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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 black lettering

To the Registrar of Companies

For official use

For official use

[] [] [] []

2420225

Name of company

* CREST PERIPHERAL SERVICES LIMITED

* insert full
name of Company

I, DENNIS COLIN ROBERTS
of 3 LANIER CLOSE
LOWER EARLEN
READING RG2 2UD

† 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 13 Carile Street
Reading Berkshire

Declarant to sign below

[Signature]

the Sixteenth day of August
One thousand nine hundred and eighty nine
before me *[Signature]*

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

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

For official Use
New Companies Section

Post room



G

COMPANIES FORM No. 10

10**Statement of first directors
and secretary and intended
situation of registered office**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

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

Name of company

* insert full name
of company

* CREST PERIPHERAL SERVICES LIMITED

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

40 Northbrook Street, Newbury Berks RG 13 1 HU

Postcode

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 belowGRAEME & COMPANY
Company Registration Agents,
61, Fairview Avenue,
Wigmore,
Gillingham, Kent.
ME8 8QP

Postcode

Number of continuation sheets attached (see note 1)

Presentor's name address and
reference (if any):For official Use
General Section

Post room



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) Dennis Colin Roberts		Business occupation
		Technical Director
Previous name(s) (note 3)		Nationality
Address (note 4) 3 Laniver Close		British
Lower Earley Reading. Berkshire		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships † None		
I consent to act as director of the company named on page 1		
Signature X <i>[Signature]</i>		Date X 16. 8. 89

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

Name (note 3) Christopher Roberts		Business occupation
		Administration Director
Previous name(s) (note 3)		Nationality
Address (note 4) 83 Cressingham Road		BRITISH
Reading. Berkshire		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships † None		
I consent to act as director of the company named on page 1		
Signature X <i>[Signature]</i>		Date X 16 - 8 - 89

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		Date of birth (where applicable)
	Postcode	(note 6)
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

A PRIVATE COMPANY LIMITED BY SHARES

2420225

Memorandum of Association

1. The company's name CREST PERIPHERAL SERVICES LIMITED
2. The company's registered office is to be situated in England and Wales.
3. The company's objects are:-
 - (a) (1) To carry on all or any of the businesses of computer bureau processing, computer analysis consultancy, computer control engineers, service engineers, consultants in respect of computers and office machines, software programming, consultancy and systems design, operator loan, organisation, methods and works study, office services, contractors and suppliers, including duplicating, typing, contract furnishing and to carry on any other business whatsoever which can in the opinion of the company be advantageously or conveniently carried on by the company.
 - (2) To write, develop, purchase, improve and otherwise deal in programs and systems for computers and all ancillary equipment thereto; to conduct training and other courses in the use, scope and application of computers and all ancillary equipment; to operate, promote and develop computer bureaux including software and hardware systems and programs and package deals, both in the British Isles and all other countries.
 - (3) To buy, sell, alter, repair, exchange, deal in, let out on rental and finance, the sale of computers, computer systems, and all ancillary services and items including security systems, management systems, scientific and engineering systems, educational systems, administration systems, customer file maintenance systems, sales ledger systems, purchase ledger systems, nominal ledger systems, source program systems, product file maintenance systems, order processing systems, stock recording systems, fixed assets systems, report generator systems, payroll systems and consultancies and service systems, consultancy programming, programming consultancy, D.P. management consultancy, hardware evaluation, software programming and evaluation turnkey operation and computer bureau processing, operator loan, education in the use, scope and application of computers and all ancillary equipment, etc., and to hire out and sell any of the same on the hire purchase system or easy payments system, and to carry out by contract or otherwise any work connected therewith.

UB 1240 PS
712382

- (b) To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the company.
- (c) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorised to carry on or possessed of property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (d) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents inventions or rights.
- (e) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (f) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (g) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (h) To purchase its own Shares; to subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, or other securities of any other company.
- (i) To invest and deal with the moneys of the company not immediately required in any manner.

- (j) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such person or companies and generally to give guarantees and indemnities.
- (k) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company, or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company.
- (n) To pay for any rights of property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- (o) To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit or to advance the interests and well being of the company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the company.

- (q) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works, and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company, and to join with any other person or company in doing any of these things.
- (r) To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the company.
- (s) To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company.
- (t) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- (u) To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (v) To procure the company to be registered or recognized in any part of the world outside the United Kingdom.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To do all such ^{other} things as may be deemed incidental or conducive to the attainment of the above objects or any of them,

And it is hereby declared that

(a) the word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and

(b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

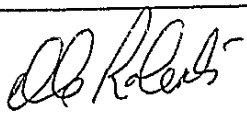

4. The liability of the members is limited.

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050989

5. The company's share capital is £2000 divided into 2000 shares of £1 each.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
 Dennis Colin Roberts 3 Laniver Close Lower Earley Reading. Berkshire Technical Director	Seventy Two
 Christopher Roberts 83 Cressingham Road Reading Berkshire Administration Director	Twenty eight
TOTAL SHARES TAKEN	

Dated the 16th day of August 1989.

Witness to the above Signatures:



Brian Goodwin
40 Northbrook Street
Newbury Berkshire

A PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

PRELIMINARY

1. Regulations 64, 94 and 95 of Table A shall not apply to the Company but the Articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company.

SHARES

2. The Directors may allot, grant options over, or otherwise dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to such persons, at such times and generally on such terms and conditions as they think proper, and the general authority conferred hereby will expire on the fifth anniversary of the date of incorporation of the Company unless renewed, varied or revoked by the Company in General Meeting. The said authority shall extend to all relevant securities of the Company from time to time unissued during the period of such authority.

3. Section 89(1) of the Act shall not apply to any exercise of the general authority conferred by Article 2 hereof.

4. Subject to the provisions of the Act and in particular of Sections 162 and 171, the Company may purchase its own shares and make a payment in respect of the redemption or purchase of its own shares.

DIRECTORS

5. Unless and until otherwise determined by Ordinary Resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall be a minimum of one.

6. The first Directors of the Company appointed after incorporation to replace those who acted only for the purpose of incorporation of the company shall be determined in writing by the subscribers of the Memorandum of Association.

7. The share qualification for a Director may be fixed by the Company and unless and until so fixed no qualification shall be required.

8. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

9. Paragraph (e) of regulation 81 of Table A shall be omitted.

BORROWING POWERS

10. The Directors may exercise all the powers of the company to borrow money which will make the amount borrowed by the company and then outstanding exceed the nominal amount of the share capital of the company for the time being issued, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and subject to the provisions of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

TRANSFER OF SHARES

11. A Share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member selected by the proposing transferor, or to any child or other issue, son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father or mother or to his or her wife or husband and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, the father or mother or lineal descendants of the father and mother or the widow or widower of such deceased member, and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of the will.

12. Except where the transfer is made pursuant to the preceding Article the proposing transferor shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the share to the company or in the event of the company not electing to purchase to any member of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value to be fixed by the Auditor for the time being of the Company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.

13. If the Company within the space of fifty-six days after being served with such transfer notice shall elect to purchase or shall find a member or persons selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member") and give notice thereof to the proposing transferor he shall be bound upon payment of the fair value, to transfer the share to the company or to the purchasing member who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.

14. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

15. The Auditor for the time being of the company shall on the application of the Directors certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act 1950, shall not apply.

16. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money, and shall thereupon cause the purchase by the company to be recorded or as the case may be the name of the purchasing member to be entered in the Register as the holder of the share, and shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register, in purported exercise of the aforesaid power or the purchase by the company has been recorded as the case may be, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

17. If the Company shall not within the space of fifty-six days after being served with the transfer notice purchase the shares or find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six months afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.

18. Subject to the provisions of Article 11 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

19. If any member shall be adjudged bankrupt, his trustee in bankruptcy shall be bound forthwith to give to the Company a transfer notice in

respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy, the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS

DB Roberts

Dennis Colin Roberts
3 Laniver Close
Lower Earley
Reading Berkshire
Technical Director

Roberts

Christopher Roberts
83 Gressingham Road
Reading Berkshire
Administration Director

DATED the 16th day of August 1989

Witness to the above Signatures:

Brian Goodwin

Brian Goodwin
40 Northbrook Street
Newbury Berkshire

FILE COPY



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

No. 2420225

I hereby certify that

CREST PERIPHERAL SERVICES LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 6 SEPTEMBER 1989

P. Davidson
P. Davidson (Mrs)

an authorised officer



COMPANIES FORM No. 224

Notice of accounting reference date
(to be delivered within 6 months of
incorporation)**224**Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--	--

2420225

Name of company

* CREST PERIPHERAL SERVICES LTD

* Insert full name
of companygives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:**Important**
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

29	02
----	----

5 April
Day Month

05	04
----	----

30 June
Day Month

30	06
----	----

31 December
Day Month

31	12
----	----

NB. 1ST PERIOD END IS 29 FEBRUARY 1991‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation‡ Company Secretary Date 15-2-90.

Presentor's name address and
reference (if any):For official Use
General Section

Post room

COMPANIES HOUSE	
17 FEB 1990	
M	31

Statement by person ceasing
to hold office as auditor

J394

Pursuant to section 394 of the Companies Act 1985
as inserted by section 123 of the Companies Act 1989

Company Number

2420225

Name of Company CREST PERIPHERAL SERVICES LIMITED

Registered Office Unit 10, The Business Centre
Molly Millars Lane, Wokingham, Berkshire RG11 2QZ

Brading Barber

* delete as
appropriate

☒ We* 40 Northbrook Street, Newbury, Berkshire
of RG13 1HU

hereby give notice in accordance with section 394 of the Companies Act 1985 that

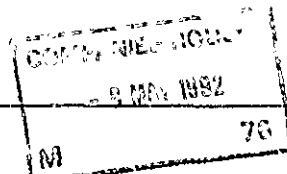
- (a) ☒ We confirm that in connection with my/our ceasing to hold office there are no circumstances which ☒ we consider should be brought to the notice of members or creditors of the company.
- (b) ~~we consider the following circumstances connected with my/our ceasing to hold office should be brought to the notice of members or creditors of the company~~

Signed

Brading Barber

NOTE

1. A copy of this notice has to be sent to the Registrar of Companies within 14 days of its receipt at the Registered Office of the company.
2. A copy of any circumstances stated at (b) above, to every person who under the Companies Act 1985 is entitled to be sent copies of the accounts.



Notice of resignation of an auditor

J392

Pursuant to section 392 of the Companies Act 1985
as inserted by section 122 of the Companies Act 1989

Company Number

2420225

Name of Company CREST PERIPHERAL SERVICES LIMITED

Registered Office Unit 10, The Business Centre,
Molly Millars Lane, Wokingham,
Berkshire RG11 2QZ

* delete as
appropriate

~~/We*~~ Brading Barber
of 40 Northbrook Street, Newbury, Berkshire RG13 1HU

hereby give notice that in accordance with section 392 of the Companies Act 1985 ~~/we~~ resign as
auditor(s) of the above company as from 3rd March 1992

Signed

Brading Barber

NOTE

1. This notice is not effective unless accompanied by form J394.
2. A copy of this notice has to be sent to the Registrar of Companies within 14 days of its deposit at the Registered Office of the company.



**Notice of new accounting
reference date given after the
end of an accounting reference
period by a parent or subsidiary
undertaking or by a company subject
to an administration order**

Please do not
write in
this margin

Pursuant to section 225(2) of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies
(Address overleaf - Note 7)

Company number

02420225

Name of company

* CREST PERIPHERAL SERVICES LIMITED

* insert full name
of company

Note

Details of day and
month in 2, 3 and
4 should be the
same.

Please read notes
1 to 6 overleaf
before completing
this form.

† delete as
appropriate

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

Day Month

3 1 0 3

3. The previous accounting reference period of the company
is to be treated as [shortened][extended]† and [is to be
treated as having come to an end][will come to an end]† on

Day Month Year

3 1 0 3 1 9 9 4

If neither of these
statements can be
completed, the
notice cannot be
given.

4. If this notice is given by a company which is a subsidiary or parent undertaking but which is not subject
to an administration order, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of ATAOI GROUP HOLDINGS
LIMITED

_____, company number 02798417

the accounting reference date of which is 31 MARCH

5. If this notice is given by a company which is subject to an administration order, the following statement
should be completed:

An administration order was made in relation to the company on _____

and it is still in force.

† Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland)
as appropriate

6. Signed

[Signature]

Designation†

DIRECTOR

Date 27.6.94

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

ROBSON RHODES
DAEDALUS HOUSE
STATION ROAD
CAMBRIDGE
CB1 2RE
0223-68020

Ref: SJL/GM
HMM/
01850

For official use
D.E.B.

Post room



ADJM92HG

ALL RECEIPT DATE: 28/06/94

0 7 - 0 3 - 9 5

Statement by person ceasing
to hold office as auditor

J394

Pursuant to section 394 of the Companies Act 1985
as inserted by section 123 of the Companies Act 1989

Company Number

2420225

Name of Company CREST PERIPHERAL SERVICES LIMITED

Registered Office CHELMER HOUSE, SPRINGFIELD ROAD,
CHELMSFORD, ESSEX. CM2 6JE.

* delete as
appropriate

X/We* BROWNING HOTCHKISS & PARTNERS
of MARKET CHAMBERS, MARKET PLACE,
WOKINGHAM, BERKSHIRE. RG11 1AL.

hereby give notice in accordance with section 394 of the Companies Act 1985 that

- (a) ~~I/We~~ We confirm that in connection with ~~my/our~~ our ceasing to hold office there are no circumstances which ~~I/we~~ we consider should be brought to the notice of members or creditors of the company.
- (b) ~~My/our ceasing to hold office is connected with my/our ceasing to hold office should be brought to the notice of members or creditors of the company.~~



Signed

Browning Hotchkiss & Partners

20 FEB 1995

PARTNERS

Notes

1. Where an auditor ceases for any reason to hold office he must deposit at the Company's registered office a statement of any circumstances connected with his ceasing to hold office which he considers should be brought to the attention of the members or creditors of the company OR, if he considers that there are no such circumstances, a statement that there are none.
2. A notice of resignation is not effective unless it is accompanied by the required Statement. The Company must within 14 days of receipt of a notice of resignation send a copy of the notice to the Registrar of Companies.
3. In the case of a failure to seek re-appointment, this statement must be deposited not less than 14 days before the end of the time allowed for the next appointing auditors. In any other case (apart from resignation as to which see note 2) the statement must be deposited not later than the end of the period of 14 days beginning with the date on which he ceases to hold office.
4. If the statement is of circumstances which the auditor considers should be brought to the attention of members or creditors of the company the company must, within 14 days of deposit of the statement with it, EITHER (a) send a copy of it to every person who it is statutorily entitled to be sent copies of its accounts; OR (b) apply to the court and notify the auditor of the application.
5. Unless the auditor receives notice of such a court application before the end of a period of 21 days beginning the day on which he deposited the statement he must within a further 7 days send a copy of the statement to the Registrar of Companies.
6. If a notice of resignation is accompanied by a statement that there are circumstances which should be brought to the notice of members or creditors of the company the auditor may require the directors to convene an extraordinary general meeting of the company to consider his explanation. He may also require the company to circulate to members a written statement (of reasonable length) of the circumstances connected with his resignation and the company must state in the notice of meeting that such statement has been issued.