

Company number 05265566

Private Company Limited by Shares

Written Resolutions

of

Dawnus Holdings Limited (Company)

Circulated on *9th July* 2012 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act), the directors of the Company propose that resolutions below are passed as special resolutions (**Resolutions**)

Special Resolutions

1 Buyback of shares

- 1 1 THAT the terms of a proposed agreement attached to this Resolution (**Buyback Agreement**) to be made between the Company, Airborne Corporation, Edward Keith Jenkins and Gavin Lee Jenkins for the for the purchase by the Company of 61 B ordinary shares of £1 in the capital of the Company at an aggregate price of £4,749,630 be approved and the Company be authorised to enter into the Buyback Agreement

2 Waiver of pre-emption rights

- 2 1 THAT, subject to the passing of Resolution 1, any pre-emption rights applicable upon the transfer of shares, whether contained in the Articles of Association of the Company or in any agreement between the shareholders, be disapplied in connection with the purchases of shares to be carried out pursuant the Buyback Agreement

Agreement

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

The undersigned, a person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed by Brian Dalling

Date

Brian Dalling
9/7/12

Signed by Russell Tracy Evans

Date



A22 17/08/2012 #221
COMPANIES HOUSE

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A22

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RT
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11/7/12
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2. The second part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

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13. The thirteenth part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

Signed by Robert Gwilym Jones

Date

Signed by Roderick Wayne Jones

Date

Signed by Andrew Garfield Peters

Date

Signed by Colin Stearman

Date

Signed by Robert David Howell
Williams

Date

Signed by Edward Keith Jenkins (for
the purpose of consenting to
Resolution 2 only)

Date

Signed by Gavin Lee Jenkins (for the
purpose of consenting to Resolution 2
only)

Date

Signed by

Name

For and on behalf of Airborne
Corporation (for the purpose of
consenting to Resolution 2 only)

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Date

E K Jenkins

11th July 2012

Signed by Gavin Lee Jenkins (for the
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only)

Date

Gavin Lee Jenkins

11th July 2012

Signed by

Name

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Corporation (for the purpose of
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Date

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only)


Date

Signed by

Name

For and on behalf of Airborne
Corporation (for the purpose of
consenting to Resolution 2 only)

Date


CARLTON MORTIER

11th JULY 2012

Dated 2012

Buyback and Redemption Agreement

between

Airborne Corporation

and

Keith Jenkins

and

Gavin Jenkins

and

Dawnus Holdings Limited



A22

17/08/2012
COMPANIES HOUSE

#220

Richard Hiscoke
E-mail rhiscoke@vww.co.uk
DDI 0117 314 5345
Reference rjh 2dg47 xxxx

 **Veale Wasbrough
Vizards**

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This agreement is dated

2012

Parties

(1) **Airborne Corporation**, a company incorporated in the Bahamas (company number 23238B) whose registered office is at 3rd Floor, 308 East Bay Street, PO Box CB12407, Nassau, Bahamas (**Airborne**)

(2) **Edward Keith Jenkins** of Valley View, Gwaelod-y-Garth, Cardiff, CF15 9HJ (**EKJ**)

(3) **Gavin Lee Jenkins** of Valley View, Gwaelod-y-Garth, Cardiff, CF15 9HJ (**GLJ**)

Together Airborne, EKJ and DLJ are the **Sellers**

(4) **Dawnus Holdings Limited** a company incorporated in England and Wales (company number 5265566) whose registered office is at Unit 7, Dyffryn Court, Riverside Business Park, Tawe Vale, Swansea, Glamorgan, SA7 0AP (**Company**)

Background

(A) The Sellers are the registered holders of the number of B Shares shown in Part 1 of Schedule 1 It is proposed that the Company shall purchase the B Shares from the Sellers for cancellation on the terms of this agreement

(B) Airborne is the registered holder of the number of Preference Shares shown in Part 2 of Schedule 1 It is proposed that that the Company redeems the Preference Shares on the terms of this agreement

(C) It is noted that a special resolution of the Company was passed on or before the date of this agreement approving the terms of this agreement

Agreed terms

1 Interpretation

1.1 The definitions below and in the background provision of this agreement shall apply to this agreement

B Shares: means the 61 B Ordinary Shares of £1 each in the capital of the Company

Continuing Shareholders: has the meaning given to it in the Deed of Termination

Deed of Termination: means the deed of termination of the Shareholders' Agreement in respect of the Sellers to be made on or around the date of this agreement between Airborne (1) EKJ (2) GLJ (3) K&YLS (4) the Continuing Shareholders (as defined therein) (5), Richard Hughes (6) and the Company (7)

K&YLS: means K&Y Legal Services Limited a company incorporated in England and Wales with company number 05304909 whose registered office is at 374 Cambridge Road East, Cardiff CF5 1JJ

Preference Shares: means the 47,000 Preference Shares of £0.01 each in the capital of the Company

Shareholders' Agreement the shareholders' agreement dated 6 November 2008 and made between the Continuing Shareholders (1) Airborne (2) EKJ (3) GLJ (4) K&YLS (5) and the Company (6), as supplemented and varied from time to time including by a deed of accession dated July 2009 and signed by Richard Hughes in favour of the other parties thereto

2 Buyback and redemption

- 2 1 The Sellers agree to sell, or procure the sale of the B Shares with full title guarantee for an aggregate consideration of £4,749,530 (**Consideration**) in the proportions shown in the Schedule and the Company agrees to purchase them and to pay such consideration to the Sellers
- 2 2 The Company and Airborne agree that the Preference Shares shall be redeemed at par value being an aggregate consideration of £470 (**Redemption Sum**) upon completion of the purchase of the B Shares
- 2 3 The Sellers warrant that there are no liens, charges or other encumbrances over or in respect of the B Shares or Preference Shares
- 2 4 The B Shares have been issued nil paid and the Sellers agree to pay to the Company an amount equal to the nominal value of the B Shares held by that Seller (**Unpaid Sums**)
- 2 5 The Sellers and the Company have agreed that the Unpaid Sums shall be set off against the Consideration that is to be paid by the Company

3 Completion

- 3 1 Completion of the sale and purchase of the B Shares and redemption of the Preference Shares shall take place immediately following execution of this agreement (or at such other time agreed by the parties), when
 - 3 1 1 the Sellers shall deliver the share certificates to the B Shares or indemnities in the agreed form for any lost certificates,
 - 3 1 2 the Sellers shall deliver, and procure the delivery by K&YLS of, the Deed of Termination duly executed,
 - 3 1 3 EKJ shall procure the immediate written resignation of K&YLS as a director of the Company in the form set out in Schedule 2, and
 - 3 1 4 the Company shall deliver, and procure the delivery by the Continuing Shareholders and Richard Hughes of, the Deed of Termination duly executed,
 - 3 1 5 the Company shall satisfy its obligation to pay
 - (a) the Consideration less the Unpaid Sum (being £4,749,469), and
 - (b) the Redemption Sum,
- by the payment of the sum of £4,749,939 to the Sellers' solicitors by way of telegraphic transfer for same day value to the Sellers' solicitors' bank account (details of which will be provided to the Company) which shall be valid discharge of the obligation

4 Power of attorney

- 4 1 Each Seller irrevocably appoints the Company as that Seller's attorney, to act in that Seller's name and on that Seller's behalf, to exercise all rights attaching to the B Shares (including, but not limited to, exercising all voting rights, signing or executing all documents, deeds, instruments and doing all acts) pending the cancellation of the B Shares and each Seller agrees, immediately on the Company's request, to ratify and confirm any and all acts done and any and all documents, deeds and instruments signed, executed, sealed, delivered under the appointment contained in this clause 4

- 4 2 Airborne irrevocably appoints the Company as its attorney, to act in its name and on that its behalf, to exercise all rights attaching to the Preference Shares (including, but not limited to, exercising all voting rights, signing or executing all documents, deeds, instruments and doing all acts) pending the cancellation of the Preference Shares and Airborne agrees, immediately on the Company's request, to ratify and confirm any and all acts done and any and all documents, deeds and instruments signed, executed, sealed, delivered under the appointment contained in this clause 4

5 Further assurance

- 5 1 Each Seller agrees that, on being requested in writing by the Company to do so, he or it shall, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement

6 Entire agreement

- 6 1 This agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation

7 Agreement survives completion

- 7 1 This agreement shall remain in effect despite its completion

8 Counterparts

- 8 1 This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

9 Governing law and jurisdiction

- 9 1 This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement

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

Schedule 1

Part 1 B Shares

Seller	Shares held	Consideration	Net Consideration after Unpaid Sum
Airborne Corporation	28 B Shares	£[•]	£[•]
Edward Keith Jenkins	28 B Shares	£[•]	£[•]
Gavin Lee Jenkins	5 B Shares	£[•]	£[•]

Part 2 Preference Shares

Shareholder	Shares held	Redemption Sum
Airborne Corporation	47,000 Preference Shares	£470

Schedule 2 Resignation letter

The Directors
Dawnus Holdings Limited
Unit 7, Dyffryn Court,
Riverside Business Park,
Tawe Vale,
Swansea,
Glamorgan, SA7 0AP

[●] July 2012

Resignation as a director

We, K&Y Legal Services Limited, hereby resign as a director of Dawnus Holdings Limited (Company) with effect from the conclusion of the board meeting at which this letter is presented

Yours faithfully

Signed for an on behalf of
K&Y LEGAL SERVICES LIMITED

Signed as a deed by AIRBORNE
CORPORATION acting by a director
in the presence of

Name

Address

Occupation

Signed as a deed by EDWARD
KEITH JENKINS in the presence of

Name

Address

Occupation

Signed as a deed by GAVIN LEE
JENKINS in the presence of

Name

Address

Occupation

Signed as a deed by DAWNUS
HOLDINGS LIMITED acting by a
director in the presence of

Name

Address

Occupation