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COMPANIES HOUSE

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RESOLUTIONS OF

IMPERIAL CHEMICAL INDUSTRIES PLC

(Registered Number 218019)

Passed: 6 November 2007

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL**JENNIFER BETHLEHEM (SOLICITOR)**
Freshfields Bruckhaus Deringer
Solicitors
65 Fleet Street
London EC4Y 1HS
01 DEC 2007

At the Extraordinary General Meeting of the above named Company, duly convened and held at the Park Plaza Victoria London, 239 Vauxhall Bridge Road, London SW1V 1EQ, the following Special Resolution was duly passed

SPECIAL RESOLUTION**THAT**

for the purpose of giving effect to the scheme of arrangement dated 1 October 2007 between the Company and the holders of the Scheme Shares (as defined in the said scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman hereof in its original form or subject to such modification, addition or condition approved or imposed by the Court (the **Scheme**)

- (a) the Directors of the Company be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect,
- (b) the amendments to the rules of the Performance Share Plan, the Senior Staff Share Option Scheme 1994 and the Restricted Share Plan to allow options and/or awards under these share plans to be satisfied by an issue of shares by the Company, and produced in draft to this Meeting and for the purposes of identification initialled by the Chairman, be approved,
- (c) the share capital of the Company be reduced by cancelling and extinguishing all of the Cancellation Shares (as defined in the Scheme),
- (d) subject to and forthwith upon the reduction of share capital referred to in paragraph (c) above taking effect and notwithstanding anything to the contrary in the articles of association of the Company
 - (i) the authorised share capital of the Company be increased to an amount equal to that of the Company immediately prior to the reduction of share capital referred to in paragraph (c) by the creation of such number of new ordinary shares of £1 each as shall be equal to the aggregate number of Cancellation Shares cancelled pursuant to paragraph (c) above,
 - (ii) the reserve arising in the books of account of the Company as a result of the reduction of share capital referred to in paragraph (c) above be capitalised and applied in paying up in full at par all of the

new ordinary shares created pursuant to paragraph (d)(i) above, which shall be allotted and issued, credited as fully paid, to Akzo Nobel N V and/or its nominee(s), and

- (iii) the Directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot the new ordinary shares referred to in paragraph (d)(i) above, provided that (1) the maximum aggregate nominal amount of relevant securities that may be allotted under this authority shall be the aggregate nominal amount of the said new ordinary shares created pursuant to paragraph (d)(i) above, (2) this authority shall expire (unless previously revoked, varied or renewed) on the fifth anniversary of this resolution, and (3) this authority shall be in addition and without prejudice to any other authority under the said section 80 previously granted and in force on the date on which this resolution is passed, and
- (e) with effect from the passing of this resolution, the articles of association of the Company be amended by including the following new article (and amending the numbering of the remainder of the articles and any cross-references thereto accordingly)

"14A Scheme of Arrangement

(a) In this Article 14A, references to the "Scheme" are to the scheme of arrangement dated 1 October 2007 under section 425 of the Companies Act 1985 between the Company and the Scheme Shareholders (as defined in the Scheme) as it may be modified or amended in accordance with its terms, and expressions defined in the Scheme will have the same meanings in this Article

(b) If the Company issues any shares (other than to Akzo Nobel or any of its subsidiaries or subsidiary undertakings from time) at any time on or after the date of the adoption of this Article and prior to or at the Scheme Record Time, such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the holder or holders of such shares shall be bound by the Scheme accordingly

(c) Subject to the Scheme becoming effective and notwithstanding any other provisions of these Articles, if any ICI Shares are issued, or transferred pursuant to Article 14A(d) below, to any person (a "New Member") after the Scheme Record Time (the "Disposal Shares") they will, subject to Article 14A(d) below, be immediately transferred to Akzo Nobel or its nominee(s) (unless such shares are issued to Akzo Nobel or any of its subsidiaries or subsidiary undertakings from time to time) in consideration of and conditional on

- (i) the payment by or on behalf of Akzo Nobel to the New Member of such amount of cash consideration as would have been paid pursuant to the Scheme for each such share as if it were a Cancellation Share, and/or

(ii) the issue of the same nominal amount of Loan Notes per ICI Share as would have been issued to the holder of Loan Note Elected Shares under the Scheme (subject to and on the terms of the Loan Note Alternative) provided that

(A) any combination of cash consideration payable under Article 14A(c)(i) and Loan Notes issued under Article 14A(c)(ii) shall not exceed the total combination of cash consideration and Loan Notes that a Scheme Shareholder would otherwise be entitled to receive under the terms of the Scheme,

(B) such ICI Shares are issued or transferred no later than the date falling six months after the Effective Date,

(C) the conditions for making the Loan Note Alternative available under the terms of the Scheme have been satisfied, and

(D) the New Member makes a valid election to receive Loan Notes in respect of the relevant ICI Shares before the 3 00 p m. deadline on 30 November 2007 in such manner as the Board shall prescribe

(d) Any New Member may, prior to the issue of Disposal Shares to him or her pursuant to the exercise of an option or satisfaction of an award under one of the Company's employee share schemes, give not less than two business days' written notice to the Company in such manner as the Board shall prescribe of his or her intention to transfer some or all of such Disposal Shares to his or her spouse or civil partner and may, if such notice has been validly given, on such Disposal Shares being issued to him or her, immediately transfer to his or her spouse or civil partner any such Disposal Shares, provided that such Disposal Shares will then be immediately transferred from that spouse or civil partner (as applicable) to Akzo Nobel and/or its nominee(s) pursuant to Article 14A(c) above as if the spouse/civil partner were a New Member. If notice has been validly given pursuant to this Article 14A(d) but the New Member does not immediately transfer to his or her spouse the Disposal Shares in respect of which notice was given, such shares will be transferred to Akzo Nobel and/or its nominee(s) pursuant to Article 14A(c) above

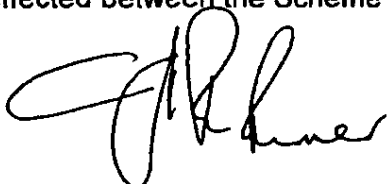
(e) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per Disposal Share to be paid under Article 14A(c) shall be adjusted by the Directors in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to the New Member to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly

(f) To give effect to any transfer required by Article 14A(c) above, the Company may appoint any person (the "Attorney") for the New Member to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of or as attorney for the New Member (or any subsequent holder

or any nominee of such New Member or any such subsequent holder) in favour of Akzo Nobel and/ or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the Attorney be necessary or desirable to vest the Disposal Shares in Akzo Nobel and/or its nominee(s) and pending such vesting to exercise all such rights to the Disposal Shares as Akzo Nobel and/or its nominee(s) may direct. If an Attorney is so appointed, the New Member shall not thereafter (except to the extent that the Attorney fails to act in accordance with the directions of Akzo Nobel or its nominee(s)) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed by Akzo Nobel and/or its nominee(s). The Company may give good receipt for the purchase price of the Disposal Shares and may register Akzo Nobel and/or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. Akzo Nobel shall send a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the purchase price of such Disposal Shares or a certificate for the relevant nominal account of Loan Notes in the name of such person, in either case within 14 days of the date on which the Disposal Shares are issued to the New Member.

(g) If the Scheme shall not have become effective by the applicable date referred to in clause 8 of the Scheme, this Article 14A shall be of no effect.

(h) Notwithstanding any other provision of these Articles, both the Company and the Directors shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date."

A handwritten signature in black ink, appearing to read 'G St John Turner', written in a cursive style.

George St John Turner
Deputy Company Secretary