

DATE 31 March 2008

4847704

**AIRBORNE SYSTEMS GROUP LIMITED**  
**AIRBORNE SYSTEMS HOLDINGS LIMITED**

**SHARE SALE AGREEMENT**  
**relating to the sale and purchase of**  
**the entire issued share capital of**  
**Edlaw Limited**

WE HEREBY CERTIFY THAT THIS IS  
A TRUE AND EXACT COPY OF THE ORIGINAL  
*Macfarlanes* MACFARLANES  
30 April 2008 10 NORWICH STREET  
LONDON EC4A 1BD

Macfarlanes  
10 Norwich Street  
London EC4A 1BD

AMXS/550469/3491753 4  
28 March 2008

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28/04/2008  
COMPANIES HOUSE

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## SHARE SALE AGREEMENT

**DATE** 31 March 2008

### PARTIES

- 1 **AIRBORNE SYSTEMS GROUP LIMITED** (Registered No 4317894) whose registered office is at Bettws Road, Llangeinor, Bridgend, Mid Glamorgan CF32 8PL (the "Vendor")
- 2 **AIRBORNE SYSTEMS HOLDINGS LIMITED** (Registered No 4847704) whose registered office is at Bettws Road, Llangeinor, Bridgend, Mid Glamorgan CF32 8PL (the "Purchaser")

### RECITALS

- A The Vendor is the registered holder and beneficial owner of the entire issued share capital of Edlaw Limited (Registered No 3739124) (the "Company") comprising 500,000 Ordinary Shares of £0.10 each (the "Shares")
- B The Vendor has agreed to sell and the Purchaser has agreed to buy the Shares on the terms of this Agreement

### AGREEMENT

#### 1 Sale and Purchase

Save for existing security granted in favour of Bank of Scotland ("BoS") (which, for the avoidance of doubt, does not prohibit the matters contemplated by this agreement), the Vendor shall sell with full title guarantee free from all liens, charges, encumbrances and any other third party rights and the Purchaser shall purchase the Shares with effect from and including the date of this Agreement to the intent that as from that date all rights and advantages accruing to the Shares, including any dividends or distributions declared or paid on the Shares after that date shall belong to the Purchaser

#### 2 Consideration

The consideration for the Shares shall be the issue by the Purchaser of 322,871 ordinary shares

#### 3 Completion

Completion of the sale and purchase of the Shares shall take place immediately after the signing of this Agreement when the Vendor shall deliver to the Purchaser, a duly executed transfer in favour of the Purchaser in respect of the Shares together with the certificate for the Shares

#### 4 Warranties

- 4.1 The Vendor warrants to the Purchaser that the Shares
- 4.1.1 comprise the whole of the allotted and issued share capital of the Company,

- 4 1 2 are all fully paid or credited as fully paid,
- 4 1 3 save for existing security granted in favour of BoS, are legally and beneficially owned by the Vendor free from all liens, charges, equities, encumbrances or interests of any nature whatsoever, or any agreement, arrangement or obligation to create any of the same, in favour of any other person
- 4 2 The warranties in this Agreement shall not in any respect be extinguished or affected by completion of the sale and purchase of the Shares
- 5 **General**
- 5 1 The Vendor shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the Purchaser may reasonably require for the purpose of giving the Purchaser the full benefit of the provisions of this Agreement
- 5 2 This Agreement does not confer any benefit upon, nor confer any rights enforceable by, any person who is not a party to it, except that a person who is the permitted assignee of a party to it is deemed to be a party to this Agreement and the rights of such assignee shall, subject to and upon any assignment permitted by this Agreement, be regulated by the terms of this Agreement
- 5 3 This Agreement may be executed in any number of counterparts each of which when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument
- 5 4 This Agreement shall be governed by and construed in accordance with the Laws of England

**Signed** on the date set out at the head of this Agreement

SIGNED by  
for and on behalf of AIRBORNE  
SYSTEMS GROUP LIMITED

)  
)  
)

Shirley Barker



SIGNED by  
for and on behalf of AIRBORNE  
SYSTEMS HOLDINGS LIMITED

)  
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Shirley Barker

