

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

WEDNESDAY



A12

\*AZIVP5Q6\*

17/12/2008

281

COMPANIES HOUSE

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

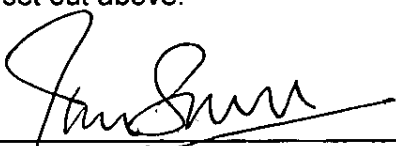
Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and


2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.


## AGREEMENT

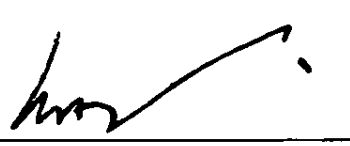
Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

  
Timothy Spicer

  
Dominic Armstrong  
30 October 2008

  
Jeffrey Day  
30th October 2008

  
Mark Bullough  
30 OCTOBER 2008

  
J Day Group Limited 30th October  
2008

SAAD Investments Company Limited  
2008

Frederick Forsyth  
2008

BAO Limited  
2008

Lombard Atlantic Bank NV  
2008

RBC Trustees (CI) Limited  
2008


Angus Sladen  
2008

Michael Donovan/Angela Donovan  
2008

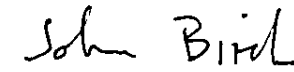
Matthew Linsey/Christopher Wood  
2008


Roderick Sale  
2008

Rock (Nominees) Limited  
2008

  
James Ellery  
30 October 2008

Paragon Returns SDN BHD  
2008

  
Sir John Birch  
29 October 2008

  
Lord Peter Inge  
17/11/08 2008

Dominic and Tania Pemberton  
2008

#### IMPORTANT NOTES:

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to jday@aegisworld.com or mbullough@aegisworld.com (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

company or attorney duly authorised for that purpose, giving his or her full name and indicating the capacity in which he/she is signing.

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

**AEGIS DEFENCE SERVICES LIMITE**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

"**Pemberton Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Sladen Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**RBC Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Linsey Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Donovan Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Rock Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Sale Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008<sub>f</sub>

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

02/11/2008<sub>f</sub>

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008



\_\_\_\_\_  
Matthew Linsey/Christopher Wood  
2008

\_\_\_\_\_  
Roderick Sale  
2008

\_\_\_\_\_  
Rock (Nominees) Limited  
2008

\_\_\_\_\_  
James Ellery  
2008

\_\_\_\_\_  
Paragon Returns SDN BHD  
2008

\_\_\_\_\_  
Sir John Birch  
2008

\_\_\_\_\_  
Lord Peter Inge  
2008

\_\_\_\_\_  
Dominic and Tania Pemberton  
2008

**IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

4

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

4

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer  
2008

\_\_\_\_\_  
Mark Bullough  
2008

\_\_\_\_\_  
Dominic Armstrong  
2008

\_\_\_\_\_  
J Day Group Limited  
2008

\_\_\_\_\_  
Jeffrey Day  
2008

X  
\_\_\_\_\_  
SAAD Investments Company Limited  
02/11/2008

\_\_\_\_\_  
Frederick Forsyth  
2008

\_\_\_\_\_  
BAO Limited  
2008

\_\_\_\_\_  
Lombard Atlantic Bank NV  
2008

\_\_\_\_\_  
RBC Trustees (CI) Limited  
2008

\_\_\_\_\_  
Angus Sladen  
2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan  
2008

---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

Dominic and Tania Pemberton  
2008

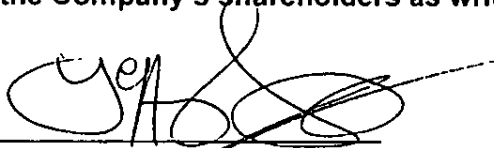
#### **IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

HS  
102

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited

Dated: ~~17<sup>th</sup>~~ November 2008

1

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the



**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

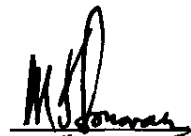
2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

  
\_\_\_\_\_  
Michael Donovan/Angela Donovan

5 November 2008

---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

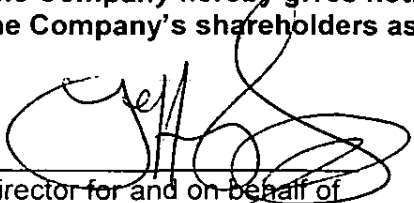
Dominic and Tania Pemberton  
2008

**IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

*31 October* 2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008

---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

Dominic and Tania Pemberton  
2008

**IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the



5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## **AGREEMENT**

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008

\_\_\_\_\_  
Matthew Linsey/Christopher Wood  
2008

\_\_\_\_\_  
Roderick Sale  
2008

\_\_\_\_\_  
Rock (Nominees) Limited  
2008

\_\_\_\_\_  
James Ellery  
2008

\_\_\_\_\_  
Paragon Returns SDN BHD  
2008

\_\_\_\_\_  
Sir John Birch  
2008

\_\_\_\_\_  
Lord Peter Inge  
2008

\_\_\_\_\_  
Dominic and Tania Pemberton  
31/10/2008  
T.I. Pemberton.

**IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on *17<sup>th</sup> November* 2008.



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: *17<sup>th</sup> November* 2008

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800



Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## **AGREEMENT**

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008

Matthew Linsey/Christopher Wood  
2008

Roderick Sale  
2008

Rock (Nominees) Limited  
2008

James Ellery  
2008



Paragon Returns SDN BHD  
24th Oct 2008  
**Paragon Returns S/B**  
638936-U

Sir John Birch  
2008

Lord Peter Inge  
2008

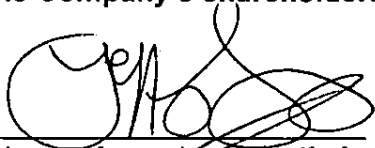
Dominic and Tania Pemberton  
2008

#### IMPORTANT NOTES:

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

  
\_\_\_\_\_  
Frederick Forsyth

28/10/2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008

---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

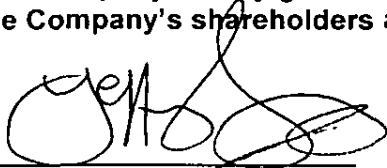
Dominic and Tania Pemberton  
2008

**IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008



**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer

2008

\_\_\_\_\_  
Mark Bullough

2008

\_\_\_\_\_  
Dominic Armstrong

2008

\_\_\_\_\_  
J Day Group Limited

2008

\_\_\_\_\_  
Jeffrey Day

2008

\_\_\_\_\_  
SAAD Investments Company Limited

2008

\_\_\_\_\_  
Frederick Forsyth

2008

\_\_\_\_\_  
BAO Limited

2008

\_\_\_\_\_  
Lombard Atlantic Bank NV

2008

\_\_\_\_\_  
RBC Trustees (CI) Limited

2008

\_\_\_\_\_  
Angus Sladen

2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan

2008

*Angus Sladen*  
25<sup>th</sup> October

---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

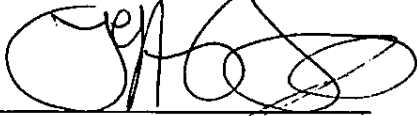
Dominic and Tania Pemberton  
2008

#### **IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

**AEGIS DEFENCE SERVICES LIMITED**  
**(Company No. 4541965)**  
**(the "Company")**

**WRITTEN RESOLUTIONS OF THE MEMBERS OF  
COMPANY PURSUANT TO ARTICLE 7.3 OF THE  
ARTICLES OF ASSOCIATION OF THE COMPANY  
AND SECTION 291 OF THE COMPANIES ACT 2006**

**CIRCULATION DATE: 24 October 2008**

---

**SPECIAL RESOLUTIONS:**

---

**IT IS HEREBY RESOLVED:**

1. THAT, in accordance with, inter alia, section 164(2) of the Companies Act 1985 and Article 16 of the Company's Articles of Association:
  - 1.1 the terms of an agreement between the Company and Frederick Forsyth for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Forsyth Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Forsyth Agreement;
  - 1.2 the terms of an agreement between the Company and SAAD Investments Company Limited for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**SAAD Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the SAAD Agreement;
  - 1.3 the terms of an agreement between the Company and Lombard Atlantic Bank NV for the purchase by the Company of 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £450,000 (the "**Lombard Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Lombard Agreement;
  - 1.4 the terms of an agreement between the Company and BAO Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**BAO Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the BAO Agreement;
  - 1.5 the terms of an agreement between the Company, Dominic Pemberton and Tania Pemberton for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the

**"Pemberton Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Pemberton Agreement;

- 1.6 the terms of an agreement between the Company and Angus Sladen for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sladen Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sladen Agreement;
- 1.7 the terms of an agreement between the Company and RBC Trustees (CI) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"RBC Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the RBC Agreement;
- 1.8 the terms of an agreement between the Company, Matthew Linsey and Christopher Wood for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Linsey Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Linsey Agreement;
- 1.9 the terms of an agreement between the Company, Michael Donovan and Angela Donovan for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Donovan Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Donovan Agreement;
- 1.10 the terms of an agreement between the Company and Rock (Nominees) Limited for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Rock Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Rock Agreement;
- 1.11 the terms of an agreement between the Company and Roderick Sale for the purchase by the Company of 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the **"Sale Agreement"**), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Sale Agreement; and
- 1.12 the terms of an agreement between the Company and Paragon Returns SDN BHD for the purchase by the Company of 13,800

Ordinary Shares of 0.01 pence each in the capital of the Company for the aggregate purchase price of £150,000 (the "**Paragon Agreement**"), a copy of which is attached hereto and a full copy of which is held at the registered office of the Company, be approved and the Company be authorised to enter into the Paragon Agreement; and

2. THAT, in accordance with Article 4.1 of the Company's Articles of Association, consent is hereby granted to the transfer of the shares set out above in Resolution 1 and all rights of pre-emption in relation to such share transfers (whether under the Company's Articles of Association or otherwise) are hereby waived.

## AGREEMENT

Please read the Important Notes at the end of this document before signifying your agreement to the above Resolutions.

Each of the undersigned being (an) ordinary shareholder(s) of the Company eligible to vote on the Resolutions set out above hereby irrevocably agree to Resolutions 1 and 2 set out above.

\_\_\_\_\_  
Timothy Spicer  
2008

\_\_\_\_\_  
Mark Bullough  
2008

\_\_\_\_\_  
Dominic Armstrong  
2008

\_\_\_\_\_  
J Day Group Limited  
2008

\_\_\_\_\_  
Jeffrey Day  
2008

\_\_\_\_\_  
SAAD Investments Company Limited  
2008

\_\_\_\_\_  
Frederick Forsyth  
2008

~~\_\_\_\_\_  
FTC Trust B.V.  
Mr H. J. Mulder~~  
\_\_\_\_\_  
BAO Limited  
29/10/ 2008

\_\_\_\_\_  
Lombard Atlantic Bank NV  
2008

\_\_\_\_\_  
RBC Trustees (CI) Limited  
2008

\_\_\_\_\_  
Angus Sladen  
2008

\_\_\_\_\_  
Michael Donovan/Angela Donovan  
2008



---

Matthew Linsey/Christopher Wood  
2008

---

Roderick Sale  
2008

---

Rock (Nominees) Limited  
2008

---

James Ellery  
2008

---

Paragon Returns SDN BHD  
2008

---

Sir John Birch  
2008

---

Lord Peter Inge  
2008

---

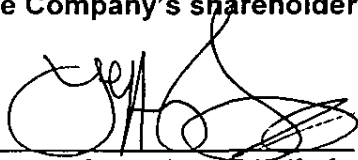
Dominic and Tania Pemberton  
2008

#### **IMPORTANT NOTES:**

1. In accordance with section 297 of Companies Act 2006, each of the resolutions set out above will lapse if it is not passed before the end of the period of 28 days beginning with the Circulation Date. Accordingly, the resolutions will lapse if not passed by 20 November 2008. Pursuant to section 297(2) of the Companies Act 2006, a member's agreement to a resolution is ineffective if signified after the end of that period. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once signed, please return this form to Aegis Defence Services Limited either by (1) hand to one of the directors of the Company (2) post to the Company's registered office at 39 Victoria Street London SW1H 0EU (3) email to [jday@aegisworld.com](mailto:jday@aegisworld.com) or [mbullough@aegisworld.com](mailto:mbullough@aegisworld.com) (4) fax to 0207-222-1022 (telephoning either Jeffrey Day or Mark Bullough before faxing). Where this form is returned by email or fax, please send the original by post to the Company's registered office.
3. In accordance with section 296 of Companies Act 2006, each of the resolutions set out above will be passed when the required majority of the eligible members have signified their agreement to it. A special resolution of the members of a company is a resolution passed by a majority of not less than 75%. Both Resolutions 1 and 2 will be passed by a majority of not less than 75% if they are passed by members representing not less than 75% of the total voting rights of the members entitled on the Circulation Date to vote on those resolutions.
4. If a shareholder is a corporation, this form must be executed under the common seal of the company or under the hand of some officer of the

5. In the case of joint shareholders, the signature of any one holder will be sufficient but the names of all the joint holders should be stated. Where the shares are held jointly by two or more persons and more than one of those persons seek to vote, the only vote accepted will be that cast by the first named of those persons in the Company's register of members.

**The Company hereby gives notice that the above resolutions were approved by the Company's shareholders as written resolutions on 17<sup>th</sup> November 2008.**



Director for and on behalf of  
Aegis Defence Services Limited  
Dated: 17<sup>th</sup> November 2008

DATED 2008

BETWEEN

**RODERICK SALE**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **RODERICK SALE** of Home Farm Dowdeswell Andoversford Cheltenham Gloucestershire GL5 4LX (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. clause and schedule headings do not affect the interpretation of this agreement;

1.2.2. a reference to a clause is a reference to a clause of this agreement;

1.2.3. a person includes a corporate or unincorporated body;

1.2.4. words in the singular include the plural and in the plural include the singular;

1.2.5. a reference to one gender includes a reference to the other gender;

1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

- 1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;
- 1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.
- 4.2. At Completion:
  - 4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



SIGNED as a Deed by )  
**RODERICK SALE** )  
in the presence of: )

Name of Witness

---

Address

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**PARAGON RETURNS SDN BHD**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **PARAGON RETURNS SDN BHD** of 202C 2<sup>nd</sup> Floor, Block A, Kelana Centre Point, 3 Jalan 557/19, Kelana Jaya 47301, Petaling Jaya Malaysia (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

- 1.2.1. clause and schedule headings do not affect the interpretation of this agreement;
- 1.2.2. a reference to a clause is a reference to a clause of this agreement;
- 1.2.3. a person includes a corporate or unincorporated body;
- 1.2.4. words in the singular include the plural and in the plural include the singular;
- 1.2.5. a reference to one gender includes a reference to the other gender;
- 1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

- 1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;
- 1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.
- 4.2. At Completion:
  - 4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**PARAGON RETURNS SDN BHD** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**ANGUS SLADEN**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **ANGUS SLADEN** of The Old House, Wolverton, Tadley Hampshire RG26 5RS  
(the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. clause and schedule headings do not affect the interpretation of this agreement;

1.2.2. a reference to a clause is a reference to a clause of this agreement;

1.2.3. a person includes a corporate or unincorporated body;

1.2.4. words in the singular include the plural and in the plural include the singular;

1.2.5. a reference to one gender includes a reference to the other gender;

1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;

1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and

1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.

4.2. At Completion:

4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

SIGNED as a Deed by )  
**ANGUS SLADEN** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**LOMBARD ATLANTIC BANK NV**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **LOMBARD ATLANTIC BANK NV** c/o SAAD Financial Services Ltd 80 Rue de Lausanne, Geneva 1202 Switzerland (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £450,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

- 1.2.1. clause and schedule headings do not affect the interpretation of this agreement;
- 1.2.2. a reference to a clause is a reference to a clause of this agreement;
- 1.2.3. a person includes a corporate or unincorporated body;
- 1.2.4. words in the singular include the plural and in the plural include the singular;
- 1.2.5. a reference to one gender includes a reference to the other gender;
- 1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

- 1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;
- 1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.
- 4.2. At Completion:
  - 4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**LOMBARD ATLANTIC BANK NV** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED \_\_\_\_\_ 2008

BETWEEN

**SAAD INVESTMENTS COMPANY LTD**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **SAAD INVESTMENTS COMPANY LTD** c/o SAAD Financial Services Ltd 80  
Rue de Lausanne, Geneva 1202 Switzerland (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England  
and Wales with company number 04541965 whose registered office is at 39  
Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Buyer has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £450,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. clause and schedule headings do not affect the interpretation of this agreement;

1.2.2. a reference to a clause is a reference to a clause of this agreement;

1.2.3. a person includes a corporate or unincorporated body;

1.2.4. words in the singular include the plural and in the plural include the singular;

1.2.5. a reference to one gender includes a reference to the other gender;

1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

- 1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;
- 1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.
- 4.2. At Completion:
  - 4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**SAAD INVESTMENTS COMPANY LTD** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**ROCK (NOMINEES) LIMITED**

(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**

(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---



**DMH Stallard**

(incorporating Courts & Co.)

6 New Street Square

London

EC4A 3BF

Tel. Number 020 7822 1520

Fax. Number 020 7481 2333

(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **ROCK (NOMINEES) LIMITED (Company No 01115143)** of 25 Luke Street London EC2A 4AR (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

- 1.2.1. clause and schedule headings do not affect the interpretation of this agreement;
- 1.2.2. a reference to a clause is a reference to a clause of this agreement;
- 1.2.3. a person includes a corporate or unincorporated body;
- 1.2.4. words in the singular include the plural and in the plural include the singular;
- 1.2.5. a reference to one gender includes a reference to the other gender;
- 1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;

1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and

1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.

4.2. At Completion:

4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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



**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**ROCK (NOMINEES) LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**MICHAEL DONOVAN**

and

**ANGELA DONOVAN**

(together, the "Shareholders")

AND

**AEGIS DEFENCE SERVICES LIMITED**

(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholders' entire shareholding in the Company**

---



**DMH Stallard**

(incorporating Courts & Co.)

6 New Street Square

London

EC4A 3BF

Tel. Number 020 7822 1520

Fax. Number 020 7481 2333

(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **MICHAEL DONOVAN** and **ANGELA DONOVAN** both of 59 Berrylands Road  
Surbiton Surrey KT5 8PB (jointly and severally the "**Shareholders**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England  
and Wales with company number 04541965 whose registered office is at 39  
Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholders are the joint legal and beneficial owners of, or are otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholders have agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholders that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholders in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. where any party to this agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally;

1.2.2. clause and schedule headings do not affect the interpretation of this agreement;

1.2.3. a reference to a clause is a reference to a clause of this agreement;

1.2.4. a person includes a corporate or unincorporated body;

1.2.5. words in the singular include the plural and in the plural include the singular;

1.2.6. a reference to one gender includes a reference to the other gender;

- 1.2.7. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;
- 1.2.8. where the words “include(s)”, “including”, “such as” or “in particular” are used in this agreement, they are deemed to have the words “without limitation” following them;
- 1.2.9. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.10. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholders shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholders and the Company.

4.2. At Completion:

4.2.1. the Shareholders shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered holders and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholders to the bank account specified by them. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDERS**

The Shareholders warrant to the Company that:

5.1. the Shareholders are the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;

5.2. the Shareholders have not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and

5.3. the Shareholders have the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.

6.2. The Shareholders by way of security for the performance of their obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his

behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholders undertake to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.



10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in  
manner hereinafter appearing

SIGNED as a Deed by )  
**MICHAEL DONOVAN** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

SIGNED as a Deed by )  
**ANGELA DONOVAN** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**MATTHEW LINSEY**

and

**CHRISTOPHER WOOD**

(together, the "Shareholders")

AND

**AEGIS DEFENCE SERVICES LIMITED**

(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholders' entire shareholding in the Company**

---



**DMH Stallard**

(incorporating Courts & Co.)

6 New Street Square

London

EC4A 3BF

Tel. Number 020 7822 1520

Fax. Number 020 7481 2333

(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **MATTHEW LINSEY** of North of South Capital LLC, One Grosvenor Crescent London SW1X 7EF and **CHRISTOPHER WOOD** c/o CLSA Limited 18/F One Pacific Place Admiralty Hong Kong (jointly and severally the "**Shareholders**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholders are the joint legal and beneficial owners of, or are otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholders have agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholders that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholders in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. where any party to this agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally;

1.2.2. clause and schedule headings do not affect the interpretation of this agreement;

1.2.3. a reference to a clause is a reference to a clause of this agreement;

1.2.4. a person includes a corporate or unincorporated body;

1.2.5. words in the singular include the plural and in the plural include the singular;

1.2.6. a reference to one gender includes a reference to the other gender;

- 1.2.7. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;
- 1.2.8. where the words “**include(s)**”, “**including**”, “**such as**” or “**in particular**” are used in this agreement, they are deemed to have the words “without limitation” following them;
- 1.2.9. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.10. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholders shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholders and the Company.

4.2. At Completion:

4.2.1. the Shareholders shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered holders and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholders to the bank account specified by them. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDERS**

The Shareholders warrant to the Company that:

5.1. the Shareholders are the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;

5.2. the Shareholders have not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and

5.3. the Shareholders have the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.

6.2. The Shareholders by way of security for the performance of their obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute



discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholders undertake to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

## **7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

## **8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

## **9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.

10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

SIGNED as a Deed by )  
**MATTHEW LINSEY** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

SIGNED as a Deed by )  
**CHRISTOPHER WOOD** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**RBC TRUSTEES (CI) LIMITED**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---



**DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **RBC TRUSTEES (CI) LIMITED** of La Motte Chambers, St Helier, Jersey Channel Islands JE1 1PB (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

- 1.2.1. clause and schedule headings do not affect the interpretation of this agreement;

- 1.2.2. a reference to a clause is a reference to a clause of this agreement;

- 1.2.3. a person includes a corporate or unincorporated body;

- 1.2.4. words in the singular include the plural and in the plural include the singular;

- 1.2.5. a reference to one gender includes a reference to the other gender;

- 1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in

each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

1.2.7. where the words "include(s)", "including", "such as" or "in particular" are used in this agreement, they are deemed to have the words "without limitation" following them;

1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and

1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.

4.2. At Completion:

4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered



holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**RBC TRUSTEES (CI )LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED \_\_\_\_\_ 2008

BETWEEN

**DOMINIC PEMBERTON**

and

**TANIA PEMBERTON**

(together, the "Shareholders")

AND

**AEGIS DEFENCE SERVICES LIMITED**

(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholders' entire shareholding in the Company**

---

 **DMH Stallard**

(incorporating Courts & Co.)

6 New Street Square

London

EC4A 3BF

Tel. Number 020 7822 1520

Fax. Number 020 7481 2333

(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **DOMINIC PEMBERTON and TANIA PEMBERTON** both of 14 Kay Siang Road Singapore 248930 (jointly and severally the "**Shareholders**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholders are the joint legal and beneficial owners of, or are otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholders have agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholders that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholders in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

1.2. In this agreement:

1.2.1. where any party to this agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally;

1.2.2. clause and schedule headings do not affect the interpretation of this agreement;

1.2.3. a reference to a clause is a reference to a clause of this agreement;

1.2.4. a person includes a corporate or unincorporated body;

1.2.5. words in the singular include the plural and in the plural include the singular;

1.2.6. a reference to one gender includes a reference to the other gender;

- 1.2.7. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;
- 1.2.8. where the words "include(s)", "including", "such as" or "in particular" are used in this agreement, they are deemed to have the words "without limitation" following them;
- 1.2.9. references to this agreement include this agreement as amended or varied in accordance with its terms; and
- 1.2.10. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

- 2.1. On the terms of this agreement, the Shareholders shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

- 4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholders and the Company.



4.2. At Completion:

4.2.1. the Shareholders shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered holders and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholders to the bank account specified by them. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDERS**

The Shareholders warrant to the Company that:

5.1. the Shareholders are the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;

5.2. the Shareholders have not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and

5.3. the Shareholders have the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.

6.2. The Shareholders by way of security for the performance of their obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute

discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholders undertake to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

## **7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

## **8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

## **9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.

- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

SIGNED as a Deed by )  
**DOMINIC PEMBERTON** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

SIGNED as a Deed by )  
**TANIA PEMBERTON** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**BAO LIMITED**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---



**DMH Stallard**

(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **BAO LIMITED** c/o Schiphol Boulevard 231, 118 BH Amsterdam The Netherlands (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £150,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 13,800 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

- 1.2.1. clause and schedule headings do not affect the interpretation of this agreement;
- 1.2.2. a reference to a clause is a reference to a clause of this agreement;
- 1.2.3. a person includes a corporate or unincorporated body;
- 1.2.4. words in the singular include the plural and in the plural include the singular;
- 1.2.5. a reference to one gender includes a reference to the other gender;
- 1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in



each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;

1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and

1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.

4.2. At Completion:

4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered

holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

## **5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

## **6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

EXECUTED as a Deed by )  
**BAO LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

DATED 2008

BETWEEN

**FREDERICK FORSYTH**  
(the "Shareholder")

AND

**AEGIS DEFENCE SERVICES LIMITED**  
(the "Company")

---

**SHARE SALE AND PURCHASE AGREEMENT**

in relation to

**The Buy-Back of the Shareholder's entire shareholding in the Company**

---



(incorporating Courts & Co.)  
6 New Street Square  
London  
EC4A 3BF  
Tel. Number 020 7822 1520  
Fax. Number 020 7481 2333  
(Ref: PAG/ 163462)

**THIS AGREEMENT IS DATED**

**2008**

**BETWEEN**

- (1) **FREDERICK FORSYTH** of East End Green Farm, Hertford, Hertfordshire SG14 2PD (the "**Shareholder**")

**AND**

- (2) **AEGIS DEFENCE SERVICES LIMITED** incorporated and registered in England and Wales with company number 04541965 whose registered office is at 39 Victoria Street London Middlesex SW1H 0EU (the "**Company**")

**BACKGROUND**

- (A) The Company is a private company limited by shares and at the date of this agreement has an authorised share capital of £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each of which 1,498,400 are in issue and are fully paid.
- (B) The Shareholder is the legal and beneficial owner of, or is otherwise able to procure the transfer of, the legal and beneficial title to the Shares.
- (C) The terms of this agreement were duly approved by a special resolution of the members of the Company passed on 2008 under the provisions of Chapter 2 of Part 13 of Companies Act 2006 for the purposes of section 164(2) of the Companies Act 1985 and Article 4.1 and Article 16 of the Company's Articles of Association and such approval has not been varied or revoked and has not expired.
- (D) The Shareholder has agreed to sell and the Company has agreed to buy the Shares subject to the terms and conditions of this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless otherwise stated or the context otherwise requires the following expressions shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

**"Completion"** means completion of the sale and purchase of the Shares in accordance with this agreement;

**"Completion Date"** means the earlier of:

- (a) 31 December 2008; and
- (b) such date that the Company gives written notice to the Shareholder that Completion is to occur, such date being no earlier than 5 Business Days from the date of such notice.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

**"Purchase Price"** means £450,000 to be paid by the Company to the Shareholder in accordance with clause 3; and

**"Shares"** means 41,400 Ordinary Shares of 0.01 pence each in the capital of the Company.

- 1.2. In this agreement:

1.2.1. clause and schedule headings do not affect the interpretation of this agreement;

1.2.2. a reference to a clause is a reference to a clause of this agreement;

1.2.3. a person includes a corporate or unincorporated body;

1.2.4. words in the singular include the plural and in the plural include the singular;

1.2.5. a reference to one gender includes a reference to the other gender;

1.2.6. a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement but in



each such case, not so as to increase the liability of any person beyond that which it would otherwise have been as at Completion;

1.2.7. where the words "**include(s)**", "**including**", "**such as**" or "**in particular**" are used in this agreement, they are deemed to have the words "without limitation" following them;

1.2.8. references to this agreement include this agreement as amended or varied in accordance with its terms; and

1.2.9. where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the next following Business Day.

## **2. SALE AND PURCHASE AND WAIVER OF PRE-EMPTION RIGHTS**

2.1. On the terms of this agreement, the Shareholder shall sell and the Company shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

## **3. PURCHASE PRICE**

The Purchase Price shall be satisfied in cash payable on Completion in accordance with clause 4.2.2.

## **4. COMPLETION**

4.1. Completion shall take place on the Completion Date at the offices of the Company at 11.00am or at any other place or time as may be agreed in writing by the Shareholder and the Company.

4.2. At Completion:

4.2.1. the Shareholder shall deliver or cause to be delivered a Stock Transfer Form in favour of the Company transferring the Shares in the name of the registered holder and the relative share certificates and/or an indemnity in the agreed form for any lost certificates; and

- 4.2.2. the Company shall pay the total of the Purchase Price, by telegraphic transfer to the Shareholder to the bank account specified by him. Payment made in accordance with this clause shall constitute a valid discharge of the Company's obligations under clause 3.

**5. WARRANTIES OF THE SHAREHOLDER**

The Shareholder warrants to the Company that:

- 5.1. the Shareholder is the owner of the Shares and the Shares shall be free and clear of any Encumbrance as at the Completion Date;
- 5.2. the Shareholder has not granted any option or entered into any contract with any third party for the sale of the Shares which may adversely affect the transfer of the Shares herein; and
- 5.3. the Shareholder has the legal right and full power and authority to enter into this agreement and that, when executed, the provisions of this agreement will be enforceable in accordance with its terms.

**6. FURTHER ASSURANCE**

- 6.1. Without limitation to the obligations implied by law, the parties shall after as well as upon the Completion Date do all acts and things and sign and execute all documents and deeds and undertake any other procedures or enter into any documents which shall be necessary or desirable to effect the transfer of the Shares free and clear of any Encumbrance.
- 6.2. The Shareholder by way of security for the performance of his obligations hereunder, irrevocably and unconditionally appoints any director of the Company to be his attorney ("**Attorney**") to execute and do in his name or otherwise on his behalf all documents, acts and things which the Attorney shall in his absolute discretion consider necessary or desirable in order to implement the provisions of this agreement including to lawfully exercise all voting and other rights and receive all benefits and entitlements in respect of the Shares.

- 6.3. The Shareholder undertakes to ratify whatever the Attorney shall lawfully do or cause to be done in accordance with the power of attorney granted pursuant to this clause.

**7. EXPENSES**

Except as otherwise expressly provided in this agreement, each party shall bear his or its respective expenses incurred in connection with the preparation, execution and performance of this agreement, including all fees and expenses of agents, representatives, counsel and accountants.

**8. THIRD PARTY RIGHTS**

- 8.1. This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties) Act 1999.

**9. COUNTERPARTS**

- 9.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**IN WITNESS** whereof the parties hereto have signed this instrument as their deed in manner hereinafter appearing

SIGNED as a Deed and DELIVERED by     )  
**FREDERICK FORSYTH**                             )  
in the presence of:                             )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

EXECUTED as a Deed by )  
**AEGIS DEFENCE SERVICES LIMITED** )  
by the signatures of its under mentioned )  
officers acting under its authority: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary