

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

- OF -

SKYRON LIMITED
(Registered number 04856217)
(the "Company")

Circulation Date 7th June 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose the following resolution (the "Resolution") as a special resolution

SPECIAL RESOLUTION

THAT the terms of a contract proposed to be made between the Company and Hunt Consultants Limited for the purchase by the Company of 10,000 B ordinary shares of £0.01 each in the capital of the Company for a total consideration of £10,000 as set out in the contract attached to this Resolution (the "Share Buyback Contract") be approved and the Company be authorised to enter into the Share Buyback Contract

Agreement

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

The undersigned persons entitled to vote on the Resolution hereby irrevocably agree to the Resolution

Yannis Marcou

Date 07/06/2014

Sarah Marcou

Date 07/06/2014

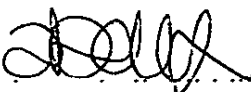
Gareth Jason Phillips

Date 05/06/2014

Martin Bell

Date 09/06/2014

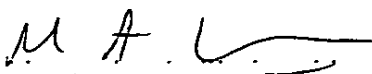




Andrea Susan Bell

18/6/14

Date



Mark Wheeldin

18 JUNE 2014

Date

NOTES

1 If you agree with 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 the Company's registered office for the attention of the Company Secretary

Post returning the signed copy by post to the Company's registered office for the attention of the Company Secretary

E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to Gareth Phillips gareth.phillips@skylon.co.uk

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 4 00 p m on the date which is 28 days after the Circulation Date, 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

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

DATED 19 JUNE 2014

OFF-MARKET PURCHASE AGREEMENT

between

HUNT CONSULTANTS LIMITED

and

SKYRON LIMITED

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THIS AGREEMENT is dated 19 June 2014

PARTIES

- (1) **HUNT CONSULTANTS LIMITED** (incorporated and registered in England and Wales with company number 07077624) whose registered office is at Queenwood House, Chobham Road, Ottershaw, Surrey, KT16 0QD (the "Seller")
- (2) **SKYRON LIMITED** (incorporated and registered in England and Wales with company number 04856217) whose registered office is at The Old School, Exton Street, London SE1 8UE (the "Company")

BACKGROUND

- (A) The Seller is the holder of 10,000 B ordinary shares of £0.01 each in the capital of the Company (the "Shares")
- (B) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement

AGREED TERMS

1. INTERPRETATION

The definitions in the background provision of this agreement shall apply in this agreement

2. SALE AND PURCHASE OF SHARES

- 2.1 The Seller shall sell, or procure the sale of, the Shares with full title guarantee for a total aggregate consideration of £10,000 (the "Consideration") and the Company shall purchase the Shares for such Consideration.
- 2.2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares
- 2.3 Completion of the sale and purchase of the Shares shall take place immediately after the execution of this agreement at the registered office of the Company, when the Seller shall, unless otherwise agreed by the Company, deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall pay the Consideration by wire transfer to an account of the Seller notified to the Company for the purpose

3. FURTHER ASSURANCE

The Seller agrees that, on being requested in writing by the Company to do so, it shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement

4. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement

5. ENTIRE AGREEMENT

5 1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter

5 2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement

5 3 No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement

5 4 Nothing in this clause shall limit or exclude any liability for fraud

6. AGREEMENT SURVIVES COMPLETION

This agreement shall remain in effect despite its completion

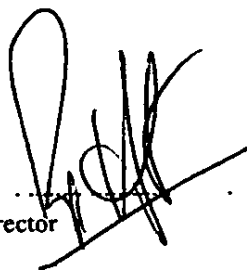
7. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This agreement has been entered into on the date stated at the beginning of it

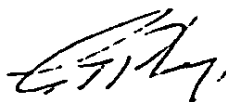
Signed by **Philip Hunt**
for and on behalf of Hunt Consultants
Limited

.....
Director



Signed by **Gareth Phillips**
for and on behalf of Skyron Limited

.....
Director



SKYRON LIMITED

(the "Company")

Minutes of a meeting of the board of directors of the Company held at The Old School House, Exton Street, London, SE1 8UE on 7th June 2014 at 3 00p m

Present	Gareth Phillips Yannis Marcou Martin Bell Mark Wheeldin Philip Hunt	(Chairman)
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1. CHAIRMAN AND QUORUM

1 1 Gareth Phillips took the chair and noted that a quorum was present and declared the meeting open

1 2 The chairman reported that due notice of the meeting had been given to all the directors

2. PURPOSE

2 1 The chairman reported that the Company proposed to repurchase 10,000 B ordinary shares of £0.01 each in the capital of the Company (the "**Shares**") from Hunt Consultants Limited (the "**Seller**") for a consideration of £10,000 out of the distributable profits of the Company (the "**Share Buyback**")

2 2 It was noted that the Company had sufficient distributable profits (as defined in section 736 of the Companies Act 2006 (the "**Act**")) available for the payment of the consideration in accordance with section 692 of the Act

2 3 The chairperson reported that the business of the meeting, therefore, was to consider and if thought fit, approve the Share Buyback and arrange to seek shareholder approval for such purchase

3. DECLARATION OF INTERESTS

3 1 Each director present declared the nature and extent of their interest in the proposed transaction and other arrangements to be considered at the meeting in accordance with section 177 of the Act and the Company's articles of association

3.2 It was noted that pursuant to the articles of association a director may vote and form part of the quorum in relation to any proposed transaction or arrangement in which they are interested

3 3 It was noted that Philip Hunt was interested in the proposed transaction, being both a Director of, and 50% shareholder in, the Seller

4. DOCUMENTS PRODUCED TO THE MEETING

4 1 The following draft documents relating to the Share Buyback (the "**Documents**") were produced

to the meeting

4.1.1 a draft contract for the purchase by the Company of the Shares from the Seller ("**Buyback Contract**"),

4.1.2 a draft copy of a written resolution of the Company approving the Buyback Contract ("**Written Resolution**"), such resolution to be sent to all eligible members (within the meaning of section 289(1) of the Act) of the Company in accordance with section 291 of the Act

4.2 The directors carefully considered the Documents and the terms contained within them

5. RESOLUTIONS

5.1 The meeting carefully considered the proposed purchase of the Shares pursuant to the Share Buyback and each of the Documents **IT WAS RESOLVED** to

5.1.1 approve the proposed purchase of the Shares and the terms of the Buyback Contract; and

5.1.2 approve the Written Resolution, recommend that it be accepted by the Company and send it to the eligible members of the Company

5.2 The chairperson instructed the Company Secretary to send the Written Resolution to the eligible members of the Company for signature accompanied by the Buyback Contract

5.3 Subject to and following the passing of the Written Resolution, **IT WAS RESOLVED TO**

5.1.3 authorise any one director to execute the Buyback Contract on behalf of the Company and to do and execute all acts and documents necessary or desirable for its completion or otherwise in connection with it,

5.1.4 file a copy of the Written Resolution at Companies House within 15 days of it being passed,

5.1.5 keep a copy of the executed Buyback Contract at the Company's registered office for the period of ten years as required by section 702 of the Act, and

5.1.6 within 28 days following delivery to the Company of the Shares, file Form SH03 and Form SH06 at Companies House regarding the Shares.

6. FILING

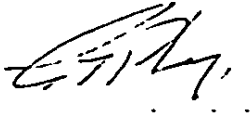
6.1 Subject to the Written Resolution being passed, the chairperson instructed the Company Secretary to make all necessary and appropriate entries in the books and registers of the Company to record the purchase and cancellation of the Shares and to arrange for all necessary forms and documents to be filed at Companies House

7. RESIGNATION OF DIRECTOR

7.1 Philip Hunt advised the meeting that following the completion of the transaction that he would be resigning from the Board of the Company. The Board accepted the resignation and the chairperson instructed the Company Secretary to make all necessary and appropriate entries in the books and registers of the Company to record the resignation and to arrange for all necessary forms and documents to be filed at Companies House

8. CLOSE

There was no further business and the chairperson declared the meeting closed

A handwritten signature in black ink, appearing to be 'E. J. M.', written in a cursive style.

Chairman