor against all the debts of the Business listed in Schedule 9 and except as provided in this Agreement, the Buyer will be responsible for the payment and discharge of all debts and liabilities relating to the Assets agreed to be sold by this Agreement which arise in relation to periods after the Effective Date and will indemnify the Seller against all losses, costs, liens, liabilities and expenses incurred by the Seller in connection with such debts and liabilities.

8. Contracts

- 8.1 Following Completion the Buyer will perform the Contracts and such other contracts relating to the Business as are not otherwise specifically provided for in this Agreement which are wholly or partially uncompleted at the Effective Date as the Buyer may specify from time to time. The Buyer and the seller shall use their reasonable endeavours to enter into novations of the Contracts.

9. Costs

- 9.1 All expenses incurred by or on behalf of the parties, including all fees of agents, representatives, solicitors, accountants employed by any of the parties in connection with the negotiation, preparation and execution of this agreement will be paid solely by the Buyer.

10. Further Assurance

10.1 The seller will do such acts and things, and will execute such deeds and documents as may be necessary fully and effectively to vest in the Buyer the Assets and the Business and to ensure to the Buyer the rights hereby agreed to be granted.

11. General

11.1 Any notice or other communication given under this agreement must be in writing delivered personally or sent by first class post or transmitted by fax with a confirmatory copy sent by first class post, to the relevant party's address specified in this agreement or to such other address and fax number as either party may have last notified to the other. Any notice sent by post is deemed to have been duly given on the third weekday following the date it was sent by post or on the next weekday following transmission by fax.

11.2 This document is the entire agreement between the parties and supersedes all other agreements or arrangements, whether written or oral, express or implied, between the parties or any of them. No variations of this agreement are effective unless made in writing signed by both parties or their authorised agents.

11.3 This agreement will be binding upon each party's successors and assigns and personal representatives, as the case may be.

11.4 Any provision in this agreement which is held by any competent court or tribunal to be illegal or unenforceable will to the extent necessary be regarded as omitted from this agreement and the enforceability of the remainder will not be affected.

11.5 The construction, validity and performance of this agreement are governed by

the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

SCHEDULE 1

Definitions used in the Agreement

1. In this agreement including the schedules the following words and expressions have the followings meanings:-

"Assets"	all the property, assets and rights of the Seller used in the conduct of the Business as at the Effective Date including the Property as set out in Schedule 5;
"Business"	the business of suppliers of advanced automation solutions to industry carried on by the Seller at the Effective Date;
"CA 1985"	Companies Act 1985;
"Completion"	completion of the matters referred to in Clause 4;
"Completion Date"	the date hereof;
"Consideration Shares"	206,998 Ordinary Shares of £1.00 in the capital of the Buyer issued as to the Seller as fully paid in accordance with Clause 3.1;
"Contracts"	the contracts and arrangements of the Seller listed in schedule 3;
"Debtors"	the debtors of the Business on the Effective Date as set out in Schedule 8;
"Effective Date"	the close of business on 31st January 1997;
"Employees"	all the employees of the Seller named in Schedule 6;

"Fixed Assets"	the fixed assets comprised in the Assets listed in Schedule 7;
"Goodwill"	the goodwill, custom and connection of the Seller in relation to its Business together with the exclusive right for the Buyer, its successors and assignees to represent itself as carrying on the Business in succession to the Seller and all trade names associated with the Business;
"Intellectual Property Rights"	all patents, patent applications, know-how, trade marks, service marks, trade and service mark applications, trade names, registered designs, design rights, copyrights or other similar industrial, intellectual or commercial right subsisting anywhere in the world owned by the Company pertaining to the business carried on by the Company at the date hereof;
"Shares"	means 2 ordinary shares of £1 each held by the seller in Seafarer Sea Systems Limited;
"Property"	the leasehold property of the Seller described in Schedule 10;
"TUPE 1981"	Transfer of Undertakings (Protection of Employment) Regulations 1981 and/or EC Directive number 787/187;
"VATA 1994"	Value Added Tax Act 1994.

2. All references to a statutory provision include references to:-

- 2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement for the time being in force;
 - 2.2 all statutory instruments or orders made pursuant to it; and
 - 2.3 any statutory provision of which that statutory provision is a re-enactment or modification.
3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
4. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this agreement.
5. The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.

SCHEDULE 2

Consideration

	£
Goodwill	1.00
Property	1.00
Fixed Assets	198,628.00
Debtors	55,226.00
Contracts	1.00
Stock and Work-in-Progress	307,000.00
Shares	17,000.00
All other property, assets and rights	1.00
	577,858.00
LESS creditors	333,301.00 (trade)
	<u>28,908.10</u> (FTD Limited Bank overdraft with TSB Bank plc)
	<u>215,648.90</u>

Contracts to be novated -

1. West Yorkshire Foundries Limited
Supply of dedicated machining saw for Rover K4 Blocks.
/ Total Value: £145,000
70% outstanding of which £43,500 now invoiced.
2. West Yorkshire Foundries Limited
Supply of dedicated machining saw for GM Diesel cylinder heads.
Total Value: £215,000
70% outstanding.
3. AVX Limited Tantalum Division
Supply of three automated manganising machines.
Total Amount Exceeds: £1,500,000
4. Pressac Limited
Supply of electrical harness machine.
Total Value: £100,000
70% outstanding.
5. Kidde Thorne Limited
Supply of gas cylinder machine.
Total Value: £40,000
70% outstanding.
6. Sodaclub, Jerusalem
Supply of two testing machines.
Total Value: £145,000
70% outstanding of which £18,000 invoiced.
7. Neill Tools Limited
Supply of hacksaw print machine.
Total Value Outstanding: £84,000.

SCHEDULE 4

Letter to Transferring Employees from the Seller

Letter to each Transferring Employee from the Chairman of the Board of the Seller

Dear

This is to advise you that the Company's business has been transferred to Alpha Machine Technologies Limited ("AMT"). Such transfer took effect on 31st January 1997.

Your employment will automatically transfer to AMT under the Transfer of Undertakings (Protection of Employment) Regulations 1981 ("the Regulations") so that as from that date AMT became your employer.

Your period of continuous employment with this company will count as part of your continuous period of employment with AMT.

Your terms and conditions of employment will remain the same and you will continue to carry out your existing job duties.

Yours sincerely

(signature of chairman)

SCHEDULE 5

Assets

1. All the assets and rights owned by, or (although subject to reservation of title by the Seller) under the control of, the Seller and used in the conduct of the Business including, but without limitation:-
 - 1.1 the Goodwill;
 - 1.2 the Property;
 - 1.3 the Fixed Assets;
 - 1.4 all stock and work-in-progress held by the Seller in relation to the business on the Effective Date;
 - 1.5 the benefit of all contracts of the Seller in relation to the business existing at the Effective Date;
 - 1.6 the Debtors
 - 1.7 the Shares

MODEL: STAFF
Date: 27/01/97

STAFF SALARY & PENSION DETAILS

SCHEDULE 6

FULL TIME STAFF									
Surname	Initials	Date Joined	Date of Birth	Annual Salary	Monthly Salary	Hourly O/time	Pension Employee Month	Contribution Employer Month	
		YYMMDD	YYMMDD						
Ford	S W	880801	640721	18500	1541.67	9.49	61.67	77.08	
Kirkwood	A J	841119	560908	14500	1208.33	7.44	60.42	60.42	
Watson	I C	881031	430510	15500	1291.67	7.95	129.17	64.58	
Wright	K	960101	520418	16500	1375.00	8.46	68.75	68.75	
Allen	T S	930309	630225	22000	1833.33	11.28			
Broadley	K A	791015	460123	40000	3333.33	.00	225.00	166.67	
Burrow	D H	780102	380331	20000	1666.67	.00	140.00	83.33	
Greensmith	D C	931129	461218	23000	1916.67	.00			
Lander	M C	940718	470416	25000	2083.33	.00			
Rycroft	S	780712	451021	13000	1083.33	.00			
Morris	R I M	960605	561017	15500	1291.67	7.95		64.58	
Campbell	Y	960610	760327	12500	1041.67	6.41			
Howarth	B	960708	330523	0	.00	9.60		.00	
Manley	C M	960916	460307	24000	2000.00	.00			
Higgins	M	960923	480106	12675	1056.25	6.50			
Leing	S	961104	650402	32000	2666.67	.00			
Chambers	NP	970101	540911	40000	3333.33	.00		166.67	

344675 28722.92
=====

685.00 752.08
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Cost of Assets from 07.12.95 - 31.12.96

SCHEDULE 7

By Month

Estimated 1995/96 Depreciation

Cumulative

2726

5527

8484

11441

14398

17354

203

12

3269

5226

0291 3

2357 3

35422

3487

Item of Purchase	Supplier	Item	Accts ID No.	Serial Number/Tools Record No.	Purchase Cost	1995/96 Net Cost	Dep'n Previous Years @ 06.12.9	N.B.V. 1995/96	Dep'n 31/12/96	N.B.V.	
Eliminaries Pre-1993											
Ab-total					4435	0	4435	1109	3326	801	2525
Paints and Plumbing:											
Ab-total					4841	0	4841	1210	3630	874	2756
Painting:											
Ab-total					17807	0	17807	4453	13354	3216	10138
Ventilation:											
Ab-total					6222	0	6222	1556	4666	1124	3543
Electrical:											
Ab-total					22167	0	22167	5543	16624	4003	12621
Internal Walls:											
Ab-total					25414	0	25414	6355	19059	4589	14469
Joinery:											
Ab-total					10602	0	10602	2651	7951	1915	6036
Doors and Tiles:											
Ab-total					5327	0	5327	1332	3995	962	3033
Decoration:											
Ab-total					1978	0	1978	495	1483	357	1126
Compressed Air:											
Ab-total					337	0	337	84	253	61	192
Rest Cells:											
Ab-total					6519	0	6519	1630	4889	1177	3712
Security:											
Ab-total					1904	0	1904	476	1428	344	1084

lephones:

b-total	2872	0	2872	718	2154	519	1635
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rnishings:

b-total	1486	0	1486	372	1114	268	846
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tal Lease Improvements	111911	0	111911	27983	83928	20210	63717
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Asset Register

*p104Y

Site: 6/ 2/1997
Plant and Machinery

Model: ASS_96.cal

Site of Purchase Supplier

Asset Test Rig:

Printex Test Rig:

Ab-total

Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase Cost	1995/96 Net Cost	Dep'n Previous Years @ 06.12.9	N.B.V. 1995/96	Dep'n 31/12/96	N.B.V.
2.11.09 Scotia Oil	2/40		38	38	11	26	8	18
2.05.19 Torquemeters	9/11	1608	15	15	4	10	3	7
2.05.19 Torquemeters	9/11		3	3	1	2	1	1
2.03.22 Econosyst.	CB0835353		412	412	124	288	89	199
2.11.10 Micronics	11/48	9211001	697	697	209	488	151	337
3.02.11 Torquemeters	2/64	ET60LS	765	765	229	535	166	370
3.03.04 Torquemeters	3/7		81	81	24	57	18	39
Ab-total			2009	0	2009	603	1406	435

Isometric Measurement:

2.12.29 S.Shaw	S/H Angle Place (tilting)	CB235444	12	12	4	9	3	6
2.12.29 S.Shaw	S/H Rabone C/Man Vernier Height Gauge	CB235444	26	26	8	18	6	13
2.03.03 Tesa Metrology	Cast Iron Angle Plate (12x10x9) BS5535	6/34	7	7	0	7	0	7
2.03.27 Mckimming Prec.	104.140 Outside Micrometer	7/13	25	25	8	18	5	12
2.01.25 Tesa Metrology	Ernst NR3 Hardness Tester	4/46 & 5/33	156	156	47	109	34	75
1.12.02 Tesa Metrology	Veribor Gauges & Adaptor	8/28	876	876	263	614	190	424
1.10.24 Tesa Metrology	Microyal 3-axis Co-ordinator	7/7	7733	7733	2320	5413	1676	3738
1.10.18 Rank Taylor Hobson	Surtronic 3P Surface Measurer	6/86	705	705	212	494	153	341
1.04.15 Tesa R.S.D.	Set & Gauge Blocks	12/44	219	219	66	154	48	106
Ab-total			9761	0	9761	2926	6835	2114

General:

2.12.29 S.Shaw	S/H Elliott Dividing Head	CB235444	48	48	14	33	10	23
2.12.29 S.Shaw	S/H 14" Rotary Table	CB235444	33	33	10	23	7	16
2.12.29 S.Shaw	S/H Elliott Indexing Chuck	CB235444	24	24	7	17	5	12
2.12.29 S.Shaw	S/H Ace Minor Band Surface Grinder	CB235444	20	20	6	14	4	10
2.12.28 S.Shaw	S/H Colchester Collet Chuck	CB235444	13	13	4	9	3	6
2.12.28 S.Shaw	S/H Eclipse Magnetic Chuck	CB235444	32	32	10	23	7	16
2.10.13 Monks & Crane	Brittool Exc5C Torque Multiplier Kit	1/33	20	20	6	14	4	9
0.06.05 Tubella Eng.	T5 Pipe Bender	CB200009	40	40	12	28	9	19
0.04.18 Supertools	ST30 Polystyrene Hot Wire Cutter	CB580812	37	37	11	26	8	18
0.02.28 Newend Engineer	Sony 3-axis Readout for Newall 1520	6/35	379	379	114	265	82	183
0.03.13 Newend Engineer	Touch Sensor for Above	6/48	20	20	6	14	4	10
0.10.25 Newend Engineer	Recordation Ser.	6/96	3355	3355	1006	2348	727	1622
0.10.25 Newend Engineer	Wohlschlaeger Boring Head & Adaptor	6/95 & 7/17	289	289	87	202	63	140
2.09.11 Tamrotor	Tierler 4Kw/8 compressor/MC-equipment	12/64	680	680	204	476	147	329
Ab-total			4989	0	4989	1497	3492	1081

Ab-total

4989 0 4989 1497 3492 1081 2411

5X

olling and Patterns:

.12.23	Norse Precision	Bearing Carrier	1/7	S3/210	279	279	84	195	60	135
.12.23	Norse Precision	Gear Cover	1/8	S3/210 - LM25TF	475	475	143	333	103	230
.01.29	Grainger & Morrall	Pattern Equipment	2/49	S3/150 - 2871/2874	1953	1953	586	1367	423	944
.01.22	Norse Precision	Body	1/76	S3/210	1266	1266	380	886	274	612
.12.21	Norse Precision	Resin Pattern	12/131	S3/335	392	392	118	275	85	190
.12.31	Norse Precision	Pattern for 3676 Body	12/135	S3/335	1820	1820	546	1274	394	880
.02.25	Holroyd	Tooling for S3-335	5/10	S3/335	2215	2215	665	1551	480	1071
.04.28	Grainger & Morrall	Pattern for S3/150	5/68	X2873/4	578	578	173	405	125	279
b-total					8979	0	8979	2694	6285	1945
										4340

tal Plant & Machinery

35585	0	35585	10673	24911	7709	17203
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Asset Register
Date: 6/ 2/1997
Furniture and Fittings

Model: ASS_96.cal

Asset of	Supplier	Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase Cost	1995/96 Net Cost	Dep'n Previous Years @ 06.12.9	N.B.V.	Dep'n 1995/96 31/12/96	N.B.V.
1.11.14	Slingby	Storage Racks	7/71		131	131	39	92	28	64
1.11.27	E.Rushon	Storage Racks	CB100449		43	43	13	30	9	21
1.04.12	Park Modern	Screens (2)	12/43		40	40	12	28	9	20

Ab-total

215 0 215 64 150 46 104

1.07.15	Park Modern	Desks - 2 x 1200 (grey)	10/23		46	46	14	32	10	22
1.08.16	Goldberg	Tables-Staff Room	CB100151		23	23	7	16	5	11
1.08.16	Goldberg	Tables-Board Room	CB100151		52	52	15	36	11	25
1.09.06	Shirlan Allan	Tables-2	CB100221		21	21	6	14	4	10
1.09.06	Shirlan Allan	Tables -2	CB100221		54	54	16	38	12	26
1.09.06	Shirlan Allan	Table	CB100221		12	12	3	8	3	6
1.09.06	Shirlan Allan	Table - Slate	CB100221		3	3	1	2	1	2
1.08.13	Park Modern	Desks - 1 x 1200 (grey)	4/32		58	58	17	40	13	28
1.10.26	Park Modern	Desks - 1 x 1600 (grey)	6/99		72	72	22	50	16	35
1.10.26	Park Modern	Desks - 1 x 1200 (grey)	6/99		77	77	23	54	17	37
1.10.26	Park Modern	Desks - 2 x 1000 (grey)	6/99		80	80	24	56	17	39
1.10.26	Park Modern	Desks - 1 x 1200 (grey)	6/99		23	23	7	16	5	11
1.11.12	Park Modern	Desks - Error	7/45		23	23	7	16	5	11
1.03.22	Park Modern	Tables -2-1200mm	11/70		59	59	18	41	13	28
1.11.22	Park Modern	CAD Workstation	8/41		232	232	70	162	50	112
1.12.18	Park Modern	CAD Workstation	8/57		232	232	70	162	50	112
1.04.19	Park Modern	Tables - 1800mm	12/50		38	38	11	27	8	18

Ab-total

1102 0 1102 331 772 239 533

1.06.13	Park Modern	Chairs - 2 swivel (brown)	9/33		11	11	3	8	2	5
1.03.24	Park Modern	Chairs - 1 Typist (grey)	6/84		1	1	0	0	0	0
1.03.24	Park Modern	Chairs - 1 d/man (grey)	6/84		15	15	4	10	3	7
1.03.30	Park Modern	Chairs - 1 swivel (brown)	6/90		15	15	4	10	3	7
1.07.15	Park Modern	Chairs - 2 swivel (brown)	10/23		30	30	9	21	6	14
1.08.16	Goldberg	Chairs - 12 Green	CB100151		38	38	11	27	8	18
1.08.31	Park Modern	Chairs - 1 swivel (blue)	5/24		19	19	6	13	4	9
1.09.06	Shirlan Allan	Chairs - 2	CB100221		4	4	1	3	1	2
1.09.06	Shirlan Allan	Chairs - 2 swivel arm	CB100221		7	7	2	5	2	4
1.09.06	Shirlan Allan	Chairs - 4 arm	CB100221		53	53	16	37	12	26
1.09.06	Shirlan Allan	Chairs - 4	CB100221		33	33	10	23	7	16
1.09.06	Shirlan Allan	Chairs - 4	CB100221		37	37	11	26	8	18
1.11.12	Park Modern	Chairs -1 Metal swivel (Blue)	7/45		19	19	6	13	4	9
1.11.12	Park Modern	Chairs -1 Draughtsman (Char)	7/45		19	19	6	14	4	9
1.02.22	Park Modern	Chairs-1 Metal swivel (Blue)	10/51		19	19	6	13	4	9
1.02.22	Park Modern	Chairs -8 Board Room (Burg)	11/33		245	245	74	172	53	118
1.11.11	Park Modern	Chairs -4 Typists (Blue)	7/39		75	75	22	52	16	36

Ab-total

640 0 640 192 448 139 309

1.08.16	Goldberg	Cupboard - Multistor (2)	CB100151		38	38	11	27	8	18
1.08.16	Goldberg	Cupboard - Counter	CB100151		13	13	4	9	3	6

1.08.16 Goldberg	Cabinets - 3x4 drawer filing	CB100151	39		39	6	12	27	8	19
1.08.10 Park Modern	Cabinets - 4-drawer filing	4/14	36		36		11	25	8	18
1.11.15 Park Modern	Cabinets - 2x4 drawer filing	7/54	73		73		22	51	16	35
1.03.01 Apollo Blinds	Blinds for modelling area	3/13	522		522		78	444	113	331
Sub-total			721	0	721	138	583	43	540	

Net Furniture and fittings			2678	0	2678	725	1953	467	1486	
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6/ 2/1997

Model: ASS_96.cal

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Office Machinery and Equipment

Date of Purchase	Supplier	Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase Cost		Dep'n Previous Years @ 06.12.9	N.B.V. 1995/96	Dep'n 31/12/96	N.B.V.	
					Cost	Net Cost					
9.11.30	Sime Malloch	Quasor Light Box	3/16	DWQUPA3	9	9	3	7	2	5	
9.11.10	Park Modern	NOBO Slide Viewer	2/41		8	8	3	6	2	4	
9.10.11	Universal Tech	TK Solver Plus	1/13		22	22	7	15	5	11	
9.09.28	E.Hellerman	Trackstar Exact Drafting Mach.	CB325013		13	13	4	9	3	6	
9.08.31	Park Modern	Intimus SE Shredder	12/10		17	17	5	12	4	8	
0.10.31	Gate Micro	Supercalc5	7/68		99	99	30	69	21	48	
0.10.31	Gate Micro	Mannesman Tally 230/24f 4-colour	7/68	LR40853	529	529	159	370	115	255	
0.10.01	E.Hellerman	Molin D/Board & Stand	6/52	830A0X	144	144	43	101	31	70	
0.03.30	Park Modern	Elmo HP285 O/H (with case)	6/56		59	59	18	41	13	28	
1.10.23	Academy	Mountain FS8000 Tape Unit	8/38	L0700005804	620	620	186	434	134	300	
1.10.23	Academy	Autocad ADE R11 (2)	8/38	013-04003049/ 013-04003050							
1.10.23	Academy	OCE AB Digitiser (2)	8/38	1450860/ 1451610	1934	1934	580	1354	419	935	
1.10.23	Academy	Sony Spea FST 19" Colour Monitor	8/38	2102349	543	543	163	380	118	262	
1.10.23	Academy	VGA Colour Monitor 14" (2)	8/38	13314544N320/ 13314544N313	1395	1395	419	977	302	674	
1.10.23	Academy	Compaq 386/25mB (Math Coprocessor)	8/38	4140HBR20834	262	262	78	183	57	126	
1.10.15	Carston	Compaq 386-25 (Math Coprocessor)	CB101103	8040HAL60072	1395	1395	419	977	302	674	
1.08.30	Argos	Pasion LZ64 -Elect Organiser	CB101048		1179	1179	354	825	255	570	
1.08.30	Farnell Elect	Data Comms-Cables/Links	5/25		48	48	14	33	10	23	
1.06.14	Chipboards	Intel Maths Co-Processor	CB100895		36	36	11	25	8	18	
1.02.25	Time Computers	Intel Maths Co-Processor	CB100675	(Tandon 386SX)	91	91	27	64	20	44	
1.10.28	Academy	Tandon 380SX (S'Ware mon/keybrd/mouse)	8/38	DFK7CSTM7406	530	530	159	371	115	256	
2.03.11	Chipboards	.75 RAM upgrade	3/104		90	90	27	63	19	43	
2.02.27	S.I.R. Ltd	HP LJ III + 2mB Memory	2/81	3139JC1243	624	624	187	437	135	302	
2.05.27	Locland Computers	2511 Plan Printer	CB000554	82/499/EEC	1867	1867	560	1307	404	902	
2.05.27	Locland Computers	1x386 4mb Computer with coprocessor	CB000554	12889	697	697	209	488	151	337	
2.09.10	Academy Computers	1x386 4mb Computer with coprocessor	10/56	12892	697	697	209	488	151	337	
2.11.10	Computers by Post	Novel Lite Network (6)	CB000977		1929	1929	579	1350	418	932	
6.09.11	WYDOS	HP 5.1 4-user versions	9/69	341292	428	428	128	300	93	207	
6.09.11	WYDOS	1xPentium 166 PC 32 Mb with 20" Monitor	9/69	TYO19615000789	2356	2356		0	157	2199	
6.09.11	WYDOS	1xPentium 166 PC 32 Mb with 20" Monitor	9/69	TYO19615000847	2356	2356		0	157	2199	
6.09.11	WYDOS	1xCalcomp 720 Ink Jet Plotter	9/69	9618706036	1800	1800		0	120	1680	
6.12.31	Cutting Edge Sols	1xSolid Edge Version 2-Software	12/35	Q/No 560320	17700	17700		0	0	17700	
Total Machinery and Equipment					15262	24212	39474	4579	34895	3741	31155

ate: 6/ 2/1997

otor Vehicles

ate of urchase	Supplier	Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase		Dep'n Previous Years @ 06.12.9	N.B.V. 1995/96	Dep'n 1995/96	N.B.V. 31/12/96
					Cost	Net Cost				
2.03.10	Melvin Motors	Peugeot 405 - G754 UHS	CB000269	G754 UHS	3347	3347	1255	2092	906	1185
4.01.28	Melvin Motors	Peugeot 405 GLDT	CB001898	L575 TGE	10482	10482	3931	6551	2839	3712
6.01.12	Cumbria Motors	Volkswagen CL Diesel		H702 TCM	0	3600	0	0	900	2700
6.02.09	Ford	Audi 80TDI		K391 FAO	0	7485	0	0	1715	5770

Total Motor Vehicles 13829 11085 24914 5186 8643 6361 13367

Asset Register
 Date: 6/ 2/1997
 Bradford Assets

Model: ASS_96.cal

p2789X

Asset of	Supplier	Item	Accts ID No.	Serial Number/Tools Record No.	Purchase Cost	Purchase Cost 1995/96	Net Cost	Dep'n Years @ 06.12.9	N.B.V. 1995/96	Dep'n 31/12/96	N.B.V.
1.12.96	Alpha Automation	Pallet Truck			4800		4800	0	0		4800
1.12.96	Alpha Automation	1 x Saw			1200		1200	0	0		1200
1.12.96	Alpha Automation	Vauxhall Astra Diesel Van			4500		4500	0	0		4500
1.12.96	Alpha Automation	Sundry office partitions						0	0		0
1.12.96	Alpha Automation	6 x Sling chains and straps						0	0		0
1.12.96	Alpha Automation	Hydraulic pallet truck						0	0		0
1.12.96	Alpha Automation	3 x Steel stock racks						0	0		0
1.12.96	Alpha Automation	Fobco Star bench drill						0	0		0
1.12.96	Alpha Automation	Vanco belt finisher						0	0		0
1.12.96	Alpha Automation	15 Drawer index cabinet						0	0		0
1.12.96	Alpha Automation	Oxford oil-filled welder						0	0		0
1.12.96	Alpha Automation	ESAB LAG 315 MIG welder						0	0		0
1.12.96	Alpha Automation	c/w A10-MEC30m wire feed						0	0		0
1.12.96	Alpha Automation	11 x steel work benches/Record vice						0	0		0
1.12.96	Alpha Automation	PE bench mounted arbor press						0	0		0
1.12.96	Alpha Automation	Bottle trolley/gauges/torch						0	0		0
1.12.96	Alpha Automation	Startrite Mercury Pillar drill						0	0		0
1.12.96	Alpha Automation	Double ended bench grinder						0	0		0
1.12.96	Alpha Automation	Dronsfelds horizontal surface grinder						0	0		0
1.12.96	Alpha Automation	Crown Granite surface table						0	0		0
1.12.96	Alpha Automation	6'x4' Mitutoyo 100cm Caliper						0	0		0
1.12.96	Alpha Automation	Asstd Steel Cupboards/benches						0	0		0
1.12.96	Alpha Automation	3 x Adjust drawing boards						0	0		0
1.12.96	Alpha Automation	6 x Asstd fire extinguishers						0	0		0
1.12.96	Alpha Automation	Pipe bending stand						0	0		0
1.12.96	Alpha Automation	3 x Asstd part storage units						0	0		0
1.12.96	Alpha Automation	4 x Assorted ladders						0	0		0
Total Bradford Assets					18800	0	18800	0	0		18800

Asset Register
Date: 6/ 2/1997
Plant and Machinery
Asset revaluation as at 13 Jan 1997

Asset of	Purchase Supplier	Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase Cost	Dep'n Previous Years @	N.B.V. 06.12.9	Dep'n 1995/96	N.B.V. 31/12/96
1.02.26	A.J.Crawford	Clarkson MK1 Tool Cutter/Grinder 8" Mechanical Hacksaw Herbert Single Pillar Drill S/H Jones & Shipman 1310 Grinder Narrok GPI6 Bench Drill Bridgeport Interact I Milling Machine S/H Holke Turret Milling Machine F10.v Bridgeport Milling Machine-HQ15545 Colchester Mascot 1600 Centre Lathe Colchester Master 2500 Centre Lathe Jakobsen SJ12 Surface Grinder Clarke 8" Double Ended Grinder BEC 6" Double Ended Grinder 2 Wild Barfield Heat Treatment Ovens S/H Newall 2448 Vertical Jig Borer 15/20 Jig Borer Norton M3 Mandrel Press Norton M2 Mandrel Press Wadkin BGV3 Disc and Belt Sander Startrite 20 s 1 Vertical Bandsaw 4" Linisher S/H Colchester Triumph 2000 Centre Lath JV2/2	CB10063		CB102700 8074772				
3.06.29	Dak Machinery								
3.11.27	E.Rushton								
4.11.19	John Ingram								
3.10.19	Training Agency								
3.08.08	Blyth Bros								
3.07.05	Percy Martin								
3.12.09	Dak Machinery								
3.07.08	C&G Oldfield								
9.05.23	Howden Compressors								
6.03.24	Matt Whyte & Son								
4.11.19	C&G Oldfield								

ot Total Plant & Machinery re-Valuation 0 52900

Asset Master

Model: ASS_96.cal

Date: 6/2/1997

DISPOSAL OF ASSETS DEC 7'95 - DEC 31, 1996

Asset	Supplier	Asset	ID No.	Serial No	Sale Date	Capital Cost	Dep'n 1995/96	N.B.V.	Sale Price	Gain/Loss	Notes:
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Total

0 0 0 0 0 0 0 0 0 0 0

Model: ASS_96.cal
 Date: 6/2/1997
 ST ASSETS PURCHASED DEC 7'95 - DEC 31, 1996

Item of Purchase Supplier	Item	Accts ID No.	Serial Number/Tools Record No.	Purchase 1995/96	Dep'n 1995/96	N.B.V. 1995/96
01.12 Cumbrla Motors	Volkswagen CL Diesel		H702 TCM	3600	900	2700
02.09 Ford	Audi 80TDI		K391 FAO	7485	1715	5770
						0
						0
						0
						0
						0

11085 2615 8470

ite of	urchase Supplier	Item	Accts ID No.	Serial Number/ Tools Record No.	Purchase Cost
ant and Machinery:					
1.06.06	Keithley Instr.	Data Acquisition Unit	11/31	388793	0
1.06.28	Keithley Instr.	Thermocouple Module	11/32		0
1.05.19	Torque meters	ET60LS Torque Meter	9/11	1195	0
1.02.08	J.Wilson & Sons	Granite Surface Table (Calipers/gauges)	5/16		0
1.03.13	J.H.Barclay	Frenco Digit Height Micrometer 300MM	6/31	H2633	0
1.12.07	Tessa R.S.D.	Steel Gauge Blocks (1-set)	3/41	BS4311	0
1.08.24	Tesa Metrology	Micro-Hite 1 Height Micrometer	11/84		0
1.03.14	J.H.Barclay	Marpos Linear Transducers (8mm dia)	7/23		0
1.06.30	Hofmann	HL14.1 Balancing Machine	10/44	8-01-5-1950	0
1.07.30	Newend Eng.	Wohlhaupter Boring & Facing Head	11/10		0
1.01.19	Falkirk Patt & Equ	Casting Patterns	6/32	S82	0
1.03.22	Howden Compressors	Rotor Tooling	6/40	S82	0
1.11.23	Falkirk Patt & Equ	Casting Patterns	3/21	S102-Prototype	0
1.11.14	Castle Precision	CNC Tooling (40%)	2/24	S82	0
1.11.23	Falkirk Patt & Equ	Metal Cast Patterns	3/22	S82	0
1.12.19	Castle Precision	CNC Tooling (60%)	3/53	S82	0
1.12.16	Grainger & Horral	Casting Patterns/Fixtures	4/28	S102	0
1.01.14	Renold Power	Tooling	4/28	S102	0
Office Machinery:					
1.01.20	Park Modern	Black Trolley	5/8		0
1.04.14	Park Modern	Black Trolley	7/16		0
1.02.12	Elite	Olivetti ETV 250 WP	5/42	0920239	0
1.05.29	Gate Micro	Tandon PCA/20 & Monitor		0 502569 & T2010123C	0
1.05.29	Gate Micro	K-Board/Adaptor		0 8710649 & 119544	0
1.05.29	Gate Micro	Cherry A3 Digitiser		0 871363	0
1.05.29	Gate Micro	Roland A1 DPX 3300 Plotter		0 770372	0
1.05.29	Gate Micro	Cambridge Camcolour Monitor		0 C9114	0
1.07.14	Gate Micro	Versacod 3D Designer S/ware			0
1.05.11	Gate Micro	Cambridge Graphics			0
1.02.18	Text Comm	Kaypro 2861 KQM8	10/25	475137	0
1.04.28	Co-fax	Rank Xerox 7010 Facsimile	5/50	320-4105528	0
		Canon 1318 Copier (Cabinet&Sorter)	8/6	F123900	0

8X

SCHEDULE 8

Total

	Branson Ultrasonic	405
C22	Cobble (Blackburn)	317
E10	Evergreen Door	464
H6	HB Auto Developments	975
J5	Jackson Engineering	35
K4	Keramtec	129
M20	MMS (1981) Ltd	37
M29	Metropolitan Police	126
O6	Oberon Engng Ltd	3050
P23	Pumpkin Marine	74
P27	Proforma	44
R23	Record Tools	646
S25	State Electronics	294
S42	Solent Electronics	439
S43	Soda Club	18550
S43	Switchgear & Instrumentation	2063
T13	Trade Accounts (SSS)	127
V6	VAM Foundries	27450

55226

SCHEDULE OF CREDITORS - 31st January 1996

Abran Pullman	946
Aclan powder coaters	445
Airdale computer syste	92
Airware Initle	155
Alpha Supplies	39
Appleby Sheet metal	6,780
Atled Desings	5,917
Austin Richards	178
B Lauenders	882
Bargate/Vectec	1,331
Barkston Plastics	3,511
BBN	1,508
Beakbane	3,681
Bellville Springs	19
Berendsen	139
BOC	157
Bowtech	122
Bradford City council	1,363
Bradford Engineering	133
British Heat treatments	40
BSI	335
BSI Engineering	14,405
BSL Ltd	9,802
C Grant	142
Camozzi	817
Central Rent a Car	503
Certex	101
City servcies	382
CLES	685
Contact connectors	861
Corston Sinclair	164
Cra Cro Tech	1,057
Creative image	2,878
Cutting Edge Solutions	20,798
Cutting tools	98
Dale	2,332
Davies & Hazelwood	3,780
DE-Sta-Co	172
Direct office supplies	24
Economatics	414
ECT Intntl	1,175
Farnell	4,629
Farrat Machinery	833
Fenner Power	6
Flemming seals	23
Floor Rep	5
Francis Hilton	4,730
Giltron Office	453
Grant Thomton	2,693
GSM Products	123
Hagart	29
Hawk ltd	31
Headley Hyd	12,327
Hodson	658
Horsforth	517
HT Electrcal	2,607
Hunslett Barclay	1,810

Igus Ltd	733	
IKon	132	
IMI	492	
IMI	402	
Jackson Eng	12,000	
Jamee	5,243	
JG Harrison	576	
JVD	24	
JY News	38	
Kellchest	9,141	
Kelvin Steels	799	
Ken Broadley	0	
Ken Wright	0	
Kluber	167	
Lay Rubber	80	
Lee Springs	160	
Leeds Alloys	593	
Lloyd Simpson	62	
Lumsden Stewart	781	
Machine building syste	35	
McGavigan	4,075	
MCtear	229	
Mercury	441	
MK Air controls	652	
Monkman	982	
Motorola	27	
Nedeco	17,740	
Nippon Thompson	16,425	
NVT	282	
Oaddby	397	
Olympic	31	
Omega	285	
Oswald seals	113	
Otehall	1	
OW Feather	167	
P Bellamy	6,969	
P&B engineering	4,525	
Pattinson Edwards	820	
PAYE	42,700	Less 14000 paid February 1997
PEATY	788	
PHDS	3,814	
Photostyle	262	
PHS	429	
Ployhide	245	
Polyform	79	
R Rodgez	154	
RD Barrett	65	
RS Componets	4,225	
Safety clean	54	
Sand vic	3,664	
Scattergood & Johnson	8,294	
Scottish power	967	
Shaw & Co	819	
Shillito	1,457	
Sime Malloch	9	
SMC	22,830	
Spectrum pre paint	829	
Sprint Auto	1,064	
St Martins Properties	7,652	Paid in full February 1997

Sun bridge	9,090
T Wright	1,175
Tech Liaison	293
Text com Ltd	464
Thompson Transport	188
TNT	117
TNT Uk	221
Uni jig	966
Uniserf	7,733
Univer	212
Upfront design	2,350
Variohm	691
WDS Ltd	94
West of scotland water	3,076
Wey Bone	194
Wolfend	200
Yeadon	246
Yorkshire palting	43
Zerxo	92

TOTAL	333,301
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+ TS B BANK PLC

£28908 - 10 (FTO limited)

£36514 - 64 (Seagard Systems limited)

398723.74

THE SELLER

SIGNED by)

for and on behalf of)

FTD LIMITED in the presence of:-)

S. Chambers

X S. Chambers X

Name: SUSAN. MARGARET CHAMBERS.

Address: BEECHWOOD HOUSE.
AGLONBY
CARLISLE.

Occupation: HOUSEWIFE.

THE BUYER

SIGNED by)

for and on behalf of)

ALPHA MACHINE TECHNOLOGIES)

in the presence of:-)

S. Chambers

X APC Chambers X

Name: SUSAN. MARGARET CHAMBERS.

Address: BEECHWOOD HOUSE.
AGLONBY.
CARLISLE.

Occupation: HOUSEWIFE.