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If you have sold or transferred all your registered holding of Ordinary Shares in Key Technologies plc, please forward this document and the accompanying Form of Proxy and Application Form to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. If you have sold or transferred part of your registered holding of Ordinary Shares, you are advised to consult your stockbroker, bank or other agent through whom the sale or transfer was effected.

The Directors, whose names appear on page 3 of this document, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

KEY TECHNOLOGIES PLC

(Incorporated and registered in England and Wales with registered number 6515775)

Proposed Acquisition of the business and assets of Primetake Limited

Proposed issue of Loan Notes

Notice of General Meeting

Your attention is drawn to the letter from the Chairman of the Company on page 3 of this document which explains the background to and the reasons for the Acquisition, provides information in relation to the Loan Notes and recommends you vote in favour of the Resolutions to be proposed at the General Meeting.

Notice convening a General Meeting of Key Technologies plc, to be held at the offices of the Company at Doulton Road, Cradley Heath, West Midlands, B64 5QB at 9.00 am on 8 June 2010 is set out at the end of this document. To be valid, the enclosed Form of Proxy for use at the General Meeting must be completed and returned to the Company Secretary, Trevor Middleton, so as to be received at the registered office of the Company (C/o GIL Investments Limited, 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP) as soon as possible but in any event not later than 9.00 am on 6 June 2010, or 48 hours before the time appointed for any adjourned meeting. The completion and return of a Form of Proxy will not preclude you from attending, speaking and voting at the General Meeting should you wish to do so.

An Application Form for use in connection with the proposed issue of Loan Notes is enclosed with this document. Shareholders who wish to apply for Loan Notes should complete the Application Form in accordance with the instructions printed thereon and return it, together with the appropriate remittance, by post or by hand (during normal business hours) to the Company Secretary, Trevor Middleton, so as to be received at the registered office of the Company (C/o GIL Investments Limited, 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP) as soon as possible but in any event not later than 5.00 pm on 1 June 2010, being the latest date for submitting applications to participate in the Loan Notes Issue. No application will be made to Investbx or to any other investment exchange for any of the Loan Notes to be admitted to trading.

Copies of this document and the accompanying documents will be available free of charge until 8 June 2010 at the registered office of the Company at 5 The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP during normal business hours (Saturdays, Sundays and public holidays excepted). The distribution of this document outside the United Kingdom may be restricted by law and therefore persons into whose possession the document comes should inform themselves about and observe any such restriction.

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Forward Looking Statements and Unaudited Financial Information

This document contains forward-looking statements and unaudited financial information. These statements relate to the Company's future prospects, developments and business strategies. Forward-looking statements are identified by their use of terms and phrases such as "believe", "could", "envisage", "estimate", "intend", "may", "plan", "will" or the negatives of those, variations or comparable expressions, including references to assumptions. The forward-looking statements in this document are based on current expectations and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements. Given these risks and uncertainties, reliance should not be placed on any forward-looking statements. The unaudited financial information relates to Primetake. Until such information has been audited it is subject to change.

Expected Timetable of Principal Events

Date of this document	17 May 2010
Record Date	17 May 2010
Latest time and date for receipt of Application Forms	5.00 pm on 1 June 2010
Latest time and date for receipt of Forms of Proxy	9.00 am on 6 June 2010
General Meeting	9.00 am on 8 June 2010
Issue of Loan Note Certificates	11 June 2010
Completion of Acquisition	on or before 30 June 2010

Notes:

- (i) If any of the above times and/or dates change, the revised times and/or dates will be notified to Shareholders by an announcement through a regulatory information service recognised by Investbx.
- (ii) The Acquisition requires the approval of not less than 50 per cent. of the votes cast by Shareholders at the General Meeting. The Acquisition will become effective not later than 3 business days after the satisfaction of the conditions (which include the passing of the Resolutions) set out in the Acquisition Agreement. The long stop date for completion of the Acquisition is 30 June 2010, but the Acquisition will become effective if the conditions are satisfied before that date.
- (iii) Resolutions to implement the conversion rights attached to the Loan Notes require the approval of not less than 75 per cent. of the votes cast by Shareholders at the General Meeting. Certificates for the Loan Notes will be issued to participating Shareholders on 11 June 2010.

DEFINITIONS

The following definitions apply throughout this document unless the context otherwise requires:

“Acquisition”	the acquisition by Ensco 781 of the business and assets of Primetake pursuant to the Acquisition Agreement;
“Acquisition Agreement”	the agreement dated 14 May 2010 between Primetake (1), EL Burke (2), Ensco 781 (3) and the Company (4);
“Act”	the Companies Act 2006;
“Admission”	the admission of the Ordinary Shares to trading on Investbx on 5 November 2008;
“Application Form”	the personalised application form on which Shareholders may apply for Loan Notes;
“Barclays”	Barclays Bank PLC;
“Board” or “Directors”	the directors of the Company;
“Company”	Key Technologies Plc;
“Enlarged Share Capital”	the issued share capital of the Company as at the date of this document plus the number of Ordinary Shares issued on conversion of the Loan Notes into Ordinary Shares, assuming all Loan Notes are converted but excluding any Ordinary Shares issued between the date of this document and the date of such conversion;
“Ensco 781”	Ensco 781 Limited (Company number 7173439);
“Form of Proxy”	the form of proxy for use in relation to the General Meeting which accompanies this document;
“General Meeting Notice”	the notice convening the General Meeting which is set out at the end of this document;
“General Meeting”	the general meeting of the Company to approve the Acquisition and the implementation of the conversion rights attached to the Loan Notes, which will be held at the offices of the Company at Doulton Road, Cradley Heath, West Midlands, B64 5QB at 9.00 am on 8 June 2010;
“Group”	the Company and the Subsidiaries;
“Grove”	Grove Industries Limited;
“Investbx”	Investbx Limited which operates the Investbx online new issues and share trading portal for Investbx traded companies;
“Issue Price”	£0.20 per Loan Note;
“Loan Notes”	the £1,476,686.20 fixed rate 7% unsecured convertible loan notes 2014 of £0.20 each to be issued by the Company;
“Loan Notes Issue”	the invitation by the Company to Shareholders inviting them to subscribe for their allocation of the Loan Notes on the terms and conditions set out in this document and the Application Form;

“London Stock Exchange”	the London Stock Exchange plc;
“Ordinary Shares”	ordinary shares of £0.01 each in the capital of the Company;
“Primetake”	Primetake Limited (Company number 2594678);
“Primetake Business”	the business of the design, manufacture and supply of pyrotechnics and specialised munitions as carried on by Primetake;
“Record Date”	the record date for the Loan Notes Issue, being 17 May 2010;
“Resolutions”	the resolutions set out in the General Meeting Notice;
“Shareholders”	holders of Ordinary Shares in the Company;
“Sharemark”	the share trading facility operated by The Share Centre;
“STS Defence”	STS Defence Limited (Company number 3193298);
“STS International”	STS International Limited (Company number 4834424);
“STS Motors”	STS Motors Limited (Company number 3100755);
“STS Rail”	STS Rail Limited (formerly STS Signals Limited) (Company number 3280530);
“STS Switchgear”	STS Switchgear Limited (Company number 3193301);
“Subsidiaries”	the subsidiaries of the Company, being Ensco 781, STS Defence, STS International, STS Motors, STS Rail and STS Switchgear;
“The Share Centre”	The Share Centre Limited; and
“Underwriting Agreement”	the agreement dated 14 May 2010 between the Company (1) and Grove (2).

Part I

Letter From the Chairman of Key Technologies Plc

(Incorporated and registered in England and Wales with registered number 6515775)

Directors:

David Leslie Grove (Non-Executive Chairman)
Peter David Miller (Chief Executive Officer)
Kevin Hilton (Finance Director)
Trevor Middleton (Development Director)
Christopher Rowe (Non-Executive Director)

Registered Office:

5, The Courtyard
Timothy's Bridge Road
Stratford upon Avon
Warwickshire
CV37 9NP

17 May 2010

To: Shareholders and, for information only, to holders of options over Ordinary Shares

Dear Shareholder

**Proposed Acquisition
Proposed issue of Loan Notes
Notice of General Meeting**

The Board has today announced a proposal to acquire the business and assets of Primetake and the issue of convertible loan notes by the Company.

The Acquisition is subject to Shareholder approval, which is being sought at the General Meeting.

1. The Acquisition

Background

At the time of Admission, the Directors stated their intention to continue to grow the Group both organically and by acquisition and that Heads of Agreement had been entered into with a company which manufactures niche products for the defence and security sectors. The company is Primetake.

Primetake is a specialist developer and manufacturer of bird scaring cartridges to help with bird dispersal for areas such as airports. Primetake also produces an extensive range of secure storage cabinets and armouries used by the United Kingdom armed forces and police and prison service and international homeland security and defence customers. In addition, Primetake provides other specialist ammunition and products for its customers.

On the basis of Primetake's unaudited financial statements for the 18 months to 31 October 2009, Primetake achieved an underlying profit before interest and taxation of £5.8 million on turnover of £17.2 million in the period. The unaudited pro-forma trading period of 12 months to 31 October 2009 shows a profit before interest and taxation of £2.8 million on turnover of £11.4 million. The net assets of Primetake to be acquired if the acquisition had been undertaken at 31 October 2009 were £4.2 million.

Reasons

The Directors believe the Group should acquire the Primetake Business for the following reasons:

- the Acquisition will result in a further significant increase in the Group's turnover in the defence sector. Primetake has grown a strong international customer base which is capable of significant further expansion and will help to accelerate the Group's existing international business.

- the Directors believe that by acquiring suitable businesses whose core business is in the defence and/or rail sectors, an increase in shareholder value can be achieved.
- the Directors believe that Primetake's profitability, performance and its value to the Shareholders can be increased by the application of the approach that has worked very successfully with the Group's businesses since their acquisition in 2004:
 - a focus on products and/or sectors where it can be successful and the development of its niche markets;
 - targeted investment in market development, product development and process improvement, leading to growth in sales and profit, particularly in export markets; and
 - a professional approach to management, whilst decentralising decision-making to local management, incentivised to develop profits through agility to meet customers' requirements and by taking decisive action to address business opportunities.
- the Directors have undertaken due diligence over a prolonged period during which Primetake's original forecasts have been met and exceeded. The Company has been permitted wide access to the Primetake Business and the Group's Chief Executive, David Miller, has spent a considerable amount of time working alongside Primetake's employees and management.

Acquisition Agreement

The Acquisition Agreement was entered into on 14 May 2010. The key terms of the Acquisition Agreement are as follows:

- Ensco 781 will acquire the goodwill, fixed and moveable assets, stock, work in progress, book debts, the benefit of various contracts, intellectual property and shall assume certain trade creditors;
- the Acquisition Agreement is conditional upon:
 - the approval of Shareholders as set out in the Resolution numbered 1 in the General Meeting Notice at the General Meeting;
 - Barclays advancing funds under the facilities referred to below;
 - the novation of certain material contracts and operating licences from Primetake to Ensco 781 and there having been no material breach of warranty, material adverse change or breach of covenant relative to the operation of the business of Primetake in the period between exchange and completion of the Acquisition Agreement. The Acquisition Agreement provides that a matter is considered to be material if the cost to Ensco 781 to remedy it would be £250,000 or more and also includes circumstances in which 10 per cent. or more of the customers or suppliers of Primetake refuse to continue to trade with Primetake or Ensco 781; and
 - the passing of the other Resolutions set out in the General Meeting Notice;

all of which are expected to be satisfied on or before the date of the General Meeting, but if not, by no later than 30 June 2010. Completion of the Acquisition will take place not later than 3 business days after the satisfaction of the conditions;

- the consideration payable (which is subject to adjustment in accordance with the Acquisition Agreement) is up to £15,443,629, to be determined and satisfied as follows:
 - initial consideration of £10.5 million which may be adjusted (upwards or downwards) by reference to the working capital of the business of Primetake as at completion;
 - deferred consideration of £2,943,629, payable quarterly over a period of up to 10 years. Under current tax legislation, this amount will progressively be recovered from HM Revenue & Customs through reduced corporation tax relating to amortisation of goodwill; and
 - earn out consideration of up to £2 million, being 70 per cent. of the amount by which earnings before interest and tax of the Primetake Business exceed £3.5 million per annum for each of the years ending 30 June 2011, 30 June 2012 and 30 June 2013;
- the Acquisition Agreement includes warranties relating to the principal aspects of the Primetake Business acquired including Primetake's accounts and management accounts; its intellectual property and contracts; taxation; litigation; employees (who will transfer to Ensco 781 under the Transfer of Undertakings (Protection of Employment) Regulations 2006) and environmental matters;
- the Acquisition Agreement provides for the payment of a fee of £200,000 which will be payable to Primetake in the event that the Acquisition Agreement is not completed due to the failure of Barclays to advance funds. However this fee will not be payable if the reasons for the failure are outside the control of Ensco 781;
- the Company acts as the guarantor of the obligations of Ensco 781 under the Acquisition Agreement;
- Edmund Leslie Burke, who has been the Managing Director of Primetake since its formation, will, pursuant to a consultancy agreement to be entered into with Ensco 781 in connection with the Acquisition, continue to be available to the Company full-time until October 2010 and part time, as required, thereafter; and
- on completion of the Acquisition, Ensco 781 will enter into a lease relating to the premises from which the Primetake Business is carried on.

Funding

The Initial Consideration due to Primetake on completion of the Acquisition and related costs in connection with the Acquisition will be satisfied by using funds raised on Admission and the following new funding:

- £10 million being part of the facility provided to the Company by Barclays. The financing provided by Barclays (further details of which are set out in paragraph 3 below) is as follows:
 - a new £6 million term loan maturing in three years repayable quarterly from June 2010 as follows: £250,000 June 2010, £1.5 million in the financial year ending in 2011, £2 million in the financial year ending in 2012 and £2.25 million in the financial year ending in 2013;
 - a £1.5 million term loan repayable in 4 years time; and
 - a £2.5 million revolving credit facility, reducing to £1.875 million on 30 September 2013, £1.25 million on 30 January 2014 and

£625,000 on 31 March 2014, (that is, fully repayable in 4 years time); and

- additional funding of approximately £1.5 million by way of the issue of the Loan Notes to Shareholders (fully underwritten by Grove), further details of which are set out below.

The Directors believe that the earn out consideration due to Primetake under the Agreement will be generated by the trading activities of Ensco 781 following completion of the Acquisition and that the deferred consideration of £2,943,629 will be generated by reduced corporation tax relating to amortisation of goodwill over a period of up to 10 years assuming that the legislation applicable as at the date of this document remains unchanged.

2. Loan Notes

Details of the Loan Notes Issue

The Company is proposing to raise £1,476,686.20 (£1,439,769.04 net of expenses) by the issue of the Loan Notes to provide funding for the Acquisition, although if the Acquisition does not proceed, the Company will proceed with the Loan Notes Issue. All Shareholders will be able to subscribe for Loan Notes in proportion to their current holdings of Ordinary Shares in accordance with and subject to the terms and conditions set out in this document and the Application Form.

Grove has agreed to subscribe for those Loan Notes for which applications from Shareholders are not received up to a maximum subscription value of £1,476,686.20 under the Loan Notes Issue. Grove holds 155,404 Ordinary Shares and its directors include David Grove and Trevor Middleton, two of the directors of the Company. David Grove is the ultimate beneficial owner of 78,506 ordinary shares (88.9 per cent. of the issued ordinary shares) in Grove.

The Loan Notes Issue provides Shareholders with the opportunity to apply for Loan Notes at the Issue Price pro rata to their holdings of Ordinary Shares as at the Record Date on the basis of one Loan Note for every one Ordinary Share held as at the Record Date. The rights attaching to the Loan Notes are set out and described below and in Part V below. On a conversion of any of the Loan Notes, the new Ordinary Shares issued will, following allotment and issue, rank *pari passu* in all respects with the existing Ordinary Shares currently in issue. A summary of the rights which attach to the Ordinary Shares is set out in Part 6 of the Admission Document of the Company dated 23 October 2008. The Company proposes to apply for admission of the Ordinary Shares issued on the conversion of Loan Notes to the market on which the issued Ordinary Shares are traded at the relevant time.

If not previously repaid, Loan Notes will be repaid in full on 31 May 2014. Subject to this, the Loan Notes carry interest at a rate of 7 per cent. per annum, payable annually on each anniversary of the date of issue. The Loan Notes are unsecured.

With the prior consent of Barclays, the Company may serve notice on a holder of Loan Notes to redeem the Loan Notes at any time up until 31 December 2011. On repayment of the Loan Notes, the Company will pay accrued interest to the date of repayment for each Loan Note. In addition, on any repayment on or before 31 December 2011, the Company will pay a premium of 10 per cent. of the nominal value of the Loan Notes repaid.

In the event that Loan Notes are converted into Ordinary Shares, interest will accrue and be paid in respect of the Loan Notes pro rata for that part of the year during which the Loan Notes are held.

A holder of Loan Notes may elect to convert Loan Notes held by him into Ordinary Shares at the rate of one Ordinary Share for every £2.00 of Loan Notes held by him at any time:

- if the Company serves notice to redeem the Loan Notes on or before 31 December 2011, within 10 business days of such notice being served; or
- on or after 1 January 2012 up to 31 May 2014.

In the event that an offer is made for the entire issued share capital of the Company, a holder of Loan Notes will have an opportunity to convert his Loan Notes into Ordinary Shares with a view to participating in the offer. If a holder of Loan Notes chooses not to participate in the offer, the holder of the Loan Notes will not be permitted to convert his Loan Notes into Ordinary Shares unless and until the offer lapses. If the offer becomes wholly unconditional the conversion rights attaching to the Loan Notes in issue at that date will lapse and the Loan Notes will be repaid in full.

Any premium payable upon repayment of Loan Notes prior to 31 December 2011 is payable in cash even if a holder of those Loan Notes elects to convert such Loan Notes into Ordinary Shares.

The payment of interest or premium on the Loan Notes is conditional upon such payment not being prohibited under the Company's arrangements from time to time with its bank or other providers of finance. If such a payment is prohibited, interest will accrue on such payment until it is made. Any payment of interest or premium which is prohibited under the terms of the Company's arrangements from time to time with its bank or other providers of finance must be paid promptly once such prohibition ceases to apply.

The Loan Notes are freely transferable but no application will be made to Investbx or to any other investment exchange for any of the Loan Notes to be admitted to trading. Stamp duty will be payable on the instrument transferring Loan Notes, or in the absence of such instrument, stamp duty reserve tax will be payable in relation to an agreement to transfer Loan Notes.

Assuming that all of the Loan Notes are converted into Ordinary Shares at the same time, the Company's authorised and issued fully paid share capital, at the date of this document is, and immediately following such conversion would be, as follows:

	At the date of this document		Immediately following conversion of the Loan Notes	
	Amount £	Number of Ordinary Shares	Amount £	Number of Ordinary Shares
Authorised	200,000	20,000,000	200,000	20,000,000
Issued and fully paid	73,834	7,383,431	81,218	8,121,771

Terms and Conditions of the Loan Notes Issue

Subject to the terms and conditions set out in Part V below and the Application Form, the Company hereby invites Shareholders to apply for Loan Notes at a subscription price of £0.20 per Loan Note, free from commissions and expenses, payable in full in cash on application on the basis of:

One Loan Note for every Ordinary Share

held at the Record Date and so in proportion for any larger number of Ordinary Shares so held. The maximum number of Loan Notes for which a Shareholder is entitled to apply is set out in his or her Application Form.

Shareholders may not apply for more Loan Notes than the number set out in his or her Application Form but may apply for less. Applications for Loan Notes in excess of their entitlements will not be met and Shareholders will be deemed to have applied for only their entitlement and the amount paid in respect of such excess application made will be returned to the applicant (at the applicant's risk) without interest.

In the event that applications from Shareholders are not received for the total number of Loan Notes on or before 5.00 pm on 1 June 2010, the Loan Notes not applied for will be acquired by Grove at the Issue Price, up to a maximum subscription value of £1,476,686.20.

Whether or not you take up your entitlement to Loan Notes, your shareholding in the Company will not be effected unless and until any of the Loan Notes are converted. Upon conversion of any of the Loan Notes, your existing holding of Ordinary Shares will represent a lower percentage of the total issued share capital of the Company immediately following the conversion.

Your right to apply for Loan Notes, as set out in this document, shall lapse and no application for Loan Notes will be considered unless your Application Form is submitted in accordance with the provisions of this document and the instructions in the Application Form and it is received by the Company at its registered office by no later than 5.00 pm on 1 June 2010.

The Loan Notes Issue is conditional on the passing at the General Meeting of the Resolutions numbered 2 and 3 set out in the General Meeting Notice.

Procedure for application and payment

You will have received an Application Form enclosed with this document. The Application Form is personal to you and is not transferable or tradeable. It shows the number of Ordinary Shares registered in your name at the Record Date, your pro rata entitlement to participate in the Loan Notes Issue and the amount payable if you wish to take up your full entitlement under the Loan Notes Issue. You may apply for less but not more than your entitlement. Multiple applications will not be accepted.

Shareholders who wish to apply for Loan Notes should complete the Application Form in accordance with the instructions printed thereon and return it, together with the appropriate remittance, by post or by hand (during normal business hours) to the Company Secretary, Trevor Middleton, at the registered office of the Company (C/o GIL Investments Limited, 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP) as soon as possible but in any event to be received not later than 5.00 pm on 1 June 2010. Applications will be irrevocable and will not be acknowledged and receipts will not be issued. If you post your Application Form, you are recommended to allow at least four working days for delivery. All documents or remittances sent by or to an applicant, or as he or she may direct, will be sent through the post at his or her own risk. The instructions and other terms set out in the Application Form are terms of the Loan Notes Issue.

Payments must be made by banker's draft or cheque in pounds sterling drawn on a bank or building society in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Company Limited or a member of either of the committees of the Scottish or Belfast Clearing Houses or which has arranged for its cheques and banker's drafts to be cleared through facilities provided for the members of either of those companies or those committees, and must bear the appropriate sort code in the top right hand corner. No application will be considered unless these requirements are fulfilled. Cheques and bankers' drafts should be payable to "Key Technologies Plc" and crossed "Account payee". It is a term of the application that all cheques or other remittances will be honoured on first presentation. The Company may elect not to treat as valid any application in respect of which remittances are not so honoured.

The right is reserved to present cheques and bankers' drafts on receipt. If cheques or bankers' drafts are presented for payment before the conditions of the Loan Notes Issue are satisfied, application monies will be kept in a separate bank account held to the order of the Company. If the conditions of the Loan Notes Issue are not satisfied on or before 8 June 2010, the Loan Notes Issue will lapse and all application monies will be returned to applicants as soon as practicable thereafter at their own risk without interest.

By completing and returning the Application Form, you agree that all applications, acceptances of applications or contracts resulting therefrom under the Loan Notes Issue shall be governed by, and construed in accordance with, English law.

Applications for Loan Notes will be irrevocable and may only be made on the Application Form, which is personal to the Shareholder(s) named thereon and may not be assigned or transferred. Shareholders who have sold or transferred all or part of their Ordinary Shares prior to 17 May

2010 should contact the Company Secretary, Trevor Middleton, on telephone number: 01789 415566.

If you do not wish to apply for any Loan Notes, do not complete and return the Application Form. Shareholders are nevertheless requested to complete and return the enclosed Form of Proxy for use at the General Meeting as soon as practicable and in any event prior to 9.00 am on 6 June 2010.

If you have any doubt as to the procedure for application or payment, you should contact the Company Secretary, Trevor Middleton, at the Company's registered office on telephone number: 01789 415566.

Settlement

It is expected that definitive Loan Note certificates will be despatched to Shareholders by 11 June 2010 by first class post at their own risk. Pending receipt of certificates in respect of such Loan Notes, transfers will be certified against the register of loan note holders. No temporary documents of title will be issued.

Underwriting Agreement

The Underwriting Agreement was entered into on 14 May 2010. Pursuant to the Underwriting Agreement Grove has agreed to subscribe for such number of Loan Notes as are not subscribed for by Shareholders pursuant to the Loan Notes Issue. The Company has agreed to pay to Grove a fee of £36,917.16.

Intentions of the Directors and certain Shareholders in relation to the Loan Notes Issue

All of the Directors and one of the Shareholders, L Litwinowicz, have undertaken to take up their entitlements to Loan Notes under the Loan Notes Issue.

The interests of the Directors and L Litwinowicz in the issued share capital of the Company as at the date of this document and on conversion of all of the Loan Notes (such interests being those which could, with reasonable diligence, be ascertained by that Director or Shareholder, whether or not held through another party) were, and will be, as follows:

	Ordinary Shares			
	As at the date of this document		On conversion of the Loan Notes	
	Number	% of issued share capital	Number	% of Enlarged Share Capital
D L Grove*	3,060,000	41.4	3,366,000	41.4
T Middleton	1,020,000	13.8	1,122,000	13.8
P D Miller**	559,171	7.6	615,088	7.6
K Hilton***	312,500	4.2	343,750	4.2
L Litwinowicz ****	1,020,000	13.8	1,122,000	13.8

* David Grove is the ultimate beneficial owner of 78,506 ordinary shares (88.9 per cent. of the issued ordinary shares) in Grove. Grove is the registered holder of 155,404 Ordinary Shares.

** David Miller is the beneficial owner of 59,171 Ordinary Shares which are registered in the name of Share Nominees Limited. In addition, David Miller is interested in 141,983 Ordinary Shares under the Company's long term share incentive plan.

*** Kevin Hilton is the beneficial owner of 12,500 Ordinary Shares which are registered in the name of Share Nominees Limited. In addition, Kevin Hilton is interested in 85,204 Ordinary Shares under the Company's long term share incentive plan.

**** Leszek Litwinowicz is the ultimate beneficial owner of 1,667 ordinary shares (1.9 per cent. of the issued ordinary shares) in Grove.

3. **Facility**

Barclays has agreed to provide facilities to the Company in order to assist with the funding of the Acquisition. The aggregate limit of the facilities is £10 million which is made up of a term loan of £6 million ("**Facility A**"), a term loan of £1.5 million ("**Facility B**") and a multi currency revolving credit facility with a limit of £2.5 million (the "**Revolving Credit**").

Facility A matures over a period of three years and is repayable quarterly commencing in June 2010. Facility A is repayable by payments of £250,000 in June 2010 and payments totalling £1.5 million in the financial year ending in 2011, £2 million in the financial year ending in 2012 and £2.25 million in the financial year ending in 2013. Facility B is repayable by a single payment on 30 June 2014. The limit on the Revolving Credit reduces to £1.875 million on 30 September 2013, £1.25 million on 30 January 2014 and £625,000 on 31 March 2014.

The interest rate applicable to Facility A and the Revolving Credit is 3.75 per cent. above LIBOR. The interest rate applicable to Facility B is 5 per cent. above LIBOR.

After twelve months following the date of completion of the Acquisition the margin for Facility A and the Revolving Credit is subject to downward review dependent upon the financial performance of the Company. If leverage (which is defined as the Group's total net debt to EBITDA) is greater than or equal to 1.5:1 then no reduction in the margin will apply. If leverage is less than 1.5:1 but greater than or equal to 1:1 then the margin reduces to 3.5 per cent.. If leverage is less than 1:1 then the margin reduces to 3.25 per cent. per annum.

The facility contains representations, warranties and covenants which are usual for a facility of this size and type, and follow closely the covenants set out in the previous facilities provided to the Company by Barclays. Whilst there are restrictions on the payment of dividends, the facilities specifically permit dividends to be paid in accordance with the dividend policy of the Company in existence as at the date on which the facility agreement was entered into, that is, that the Directors will consider the payment of dividends as and when the Company has profits available for distribution.

The facility agreement contains financial covenants in respect of cash cover, interest cover, leverage and capital expenditure. These covenants have been set by reference to the Company's budgets and forecasts.

The facilities will be secured by the existing security held by Barclays. In addition, Ensco 781 will accede to the existing cross guarantee and will also provide a debenture which creates fixed and floating charges over all of its property and assets. Further, new facilities and guarantees will be entered into by all of the Companies within the Group to replace the existing cash management facilities provided by Barclays. In addition, the Company agrees to put in place keyman insurance cover in respect of David Miller for a period of three years.

The events of default closely reflect the events of default contained in the previous facility made available by Barclays to the Company.

4. **Unaudited Financial Information**

You will find set out in Part II of this document a copy of the unaudited profit and loss account for Primetake as at 31 October 2009, together with an adjusted pro-forma profit and loss account for the 12 months to 31 October 2009. You will also find set out in Part III of this document the unaudited balance sheet for Primetake for the financial period ended 31 October 2009. Until such information has been audited it is subject to change.

Part IV of this document sets out an unaudited illustrative pro-forma balance sheet of the Company which sets out, for illustrative purposes, how the Acquisition would have affected the net assets of the Company had it taken place on 31 December 2009.

5. **Shareholder approvals**

The Acquisition requires the approval of Shareholders pursuant to the rules of Investbx.

Shareholder approval is required to implement the conversion rights attaching to the Loan Notes.

6. **General Meeting**

A notice is set out at the end of this document which convenes the General Meeting, at which the following resolutions will be proposed:

- (i) an ordinary resolution to approve the Acquisition; and
- (ii) ordinary and special resolutions to implement the conversion rights attached to the Loan Notes.

The resolution to approve the Acquisition is conditional upon the passing of the resolutions relating to the Loan Notes Issue.

7. **Action to be Taken**

Acquisition

You will find enclosed with this letter a Form of Proxy.

Whether or not you intend to be present at the General Meeting and/or to vote in person on the Resolutions, you are requested to complete and sign the Form of Proxy in accordance with the instructions thereon and to return it as soon as possible to Trevor Middleton, Company Secretary, Key Technologies plc, c/o GIL Investments Limited, 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP but in any event so as to arrive no later than 9.00 am on 6 June 2010.

Loan Notes Issue

You will find enclosed with this letter an Application Form.

If you wish to participate in the Loan Notes Issue and subscribe for Loan Notes, you must complete and sign the Application Form in accordance with the instructions thereon and return it as soon as possible, together with the relevant subscription monies, to Trevor Middleton, Company Secretary, Key Technologies plc, c/o GIL Investments Limited, 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP but in any event so as to arrive no later than 5.00 pm on 1 June 2010.

8. **Recommendation**

The Directors unanimously recommend that you vote in favour of the Resolutions at the General Meeting, as they have undertaken to do in respect of their own registered holdings totalling 4,880,000 Ordinary Shares representing 66.1 per cent. of the issued share capital of the Company. The Directors and certain Shareholders have undertaken to vote in favour of the Resolutions in respect of 6,055,404 Ordinary Shares representing 82 per cent. of the issued share capital of the Company.

Yours faithfully

DAVID GROVE

CHAIRMAN

Part II

Unaudited Profit and Loss Account as at 31 October 2009

	Unaudited Statutory Accounts ¹	Management Accounts	Adjustments	Unaudited Pro-forma Accounts
	18 months to 31 October 09	6 months to 31 October 08		12 months to 31 October 09
	£'000	£'000	£'000	£'000
Sales	15,203	(3,829)		11,374
Commissions Received ²	1,987	(460)	(1,527)	
Turnover	17,190	(4,289)	(1,527)	11,374
Cost of Sales	(8,799)	2,372		(6,427)
Foreign Exchange Gain	392	(30)	(362)	
Gross Profit	8,783	(1,947)	(1,889)	4,947 43.5%
Administration Costs	(2,968)	829		(2,139)
Underlying Earnings before Interest and Tax	5,815	(1,118)	(1,889)	2,808
Contributions to Remuneration Trust ²	(4,900)		4,900	
Directors Pension Contribution ²	(960)		960	
Net Interest Receivable	12	2		14
Profit before Tax	(33)	(1,116)	3,971	2,822
Tax	(8)	312	(1,112)	(808)
Profit after Tax	(41)	(804)	2,859	2,014

Notes:

1. *Primetake's draft statutory accounts to 31 October 2009 are for an 18 month period; the analysis above develops pro-forma accounts for the 12 months to 31 October 2009 using management accounts for the period from 1 May 2008 to 31 October 2008.*
2. *Pro-forma accounts are calculated after correcting for sales commissions (the agreement for which Primetake received sales commissions has been terminated for reasons unconnected with the Acquisition); contributions to a Remuneration Trust (this will not be acquired with the Primetake Business); and a director's pension contribution (Ensco 781 will not assume responsibility to continue Primetake's contributions to a pension scheme for Edmund Leslie Burke after completion of the Acquisition).*

Part III

Unaudited Balance Sheet For The Financial Period Ended 31 October 2009

	31 October 2009 £'000
Fixed assets	
Intangible Assets	
Tangible Assets	379
	<u>379</u>
Current Assets	
Stocks	1,399
Trade and other receivables	4,914
Cash at bank and in hand	218
	<u>6,531</u>
Current Liabilities	
Bank loan and overdraft	(4)
Other Loans	(4,200)
Trade and other payables	(2,425)
	<u>(6,629)</u>
Net current assets	(98)
Non Current Liabilities	
Deferred Tax	(23)
Provisions	(23)
	<u>(23)</u>
	<u>258</u>
Capital & Reserves	
Called up share capital	
Profit and loss account	258
	<u>258</u>

PART IV

Unaudited Illustrative Pro-Forma Balance Sheet as at 31 December 2009

	Key Technologies £'000	Primetake £'000	Adjustments £'000	Combined Group £'000
Fixed assets				
Intangible Assets	7,838		11,735	19,573
Tangible Assets	855	383		1,238
Retirement Benefits Scheme	51			51
	<u>8,744</u>	<u>383</u>	<u>11,735</u>	<u>20,862</u>
Assets				
Stocks	1,830	1,252		3,082
Trade and other receivables	3,624	3,892		7,516
Net cash	342	1,375	(1,717)	0
	<u>5,796</u>	<u>6,519</u>	<u>(1,717)</u>	<u>10,598</u>
Liabilities				
Trade and other payables	4,223	1,972	(25)	6,170
Directors' Loan		4,196	(4,196)	0
Corporation and Deferred Tax	1,220	(47)	47	1,220
Provisions	236			236
	<u>5,679</u>	<u>6,121</u>	<u>(4,174)</u>	<u>7,626</u>
Financing				
Bank Overdraft/RCF			(3,030)	(3,030)
Senior Debt A			(6,000)	(6,000)
Senior Debt B			(1,500)	(1,500)
Convertible Loan Stock			(1,500)	(1,500)
Deferred Consideration			(2,943)	(2,943)
	<u>0</u>	<u>0</u>	<u>(14,973)</u>	<u>(14,973)</u>
Net Assets	<u>8,861</u>	<u>781</u>	<u>(781)</u>	<u>8,861</u>
Capital & Reserves				
Called up share capital	74			74
Share premium account	1,777			1,777
Merger reserve	3,410			3,410
Pension reserve	51			51
Profit and loss account	3,549	781	(781)	3,549
Total Equity	<u>8,861</u>	<u>781</u>	<u>(781)</u>	<u>8,861</u>

Notes:

1. Source Data

The Company's interim results to 31 December 2009 published in March 2010
Primetake's December 2009 management accounts prepared by Primetake's auditors,
Nicholsons

2. Intangible Assets

Goodwill	10,535
Acquisition Costs	1,200
	<u>11,735</u>

PART V

Terms and Conditions of the Loan Notes

1. The principal amount of the Loan Notes is limited to £1,476,686.20. Loan Notes may be issued in denominations of £0.20 nominal amount or multiples of £0.20.
2. The Loan Notes, when issued, rank pari passu as an unsecured obligation of the Company.
3. The Loan Notes are repayable:
 - 3.1 on not less than 10 business days notice served by the Company at any time on or before 31 December 2011; or
 - 3.2 if not previously repaid or converted into Ordinary Shares, on 31 May 2014.No Loan Note may be repaid before the expiry of six months from the date of issue.
4. Until repaid, the Loan Notes bear interest at a rate of 7 per cent. per annum, payable annually in arrears on the anniversary date of the issue of the Loan Notes and on repayment of the Loan Notes.
5. On repayment of the Loan Notes the Company will repay the sum of £0.20 for each Loan Note. In addition, on any repayment of the Loan Notes on or before 31 December 2011, the Company will pay in cash a premium of 10 per cent. of the nominal value of the Loan Notes repaid.
6. The payment of interest or premium on the Loan Notes is conditional upon such payment not being prohibited under the Company's arrangements from time to time with its bank or other providers of finance. If such a payment is prohibited, interest will accrue on such payment until it is made. Any payment of interest or premium which is prohibited under the terms of the Company's arrangements from time to time with its bank or other providers of finance must be paid promptly once such prohibition ceases to apply.
7. Save as set out in paragraph 8, the holders of Loan Notes may elect to convert Loan Notes held by them, in whole or part, into Ordinary Shares:
 - 7.1 if the Company serves notice to repay the Loan Notes at any time on or before 31 December 2011; or
 - 7.2 at any time on or after 1 January 2012 until 31 May 2014.On conversion of the Loan Notes the principal amount of the Loan Notes is converted into Ordinary Shares at a rate of one Ordinary Share for every £2.00 nominal value of Loan Notes converted. Accrued interest up to the date of conversion and any premium payable on the Loan Notes is payable in cash on the date of conversion subject to the restrictions referred to in paragraph 6. The balance of any Loan Notes remaining after conversion will be retained by the holder on the terms set out in this Part V.
8. In the event that an offer is made for the entire issued share capital of the Company, a holder of Loan Notes will have an opportunity to convert his Loan Notes into Ordinary Shares with a view to participating in the offer. If a holder of Loan Notes chooses not to participate in the offer, the holder of the Loan Notes will not be permitted to convert his Loan Notes into Ordinary Shares unless and until the offer lapses. If the offer becomes wholly unconditional the conversion rights attaching to the Loan Notes in issue at that date will lapse and the Loan Notes will be repaid in full.
9. The Company will use its best endeavours to procure that any Ordinary Shares issued on conversion of the Loan Notes are admitted to trading on the market on which the then existing issued Ordinary Shares are admitted at the date of conversion.

10. From the date of issue of Ordinary Shares on conversion of Loan Notes, the holder of the Loan Notes will be entitled to receive any dividend or other distribution paid in respect of such Ordinary Shares, unless such dividend or distribution is paid by reference to a period commencing before the conversion date. If any dividend or distribution relates to a period prior to this date of conversion, the holder of the Loan Notes will be entitled to receive a pro rata proportion of such dividend or other distribution of an amount attributable to the part period during which he held those Ordinary Shares.
11. The Loan Notes are repayable immediately upon notice served by the holders of Loan Notes at any time on the occurrence of events of default which include:
 - 11.1 failure to pay any interest or principal within 20 business days of the due date of payment;
 - 11.2 any other breach by the Company of the terms of the instrument constituting the Loan Notes which is not wholly remedied within 21 days of the notice of the breach from a holder of Loan Notes;
 - 11.3 the occurrence of insolvency events applicable to the Company.
12. The Loan Notes may be converted into any currency which may from time to time be adopted as the lawful currency of the United Kingdom.
13. The terms of the Loan Notes may at any time be varied by the Company with the consent of the holders of 75 per cent. or more of the Loan Notes then in issue. Resolutions of the holders of the Loan Notes may be passed at a meeting of the holders of the Loan Notes called on not less than 21 clear days notice or by written resolution signed by the holders of 75 per cent. or more of the Loan Notes then in issue.

Notice of General Meeting

KEY TECHNOLOGIES PLC

(Incorporated and registered in England and Wales with registered number 6515775)

NOTICE IS HEREBY given that a general meeting ("**Meeting**") of Key Technologies plc (the "**Company**") will be held at the offices of the Company at Doulton Road, Cradley Heath, West Midlands, B64 5QB on 8 June 2010 at 9.00 am for the purpose of considering and, if thought fit, passing the following ordinary and special resolutions:

Ordinary Resolutions

1. THAT, conditional upon resolutions numbered 2 and 3 below having been passed, the proposed acquisition ("**Acquisition**") by Ensco 781 Limited of the business and assets of Primetake Limited on the terms and conditions set out in an agreement dated 14 May 2010 between Primetake Limited (1), EL Burke (2), Ensco 781 Limited (3) and the Company (4) (the "**Acquisition Agreement**") as summarised in a circular to shareholders of the Company (the "**Shareholders**") dated 17 May 2010 (the "**Circular**") (copies of which have been produced to the meeting and initialled by the Chairman for the purposes of identification) be and is hereby approved, and the Directors or any duly authorised committee of the Directors be and are hereby authorised to take all steps that they consider to be necessary or desirable to carry the arrangements contemplated by the Acquisition Agreement into effect and that the consent of the Shareholders to the transactions contemplated by the Acquisition Agreement be and is hereby given.
2. That the Directors be and are hereby authorised:
 - 2.1 pursuant to Section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot shares or rights to subscribe for or to convert any security into shares PROVIDED THAT such power shall be limited to the grant of conversion rights in respect of up to £1,476,686.20 of fixed rate 7% unsecured convertible loan notes 2014 of £0.20 each to be issued in connection with the Acquisition, such loan notes having the right to be converted into ordinary shares of £0.01 each in the capital of the Company ("**Ordinary Shares**") ("**Loan Notes**"); and
 - 2.2 to do all acts and things as they may consider necessary or desirable to give effect to this resolution and to satisfy any entitlement to Ordinary Shares howsoever arising in connection with the conversion of the Loan Notes;

provided that the authority given by this resolution 2 shall (unless previously renewed, revoked, extended or varied) expire at the conclusion of the Company's next annual general meeting, but during this period, the Directors may make offers and enter into agreements (which includes the issue of certificates for Loan Notes) which would or might require Ordinary Shares to be allotted after the expiry of such period and the Directors may allot Ordinary Shares in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

Special Resolution

3. That, conditional upon resolution numbered 2 above having been passed, the Directors be and are hereby empowered pursuant to Section 571 of the Companies Act 2006 to allot equity securities (within the meaning of Section 560 of the Companies Act 2006) for cash pursuant to the authority conferred by resolution 2 as if Section 561 of the Companies Act 2006 did not apply to the allotment and this power shall:
 - 3.1 be limited to the grant of conversion rights in respect of up to £1,476,686.20 of Loan Notes; and
 - 3.2 (unless previously renewed, revoked, extended or varied) expire at the conclusion of the Company's next annual general meeting, but during this period, the Directors may make

offers and enter into agreements (which includes the issue of certificates for Loan Notes) which would or might require equity securities to be allotted after the expiry of such period and the Directors may allot equity securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

By order of the Board

Dated 17 May 2010

.....
Trevor Middleton
Company Secretary

Registered Office:
5, The Courtyard
Timothy's Bridge Road
Stratford upon Avon
Warwickshire
CV37 9NP

NOTES:

1. Shareholders should note that voting at the Meeting will be on a poll, not on a show of hands. Each Shareholder entitled to attend, speak and vote at the Meeting may appoint one or more proxies to exercise all or any of his rights to attend, speak and vote. A proxy need not be a shareholder of the Company but must attend the Meeting to represent you. Your attention is drawn to the form of proxy accompanying this notice. A proxy may be appointed by completing and returning the enclosed form of proxy. Details of how to appoint the Chairman of the Meeting or another person as your proxy using the form of proxy are set out in the notes to the form of proxy. If you wish your proxy to speak on your behalf at the Meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.
2. If you are a registered Shareholder and do not have a form of proxy and believe that you should have one, or if you require additional forms, please contact Trevor Middleton, Company Secretary, on telephone number: 01789 415566.
3. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to the same share(s). To appoint more than one proxy please submit separate forms of proxy for each appointee and mark the "Multiple Proxy" box with an X if the proxy instruction is one of multiple instructions being given and indicate in the "Shares" box the number of shares to which the instruction relates. If you submit more than one valid proxy appointment in respect of the same share(s), the appointment received last before the latest time for the receipt of proxies will take precedence.
4. Subject to the following principles, where more than one proxy is appointed, where a form of proxy does not state the number of shares to which it applies (a "**blank proxy**") then that proxy is deemed to have been appointed in relation to the total number of shares registered in your name (the shareholder's "**entire holding**"). In the event of a conflict between a blank proxy and a form of proxy which does state the number of shares to which it applies (a "**specific proxy**"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that as far as possible, the conflicting forms of proxy should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (pro rata if there is more than one).
5. Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares. When considering conflicting proxies, later proxies will prevail over earlier proxies, and which proxy is later will be determined on the basis of which proxy is last sent (or, if the Company is unable to determine which is last sent, last received). Proxies in the same envelope will be treated as sent and received at the same time, to minimise the number of conflicting proxies.
6. If conflicting proxies are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.
7. Where the aggregate number of shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced pro rata (on the basis that as far as possible, conflicting forms of proxy should be judged to be in respect of different shares). Where this gives rise to fractions of shares, such fractions will be rounded down.
8. If you appoint a proxy or proxies and then decide to attend the Meeting in person and vote, on a poll, using your poll card, then your vote in person will override the proxy vote(s). If your vote in person is in respect of your entire holding then all proxy votes will be disregarded. If, however, you vote at the Meeting in respect of less than your entire holding, if you indicate on your polling card that all proxies are to be disregarded, that shall be the case; but if you do not specifically revoke proxies, then your vote in person will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding your entire holding.
9. In relation to paragraph 8 above, in the event that you do not specifically revoke proxies, it will not be possible for the Company to determine your intentions in this regard. However, in light of the aim to include votes wherever and to the fullest extent possible, it will be assumed that earlier proxies should continue to apply to the fullest extent possible.
10. To be valid a completed and signed form of proxy and, if applicable, any power of attorney or other authority under which it is signed, or a certified copy of such authority, must be addressed to Trevor Middleton (C/o GIL Investments Limited) and deposited at the registered office of the Company at 5, The Courtyard, Timothy's Bridge Road, Stratford upon Avon, Warwickshire, CV37 9NP not less than 48 hours before the time fixed for holding the Meeting or adjourned meeting. Completion and return of a form of proxy will not prevent a member from attending and voting in person at the Meeting should he so wish.
11. In the case of a member which is a company, the form of proxy and any revocation notice must be executed under its common seal or signed on its behalf by an officer of the Company or an attorney for the Company. Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a shareholder provided that they do not do so in relation to the same shares.
12. To be entitled to attend and vote at the Meeting (and for the purpose of the determination by the Company of the votes they may cast) shareholders must be registered in the register of members of the Company at 5.00 pm on 6 June 2010 (being not more than 48 hours prior to the time fixed for the Meeting) or the time occurring not more than

48 hours before the time fixed for any adjourned meeting (but excluding, in the calculation of such time periods, any part of a day that is not a working day). Changes to entries on the register of members after such time will be disregarded in determining the right of any person to attend or vote at the Meeting.

13. To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded. Where you have appointed a proxy using the hard-copy form of proxy and would like to change the instructions using another hard-copy form, please contact Trevor Middleton, Company Secretary, on telephone number: 01789 415566.
14. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to the Company addressed to Trevor Middleton (C/o GIL Investments Limited) at the address set out in note 10 above. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice. The revocation notice must be received by the Company no later than 9.00 am on 7 June 2010. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then your proxy appointment will remain valid.
15. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority shall be determined by the order in which the names appear in the register of members of the Company in respect of the joint holding.
16. Members who have general queries about the Meeting should contact Trevor Middleton, Company Secretary, on telephone number: 01789 415566 (no other methods of communication will be accepted). You may not use any electronic address provided either:
 - 16.1 in this notice of general meeting; or
 - 16.2 any related documents (including the Chairman's letter and form of proxy), to communicate with the Company for any purposes other than those expressly stated.
17. The Company's registrar is Neville Registrars Limited, 18 Laurel Lane, Halesowen, B63 6AJ.