

Company No 03297769

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

BREWLAB LIMITED (Company)

TUESDAY



A39PPYBF

A23

10/06/2014

#152

COMPANIES HOUSE

CIRCULATION DATE [4th June] 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed, as special resolutions (together, **Resolutions**).

RESOLUTIONS

- 1 THAT the provisions of Article 16 of the Articles of Association of the Company (pre-emption Rights on Transfers of Shares) shall be disapplied in relation to the proposed purchase by the Company of its own Shares pursuant to the Purchase Contract referred to in Resolution 2 and, each member having waived all rights to be offered any of the Shares proposed to be purchased, that such proposed purchase be permitted to proceed and be completed without any requirement for the relevant Shares to be offered under the pre-emption rights set out in such Article 16 or otherwise
- 2 THAT the terms of a contract proposed to be made between the Company and ST JOHN USHER for the purchase by the Company of 1 B Ordinary Share and 7 A Ordinary Shares all of £1 00 each in the capital of the Company for a total consideration of £50,288 as set out in the contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

AGREEMENT

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

The undersigned, each being a person entitled to vote on the above resolutions (subject to note 1 below) on the CIRCULATION DATE, hereby irrevocably agrees to the Resolutions

Signed by KEITH ROBERT THOMAS

.. K. Thomas

Date

4-6-14

Signed by SAINT JOHN USHER
(In relation to Resolution 1 only)

.....

Date

.....

NOTES

- 1 In relation to Resolution 2, only shareholders whose shares are not being purchased are eligible to vote as provided in section 289 of the Companies Act 2006
- 2 An eligible member can choose to agree to both of the Resolutions or neither of them but cannot agree to only one of the resolutions. If you agree to the Resolution[s], please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By Hand delivering the signed copy to Keith Robert Thomas at 1 West Quay Court, Sunderland Enterprise Park, Sunderland, Tyne & Wear, SR5 2TE
Post returning the signed copy by post to Keith Robert Thomas at 1 West Quay Court, Sunderland Enterprise Park, Sunderland, Tyne & Wear, SR5 2TE
E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to sjl@glaisvers.com. Please enter "Written resolution[s]" in the e-mail subject box
- 3 If you do not agree to the Resolution[s], you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 4 Once you have indicated your agreement to the Resolution[s], you may not revoke your agreement.
- 5 Where, within 28 days, insufficient agreement has been received for the Resolution[s] to pass, they will lapse. If you agree to [this][these] Resolution[s], please indicate your agreement and notify us as soon as possible.
- 6 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 7 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.

Company No 03297769

PRIVATE COMPANY LIMITED BY SHARES

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of

BREWLAB LIMITED (Company)

TUESDAY

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4-6-2014

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DATED 4th June 2014

SHARE PURCHASE AGREEMENT

between

SAINT JOHN USHER

(SELLER)

and

BREWLAB LIMITED

(COMPANY)



Blackfriars House
Parsonage
Manchester, M3 2JA
(Ref MAS/SJL/BRE025 1)

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THIS AGREEMENT is dated [DATE]

4th June 2014

PARTIES

- (1) SAINT JOHN USHER of 2 Sunview Terrace, Cleadon Village, Sunderland, SR6 7SB (Seller)
- (2) BREWLAB LIMITED incorporated and registered in England and Wales with company number 3297769 whose registered office is at 1 West Quay Court, Sunderland Enterprise Park, Sunderland, Tyne & Wear, SR5 2TE (Company)

BACKGROUND

- (A) The Seller is the registered holder of 1 Ordinary B Share and 7 Ordinary A Shares all of £1 each in the capital of the Company (Shares)
- (B) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement which has been approved by a Written Resolution of the members in accordance with section 291 of the Companies Act 2006

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in the background provision of this agreement shall apply to this agreement
- 1.2 In this Agreement "Encumbrance(s)" shall mean 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

2. SALE AND PURCHASE OF SHARES

- 2.1 The Seller agrees to sell the Shares with full title guarantee free from all Encumbrance and together with all rights attached or accruing to them for a total consideration of £50,288 and the Company agrees to purchase them and to pay such consideration to the Seller in cash at Completion of the sale and purchase of the Shares ("Completion")
- 2.2 Completion of the sale and purchase of the Shares shall take place immediately after execution of this agreement at the offices of Glaisyers Solicitors LLP, Manchester, when the Seller shall comply with its obligations in clause 3.3 and subject to such compliance, the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £50,288 to the Seller by way of telegraphic transfer for same day value to the client account of Messrs Peter Dunn & Co, Seller's solicitors
- 2.3 At Completion, the Seller shall deliver to the Company

- (a) transfers of the Sale Shares, in agreed form, executed by the Seller in favour of the Company,
- (b) the share certificates for the Sale Shares or an indemnity, in agreed form, for any lost certificates,
- (c) the written resignation, in agreed form and executed as a deed, of the Seller from his office of Director of the Company,
- (d) any papers or other documents (including without limitation any information recorded in electronic or any other form) relating to the Company and any items owned by the Company that are in the possession of the Seller

3. WARRANTIES

3 1 The Seller warrants that each of the warranties set out in clause 3 4 below ("Warranty" or "Warranties") is true, accurate and not misleading on the date of this agreement

3 2 Each of the Warranties is separate and, unless otherwise specifically provided, is not limited by reference to any other Warranty or any other provision in this agreement

3 3 No information of which the Company, its agents or advisers has knowledge (in each case whether actual, constructive or imputed), or which could have been discovered (whether by investigation made by the Company or on its behalf), shall prejudice or prevent any Claim, or reduce the amount recoverable under any Claim

3 4 The Seller warrants that:-

(a) Power to sell the Shares

- (i) The Seller has the requisite capacity, power and authority to enter into and perform this agreement and the documents referred to in it, and they constitute valid, legal and binding obligations on the Seller in accordance with their respective terms
- (ii) The execution and performance by the Seller of this agreement and the documents referred to in it will not breach or constitute a default under any agreement, instrument, order, judgement or other restriction which binds the Seller

(b) Shares in the Company

- (i) The Shares constitute all those of the allotted and issued shares in the capital of the Company in which the Seller is interested in any way, directly or indirectly and are fully paid, or credited as fully paid
- (ii) The Seller is the sole legal and beneficial owner of the Shares and is entitled to transfer the legal and beneficial title to the Shares to

the Company free from all Encumbrances, without the consent of any other person

- (iii) No Encumbrance has been granted to any person or otherwise exists affecting the Shares and no commitment to create any such Encumbrance has been given, nor has any person claimed any such rights

(c) **Actions as Director/Employee**

- (i) The Seller has not taken any action or done any thing or omitted to take any action or do any thing at any time in any capacity relating to any aspect of the Company, its assets, business, affairs or share capital or which could otherwise affect the Company, its assets, business, affairs or share capital in any way, save for those matters of which Mr Keith Robert Thomas has actual knowledge

4 CONFIDENTIALITY AND ANNOUNCEMENTS

4.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction

- (a) the Seller shall not at any time disclose to any person the terms of this agreement or any trade secret or other confidential information relating to the Company, or make any use of such information other than to the extent necessary for the purpose of exercising or performing his rights and obligations under this agreement,
- (b) the Seller shall not make, or permit any person to make, any public announcement, communication or circular concerning this agreement without the prior written consent of the Company

5. ASSIGNMENT

Neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party

6. FURTHER ASSURANCE

The Seller agrees that, on being requested in writing by the Company to do so, he shall, at his own expense, immediately execute and sign all such deeds and documents and do all such things as the Company may require in order to give effect to the terms of this agreement

7. GOVERNING LAW AND JURISDICTION

7.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

8. ENTIRE AGREEMENT

This agreement (together with the documents referred to in it)] constitutes the entire agreement between the parties in relation to the acquisition of the Shares and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

9. VARIATION AND WAIVER

9.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

9.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10. NOTICES

10.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement)

10.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 10 if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the

second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt)

- 10.3 This clause 10 does not apply to the service of any proceedings or other documents in any legal action

11. SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12. AGREEMENT SURVIVES COMPLETION


This agreement shall remain in effect despite its completion.

13. COUNTERPARTS

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

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

Signed by SAINT JOHN USHER



Saint John Usher

Signed by KEITH ROBERT THOMAS,
Director for and on behalf of
BREWLAB LIMITED

Director