

COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES
COMPANY NO: 3003124

J. D. T. (U.K.) LIMITED

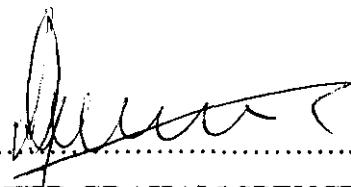
("the Company")

WRITTEN RESOLUTION

I, the undersigned, being the only member of the Company for the time being entitled to receive notice of and to attend and vote at a General Meeting at which the following Resolution were to be proposed confirm I have received a copy of the Purchase Agreement to which the resolution set out below refers and hereby pass the following Resolution as a Special Resolution pursuant to Section 381A and Schedule 15A of the Companies Act 1985

COPY SPECIAL RESOLUTION

"That the Company shall purchase 1 of its own Ordinary Shares of £1 and 5,000 of its own Preference Shares of £1 each from Sonia Margaret Gilbert upon the terms and for the consideration set out in the Purchase Agreement in the form annexed hereto".


.....
PETER GRAHAM SPENCE
Date22/7/05.....



DATED

22 July

2005

SONIA MARGARET GILBERT (1)

and

J.D.T. (U.K.) LIMITED (2)

PURCHASE AGREEMENT

Leathes Prior
Solicitors
Norwich

THIS AGREEMENT is made the 22 day of July 2005

BETWEEN:

- (1) **SONIA MARGARET GILBERT** of 8 Kingslawn Close, Kingsmead, Northwich, Cheshire CW9 8XX ("the Vendor"); and
- (2) **J.D.T. (U.K.) LIMITED** (Company Number 3003124) whose registered office is situate at Midland Road, North Walsham, Norfolk NR28 9JR ("the Company")

WHEREAS:

- (A) The Company has at the date of this Agreement an issued share capital of 2 Ordinary shares of £1 each and 10,000 Preference shares of £1 each
- (B) The Vendor wishes to sell and the Company wishes to purchase all of the shares in the capital of the Company registered in the name of the Vendor, being 1 Ordinary share of £1 ("the Ordinary Share") and 5,000 Preference shares of £1 each ("the Preference Shares")

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS:

In this Agreement

"Nominated Account" means the account in the name of Mr Marcus David Hayes t/a Mason Hayes Client Account numbered 50223755 at Nat West Bank PLC of Manchester City Centre, 11 Spring Garden, Manchester, M60 2DB; Sort Code 01 10 01 or such other account as the Vendor shall specify;

"Shares" means the Ordinary Share and the Preference Shares

2. WARRANTIES

- 2.1 The Vendor warrants, represents and undertakes to the Company that she is the beneficial owner of the Shares and there are outstanding no options, agreements, liens, charges, encumbrances or commitments whatsoever in respect of any of the Shares and there has been no exercise, purported exercise or claim or any charge, lien, encumbrance, equity or other right over any of the Shares.

2.2 The Company warrants, represents and undertakes to the Vendor that this Agreement was authorised by a Special Resolution of the Company passed in accordance with Section 381A and Schedule 15A Companies Act 1985 and furthermore, that it has or will comply in all other respects with the purchase of shares by the Company pursuant to this Agreement.

2.3 The warranties, representations and undertakings contained in clauses 2.1 and 2.2 shall continue in full force and effect without limit in time, notwithstanding completion.

3. AGREEMENT FOR SALE

The Vendor with full title guarantee shall sell the Shares and the Company shall purchase the Shares free from all liens, charges and encumbrances and with all rights attaching to them with effect from the date of this Agreement.

4. PURCHASE PRICE

The purchase price for the Shares shall be the total aggregate sum of £150,000, made up as to £145,000 thereof in consideration of the Ordinary Share and as to £5,000 thereof in consideration of the Preference Shares ("the Purchase Price")

5. COMPLETION

The sale and purchase of the Shares shall be completed immediately after exchange of this Agreement when the following shall take place:

- (a) the Vendor shall deliver to the Company the share certificates relating to the Shares for cancellation or (in the case of a lost certificate) such indemnity as the Company shall reasonably require;
- (b) the Company shall pay the Purchase Price to the Vendor into the Nominated Account.

6. NOTICES

6.1 Any notice required to be given under this agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it or sending it by facsimile, pre-paid recorded delivery to the address of the relevant party set out in clause 6.3. Any notice so served shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of a notice sent by pre-paid recorded delivery, 48 hours after the date or posting; or
- (c) in the case of a notice sent by facsimile copier or other electronic means of communication, if the notice was sent during the business hours of the addressee then on the day of transmission, and otherwise on the next following Business Day.

6.2 For the purposes of this clause **business hours** means the hours of 9.00 a.m. to 5.30 p.m. local time in the country of the addressee.

6.3 Any notice required to be given under this agreement shall be sent to the address of the parties set out at the head of this Agreement or to such other address or facsimile number as is notified in writing from time to time by the Vendor or the Purchaser (as the case may be) to the other party to this agreement.

7. SUCCESSORS, ASSIGNS AND THIRD PARTIES

7.1 This agreement shall be binding upon and enure for the benefit of the Vendor's successors and personal representatives. Save as aforesaid this agreement shall not be assignable by either party.

7.2 No person not a party to this agreement shall have the right to enforce any term of this agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

8. VARIATION

8.1 No variation of this agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.

9. COSTS

9.1 Each of the parties shall pay their own costs and expenses in relation to the preparation, execution and carrying into effect of this agreement.

10. SEVERANCE

10.1 If at any time any provision of this agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this agreement but the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby.

11. FURTHER ASSURANCE

- 11.1 The Vendor shall do, execute and perform and shall procure to be done, executed and performed all such further acts, deeds, documents and things as the Purchaser may require from time to time effectively to vest the beneficial ownership of the Assets in the Purchaser or as it directs free from all liens, charges, options, encumbrances or adverse rights or interests of any kind and otherwise to give to the Purchaser the full benefit of this agreement.

12. WAIVERS

- 12.1 A failure by any party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy. No custom or practice of the parties at variance with the terms of this agreement shall constitute a waiver of the rights of any party under this agreement. The rights, powers and not exclusive of any rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

13. ENTIRE AGREEMENT

- 13.1 This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement; and (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).
- 13.2 Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter hereof, save those expressly set out in this agreement and that it shall have no rights or remedies with respect to such subject matter otherwise than under this agreement.

14. COUNTERPARTS

- 14.1 This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same

agreement. Unless otherwise provided in this agreement, this agreement shall become effective and be dated (and each counterpart shall be dated) on the date on which this agreement (or a counterpart of this agreement) is signed by the last of the parties to execute this agreement or, as the case may be, a counterpart thereof.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 This agreement shall be governed by English law and each of the parties submits to the exclusive jurisdiction of the High Court of Justice in England and Wales.
- 15.2 The parties irrevocably consent to any process in a legal action or proceedings in connection with this agreement being served on it in accordance with the provisions of this agreement relating to the service of notices. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

SIGNED by **SONIA MARGARET**)
GILBERT in the presence of :)

S.M. Gilbert

Witness' signature: DS Steele

Witness' name: DAVID STEELE

Witness' address: 61 BESSAN COURT
HOLMES CHAPEL
CHESHIRE CW4 7AN

Witness' occupation:

FIRE FIGHTER

SIGNED by a duly authorised Director for)
and on behalf of **J.D.T. (U.K.) LIMITED**)

