

G

COMPANIES FORM No. 88(2)(Rev 1988)

Return of allotments of shares

88(2)

Pursuant to section 88(2) of the Companies Act 1985 (the Act)

(REVISED 1988)

This form replaces forms
PUC2, PUC3 and 88(2)

Please do not
write in this
margin

To the Registrar of Companies (address overleaf)
(see note 1)

Company number

3055360

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

1. Name of company

* insert full name
of company

* MATLORILL LIMITED

2. This section must be completed for all allotments

† distinguish
between
ordinary
preference, etc.

Description of shares †	'A' Ordinary	Ordinary	'A' Preference	'B' Preference
A Number allotted	800,000	1,700,000	2,175,000	600,000
B Nominal value of each	£1.00	£1.00	£0.50p	£0.50p
C Total amount (if any) paid or due and payable on each share (including premium if any)	£1.00	£1.00	£1.00	£1.00

Date(s) on which the shares were allotted

(a) [on 30 June 19 95] £, or

(b) ~~from~~ ~~19~~ ~~to~~ ~~19~~ ~~x19~~ ~~x19~~

The names and addresses of the allottees and the number of shares allotted to each should be given overleaf

3. If the allotment is wholly or partly other than for cash the following information must be given (see notes 2 & 3)

D Extent to which each share is to be treated as paid up. Please use percentage.	100%	100%	100%	100%
E Consideration for which the shares were allotted	Cash	See 1 below	Cash	See 2 below
1. These ordinary shares were allotted in satisfaction of price for 153 ordinary shares £1 in the capital of H Bollmann Manufacturers Limited				
2. These preference shares were allotted in satisfaction of the price for				

NOTES 49 ordinary shares £1 in the capital of International Technology Consultants Ltd

1. This form should be delivered to the Registrar of Companies within one month of the (first) date of allotment.

2. If the allotment is wholly or partly other than for cash, the company must deliver to the registrar a return containing the information at D & E. The company may deliver this information by completing D & E and the delivery of the information must be accompanied by the duly stamped contract required by section 88(2)(b) of the Act or by the duly stamped prescribed particulars required by section 88(3) (Form No 88(3)).

3. Details of bonus issues should be included only in section 2.

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

Donne Mileham & Haddock
38/42 High Street
Crawley
West Sussex RH10 1BW
Ref: 19

For official use

Post room



Please do not
write in the
margin

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

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

Date 30 June 1995

Companies registered in Scotland
should deliver this form to:-

The Registrar of Companies
Companies Registration Office
102 George Street
Edinburgh
EH2 3DJ

DATED 30 June 1995
~~Draft dated: 13 June 1995~~

SHARE EXCHANGE AGREEMENT

(1) MRS H S BOLLMANN

(2) MATLORILL LIMITED

RE: SHARES IN INTERNATIONAL
TECHNOLOGY CONSULTANTS
LIMITED

IT IS HEREBY CERTIFIED THAT THIS IS A
TRUE COPY OF THE ORIGINAL DOCUMENT

Donne Mileham & Haddock
DONNE MILEHAM & HADDOCK
38/42 HIGH STREET, CRAWLEY,
WEST SUSSEX RH10 1BW



**Donne Mileham
& Haddock**

SOLICITORS AND NOTARIES

38/42 High Street
Crawley
West Sussex RH10 1BW

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made the 30 June 1995
BETWEEN the PERSONS whose name and address is set forth in columns 1 and 2 of Schedule 1 hereto (hereinafter called "the Vendor") of the one part and **MATLORILL LIMITED** having its registered office at HBM House 26 Victoria Way Burgess Hill West Sussex RH15 9NF (hereinafter called "the Purchaser") of the other part

WHEREAS

- A. International Technology Consultants Limited (hereinafter called "the Company") is a company incorporated in England with limited liability under the Companies Act 1985 having an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each all of which are issued and fully paid and of which the Vendor is the beneficial owner of the number of shares ("the Subject Shares") set opposite her name in column 3 of Schedule 1 hereto and has agreed to sell the same to the Purchaser for the consideration and upon and subject to the terms and conditions hereinafter set forth
- B. Short particulars of the Company are contained in Part 1 Schedule 2 hereto
- C. The Company has the subsidiaries brief details of which are contained in Part 2 of Schedule 2 hereto

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED
as follows:-

- 1. The Vendor hereby warrants to the Purchaser that:-
 - (a) all information relating to the Company which would be material for disclosure to an intending purchaser of shares of the Company has been fully disclosed to the Purchaser prior to the date hereof; and

- (b) the Subject Shares shall be sold free from any option lien charge or encumbrance and with all rights attached thereto at the date hereof
2. (a) For the purposes of this clause "claim" includes any notice demand assessment letter direction or order or other document issued or action taken by or on behalf of any governmental or statutory department authority or body whereby it appears that the Company is or is thought to be placed under a liability to make any payment; "taxation" shall without prejudice to the generality of the expression include income tax surtax corporation tax capital gains tax purchase tax value added tax customs and other import duties stamp duty capital transfer tax the special charge betterment levy development gains tax and National Insurance contributions and include all charges penalties and interest incidental to any claim relating thereto; and reference to any claim for taxation shall be construed as including a reference to the loss of any relief credit or allowance or the loss or cancellation of a right to repayment of taxation.
- (b) The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against any claim for taxation assessed charged or recovered on or from the Company as a result of or by reference to any profits or gains accruing on or before the date hereof or any event transaction shortfall in distribution omission or other matter on or before the date hereof **PROVIDED THAT** this indemnity shall not extend to any claim in respect of which provision or reserve was made in the audited Accounts of the Company as at 30 September 1994 or any claim for taxation arising as a result of the ordinary course of business after such date or any claim for taxation for which the Company is liable as a result of any act or default of the Company after completion of this Agreement and **PROVIDED FURTHER** that the liability of the Vendor hereby shall cease on the earlier of the sixth anniversary of the date hereof or the quotation of any part of the share capital of the Purchaser on a Recognised Investment Exchange (as defined by section 207 of Financial Services Act 1986) in respect of claims notified in writing prior to such date

3. (a) Subject as hereinafter provided the Vendor hereby agrees to sell and the Purchaser on the faith and in reliance upon the warranty and undertaking to indemnify hereinbefore contained hereby agrees to purchase the Subject Shares at the price and upon and subject to the terms and conditions herein contained
- (b) The Purchaser shall not be obliged to complete the purchase of any of the Subject Shares unless the purchase of all the Subject Shares is completed simultaneously
4. It is a condition precedent of this Agreement that the Purchaser shall prior to the date hereinafter fixed for completion have passed such a resolution in general meeting as may be required by Section 320 Companies Act 1985. If by the date hereinafter fixed for completion such resolution shall not have been passed in terms satisfactory to the Vendor the Vendor may by notice in writing forthwith determine this Agreement when the same shall be and become void ab initio without liability on the part of either party to the other
5. (a) The consideration for the sale of the Subject Shares shall be the allotment to the Vendor credited as fully paid of the number and denomination of shares in the capital of the Purchaser set opposite her name in columns 4 and 5 of Schedule 1 hereto
- (b) The shares in the capital of the Purchaser to be allotted to the Vendor as aforesaid shall carry the rights set out in the New Articles of Association of the Purchaser a copy of which is bound herein
6. Completion shall take place on the date hereof at the office of Donne Mileham & Haddock 38/42 High Street Crawley West Sussex RH10 1BW when:-
- (a) the Vendor shall deliver to the Purchaser:-
- (i) duly executed transfers of the Subject Shares in favour of the Purchaser or as it shall direct

- (ii) the relevant Share Certificates relating to the Subject Shares and
 - (iii) the Certificates of Incorporation of the Company its Common Seal Share and other Registers and statutory books accounting books records deeds and documents
- (b) The Purchaser shall deliver to the Vendor fully paid Shares Certificates for those numbers of shares credited as fully paid in the capital of the Purchaser set opposite the name of each Vendor in columns 4 and 5 of Schedule 1 hereto
- 7. If in any respect the provisions of Clause 6(a) hereof are not complied with on the date hereof the Purchaser may:-
 - (a) defer Completion to a date not more than twenty-eight days after the date hereof (and so that the provisions of this sub-clause shall apply to Completion as so deferred)
 - (b) proceed to Completion so far as practicable (without prejudice to its rights hereunder) or
 - (c) rescind this Agreement without liability to the Vendor
- 8. The Vendor and the Purchaser hereby agree to execute and do any further deeds documents writing acts or things to give effect to the terms of this Agreement.
- 9. (a) Any Agreement on the part of either party herein expressed to survive completion shall so survive completion and shall not merge
- (b) Time shall be deemed to be of the essence of this Agreement
- 10. This Agreement shall be binding on and enure for the benefit of the Vendor and

the Purchaser and their respective successors and assigns (as the case may be)

11. This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and presents the entire understanding between the parties in relation thereto
12. (a) The respective addresses for service of notices under this Agreement shall be in the case of the Vendor the registered office of the Company and in the case of the Purchaser its registered office for the time being
12. (b) Notice may be given hereunder by either party by first class registered letter addressed to the other party at the address for service and shall be deemed to have been received 48 hours after despatch

AS WITNESS the hands of the parties hereto the day and year first before written

SCHEDULE 1

1 2 3 4 5

Vendor	Address	The Subject Shares Ordinary £1	No. of Ordinary shares to be allotted Ordinary £1	No. of 'B' Preference Shares to be allotted 'B' Preference £1 50p
Mrs H S Bollmann	7 Woodgate Meadow Plumpton Green Lewes East Sussex	49	NONE	600,000

SCHEDULE 2

Part 1

(Particulars of the Company)

Registered Number: 2499421

Registered Office: HBM House 26 Victoria Way Burgess Hill West Sussex RH15 9NF

Date & Place of Incorporation: [] April 1990 - England

Directors: K Bollmann
Mrs H S Bollmann
D Mould

Secretary: Mrs H S Bollmann

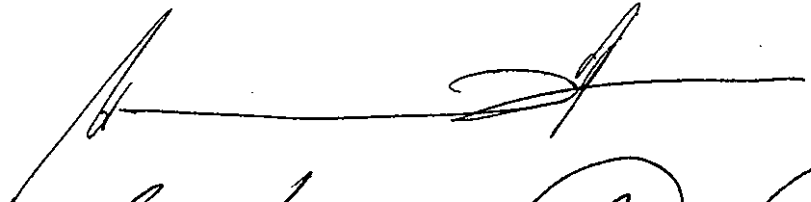
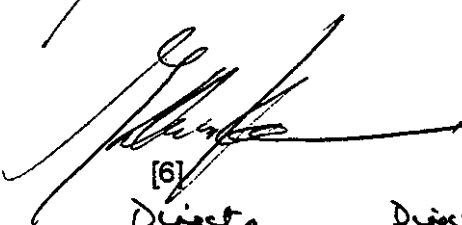
Part 2

(Particulars of Subsidiary/ies)

Name:	Ringdale UK Limited	N & R Circuits UK Ltd	Megaswitch Ltd
Registered No:	2877306	2967906	2369131
Date & Place of Incorporation:	2 December 1993 England	[] June 1994 England	6 April 1989 England
Trading or Dormant:	Trading	Trading	Dormant

SIGNED and DELIVERED
as a deed by KANNGLORE
SCHWELER BOLLMANN in
the presence of:-

SIGNED and DELIVERED
as a deed by MATTHEW
LIMITED in the
presence of:-



[6]
Directors
Secretary
13 June 1995

DATED 30 June 1995
Draft dated: 13 June 1995

SHARE EXCHANGE AGREEMENT

- (1) MRS H S BOLLMANN AND ^{ANOTHER} OTHERS
- (2) MATLORILL LIMITED

RE: SHARES IN H. BOLLMANN
MANUFACTURERS LIMITED

IT IS HEREBY CERTIFIED THAT THIS IS A
TRUE COPY OF THE ORIGINAL DOCUMENT

Donne Mileham & Haddock

DONNE MILEHAM & HADDOCK
38/42 HIGH STREET, CRAWLEY,
WEST SUSSEX RH10 1BW



**Donne Mileham
& Haddock**

SOLICITORS AND NOTARIES

38/42 High Street
Crawley
West Sussex RH10 1BW

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made the

30 June

1995

BETWEEN the PERSONS whose names and addresses are set forth in columns 1 and 2 of Schedule 1 hereto (hereinafter called "the Vendors") of the one part and **MATLORILL LIMITED** having its registered office at HBM House 26 Victoria Way Burgess Hill West Sussex RH15 9NF (hereinafter called "the Purchaser") of the other part

WHEREAS

- A. H Bollmann Manufacturers Limited (hereinafter called "the Company") is a company incorporated in England with limited liability under the Companies Act 1948-1981 having an authorised share capital of £50,000 divided into 50,000 Ordinary Shares of £1 each of which 368 are issued and fully paid and of which the Vendors are the beneficial owners of those number of shares ("the Subject Shares") set opposite his name in column 3 of Schedule 1 hereto and has agreed to sell the same to the Purchaser for the consideration and upon and subject to the terms and conditions hereinafter set forth
- B. Short particulars of the Company are contained in Part 1 Schedule 2 hereto
- C. The Company has the subsidiaries brief details of which are contained in Part 2 of Schedule 2 hereto

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED
as follows:-

- 1. The Vendors severally warrant to the Purchaser that:-
 - (a) all information relating to the Company which would be material for disclosure to an intending purchaser of shares of the Company has been fully disclosed to the Purchaser prior to the date hereof; and

- (b) the Subject Shares shall be sold free from any option lien charge or encumbrance and with all rights attached thereto at the date hereof
2. (a) For the purposes of this clause "claim" includes any notice demand assessment letter direction or order or other document issued or action taken by or on behalf of any governmental or statutory department authority or body whereby it appears that the Company is or is thought to be placed under a liability to make any payment; "taxation" shall without prejudice to the generality of the expression include income tax surtax corporation tax capital gains tax purchase tax value added tax customs and other import duties stamp duty capital transfer tax the special charge betterment levy development gains tax and National Insurance contributions and include all charges penalties and interest incidental to any claim relating thereto; and reference to any claim for taxation shall be construed as including a reference to the loss of any relief credit or allowance or the loss or cancellation of a right to repayment of taxation.
- (b) The Vendors severally undertake to indemnify and keep indemnified and keep indemnified the Purchaser against any claim for taxation assessed charged or recovered on or from the Company as a result of or by reference to any profits or gains accruing on or before the date hereof or any event transaction shortfall in distribution omission or other matter on or before the date hereof **PROVIDED THAT** this indemnity shall not extend to any claim in respect of which provision or reserve was made in the audited Accounts of the Company as at 30 September 1994 or any claim for taxation arising as a result of the ordinary course of business after such date or any claim for taxation for which the Company is liable as a result of any act or default of the Company after completion of this Agreement and **PROVIDED FURTHER** that the liability of the Vendors hereby shall cease on the earlier of the sixth anniversary of the date hereof or the quotation of any part of the share capital of the Purchaser on a Recognised Investment Exchange (as defined by section 207 of Financial Services Act 1986) in respect of claims notified in writing prior to such date

3. (a) Subject as hereinafter provided the Vendors hereby agree to sell and the Purchaser on the faith and in reliance upon the warranty and undertaking to indemnify hereinbefore contained hereby agrees to purchase the Subject Shares at the price and upon and subject to the terms and conditions herein contained
- (b) Each of the Vendors hereby agrees to waive any pre-emption rights which may exist in relation to the Subject Shares sold by such Vendor pursuant to the Articles of Association of the Company or otherwise
- (c) The Purchaser shall not be obliged to complete the purchase of any of the Subject Shares unless the purchase of all the Subject Shares is completed simultaneously
4. It is a condition precedent of this Agreement that the Purchaser shall prior to the date hereinafter fixed for completion have passed such a resolution in general meeting as may be required by Section 320 Companies Act 1985. If by the date hereinafter fixed for completion such resolution shall not have been passed in terms satisfactory to the Vendors the Vendors may by notice in writing forthwith determine this Agreement when the same shall be and become void ab initio without liability on the part of either party to the other
5. (a) The consideration for the sale of the Subject Shares shall be the allotment to each of the Vendors credited as fully paid of the number and denomination of shares in the capital of the Purchaser set opposite their respective names in columns 4 and 5 of Schedule 1 hereto the full entitlement of Mrs H S Bollmann being made up by the previous transfer to her of two Ordinary Shares of £1 in the capital of the Purchaser issued to her through the nominees who were subscribers to the Purchaser
- (b) The shares in the capital of the Purchaser to be allotted to the Vendors as aforesaid shall carry the rights set out in the New Articles of Association of the Purchaser a copy of which is bound herein

6. Completion shall take place on the date hereof at the office of Donne Mileham & Haddock 38/42 High Street Crawley West Sussex RH10 1BW when:-

(a) the Vendors shall deliver to the Purchaser:-

(i) duly executed transfers of the Subject Shares in favour of the Purchaser or as it shall direct

(ii) the relevant Share Certificates relating to the Subject Shares and

(iii) the Certificates of Incorporation of the Company its Common Seal Share and other Registers and statutory books accounting books records deeds and documents

(b) The Purchaser shall deliver to the Vendors fully paid Shares Certificates for those numbers of shares credited as fully paid in the capital of the Purchaser set opposite the name of each Vendor in columns 4 and 5 of Schedule 1 hereto

7. If in any respect the provisions of Clause 6(a) hereof are not complied with on the date hereof the Purchaser may:-

(a) defer Completion to a date not more than twenty-eight days after the date hereof (and so that the provisions of this sub-clause shall apply to Completion as so deferred)

(b) proceed to Completion so far as practicable (without prejudice to its rights hereunder) or

(c) rescind this Agreement without liability to any of the Vendors

8. The Vendors and the Purchaser hereby agree to execute and do any further deeds

documents writings acts or things to give effect to the terms of this Agreement.

9. (a) Any Agreement on the part of either party herein expressed to survive completion shall so survive completion and shall not merge
9. (b) Time shall be deemed to be of the essence of this Agreement
10. Without prejudice to the several nature of their obligations hereunder as between themselves any liability of the Vendors under the warranty or indemnities hereinbefore contained shall be borne between them in the ratio of their respective holdings of Subject Shares
11. (a) This Agreement shall be binding on and enure for the benefit of the Vendors and the Purchaser and their respective successors and assigns (as the case may be)
11. (b) This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and presents the entire understanding between the parties in relation thereto
12. (a) The respective addresses for service of notices under this Agreement shall be in the case of each of the Vendors the registered office of the Company and in the case of the Purchaser its registered office for the time being
12. (b) Notice may be given hereunder by either party by first class registered letter addressed to the other party at the address for service and shall be deemed to have been received 48 hours after despatch

AS WITNESS the hands of the parties hereto the day and year first before written

SCHEDULE 1

1 2 3 4 5

Vendor	Address	The Subject Shares Ordinary £1	No. of Ordinary shares to be allotted Ordinary £1	No. of 'B' Preference Shares to be allotted 'B' Preference £1
Mrs H S Bollman	7 Woodgate Meadow Plumpton Green Lewes East Sussex	152	1,688,889 (credit for 1 subscriber share)	None
David F Mould	14 Southway Burgess Hill West Sussex RH15 9ST	1	11,111 (credit for 1 subscriber share)	None

SCHEDULE 2

Part 1

(Particulars of the Company)

Registered Number: 1960105

Registered Office: HBM House 26 Victoria Way Burgess Hill West Sussex RH15 9NF

Date & Place of Incorporation: 15 November 1985 - England

Directors: K Bollmann
Mrs H S Bollmann
D Mould

Secretary: Mrs H S Bollmann

SIGNED and DELIVERED
as a deed by HANNGLORE
SCHUEKER BOLLMANN
in the presence of:-

19/Bollmann, Sea [6]

SIGNED and DELIVERED
as a deed by DAVID
F. MOULD in the
presence of:-

13 June 1995

Part 2

(Particulars of Subsidiary/ies)

None

Name:

Registered Number:

Date & Place of Incorporation:

Directors:

Secretary:

Trading or Dormant:

STOCK TRANSFER FORM

(Above this line for Registrars only)

Consideration of £600,000 to be
satisfied by the allotment of
600,000 'B' preference shares
of 50p each in the capital of
the transferee
Consideration Money £.....

Certificate lodged with the Registrar

(For completion by the Registrar/Stock Exchange)

Name of Under- taking.	INTERNATIONAL TECHNOLOGY CONSULTANTS LIMITED		
Description of Security.	ORD. £1		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures	
	FORTY NINE ORDINARY SHARES OF £1-00 EACH	(49 units of £1-00)	
Names(s) of re- gistered holder(s) should be given in full: the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of HANNLORE SCHLICKER BOLLMANN 7 WOODGATE MEADOW LEWES. EAST SUSSEX		

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below

Signature(s) of transferor(s)

1. X

2.

3.

4.

Bodies corporate should execute under their common seal

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Date 30 JUNE 1995

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Please state title, if any, or whether Mr., Mrs., or Miss.

Please complete in type-writing or in Block Capitals.

MATLORILL LTD
26 VICTORIA WAY
BURGESS HILL
WEST SUSSEX

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of person lodging this form (if other than the Buying Broker(s))