

5564452

DATED 14 October

2005

- (1) THE PERSONS WHOSE NAMES ARE SET OUT
IN SCHEDULE 1
- (2) KERONITE HOLDINGS LIMITED
- (3) KERONITE LIMITED

SHARE EXCHANGE AGREEMENT

We certify this document as a true copy of the original

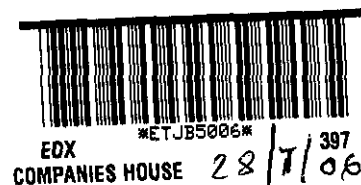
Eversheds LLP

Date: 27 July 2006

EVERSHEDS LLP

EVERSHEDS LLP

Kett House
Station Road
Cambridge CB1 2JY
Tel: 01223 443666
Fax: 01223 443777



1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

CONTENTS

Clause		Page
1	INTERPRETATION.....	1
2	SHARE EXCHANGE.....	3
3	CONDITIONAL AGREEMENT.....	4
4	PRE-COMPLETION	4
5	COMPLETION	4
6	SUBSCRIPTION SHARES	5
7	SHAREHOLDERS AGREEMENT.....	5
8	COVENANT AND UNDERTAKING	6
9	POWER OF ATTORNEY	6
10	NO TERMINATION	7
11	GENERAL	8
Schedules		
1	The Shareholders.....	9

THIS AGREEMENT is made on

14 October

2005

BETWEEN

- (1) THE PERSONS whose names are set out in **Schedule 1** (the “Shareholders”);
- (2) KERONITE HOLDINGS LIMITED (registered number: 5564452) whose registered office is at Granta Park, Abington, Cambridge CB1 6GP (the “Company”); and
- (3) KERONITE LIMITED (registered number 394660) whose registered office is at Granta Park, Abington, Cambridge CB1 6GP (“Keronite Limited”).

BACKGROUND

- (A) Keronite Holdings Limited was incorporated in England and Wales as a private limited company on 15th September 2005 under the Act. As at the date of this Agreement, the Company has an authorised share capital of £6,000,000 divided into 600,000,000 ordinary shares of 1p each, of which 100 ordinary shares have been issued fully paid and is registered in the name of Nicholas Kuenssberg, c/o Horizon Co-Invest, one of the Shareholders.
- (B) The Shareholders hold the number of Keronite Limited Shares shown opposite their respective names in column (2) of **Schedule 1**.
- (C) Keronite Holdings Limited is a company formed for the purpose of being the holding company (within the meaning of section 736 of the Act) of Keronite Limited.
- (D) The Shareholders have agreed to exchange the Exchange Shares for ordinary shares in the capital of Keronite Holdings Limited subject to and in accordance with the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement:

- 1.1 the following expressions will have the following meanings unless inconsistent with the context:

“Act”

the Companies Act 1985

“Articles”

the Articles of Association of the Company

"Company Shares"	ordinary shares of 1p each in the capital of the Company
"Completion"	the performance by the parties of their respective obligations under clause 6
"Condition"	the condition set out in clause 4
"Encumbrance"	any mortgage, charge, pledge, lien, assignment by way of security, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind, or other preferential arrangement having similar effect
"Eversheds"	Eversheds LLP, Kett House, Station Road, Cambridge CB1 2JY
"Exchange Shares"	ordinary shares of 1p each in Keronite Limited
"Mirenwest Loan"	the revolving credit facility of up to £1,750,000 to be entered into on or about the date of this Agreement by the Company, Keronite Limited and Mirenwest Limited (one of the Shareholders)
"Resolutions"	the resolutions to be proposed at an extraordinary resolution of Keronite Limited convened for 14 October 2005 a copy the notice convening such extraordinary general meeting being annexed to this Agreement
"Shareholder Loans"	the shareholder loans which may be entered into by the Company, Keronite Limited and certain of the Shareholders on or about the date of this Agreement
"Shareholders"	the persons whose names are set out in column (1) of Schedule 1

“Shareholders Agreement”

the shareholders agreement dated • • 2000
between, inter alia, Keronite Limited and the
Shareholders

- 1.2 references to persons will include bodies corporate, unincorporated association and partnerships;
- 1.3 references to a document being “in the agreed terms” are to that document in the form agreed for the purposes of identification and initialled by Eversheds on behalf of the Shareholders and the Company;
- 1.4 references to clauses and the Schedules are to clauses of and the Schedules to this Agreement;
- 1.5 the Schedules have full force and effect as if expressly set out in the body of the Agreement; and
- 1.6 the headings in this Agreement will not affect its interpretation.

2. SHARE EXCHANGE

- 2.1 Subject to and conditional upon the Condition being satisfied and subject to **clause 7**, each Shareholder will (or will procure the) transfer to the Company of the number of Exchange Shares set out opposite his name in column (2) of **Schedule 1** in consideration of the Company allotting and issuing to him the number of Company Shares set out opposite his name in column (3) of **Schedule 1**.
- 2.2 The Exchange Shares will be sold and transferred to the Company fully paid up and free from all encumbrances and together with all rights attached or accruing to them on or after the date of announcement of the Offer.
- 2.3 The Company Shares to be allotted and issued to the Shareholders pursuant to **clause 2.1** will be credited as fully paid and will have attached to them the rights set out in the Articles.
- 2.4 Each of the Shareholders hereby waives any rights of pre-emption over the Company Shares which have been (or are to be) conferred on him pursuant to the Articles or otherwise for the purpose of completing this Agreement.

3. **CONDITIONAL AGREEMENT**

3.1 Completion of this Agreement is conditional upon each of the Resolutions being passed.

3.2 For the avoidance of doubt the obligation to perform any of the matters contemplated by this Agreement will remain conditional unless and until the Condition is satisfied.

4. **PRE-COMPLETION**

4.1 Each of the Shareholders will procure the execution (but not dating) by each of them of stock transfer forms in the agreed terms in respect of their respective Exchange Shares.

4.2 The Shareholders shall deliver the respective stock transfer forms, together with all relevant share certificates or, in the case of any lost share certificate, an indemnity in terms satisfactory to the Company in relation to such share certificate.

4.3 Each of the Shareholders hereby authorise Eversheds to execute any document or to do any act on their behalf in order to complete this Agreement and, in particular, to date each of the documents referred to in **clause 4.2** as soon as practicable after the Condition is satisfied.

5. **COMPLETION**

As soon as practicable after the Condition is satisfied, the Shareholders and the Company will procure that completion ("Completion") of the matters set out in **clause 2.1** will take place (at such place as is determined by Eversheds) when:

5.1 Eversheds will date each of the documents delivered to it pursuant to **clause 4.2**;

5.2 Eversheds will deliver to the Company the executed transfers of the Exchange Shares together with the relevant share certificates (or any indemnity) delivered to it pursuant to **clause 4.2**; and

5.3 the Company Shares will be allotted and issued to the Shareholders in the amounts shown opposite their respective names in column (3) of **Schedule 1** and the Company will deliver to the Shareholders definitive share certificates in respect of such Company Shares.

6. SUBSCRIPTION SHARES

If any Shareholder is unable to transfer (or procure the transfer) to the Company any Exchange Shares pursuant to **clause 2.1**, such Shareholder will:

- 6.1 deposit with Eversheds an amended stock transfer form in respect of the Exchange Shares that the Shareholder is able to transfer (or procure the transfer) to the Company;
- 6.2 subscribe upon Completion for such number of Company Shares that is equal to the number of Exchange Shares that the Shareholder is not able to so transfer at 1p for each Company Share; and
- 6.3 shall pay the required subscription monies as soon as reasonably practicable.

7. SHAREHOLDERS AGREEMENT

- 7.1 Each of the Shareholders (being Shareholders holding in aggregate in excess of 75% of the ordinary issued share capital of Keronite Limited) for the purposes of clause 10 of the Shareholders Agreement hereby consents to:
 - 7.1.1 the alterations and variations to Keronite Limited's issued and unissued share capital to be effected by the Resolutions;
 - 7.1.2 the amendment to Keronite Limited's articles of association to be effected by the Resolutions;
 - 7.1.3 the entry into by Keronite Limited of the Mirenwest Loan Agreement (including for the avoidance of doubt the security to be granted by Keronite Limited in connection with the Mirenwest Loan Agreement);
 - 7.1.4 the entry into by Keronite Limited of the Shareholder Loan Agreements (if any); and
 - 7.1.5 the entering into by Keronite Limited of, and the exercise and performance by Keronite Limited of all its rights and obligations under, such legal documentation as shall be required to document such transactions.
- 7.2 Subject to **clause 7.3** below, each of the Shareholders and Keronite Limited agrees and undertakes to each other that as between each Shareholder and Keronite Limited, the Shareholders Agreement shall be of no further force and effect and neither any Shareholder nor Keronite Limited shall be bound by it.

- 7.3 In the event that after Completion any person who is not a signatory to this Agreement but is a party to the Shareholders Agreement (a "Third Party") shall make any claim with regard to enforcement of the Shareholders Agreement (an "Enforcement Claim"), the provisions of **clause 7.2** above shall be of no further force and effect with effect from the date on which such Third Party lodges written notice of an Enforcement Claim either with Keronite Limited or any of the Shareholders.
- 7.4 In the event that a Third Party lodges written notice of an Enforcement Claim either with Keronite Limited or one of the Shareholders, Keronite Limited or such Shareholder (as the case may be) shall send a copy of such Enforcement Notice (at Keronite Limited's expense) to each of Keronite Limited and the other Shareholders.
- 7.5 In the event that a Third Party lodges written notice of an Enforcement Claim, each of the Shareholders:
- 7.5.1 agrees to vote in favour of such resolutions and do all such other acts and things as may be reasonably necessary to terminate the Shareholders' Agreement; and
 - 7.5.2 agrees that they shall vote in accordance with the wishes of the majority of them (such majority being calculated in accordance with the number of shares held) for the purposes of giving any approvals required pursuant to clause 10 of the Shareholders Agreement.

8. COVENANT AND UNDERTAKING

Each Shareholder covenants and undertakes with the Company to exercise all such voting and other rights held by such Shareholder (whether as a Shareholder or as a holder of Company Shares) to vote in favour of such resolutions and to do all such other acts and things and execute all such deeds and documents as may be necessary to give effect to this Agreement.

9. POWER OF ATTORNEY

- 9.1 In order to secure the performance of each Shareholder's obligations under this Agreement, each Shareholder appoints the Company as its attorney:
- 9.1.1 to complete and deliver on that Shareholder's behalf all such consents, written resolutions and proxies as the Company shall consider to be necessary or desirable for the purpose of any general meeting of the Company or Keronite Limited relating to the exchange of shares

contemplated by this Agreement and to attend and vote or otherwise take part in all meetings held in connection with the Company and Keronite Limited;

- 9.1.2 to enter into all deeds and documents as the Company shall in its absolute discretion consider to be necessary or desirable in order to implement the transactions contemplated by this Agreement.
 - 9.1.3 to appoint the Company or its nominee to be that Shareholder's attorney to exercise on its behalf rights in respect of the Exchange Shares following the exchange of shares pursuant to this Agreement;
 - 9.1.4 to do all such other acts and things as the Attorney shall in its absolute discretion consider to be necessary or desirable in connection with the exchange of shares pursuant to the Agreement;
 - 9.1.5 to convene an extraordinary general meeting of the Company on short notice to:
 - 9.1.5.1 re-register the Company as a public limited company; and
 - 9.1.5.2 following the re-registration referred to above, to change the name of the Company to "Keronite plc" (or such other name as may, in the reasonable opinion of the directors of the Company, be desirable); and
 - 9.1.6 to vote in favour of such resolutions as are reasonably necessary to effect the matters set out in **clause 9.1.5** above.
- 9.2 Each Shareholder agrees that this power of attorney is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until this Agreement lapses, is terminated, or the date falling 3 months after the date of this Agreement (whichever is the earlier).

10. NO TERMINATION

The Shareholders and the Company agree that none of them will have any right to rescind or terminate (and will not purport to rescind or terminate) this Agreement or any of their respective obligations under this Agreement or vary or not complete any of the documents referred to in **clause 4**.

11. **GENERAL**

- 11.1 Each party will use its reasonable endeavours to do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Agreement and to satisfy the Condition.
- 11.2 This Agreement may be executed in any number of counterparts and by the Company and each of the Shareholders on separate counterparts, each of which so executed and delivered will be an original, but all counterparts together will constitute one and the same agreement.
- 11.3 This Agreement shall be a binding agreement with binding rights and obligations as between those of the Shareholders who have executed it but shall not be binding on any of such Shareholders who have not executed this Agreement.
- 11.4 This Agreement will be governed by and construed in accordance with English Law. The courts of England will have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and the parties agree to submit to that jurisdiction.

THIS AGREEMENT is executed as a deed and is delivered on the date stated at the beginning of this Agreement.

SCHEDULE 1

The Shareholders

(1) Name and Address	(2) Exchange Shares	(3) Company Shares
Alastair Altham April Cottage, Park Lane, Twyford, Winchester, Hampshire SQ21 1QS	265,764	265,764
Caroline Altham Valley Farm, London Road, Balsham, Cambridge CB1 6HH	86,249	86,249
Richard Altham Middle Farm Barn, Southorpe, Stamford PE9 3BX	208,255	208,255
Robert Altham Valley Farm, London Road, Balsham, Cambridge CB1 6HH	3,631,215	3,631,215
Rowena Altham North St House, Ilminster, Somerset TA19 0DG	44,434	44,434
A B Badenoch 77 Addison Road, London W14 8EB	1,348,771	1,348,771
M Badenoch 77 Addison Road, London W14 8EB	1,348,771	1,348,771
Edward Bonham-Carter 7 Laurel Road, London SW13 0EE	165	165
Ross Brown 359N West Street, No 338, Indianapolis IN46202 USA	76,862	76,862
Joseph Byrne 6 Forge End, Stapleford, Cambridge CB2 5BN	6,862	6,862
Raymond Davis 44 Radcliffe Road, Croydon, Surrey CR0 5QF	67,930	67,930
Alexander D'Janoeff Flat 11, Cadogan Court, Draycott Avenue, London SW3 3BX	28,331	28,331
Harriet Duckworth Ripley House, 8 Burts Lane, Long Crendon, Buckinghamshire HP18 9AJ	50,000	50,000

Oleg Dunkin 34 Granta Road, Sawston, Cambridge CB2 4HT	1,862	1,862
Karen Ellison Lilybrook' Shinehill Lane, South Littleton, Evesham, Worcestershire WR11 8TP	2,000	2,000
John England The Coach House, Cound, Shrewsbury, Shropshire SY5 6EW	86,249	86,249
Patrick Evershed 24 Cambridge Street, London SW1V 4QH	300,000	300,000
Pamela Fairbairns Ludwell Farm, Hook Lane, West Hoathly, West Sussex RH19 4PX	265,099	265,099
Robert Fellowes 26 Bury Road, Newmarket, Suffolk CB8 7BT	11,580	11,580
Sarah Fellowes 26 Bury Road, Newmarket, Suffolk CB8 7BT	11,580	11,580
Flintstone Management Services Limited PO Box 903, 52 Mount Pleasant, Liverpool L69 3FT	6,047,029	6,047,029
Boyce Equities Limited The Old Stables, Rous Road, Newmarket CB8 8DH	606,492	606,492
Veryan Gould West Dean Farmhouse, Cranmore, Shepton Mallet, Somerset BA4 4RY	86,250	86,250
Martyn Green Ripley House, 8 Burts Lane, Long Crendon, Buckinghamshire HP18 9AJ	50,000	50,000
Greenwood Nominees Limited 20 Moorgate, London EC2R 6DA	177,036	177,036
Nicholas Kuenssberg c/o Horizon Co-Invest 6 Cleveden Drive, Glasgow G12 0SE	592,687	592,687
Richard Howarth 1 Aspley Road, London SW18 2DB	282,400	282,400

Stephen Hutchins 92 High Street, Earith, Cambridgeshire PE28 3PN	55,585	55,585
Charles Hutson 13 Harberton Road, Highgate, London N19 3JS	129,840	129,840
Dr Gleb Ivanov Violet Bank, Old Boars Hill, Oxford OX1 5JQ	1,732	1,732
JRA Aerospace & Technology Limited Ryecroft, Copse Lane, Jordans, Buckinghamshire HP9 2TA	126	126
Jupiter Primadona Growth Trust plc 1 Grosvenor Place, London SW1X 7JJ (send documents to Richard Pavry)	580	580
Lloyd Henry 107 St James' Drive, London SW17 7RP	410	410
Philip Lund Hollymead, School Lane, Normanton le Heath, Leicester LE67 2TH	4,965	4,965
Christopher Mallett 61 Lancaster Mews, London W2 3QG	24,801	24,801
Benjamin Mingay 8 Lord North Street, London SW1P 3LA	58,499	58,499
Mirenwest Limited One Citadel Place, Tinworth Street, London SE11 5EF	23,061,374	23,061,374
Graham Morgan 42 Carter Street, Fordham, Ely, Cambridgeshire CB7 5NG	1,000	1,000
Richard Naylor Flat 4, 4 Redcliffe Street, London SW10 9DS	642,534	642,534
Ibnay Oozeerally 45 Manor Close, Kingsbury, London NW9 9HD	41,799	41,799
Orchard Lake Inc Box 44, 20 New Street, St Peters Port, Guernsey GY1 3BG Channel Islands	4,053,807	4,053,807
Adrian Paterson 7 Chantrey Road, London SW9 9TD	118,523	118,523

Graham Peel 8 Oaklands Drive, Cringleford, Norwich, Norfolk NR4 7SA	8,440	8,440
Philip Remnant Ham Farm House, Baughurst, Basingstoke, Hampshire RG26 5SD	58,444	58,444
H D B Ridgwell 27 Dundonald Road, London NW10 3HP	15	15
Fiona M Robson Holford House, Haywards Heath Road, North Chailey, East Sussex BN8 4DT	8	8
Victor Samsanov 22 Hayfield Avenue, Sawston, Cambridge CB2 4JZ	2,482	2,482
Dr Pavel Shashkov 2 Fairfield Way, Linton, Cambridge CB1 6YP	9,614	9,614
Dr Alexander Shatrov Ul. Narofominskaya, D. 13 KV 27, Moscow, Russian Federation 119619	6,259	6,259
Gillian Sheldon 39 Englewood Road, London SW12 9PA	30,111	30,111
Jonathan Shepherd The Farmhouse, Strettington, Chichester, West Sussex PO18 0LA	33,903	33,903
Robert Shepherd The Farmhouse, Strettington, Chichester, West Sussex PO18 0LA	33,903	33,903
Shousen Corporation c/o Arias Fabrega & Fabrega, Edificio Plaza 2000, 16th Floor, 50th & 53rd Streets, Apartado 6307, Panama 5, Republic of Panama	2,706,296	2,706,296
Ian Stevenson 2 Goodalls Grove, Evesham, Worcestershire WR11 4NN	80,421	80,421
Stephanie Stevenson 2 Goodalls Grove, Evesham, Worcestershire WR11 4NN	1,807	1,807
Ann Stott Silver Birches, Chelmick Drive, Church Stretton,	13,042	13,042

Shropshire SY6 7BP

Amanda Thorneycroft 18 Great Groves, Goffs Oak, Hertfordshire EN7 6SX	100,000	100,000
Hugo Upton Park Farm, Herringswell, Bury St Edmunds, Suffolk IP28 6SR	557,144	557,144
Sergey Usov 26 Kelsey Crescent, Cherry Hinton, Cambridge CB1 9XT	3,030	3,030
David Veasey Cinder Farm, North Chailey, Sussex, BN8 4HR	87,410	87,410
David Veasey & Thomas Veasey Cinder Farm, North Chailey, Sussex, BN8 4HR	119,188	119,188
Felicity Veasey Cinder Farm, North Chailey, Sussex, BN8 4HR	55,076	55,076
Sherard Veasey 21 Jalan Merlimau, Singapore 308711	2,120	2,120
Thomas Veasey & David Veasey Gosmore Cross, Newlands Lane, Hitchin, Hertfordshire SG4 9BD	43,748	43,748
Peter Wallin 50 Moorcroft Gardens, Walkwood, Redditch B97 5WG	20,000	20,000
Sarah Westropp Higher Farmhouse, Shepton Montague, Nr Wincanton, Somerset BA9 8JJ	86,250	86,250
Anne Wilde The Manor House, Warton Lane, Austrey, Warwickshire CV9 3EJ	155,708	155,708
Serena Woodward Cinder Rough, Cornwells Bank, North Chailey, Sussex BN9 4RH	10,691	10,691
Amy Wright 25 Ditton Lane, Cambridge CB5 8SP	621	621
Dr Yuri Zhuk 10 Hurdeswell, Long Hanborough, Witney, Oxon	1,174	1,174

OX29 8DH

TOTALS

48,106,188

48,106,188

EXECUTED AS A DEED by)
ALASTAIR ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
CAROLINE ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

) Louise Altham
)
) Ch. m. ALTHAM


V.J. SANTRY

Ash House
Brinkley Rd
Weston Colville, Cambs. CB1 5PA.

EXECUTED AS A DEED by)
RICHARD ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
ROBERT ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

EXECUTED AS A DEED by)
ALASTAIR ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
CAROLINE ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
RICHARD ALTHAM)
in the presence of:)

Robert Altham
EXECUTOR

Witness signature:

Name: *V.J. SANTRY*

Address: *Ash House, Brinkley Rd,
Weston Colville, CAMBS CB1 5PA.*

Occupation: *Housewife.*

EXECUTED AS A DEED by)
ROBERT ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

EXECUTED AS A DEED by)
ALASTAIR ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
CAROLINE ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
RICHARD ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

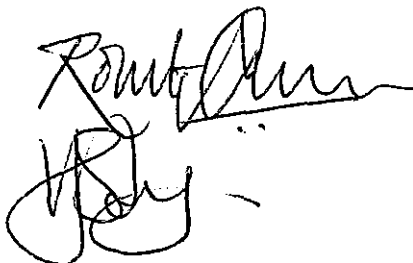
Occupation:

EXECUTED AS A DEED by)
ROBERT ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:



V.J. SANTRY.

Ash House
Brinkley Rd
Weston Colville

CAMBS

15 CBI SPA.

Housewife.

Occupation:

EXECUTED AS A DEED by
ROWENA ALTHAM
in the presence of:

)
)
)

RETIRED

Rowena Altham

Witness signature:

[Signature]

Name:

CE HOOSTON

Address:

The Old Barn, Allowayhay Somerset TA17 8TB

Occupation:

EXECUTED AS A DEED by
A BADENOCK
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
M BADENOCK
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
EDWARD BONHAM-CARTER
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
ROWENA ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
A. B. BADENOCH)
in the presence of:)



Witness signature:



Name:

Sarah Russell

Address:

105-109 Strand
WC2R 0AA

Occupation: Head of Administration

EXECUTED AS A DEED by)
M BADENOCH)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
EDWARD BONHAM-CARTER)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
ROWENA ALTHAM)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
A BADENOCH)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
M. D. BADENOCH)
in the presence of:)

MD Badnoch

Witness signature:

Name:

Address:

Russell
Sarah Russell
105-109 Strand
WC2R 0AA

Occupation: *Head of Administration*

EXECUTED AS A DEED by)
EDWARD BONHAM-CARTER)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

**EXECUTED AS A DEED by
ROSS BROWN**

in the presence of:

R Brown
) MIKE LAND

Witness signature:

Name:

Mike Mike Land
Address: 1758 W. 100 N
FRANCIS, IN USA

Occupation: *MKTg. Manager*

EXECUTED AS A DEED by

JOSEPH BYRNE

in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by

RAYMOND DAVIS

in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by

ALEXANDER D'JANOEFF

in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
HARRIET DUCKWORTH)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
OLEG DUNKIN)
in the presence of:)

Witness signature:

Name:

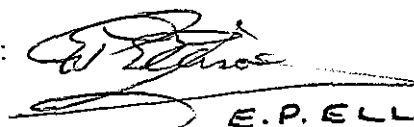
Address:

Occupation:

EXECUTED AS A DEED by)
KAREN ELLISON) = *qEllin*
in the presence of:)

Witness signature:

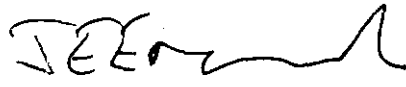
Name:


E.P. ELLISON

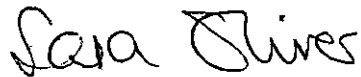
Address: *30, HAMILTON ROAD, EVESHAM, WORCS WR11 2XE.*

Occupation: *Retired.*

EXECUTED AS A DEED by
JOHN ENGLAND
in the presence of:

)
) 
)

Witness signature:



Name:

MRS. SARA ISABELLA OLIVER

Address:

POLEMERE COTTAGE
YOCKLETON

Occupation:

STRENSBURY SUS 9PX
SELF-EMPLOYED.

EXECUTED AS A DEED by
PATRICK EVERSHERD
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
PAMELA FAIRBAIRNS
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
ROBERT FELLOWES
in the presence of:

)
)
)

Witness signature:

Name:

Address:

EXECUTED AS A DEED by)
JOHN ENGLAND)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
PATRICK EVERSLED)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
PAMELA FAIRBAIRNS)
in the presence of:)

P. J. Fairbanks

Witness signature: E. Thorpe

Name: ENA THORPE

Address: PENARTH COPYHORNE BANK
COPYHORNE W. SUSSEX
RH10 3RE

Occupation: Housewife

EXECUTED AS A DEED by)
ROBERT FELLOWES)
in the presence of:)

Witness signature:

Name:

Address:

EXECUTED AS A DEED by)
JOHN ENGLAND)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
PATRICK EVERSHERD)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
PAMELA FAIRBAIRNS)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
ROBERT FELLOWES)
in the presence of:)

Witness signature:

Larry Grimster
Name: LARRY GRIMSTER
Address:

14, MALVERN close
Newmarket

Robert Fellowes

Occupation:

EXECUTED AS A DEED by
SARAH FELLOWES
in the presence of:

)
) Sarah Fellowes
)

Witness signature:

Name: L. Ruby Grimsler

Address: 21 Ruby Grimsler

14, 91 ALVERN CLON

Occupation: NEW MARKET

HOUSE KEEPER

EXECUTED AS A DEED by)
FLINTSTONE MANAGEMENT)
SERVICES LIMITED)
acting by:)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by)
GAG 143 LIMITED)
acting by:)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by)
VERYAN GOULD)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

Occupation:

EXECUTED AS A DEED by)
SARAH FELLOWES)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
FLINTSTONE MANAGEMENT)
SERVICES LIMITED)
acting by:)



.....
Director



.....
Director/Secretary

EXECUTED AS A DEED by)
GAG 143 LIMITED)
acting by:)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by)
VERYAN GOULD)
in the presence of:)

Witness signature:

Name:

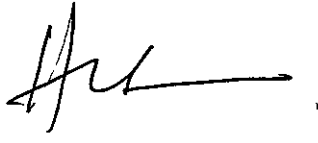
Address:

Occupation:

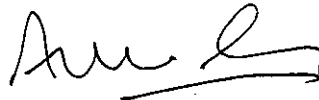
Address:

Occupation:

EXECUTED AS A DEED by
HARRIET DUCKWORTH
in the presence of:

)
) 
)

Witness signature:



Name:

M P GREEN

Address:

8 DUNSCANE, LONG CRANDON, DUCKS

Occupation:

COMPANY DIRECTOR

EXECUTED AS A DEED by
OLEG DUNKIN
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
KAREN ELLISON
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

Occupation:

EXECUTED AS A DEED by)
SERGEY USOV)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
DAVID VEASEY (in his capacity both)
as a sole holder of Exchange Shares and)
as joint holder with Thomas Veasey))
in the presence of:)

D. J. Veasey

Witness signature:

Name: *R. SILVESTER*

Address: *41 Inglewood Road
Darnhurst, Kent*

Occupation: *Stockbroker*

EXECUTED AS A DEED by)
FELICITY VEASEY)
in the presence of:)

F. A. Veasey

Witness signature:

Name:

Address:

Occupation:

T. Blackhurst

T. BLACKHURST

*9 GRADWELL END
SOUTH CHAILEY SX.*

HOUSEWIFE

EXECUTED AS A DEED by)
SHARARD VEASEY)
in the presence of:)

Witness signature:

Name:

Address:

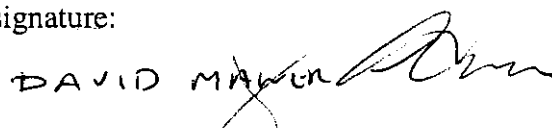
Occupation:

EXECUTED AS A DEED by)
THOMAS VEASEY (in his capacity both)
as a sole holder of Exchange Shares and)
as joint holder with David Veasey))
in the presence of:)



Witness signature:

Name:



Address: 22 MILL LANE, BOSMORE, HITCHIN
HERTS SG4 7RL

Occupation: TECHNICAL AUTHOR

EXECUTED AS A DEED by)
PETER WALLIN)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
SARAH WESTROPP)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)

ANNE WILDE
in the presence of:

)
)

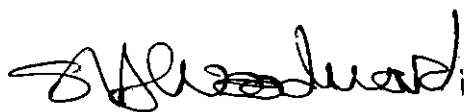
Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
SERENA WOODWARD
in the presence of:

)
)
)


Witness signature:



Name:

MONICA ALFORD-RANSON

Address:

1 IVASEBY COTTAGE
FLETCHING
UCKFIELD E.SUSSEX TN22 3TB

Occupation:

HOUSEWIFE

EXECUTED AS A DEED by
AMY WRIGHT
in the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by
DR. YURI ZHUK
in the presence of:

)
)
)

Witness signature:

Name:

Address:

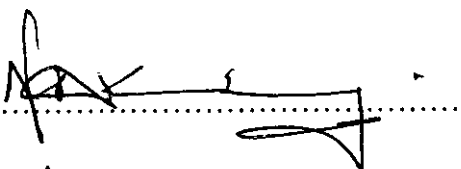
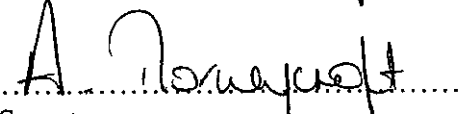
Occupation:

EXECUTED AS A DEED by
KERONITE HOLDINGS LIMITED
acting by:

)
)
)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by
KERONITE LIMITED
acting by:

)
)
)

.....
Director

.....
Director/Secretary

