

COMPANY NO: 3946660

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

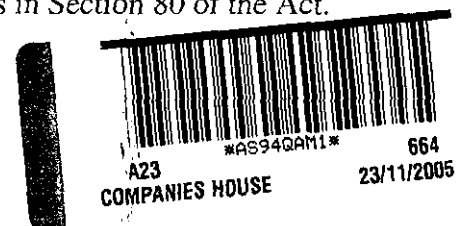
**ORDINARY AND SPECIAL RESOLUTIONS OF KERONITE LIMITED**

Passed 14 October 2005

At an Extraordinary General Meeting of the above-named Company duly convened and held at Keronite Limited, Granta Park, Great Abington, Cambridge CB1 6GP on 14 October 2005 the following resolutions were duly passed as Ordinary and Special Resolutions of the Company:

**ORDINARY RESOLUTIONS**

1. THAT with effect from the passing of this resolution the authorised share capital of the Company be increased from £5,600,000 to £5,862,510 by the creation of 2,625,100 ordinary shares of 10p each, such ordinary shares to rank pari passu in all respects with the existing ordinary shares of the Company.
2. THAT with effect from the passing of this resolution and in substitution for all existing authorities, pursuant to section 80 of the Companies Act 1985 ("the Act"), the Directors are generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities provided that:
  - 2.1 the maximum amount of such securities which may be allotted under this authority (within the meaning of that section) is £262,510; and
  - 2.2 such authority shall, unless it is (prior to its expiry) duly revoked or varied or is renewed, expire on 13 October 2010 save that the Company may, before such expiry make an offer or agreement which will or may require relevant securities to be allotted after such expiry
  - 2.3 and the expression "relevant securities" and references to the allotment of relevant securities shall bear the same respective meanings as in Section 80 of the Act.



## SPECIAL RESOLUTION

3.

3.1 THAT, conditional upon the passing of Resolution 2 above, the Directors be and they are hereby empowered pursuant to Section 95 of the Act to allot equity securities wholly for cash pursuant to the authority conferred by Resolution 7 as if Section 89(1) of the Act did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities:

3.1.1 up to an aggregate nominal amount of £262,510; and

3.1.2 such authority shall, unless it is (prior to its expiry) duly revoked or varied or is renewed, expire on 13 October 2010 save that the Company may, before such expiry make an offer or agreement which will or may require relevant securities to be allotted after such expiry

and the expression "equity securities" and references to the allotment of equity securities shall bear the same respective meanings as in section 94 of the Act

and

3.2 THAT each existing issued and unissued ordinary share of 10p each (including for the avoidance of doubt those shares created by Resolution 1 above) ("Existing Ordinary Shares") in the capital of the Company be subdivided into 1 ordinary share of 1p each ("New Ordinary Shares") and 9 deferred ordinary shares of 1p each ("Deferred Shares"), the New Ordinary Shares carrying the rights and restrictions attaching to the Existing Ordinary Shares and the Deferred Shares carrying the rights and restrictions set out in Article 4A to be adopted pursuant to Resolution 5 below

and

3.3 THAT the Company's Articles of Association be amended by inserting the following as a new Article 4A:

4A The Deferred Shares of 1p each in the capital of the Company have the rights and are subject to the restrictions set out below, namely:

4A.1 no right to participate in or receive any dividends declared, made or paid by the Company;

4A.2 no right to receive notice of or attend or vote at any general or class meeting of the Company;

4A.3 the approval of the Directors shall be required for any transfer of Deferred Shares;

4A.4 the right on a return of assets in a winding-up to a repayment of the capital paid up on such shares after the rights of all holders of Ordinary Shares have been discharged in full and a sum of £1,000,000 has been paid in respect of each issued Ordinary Share in the capital of the Company, but no other right to participate in the assets of the Company;

4A.5 the Directors shall have irrevocable authority at any time to appoint any person to execute on behalf of the holders of the Deferred Shares a transfer thereof and/or an agreement to transfer the same, without making any payment to the holders thereof, to such person as the Directors may determine as custodian thereof and to cancel and/or purchase the same (in accordance with the provisions of statute) without making any payment to or obtaining the sanction of the holders thereof and pending the transfer and/or cancellation and/or purchase to retain the certificate for such shares; and

4A.6 subject to the Act, the Company shall have irrevocable authority after the adoption of this Article:

4A.6.1 to purchase all of the Deferred Shares then in issue for not more than an aggregate sum (for all such Deferred Shares) of 1p, without any requirement to notify or to obtain the consent of the holders thereof and, for the purposes of such purchase, to appoint a person to execute (on behalf of the holders of such Deferred Shares) a contract for the sale to the Company of any Deferred Shares held by any such holders and to receive the consideration therefor on behalf of any such holders, without any obligation to pay such consideration (or any proportion thereof) to such holders; and/or

4A.6.2 to cancel the Deferred Shares so purchased; and/or

4A.6.3 pending transfer and/or purchase in accordance with this Article 4A, to retain the certificates for the deferred shares

but so that none of the rights or restrictions attached to such Deferred Shares shall be or be deemed to be varied or abrogated in any way by the passing or coming into effect of any resolution of the Company to reduce its share capital and/or reduce or cancel (as the case may be) its share premium account (including, without limitation, a resolution to reduce the capital paid up on, and to cancel, such Deferred Shares)

and

- 3.4 THAT the Company's Articles of Association be amended by inserting the following as a new Article 31A:

**"CHANGE OF CONTROL**

- 31A.1 If at any time one or more holders of shares representing not less than 90% of the shares in the capital of the Company then in issue (together the "Selling Shareholders") wish to transfer all their shares to a purchaser ("Purchaser"), the Selling Shareholders shall have the option (the "Come Along Option") to require all the other holders of shares to transfer all their shares with full title guarantee to the Purchaser or as the Purchaser shall direct in accordance with this **Article 31A**.
- 31A.2 The Selling Shareholders may exercise the Come Along Option by giving notice in writing to that effect to the Company which on receipt shall serve notice (a "Come Along Notice") on all other shareholders (the "Called Shareholders") within 5 days of receipt. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "Called Shares") pursuant to **Article 31A.1** to the Purchaser, the price at which the Called Shares are to be transferred (being the same price per share as received by the Selling Shareholders), the proposed date of transfer (if known), all material terms and conditions and the identity of the Purchaser. A Come Along Notice shall also require the Called Shareholders to submit their share certificate for the Called Shares to the Company for cancellation. A Come Along Notice shall be deemed served upon the envelope containing it being placed in the post and **Regulation 115 of Table A** shall in the context of a Come Along Notice be amended accordingly. **Regulations 111 to 116 of Table A** (inclusive) shall otherwise apply the service of a Come Along Notice as if it were a notice to be given by the Company.
- 31A.3 A Come Along Notice may be revoked by notice in writing to the Called Shareholders at any time prior to completion of the sale of the Called Shares.
- 31A.4 The Called Shareholders shall be obliged to sell or transfer the Called Shares (free from all liens, charges, encumbrances and third party rights whatsoever and together with all rights then attaching thereto) at the price specified in the Come Along Notice and otherwise on materially the same terms and conditions as the Selling Shareholders save that none of the Called Shareholders shall be required to provide any warranties in relation to the sale of the Called Shares save to the effect that the Called Shareholders are entitled to sell the Called Shares with full title guarantee free from any encumbrances.

- 31A.5 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Selling Shareholders shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.
- 31A.6 Each Called Shareholder shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the directors of the Company jointly (and each of them severally) to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Shareholders (subject to payment of any stamp duty) and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this **Article 31A**. The Called Shareholders also appoint the Company to receive the proceeds of sale of the Called Shares on their behalf.
- 31A.7 Following completion of the sale of the Called Shares the Company shall hold the proceeds of sale (where such proceeds are in cash) payable to the Called Shareholders in a separate interest bearing deposit account on trust for the Called Shareholders and shall, subject to each Called Shareholder returning his share certificate for the Called Shares (or indemnity reasonably acceptable to the Purchaser in respect thereof) shall pay the proceeds of sale to the Called Shareholders together with any interest (less any deductions required by law) earned on such monies whilst in the deposit account. Where the proceeds of sale of Called Shares are otherwise than in cash, the Company shall hold such proceeds on trust for the Called Shareholders and shall, subject to each Called Shareholder returning his share certificate for the Called Shares (or indemnity reasonably acceptable to the Purchaser in respect thereof) shall transfer the proceeds of sale to the Called Shareholder
- 31A.8 The Company shall only be required to hold consideration on behalf of the Called Shareholders pursuant to **Article 31A.7** for a period of three (3) years after service of a Come Along Notice and any monies still held in the deposit account set up for the purposes of **Article 31A.7** at the expiry of such three (3) year period shall be released to the Company which shall be free to utilise such monies in such manner, and for such purpose, as the directors, in their sole discretion, deem appropriate. Where the proceeds of sale of Called Shares are otherwise than in cash, then at the expiry of the three (3) year period referred to above, the Company shall be entitled to dispose of such proceeds for the benefit of the Company.
- 31A.9 Upon any person, following the issue of a Come Along Notice, being issued with any shares in the capital of the Company pursuant to the exercise of any option to acquire shares ("a New Member"), a Come Along Notice, on the same terms as the previous Come Along Notice, shall be deemed to have been served upon such New Member

who shall thereupon be bound to sell and transfer all such shares acquired by him to the Purchaser or as the Purchaser may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Come Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Come Along Notice.

31A.10 Notwithstanding any other provision of these Articles, no member of the Company shall have any pre-emption rights under these Articles or otherwise in respect of any transfer of Shares by any Selling Shareholder or Called Shareholder subject to a Come Along Notice served pursuant to this **Article 31A**.

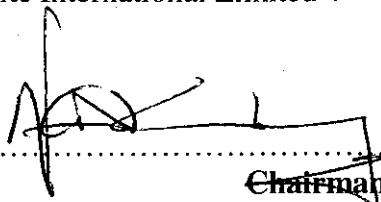
31A.11 Whilst a Come Along Notice applies to any Shares, such Shares may not be transferred other than in accordance with the terms of the Come Along Notice”.

and

3.5 THAT the terms of an agreement proposed to be made between the Selling Shareholders (as defined in that agreement) and the Company for the purchase by the Company of 432,955,701 Deferred Shares of 1p each in the capital of the Company (“Agreement”) upon the terms (including at aggregate price of £0.01) set out in the copy of the proposed Agreement laid before the meeting and initialled by the Chairman for the purpose of identification are approved.

and

3.6 THAT the name of the Company be changed to “Keronite International Limited”.

  
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Chairman