

Company No. 4541965

WRITTEN RESOLUTION
of
AEGIS DEFENCE SERVICES LIMITED (the "Company")

Pursuant to section 281(1)(a) of the Companies Act 2006 (the "Act")

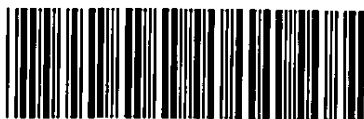
Circulation date 12th April 2010

Pursuant to section 291 of the Act, the directors of the Company propose that Resolution 1 below is passed as a special resolution of the Company

Special resolution

- 1 THAT the draft new articles of association, in the form attached to this written resolution and initialled by the Company Secretary for the purposes of identification, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

TUESDAY



AZZSJWE

A48

11/05/2010

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COMPANIES HOUSE

SIGNATURES

We, the undersigned, each being a member of the Company who at 12th April 2010 would have been entitled to vote on the resolutions, agree to the above resolutions

Signed by

Date

DOMINIC ARMSTRONG

.....

.....

Signed by

Date

JOHN BIRCH

.....

.....

Signed by

Date

MARK BULLOUGH

.....

.....

Signed by

Date

JEFFREY DAY

.....

.....

Signed by

Date

JAMES ELLERY

.....

.....

Signed by

Date

PETER INGE

.....

.....

Signed by

Date

TIMOTHY SPICER

.....

.....

Signed on behalf of J DAY GROUP
LIMITED

Date

.....

(signature of duly authorised
representative of the J Day Group
Limited)

.....

Notes

- (1) If you agree to all of the above resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by sending it as an attachment to an email at tgrey@aegisworld.com or by post to 39 Victoria Street, London, SW1H 0EU, UK for the attention of Toby Grey
- (2) A member's agreement to a written resolution, once signified, may not be revoked
- (3) A written resolution is passed when the required majority of eligible members have signified their agreement to it
- (4) The resolutions set out above must be passed before 28 April 2010 otherwise they will lapse
- (5) If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

AMENDED

No 4541965

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AEGIS DEFENCE SERVICES LIMITED

(as adopted by Special Resolution passed on 2nd October 2003 and
as amended by Special Resolution passed on 31st December 2007 and
Written Resolutions passed on 4 April 2008 and 12th April 2010)

1 Preliminary

The regulations in Table A (as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 SI 1985 No 805 as amended) shall apply to the Company, save in so far as the Articles set out below disapply, modify or are inconsistent with them, to the exclusion of the Table A contained in any other enactment. References to Regulations are to Regulations in Table A.

2 Share Capital

The share capital of the Company at the date of adoption of these Articles is £100, divided into 100 Ordinary Shares of £1 each.

1 Each share in the capital of the Company was subdivided into 100 Ordinary Shares of 1 pence each so as to create an authorised share capital of £100 divided into 10,000 Ordinary Shares of 1 pence each by special resolution passed on 18 November 2003.

2 The authorised share capital of the Company was increased from £100 to £150 by the creation of 5,000 Ordinary Shares of 1 pence each so as to create an authorised share capital of £150 divided into 15,000 Ordinary Shares of 1 pence each by special resolution passed on 18 November 2003.

3 Each of the 15,000 Ordinary Shares of 1 pence each in the capital of the Company was subdivided into 100 Ordinary Shares of 0.01 pence each so as to create an authorised share capital of £150 divided into 1,500,000 Ordinary Shares of 0.01 pence each by special resolution passed on 31st December 2007.

4 The authorised share capital of the Company was increased from £150 to £250 by the creation of 1,000,000 new Ordinary Shares of 0.01 pence each in the capital of the Company by special resolution passed on 31st December 2007 so as to create an authorised share capital £250 divided into 2,500,000 Ordinary Shares of 0.01 pence each.

3. Issue of Shares

Subject to the provisions of the Act and Article 16, all unissued shares shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper

4 Transfer of Shares

4 1 Subject to the provisions of Regulation 24 any shares or any interest in shares (other than any shares in respect of which the holder shall have been required by the Directors under these Articles to give a Transfer Notice or shall have been deemed to have given a Transfer Notice) may at any time be transferred

(a) to any person with the prior consent in writing of holders of shares entitled to cast 75% of the votes exercisable on a poll at a general meeting of the Company (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer), or

(b) by any member being a company to a member of the same group as the transferor, transferees under 4 1 (a) or (b) being "Permitted Transferees"

4 2 If a transferee which is a company ceases to be a member of the same group as the transferor from which (whether directly or by a series of transfers under Article 4 1(b)) the relevant Shares derived, it shall be the duty of the transferee to notify the Directors in writing that such event has occurred and (unless the relevant Shares are thereupon transferred to the transferor or a member of the same group as the transferor, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the transferee shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the relevant Shares

5 Pre-emption on Transfer

5 1 Except in the case of a transfer permitted pursuant to Article 4 or a transfer pursuant to Article 6 5, the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in this Article 5 to transferring shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of shares

5 2 Any person ("the Proposing Transferor") proposing to transfer any shares in the capital of the Company ("the Sale Shares") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "Transfer Notice") that he desires to transfer the Sale Shares and shall state in the Transfer Notice the number of Sale Shares which he desires to transfer and the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares. The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as determined in accordance with Article 5 3 during the Prescribed Period (as defined in Article 5 5) to any member or to any other person selected or approved by the Directors on the basis set out in the following provisions of these Articles and shall include such other details of the proposed transfer as the Directors may in their absolute discretion determine and shall not be revocable except with the consent of the Directors

- 5 3 The Prescribed Price shall be the price agreed between the Proposing Transferor and the holders of at least 75% of the shares in the capital of the Company (other than the shares held by the Proposing Transferor), or in default of such agreement within 14 days after the date of the Transfer Notice, the price per share certified by the Auditors which they consider in their opinion to be the market value thereof (excluding any minority discounts and assuming a going concern basis as between a willing seller and buyer) as at the date on which the Transfer Notice was served
- 5 4 The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith
- 5 5 The Prescribed Period shall commence on the date on which the Transfer Notice is served (or deemed to be served) and shall expire two months after the date on which the Auditors shall have notified the Directors of their determination of the Prescribed Price Pending such determination the Directors shall defer the making of the direction mentioned in Article 5 6 and the offer mentioned in Article 5 7
- 5 6 On receipt of a Transfer Notice (or on the occasion of a deemed Transfer Notice), or on the certification of the Prescribed Price, if later, the Directors may direct that, subject to the Act, the Company shall purchase the Sale Shares
- 5 7 If the Directors do not direct that the Company shall purchase the Sale Shares pursuant to Article 5 6, or if the Company is for any reason unable to purchase the Sale Shares, then all shares included in any Transfer Notice shall by notice in writing be offered by the Company to all members holding shares (other than the holder of the Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of the same class as the Sale Shares Such offer
- (a) shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse, and
 - (b) may stipulate that any members who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any shares not accepted by other members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares respectively held by such class members making such requests
- 5 8 Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the relevant period under Article 5 7 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price
- 5 9 If the Company shall within the Prescribed Period find members or such other persons as aforesaid (each such person being hereinafter called "a Purchaser") to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s), provided that, if the

Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do if he is required by virtue of any provision of these Articles other than this Article 5 to give a Transfer Notice), this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 5 9 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice.

- 5 10 If a Proposing Transferor shall, within 28 days of being required to do so, fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 5 11 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the Proposing Transferor at any time during a period of 45 days after the end of the Prescribed Period shall be at liberty (subject only to the provisions of Regulation 24) to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) provided that
- (a) if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares he shall only be entitled to transfer all the unsold Sale Shares under this Article, and
 - (b) the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

6. Compulsory Transfers

- 6 1 A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such share and the price per share shall be the lower of cost and market value as determined in accordance with Article 5. Any person who does not give a Transfer Notice within 14 days of being required to do so shall be deemed to have served a Transfer Notice at that time, and the provisions of Article 5 shall apply *mutatis mutandis*.

- 6 2 If a share remains registered in the name of a deceased member for longer than one year after the date of his death the Directors may require the legal personal representatives of such deceased member either to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such share Any person who does not give a Transfer Notice within 14 days of being required to do so shall be deemed to have served a Transfer Notice at that time, and the provisions of Article 5 shall apply mutatis mutandis
- 6 3 If a member which is a company or a Permitted Transferee of such member, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, such member or Permitted Transferee shall forthwith at the request of the Directors be required to give a Transfer Notice in respect of all of the shares held by such member and/or such Permitted Transferee Any person who does not give a Transfer Notice within 14 days of being required to do so shall be deemed to have served a Transfer Notice at that time, and the provisions of Article 5 shall apply mutatis mutandis
- 6 4 If there is a change in control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of any member which is a company or a Permitted Transferee of such member, it and each of its Permitted Transferees shall be bound at any time, if and when required in writing by the Directors so to do, to give (or procure the giving of in the case of a nominee) a Transfer Notice in respect of all the shares registered in its and their names and their respective nominees' names Any person who does not give a Transfer Notice within 14 days of being required to do so shall be deemed to have served a Transfer Notice at that time, and the provisions of Article 5 shall apply mutatis mutandis
- 6 5 1 If at any time
- (a) Subject to article 6 4, all the holders of the shares (for the purposes of this Article 6 5 the "Member Sellers") of a member which is a company ("Corporate Member") intend(s) to sell all of its or their holding of such shares (or any interest in such shares) (the shares to be sold by the Member Sellers being referred to as the "Selling Member Shares") to a proposed purchaser(s) (the "Proposed Purchaser") who has made a bona fide offer on arm's length terms for the entire issued share capital of the Corporate Member and the entire issued share capital of the Company, and such Corporate Member is the holder of a majority of the Shares, or
 - (b) the holder(s) of a majority of the Shares (for the purposes of this Article 6 5 the "Seller(s)") intend(s) to sell all of its or their holding of Shares (or any interest in such shares) (the shares to be sold by the Seller(s) being referred to as "Selling Shares") to a Proposed Purchaser who has made a bona fide offer on arm's length terms for the entire issued share capital of the Company,
- then in such circumstances, the Corporate Member or the Seller(s) (as applicable) shall have the right to give to the Company not less than 14 days' advance notice

before the Member Sellers shall sell the Selling Member Shares or the Sellers shall sell the Selling Shares (as applicable)

That Notice (the "Selling Notice") will include details of the Selling Member Shares or Selling Shares (as applicable) and the proposed price for each Selling Member Share or Selling Share (as applicable) to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase (being a date not less than 14 days from the date of the Selling Notice ("Completion")) and the terms and conditions of the offer which will be extended to the other members for each of their Shares that they each hold, which for the avoidance of doubt shall

- (a) in respect of a sale of the Selling Member Shares, be on the same price and terms offered by the Proposed Purchaser to the Member Sellers that is based on the valuation placed on each Share held by the Corporate Member, which is reflected in the price to be paid to the Member Sellers, and
- (b) in respect of a sale of the Selling Shares, be on the same price and terms offered by the Proposed Purchaser to the Seller(s) for each Selling Share

6 5 2 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the members (other than the Corporate Member or the Seller(s) (as applicable)) (the "Other Members") giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the terms contained in the Selling Notice

6 5 3 Each member who is given a Compulsory Sale Notice shall sell all of their shares referred to in the Compulsory Sale Notice in accordance with the terms set out in the Compulsory Sale Notice

6 5 4 If any of the member(s) (the "Defaulting Member(s)") fails to comply with the terms of a Compulsory Sale Notice given to them, the Company shall be constituted the agent of each Defaulting Member for the sale of their shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until they shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered their share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Member Sellers shall sell the Selling Member Shares or the Seller(s) shall sell the Selling Shares (as applicable) to the Proposed Purchaser on Completion, subject at all times to the Corporate Member or Seller(s) (as applicable) being able to withdraw the Selling

Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall cease to have effect."

7. Proceedings at General Meetings

- 7 1 No resolution shall be voted on and no other business shall be transacted at any meeting unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present. The first sentence of Regulation 40 shall be modified accordingly.
- 7 2 For so long as Tim Spicer holds at least 10% of the issued share capital of the Company, a quorum shall consist of three persons entitled to vote upon the business to be transacted, one of whom shall at all times be Tim Spicer. The second sentence of Regulation 40 shall be modified accordingly.
- 7 3 A resolution in writing shall be effective to do anything required by law to be done in general meeting. In the case of a member which is a corporation, the resolution may be signed on behalf of that corporation by any one of its Directors or by its Secretary. Regulation 53 shall be modified accordingly.
- 7 4 Any holder of shares or an interest in shares who has the right to appoint a Director pursuant to Article 10 3, 10 4, 10 5, or 10 6 shall, on a resolution on any matter prescribed under Article 16(a), (b), (f) or (l), whether on a show of hands or on a poll, have such number of votes as would enable him to prevent such resolution being passed.

8. Alternate Directors

- 8 1 The same person may be appointed as the alternate director of more than one Director.
- 8 2 Subject to the provisions of these Articles, an alternate director shall be entitled to attend and vote at all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member at which his appointor is not personally present and generally at such meeting to perform all the functions of his appointor as a Director. Regulation 66 shall be modified accordingly.
- 8 3 A person appointed as an alternate director who is not a Director is not and shall not be deemed to be a Director by reason of such appointment and except as provided in these Articles shall not have power to act as a Director. An alternate director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director. Subject as provided in Article 13 5, the provisions of these Articles relating to whether or not a Director may vote or be counted in the quorum on resolutions concerning matters in which such Director has an interest or duty and to the disclosure of any such interest or duty shall accordingly apply mutatis mutandis to every such alternate director. The provisions of Regulation 85 and 86 (as modified by these Articles) shall apply to alternate directors except that paragraph (b) of Regulation 85 shall extend to the Company in addition to the bodies corporate referred to in that paragraph. An alternate director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of his appointor except in relation to matters in which he acted (or

* Article 6 5 - Amended by special resolution passed on 4 April 2008

* Article 7 4 - Amended by special resolution passed on 31st December 2007

failed to act) on the direction or at the request of his appointor Regulation 69 shall not apply

9 Delegation of Directors' Powers

9 1 The Directors may delegate any of their powers or discretions to any committee of two or more persons, who may include persons who are not Directors whether with or without voting rights or with qualified voting rights provided that (i) more than half of the persons for the time being appointed as members of the committee shall be Directors and (ii) no resolution of the committee shall be effective unless a majority of the members of the committee who are present at the meeting when the resolution is passed or (if such resolution is in writing) sign or approve such resolution are Directors or their alternate directors acting as such The Directors may from time to time impose regulations to govern the proceedings of any such committee References in Table A or these Articles to committees of Directors shall be construed as including references to any such committee whether or not consisting only of Directors Regulation 72 shall be modified accordingly

9 2 Subject to any conditions imposed by the Directors in relation to the delegation of powers or discretions to a committee of Directors, the proceedings of a committee with two or more members shall be governed by any regulations imposed by the Directors pursuant to Article 9 1 and, except where they conflict with such regulations, by the provisions of these Articles regulating the Proceedings of Directors (including without limitation Regulations 92 and 94 (as modified by these Articles)) so far as they are capable of applying but so that references in such provisions to Directors shall be construed as references to any member of such committee (whether or not a Director) The last sentence of Regulation 72 shall not apply

9 3 Any member of a committee of Directors who is not a Director may be paid such remuneration or fees as the Directors may determine and may be paid such travelling, hotel and other expenses (if any) properly incurred by him in connection with his attendance at meetings of the committee or otherwise in connection with the discharge of his duties as such member as the Directors (or any Director authorised in that behalf by the Directors) may approve

10. Appointment and Retirement of Directors

10 1 The Directors shall not be subject to retirement by rotation Regulations 73 and 75 shall not apply and references in any other Regulation to Directors retiring by rotation shall be disregarded

10 2 No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director nor shall any person be ineligible for appointment as a Director by reason of his having attained any particular age Section 293 of the Act shall not apply

10 3 For so long as Tim Spicer holds any shares or any interest in shares in the capital of the Company, he shall be entitled from time to time by notice in writing to the Company to appoint one person as a director of the Company and to replace any such person

* Article 10 3 - Amended by special resolution passed on 31st December 2007

- 10 4 For so long as Mark Bullough holds any shares or any interest in shares in the capital of the Company, he shall be entitled from time to time by notice in writing to the Company to appoint one person as a director of the Company and to replace any such person
- 10 5 For so long as either J Day Group Limited (Company No 00372841) or Jeffrey Day hold any shares or any interest in shares in the capital of the Company, either one of them, but only one of them, shall be entitled from time to time by notice in writing to the Company to appoint one person as a director of the Company and to replace any such person
- 10 6 For so long as Dominic Armstrong holds any shares or any interest in shares in the capital of the Company, he shall be entitled from time to time by notice in writing to the Company to appoint one person as a director of the Company and to replace any such person

11. Disqualification and Removal of Directors

The office of a Director shall be vacated if he shall in writing offer to resign and the Directors shall resolve to accept such offer Regulation 81 shall be modified accordingly

12. Directors' Appointments and Interests

- 12 1 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest, a Director may notwithstanding his office hold and be remunerated in respect of any office or place of profit under the Company and he or any firm of which he is a member may act in a professional capacity for the Company and be remunerated therefor and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit Regulations 84 and 85 shall be modified accordingly
- 12 2 For the purposes of Regulation 85 (as modified by these Articles) a Director shall be deemed to be interested in any transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of Section 317 of the Act In the case of any transaction or arrangement with the Company in which the Director is interested before it is made or entered into, a general notice given by a Director and which otherwise complies with paragraph (a) of Regulation 86 shall not be a disclosure as provided in that paragraph unless it relates to a specified company or firm of which he is a member or a specified person who is connected with the Director within the meaning of Section 346 of the Act Regulation 86 shall be modified accordingly
- 12 3 References in this Article and in Regulations 85 and 86 (as modified by these Articles) to transactions or arrangements shall include contracts, guarantees and indemnities (whether or not constituting a transaction or arrangement) Regulations 85 and 86 shall be modified accordingly

* Article 10 4 - Inserted by special resolution passed on 31st December 2007
* Article 10 5 - Inserted by special resolution passed on 31st December 2007
* Article 10 6 - Inserted by special resolution passed on 31st December 2007

13. Proceedings of Directors

- 13 1 Notice of a meeting of the Directors shall be given to a Director who is absent from the United Kingdom. If the same person is the alternate director for more than one Director he shall be entitled in the absence of two or more of his appointors to separate votes on behalf of each such appointor on a cumulative basis in addition (if he is himself a Director) to his own vote. Regulation 88 shall be modified accordingly.
- 13 2 A quorum for a meeting of the directors shall be two**
- 13 3 A Director who is also an alternate director, if his appointor is not present, shall be counted only once in identifying the number of Directors for the purposes of the quorum for the transaction of the business of the Directors. Regulation 89 (as modified as aforesaid) shall be modified accordingly.
- 13 4 Regulation 92 shall apply to resolutions in writing of Directors and extend to include alternate directors, and shall be modified accordingly.
- 13 5 Any Director or alternate director who attends a meeting of Directors by telephone or other conference facility shall be deemed to be personally present at such meeting for all purposes of these Articles and shall be counted in the quorum accordingly.
- 13 6 Subject to the provisions of the Act, a Director may vote at a meeting of Directors on any resolution on which he would otherwise be prohibited from voting by Regulation 94 (including a resolution for the approval of an alternate director appointed by him) provided that before such resolution is moved he discloses to the meeting or his deemed pursuant to Regulation 86 (as modified by these Articles) to have disclosed the nature and extent of his interest. Regulation 94 shall be modified accordingly.
- 13 7 On any resolution of the members to remove any director appointed pursuant to Articles 10 3, 10 4, 10 5 or 10 6, all or any of the shares held by the person who appointed the director who is the subject of that resolution shall (for so long as that person has any continuing ownership or interest in those shares) confer such number of votes as would enable the holder thereof to prevent such resolution being passed.
- 13 8 If an alternate director has an interest in a matter for the purposes of Regulation 94 only because he is treated as having an interest of his appointor or one of his appointors and such alternate director is himself a Director and/or is also an alternate director for any other Director or Directors not personally present at the meeting, Regulation 94 (as modified by Article 9 6) shall apply separately to each of the votes to which he is entitled on a cumulative basis and (notwithstanding that he is so treated as having an interest and provided he is not otherwise precluded from voting) he may vote and shall be counted in the quorum in respect of his office as Director and as alternate director for such other Director or Directors. Regulations 94 (as modified as aforesaid) and 95 shall be modified accordingly.
- 13 9 All or any of the Directors may participate in a meeting of the Directors or any committee of the Directors by means of a conference telephone or any communication equipment which allows all persons participating in the Meeting to hear each other. A person so participating shall be deemed to be present in person at the Meeting and shall be entitled to vote or be counted in a quorum accordingly.

* Article 13 2 - Amended by special resolution passed on 12th April 2010

* Article 13 7 - Amended by special resolution passed on 31st December 2007

Such a Meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the Meeting then is

14. Accounts

A holder of shares or any interest in shares, subject to such conditions and regulations as the Directors may determine having regard to any obligation binding upon the Company to keep confidential information supplied to it by other persons, may inspect personally or by his agent at any time and from time to time any account or book or document of the Company (and take and retain copies thereof) Regulation 109 shall not apply

15. Notices

Notices shall be given to a holder of shares or any interest in shares whose registered address is outside the United Kingdom Regulation 112 shall be modified accordingly

16. Restrictions on powers of the Company and its Directors

The Company shall not, and shall procure that its subsidiaries shall not, without the prior approval of the holders of at least 75% of the Shares or interests in Shares

- (a) permit or cause to be proposed any alteration to its share capital (including any increase thereof) or the rights attaching to its shares,
- (b) create, allot, issue or redeem any share or loan capital or grant or agree to grant any options for the issue of any share or loan capital, or establish any share option scheme,
- (c) subscribe or otherwise acquire, or dispose of any shares in the capital of any other company,
- (d) acquire or dispose of the whole or part of the undertaking of any other person, firm or company or dispose of the whole or part of the undertaking of the Company,
- (e) permit the disposal of shares in the Company amounting to a Sale or Listing,
- (f) permit or cause to be proposed any amendment to its Memorandum of Association or these Articles,
- (g) cease or propose to cease to carry on its business or be wound up save where it is insolvent,
- (h) apply or permit the Directors to apply to petition to Court for an administration order to be made in respect of the Company,
- (i) make any change to
 - (i) its auditors,
 - (ii) its bankers or the terms of the mandate given to such bankers in relation to its account(s),
 - (iii) its accounting reference date,

- (j) enter into or vary any transaction or arrangement with, or for the benefit of any of the Directors or shareholders or any other person who is a "connected person" (within the meaning of section 839 of the Income and Corporation Taxes Act 1988) with any of the Directors or shareholders,
- (k) borrow monies (other than by way of its agreed overdraft facility) or accept credit (other than normal trade credit), or
- (l) appoint or remove any person as a Director of it (other than pursuant to Articles 10 3, 10 4, 10 5 or 10 6)

Aegis Defence Services Limited (the "Company")

Minutes of a meeting of the board of directors of the Company held at 39 Victoria Street, London SW1H 0EU on 13th April 2010 at 11 45 a m

Present	Dominic Armstrong	Chairman
	Jonathan Newman	
Apologies	Nicholas Soames	
	Graham Lamb	
	Sir James Ellery	
	Paul Boateng	

1 Notice and quorum

The Chairman noted that notice of the meeting had been given to all directors of the Company and that a quorum was present in accordance with the articles of association of the Company adopted by Special Resolution of Shareholders on 12 April 2010 (the "Articles") Accordingly, the Chairman declared the meeting open

2 Purpose

2 1 The Chairman noted that the Articles had been circulated to shareholders of the Company and had been adopted by a written resolution of more than 75% of the shareholders on 12 April 2010 The Chairman reported that the purpose of the meeting was to acknowledge the adoption of the Articles

3 Directors' interests

3 1 Each of the directors was asked to declare any situation where (as a result of any of the matters to be considered at this meeting or any other matter) he could have a direct or indirect interest (or duty) that conflicts, or possibly may conflict, with the interests of (or his duties to) the Company, with a view to determining with the board how the situation should be dealt with

3 2 It was noted that pursuant to the Articles of the Company, each director having declared his interest was entitled to vote (and to be counted in the quorum) on the resolutions to be considered at the Meeting

4 Documents

The following were produced to the meeting

(a) Confirmation that a written resolution of the Company adopting the Articles had been signed by of the holders of at least 75% of the issued share capital entitled to vote at general meetings on 12th April, 2010, and

(b) the Articles