

**SURECLEAN LIMITED**

Registered in Scotland No SC185760  
("the Company")

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WRITTEN RESOLUTIONS of the MEMBERS of the Company passed  
pursuant to Chapter 2 of Part 13 of the Companies Act 2006

*8 September* 2008

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("the Act"), the Directors of the Company propose that the following resolution is passed as a Special Resolution as if passed by the Company in General Meeting, namely

"That the minute of variation of own share purchase agreement proposed to be made between the Company and Xanthas Limited ("Minute of Variation") for the purchase by the Company of 16,666 B Ordinary shares of £1 00 each all fully paid in the capital of the Company upon the terms of the Minute of Variation, a copy of which has been provided to each Member is hereby authorised and approved and that any director is hereby authorised to subscribe the same for and on behalf of the Company"

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned members of the Company, being all the members entitled to vote on the above resolution on *08/09/* 2008, hereby irrevocably agree to the Special Resolution

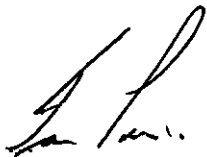
*John M. Barron*

John Barron

Date

*8th September* 2008





Ian Pirie

Date

08/09/08

2008



Alan Stewart

Date

8<sup>th</sup> Sep.

2008

#### NOTES

1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Ledingham Chalmers LLP, Johnstone House, 52 54 Rose Street, Aberdeen, AB10 1HA (marked "For the attention of Mr Peter Murray"),
- **Post** returning the signed copy by post to Ledingham Chalmers LLP, Johnstone House, 52 54 Rose Street, Aberdeen, AB10 1HA (marked "For the attention of Mr Peter Murray"),
- **Fax** faxing the signed copy to 01224 408404 marked "For the attention of Mr Peter Murray"

If you do not agree to the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the resolution, you may not revoke your agreement

3 Unless, by *29 September* 2008, sufficient agreement has been received for the resolution to pass, it will lapse If you agree to the resolution, please ensure that your agreement reaches us before or during this date

AS, JMB

**MINUTE OF VARIATION OF  
OWN SHARE PURCHASE AGREEMENT**

**between**

**Sureclean Limited**

**and**

**Xanthas Limited**

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**Variation of Own Share Purchase Agreement dated**

**6 March 2007**

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ledingham|chalmers<sub>LLP</sub>

Johnstone House, 52 54 Rose Street, Aberdeen  
LP 39 DX AB 15  
Reference PMU/SSM/2008

## **MINUTE OF VARIATION OF OWN SHARE PURCHASE AGREEMENT**

Between

**SURECLEAN LIMITED**, a company incorporated in Scotland (Registered Number SC185760) and having its registered office at Johnstone House, 52 54 Rose Street, Aberdeen ("the Company")

and

**XANTHAS LIMITED** (formerly HMS (635) Limited), a company incorporated in Scotland (Registered Number SC291642) and having its registered office at 229 Queen's Road, Aberdeen, AB15 8DL ("the Seller")

### **INTRODUCTION**

(A) Whereas the Company and the Seller entered into an Own Share Purchase Agreement on 6 March 2007 ("the Original Agreement"),

(B) The Company and the Seller have agreed to vary the terms of the Original Agreement on the terms and conditions of this Agreement

**IT IS THEREFORE HEREBY AGREED AS FOLLOWS**

#### **1 DEFINITIONS**

1.1 In this Agreement the following word has the following meaning unless the context otherwise requires

"the Seller's Account"	means the account with The Royal Bank of Scotland plc having Account No 10270823 and Sort Code 83 23 10
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1 2 Words and expressions defined in the Original Agreement shall, unless the context otherwise requires, have the same meanings in this Agreement

1 3 The headings to this Agreement are for ease of reference only and shall not be used in the interpretation of this Agreement

1 3 References to any statutory provisions shall be deemed to include any amendment or re enactment thereof, and any statutory instrument or order made pursuant thereto, for the time being in force

## 2 VARIATION OF OWN SHARE PURCHASE AGREEMENT

2 1 Save to the extent specifically varied hereby, the Original Agreement shall remain in full force and effect

2 2 The Company and the Seller agree as follows all with effect from the date hereof

2 2 1 References to 31 June 2009 in the Original Agreement shall be deemed to be a reference to 8 September 2008 ("the New Third Tranche Completion Date"),

2 2 2 For the purpose of the sale and purchase of the third tranche of Sale Shares, the Additional Consideration shall be deemed to be £2 per share and, as such, for the purpose of the third tranche of Sale Shares, Additional Consideration shall not be calculated in accordance with Schedule Part 2 of the Original Agreement,

2 2 3 References to the Seller's Solicitor's Account in the Original Agreement shall be deemed to be a reference to the Seller's Account,

2 2 4 For the purpose of the sale and purchase of the third tranche of Sale Shares, clause 4 of the Original Agreement shall not apply, and

2 2 5 Clause 11 of the Original Agreement shall cease to have effect

- 2 3 For the avoidance of doubt, the parties agree that the third tranche of Sale Shares shall (subject to the Company having sufficient distributable profits within the meaning of section 181(a) of the Companies Act 1985 to enable it to make payment on the New Third Tranche Completion Date of the aforementioned consideration) be sold by the Seller and purchased by the Company for £99,996 on the New Third Tranche Completion Date

### 3 THIRD PARTY RIGHTS

No provision of this Agreement is intended for the benefit of any third party

### 4 CONTRACT (SCOTLAND) ACT

The parties acknowledge by their execution hereof for the purpose of section 1(3) of the Contract (Scotland) Act 1997 that

- (a) this Agreement has not been entered into in reliance upon any representation made which is not embodied in this Agreement, and
- (b) no representation, warranty or undertaking of any description in respect of the subject matter of this Agreement is given in this Agreement save insofar (if at all) as expressly stated in this Agreement

### 5 VARIATIONS

Except insofar as otherwise provided herein, no variation of this Agreement shall be effective unless in writing and executed by all of the parties

### 6 INVALIDITY

- 6 1 Each of the clauses and provisions of this Agreement are severable If any such

clause or provision is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining clauses and provisions of this Agreement shall not in any way be affected or impaired thereby and each of the clauses and provisions of this Agreement will be valid, legal and enforceable to the fullest extent permitted by law

- 6 2 In the event of a clause or provision being declared invalid, unenforceable or illegal but the provision or clause would be valid, enforceable or legal if some part of it were deleted, if possible, the provision or clause shall apply with whatever modification is necessary to give effect to the commercial intentions of the parties

7 INCORPORATED TERMS

The parties agree that in the event that any provision is incorporated into this Agreement by compulsory legislation, that legislation will apply only to the extent required by law and additional related or ancillary provisions of such legislation which are optional will be deemed to have been excluded by both parties

8 ADDITIONAL DOCUMENTS

The parties agree to forthwith execute such documents and take such actions as are reasonably necessary to implement the terms of this Agreement

9 GOVERNING LAW

This Agreement and the Original Agreement shall be governed in all respects by Scots law and the parties submit to the non exclusive jurisdiction of Aberdeen Sheriff Court and the Court of Session

IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages are subscribed as follows

For and on behalf of Sureclean Limited

Witness

Director

Full Name

Address

Date

Place of Signing

For and on behalf of Xanthas Limited

Witness

Director

Full Name

Address

Date

Place of Signing