

Company number 01699439

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN CONSENT TO VARIATION OF CLASS RIGHTS

GIVEN BY THE HOLDER OF THE

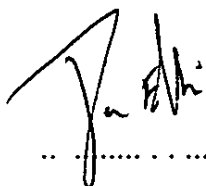
A ORDINARY SHARES OF £0.10 EACH IN

ASTON MANOR BREWERY COMPANY LIMITED

(the "Company")

DATED 15 May 2014

Pursuant to article 11 of the Company's articles of association and section 630 of the Companies Act 2006, I, being the registered holder of all of the issued A ordinary shares of £0 10 each (the "A Shares") in the capital of the Company, hereby sanction and consent to each and every modification, variation, abrogation or surrender of the rights and privileges attached to the A Shares as will or may be involved in or effected by or pursuant to the passing and implementation of the written resolution of the Company that is attached to this written consent (and initialed by me for the purposes of identification)



James Ellis

Dated: 15 May 2014

MONDAY



A07 *A387ZEWV* 19/05/2014 #153
COMPANIES HOUSE

Company Number. 01699439

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

ASTON MANOR BREWERY COMPANY LIMITED

(the “Company”)

Circulated on

2014 (the “Circulation Date”)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the “Act”), the directors of the Company propose that the following resolution be passed as an ordinary resolution (the “Resolution”)

ORDINARY RESOLUTION

THAT the 1,498 A ordinary shares of £0 10 each in the issued share capital of the Company be subdivided into 8,560 A ordinary shares of £0 0175 each in the capital of the Company, such shares having the same rights and being subject to the same restrictions (save as to the nominal value) as the existing A ordinary shares of £0 10 each in the capital of the Company as set out in the articles of association of the Company for the time being.

AGREEMENT

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

The undersigned, being the members of the Company eligible to vote on the Resolution, hereby confirm that a copy of the Resolution has been received in accordance with section 291 of the Act and hereby irrevocably agree that the Resolution be passed as a written resolution pursuant to section 288 of the Act and shall take effect as an ordinary resolution

.....
Herbert Douglas Ellis

Dated: **2014**

.....
Kevin McGrath

Dated: **2014**

... ..
For and on behalf of

Ashfold Limited

Dated: **2014**

... ..
Peter Douglas Ellis

Dated: **2014**

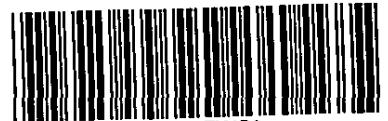
NOTES

1. Eligible members are the members of the Company who would have been entitled to vote on the Resolution on the Circulation Date.
2. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
3. If you do not agree to the Resolution, 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 Resolutions, you may not revoke your agreement.
5. Unless sufficient agreement has been received for the Resolutions to be passed before the end of the period of 28 days beginning on the Circulation Date, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the end of this period.

Company number 01699439

PRIVATE COMPANY LIMITED BY SHARES

MONDAY



A387ZEWO

A07

19/05/2014

#152

COMPANIES HOUSE

WRITTEN RESOLUTIONS
OF
ASTON MANOR BREWERY COMPANY LIMITED
(the "Company")

Circulated on 15 May 2014 (the "Circulation Date")

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

SPECIAL RESOLUTIONS

1. **THAT** subject to the passing of resolution 2, the terms of the proposed agreements between (i) Gordon Johncox and the Company (2) Glen Friel and the Company (iii) Kevin McGrath and the Company (iv) Rodney Clifford and the Company (v) Paul Clifford and the Company (vi) James Ellis and the Company for the purchase by the Company of (i) 1,500 fully paid up A ordinary shares of £0 10 each in the case of Gordon Johncox, (ii) 300 fully paid up A ordinary shares of £0 10 each in the case of Glen Friel, (iii) 350 fully paid up A ordinary shares of £0 10 each in the case of Kevin McGrath, (iv) 350 fully paid up A ordinary shares of £0 10 each in the case of Rodney Clifford, (v) 500 fully paid up A ordinary shares of £0 10 each in the case of Paul Clifford and (vi) 2 fully paid up A ordinary shares of £0 10 each in the case of James Ellis as set out in the agreements produced to the shareholders of the Company (the "Agreements"), and appended hereto, be and hereby are approved and the Company be and hereby is authorised to enter into the Agreements
2. **THAT** all of the signatories to these Resolutions hereby waive any pre-emption rights (whether conferred by the Company's articles of association or otherwise) attaching to the shares in the capital of the Company currently registered in their names only in so far as the pre-emption rights arise in respect of the purchase by the Company of the shares referred to in resolution 1

AGREEMENT

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

The undersigned, the members eligible to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions

Signed



For and on behalf of NTC Services Limited
as corporate director of **Ashfold Limited**

Date 15 May 2014

Peter Douglas Ellis

Date 2014

Herbert Douglas Ellis

Date 2014

Kevin McGrath (signed in respect of Resolution 2 above only Kevin McGrath not being entitled to vote on Resolution 1 above)

Date 2014

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 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
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless sufficient agreement has been received for the Resolutions to be passed before the end of the period of 28 days beginning on the Circulation Date, they will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before the end of this period

DATED 15 May 2014

- (1) GORDON JOHNCOX
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
1,500 of its A ordinary shares of £0.10 each held by
Gordon Johncox



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) **GORDON JOHNCOX** of South Leigh, Ashley, NR Box, Wiltshire, SN13 8AW (the "Seller"), and
- (2) **ASTON MANOR BREWERY COMPANY LIMITED**, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the "Company")

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares
- B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement.
- C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following expressions have the following meanings, unless otherwise specified

"Act"	the Companies Act 2006,
"Business Day"	as defined in clause 6.3,
"Completion"	completion of the purchase of the Shares;
"Consideration"	as defined in clause 3.1;
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect; and
"Shares"	1,500 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller.

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified

- 1.2.1 words in the singular include the plural and vice versa,
- 1.2.2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns; and

1 2.5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it.

2 **SALE OF SHARES**

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £24,257 14 by the Company to the Seller (the "**Consideration**")

2 2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act

2 3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled

3 **CONSIDERATION**

3 1 The Consideration shall be payable in cash on Completion by the Company to the Seller

3.2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement

4 **COMPLETION**

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement

5 **ASSIGNMENT**

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 **NOTICES**

6 1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party.

6.2 Subject to clause 6 3, any such notice shall be deemed to have been duly received

6 2 1 if delivered personally, at the time of delivery,

6 2 2 if sent by first class post, two Business Days after the date of posting;

6 2 3 if sent by airmail, five Business Days after the date of posting, and

- 6 2.4 if sent by email on receipt of confirmation of successful delivery
- 6 3 If deemed receipt occurs before 9 00 am on a Business Day, the notice shall be deemed to have been received at 9.00 am on that day and if deemed receipt occurs after 5 30 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day. For the purposes of this clause, "**Business Day**" means a day which does not fall on a weekend and is not a bank or public holiday in the place of receipt.
- 7 **FURTHER ASSURANCE**
- Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement
- 8 **AMENDMENT**
- No amendment to this agreement shall be effective unless it is in writing and signed by each party
- 9 **WAIVER**
- 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 preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy.
- 10 **ENTIRE AGREEMENT**
- This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter
- 11 **SEVERANCE**
- If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected
- 12 **THIRD PARTY RIGHTS**
- For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it
- 13 **COUNTERPARTS**
- This agreement may be signed in one or more counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart

Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument

14 **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the law of England and Wales.

15 **JURISDICTION**

The legal relationship created by, and any dispute or claim arising out of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales

SIGNED by the parties on the date of this agreement

SIGNED

GORDON JOHNCOX

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SIGNED

for and on behalf of

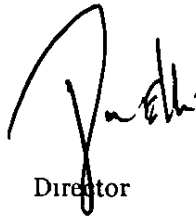
ASTON MANOR BREWERY COMPANY

LIMITED

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Director

DATED 15 May 2014

- (1) GLEN FRIEL
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
300 of its A ordinary shares of £0.10 each held by
Glen Friel



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) GLEN FRIEL of 4 Woodmeade Close, Charlton Kings, Cheltenham, GL52 6TN (the "Seller"), and
- (2) ASTON MANOR BREWERY COMPANY LIMITED, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the "Company")

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares
- B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement
- C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following expressions have the following meanings, unless otherwise specified

"Act"	the Companies Act 2006,
"Business Day"	as defined in clause 6.3,
"Completion"	completion of the purchase of the Shares;
"Consideration"	as defined in clause 3.1,
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect; and
"Shares"	300 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified:

- 1.2.1 words in the singular include the plural and vice versa,

- 1.2.2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns; and

1 2 5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it.

2 **SALE OF SHARES**

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £4,851 43 by the Company to the Seller (the "**Consideration**")

2 2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act

2 3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled.

3 **CONSIDERATION**

3 1 The Consideration shall be payable in cash on Completion by the Company to the Seller.

3.2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement.

4 **COMPLETION**

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement.

5 **ASSIGNMENT**

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 **NOTICES**

6 1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party.

6 2 Subject to clause 6 3, any such notice shall be deemed to have been duly received

6 2 1 if delivered personally, at the time of delivery;

6 2 2 if sent by first class post, two Business Days after the date of posting;

6 2.3 if sent by airmail, five Business Days after the date of posting, and

- 6.2 4 if sent by email on receipt of confirmation of successful delivery
- 6.3 If deemed receipt occurs before 9 00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day and if deemed receipt occurs after 5.30 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9 00 am on the next Business Day. For the purposes of this clause, "**Business Day**" means a day which does not fall on a weekend and is not a bank or public holiday in the place of receipt
- 7 **FURTHER ASSURANCE**
Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement
- 8 **AMENDMENT**
No amendment to this agreement shall be effective unless it is in writing and signed by each party
- 9 **WAIVER**
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 preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy.
- 10 **ENTIRE AGREEMENT**
This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter.
- 11 **SEVERANCE**
If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 12 **THIRD PARTY RIGHTS**
For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it
- 13 **COUNTERPARTS**
This agreement may be signed in one or more counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart

Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument

14 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England and Wales

15 JURISDICTION

The legal relationship created by, and any dispute or claim arising out of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by the parties on the date of this agreement

SIGNED

GLEN FRIEL

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SIGNED

for and on behalf of

ASTON MANOR BREWERY COMPANY

LIMITED

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Director

DATED 15 May 2014

- (1) KEVIN MCGRATH
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
350 of its A ordinary shares of £0.10 each held by
Kevin McGrath



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) KEVIN MCGRATH of 291 Hagley Road, Pedmore, Stourbridge, West Midlands, DY9 0RJ (the "Seller"), and
- (2) ASTON MANOR BREWERY COMPANY LIMITED, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the "Company").

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares
- B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement
- C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following expressions have the following meanings, unless otherwise specified

"Act"	the Companies Act 2006;
"Business Day"	as defined in clause 6.3,
"Completion"	completion of the purchase of the Shares,
"Consideration"	as defined in clause 3.1,
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, and
"Shares"	350 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified.

1.2.1 words in the singular include the plural and vice versa,

1.2.2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns; and

1.2 5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it

2 SALE OF SHARES

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £5,660 00 by the Company to the Seller (the "Consideration")

2.2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act

2 3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled

3 CONSIDERATION

3 1 The Consideration shall be payable in cash on Completion by the Company to the Seller

3 2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement

4 COMPLETION

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement.

5 ASSIGNMENT

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 NOTICES

6 1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party

6 2 Subject to clause 6 3, any such notice shall be deemed to have been duly received

6 2 1 if delivered personally, at the time of delivery,

6 2 2 if sent by first class post, two Business Days after the date of posting,

6 2 3 if sent by airmail, five Business Days after the date of posting, and

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- 7 **FURTHER ASSURANCE**
- Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement
- 8 **AMENDMENT**
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- 9 **WAIVER**
- 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 preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy
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- 12 **THIRD PARTY RIGHTS**
- For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it.
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SIGNED by the parties on the date of this agreement

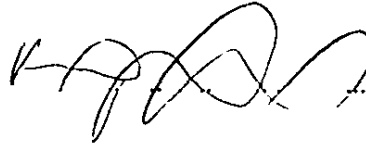
SIGNED

KEVIN MCGRATH

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SIGNED

for and on behalf of

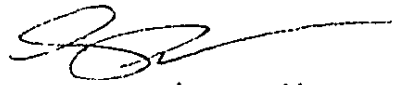
ASTON MANOR BREWERY COMPANY

LIMITED

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Director

DATED 15 May 2014

- (1) RODNEY CLIFFORD
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
350 of its A ordinary shares of £0 10 each held by
Rodney Clifford



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) **RODNEY CLIFFORD** of Little Orchard, Slad, Stroud, G16 7QD (the “**Seller**”), and
(2) **ASTON MANOR BREWERY COMPANY LIMITED**, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the “**Company**”).

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares
B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement.
C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act

IT IS AGREED

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“Consideration”	as defined in clause 3.1;
“Encumbrance”	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, and
“Shares”	350 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified

- 1.2.1 words in the singular include the plural and vice versa;
1.2.2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns, and

1.2 5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it

2 **SALE OF SHARES**

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £5,660 00 by the Company to the Seller (the "**Consideration**")

2.2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act.

2.3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled.

3 **CONSIDERATION**

3.1 The Consideration shall be payable in cash on Completion by the Company to the Seller.

3.2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement

4 **COMPLETION**

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement

5 **ASSIGNMENT**

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 **NOTICES**

6 1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party

6 2 Subject to clause 6 3, any such notice shall be deemed to have been duly received

6 2.1 if delivered personally, at the time of delivery,

6 2 2 if sent by first class post, two Business Days after the date of posting,

6.2 3 if sent by airmail, five Business Days after the date of posting, and

6 2 4 if sent by email on receipt of confirmation of successful delivery

- 6.3 If deemed receipt occurs before 9.00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day and if deemed receipt occurs after 5.30 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9 00 am on the next Business Day For the purposes of this clause, “**Business Day**” means a day which does not fall on a weekend and is not a bank or public holiday in the place of receipt

7 **FURTHER ASSURANCE**

Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement

8 **AMENDMENT**

No amendment to this agreement shall be effective unless it is in writing and signed by each party.

9 **WAIVER**

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 preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy.

10 **ENTIRE AGREEMENT**

This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter

11 **SEVERANCE**

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected

12 **THIRD PARTY RIGHTS**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it

13 **COUNTERPARTS**

This agreement may be signed in one or more counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart.

Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument

14 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England and Wales.

15 JURISDICTION

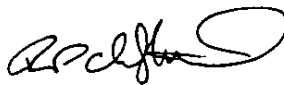
The legal relationship created by, and any dispute or claim arising out of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by the parties on the date of this agreement

SIGNED

RODNEY CLIFFORD

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SIGNED

for and on behalf of

ASTON MANOR BREWERY COMPANY

LIMITED

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Director

DATED 15 may 2014

- (1) PAUL CLIFFORD
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
500 of its A ordinary shares of £0 10 each held by
Paul Clifford



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) PAUL CLIFFORD of Magnolia House, Fore Street, Kentisbeare, EX15 2AD (the "Seller"); and
- (2) ASTON MANOR BREWERY COMPANY LIMITED, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the "Company").

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares.
- B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement
- C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following expressions have the following meanings, unless otherwise specified

"Act"	the Companies Act 2006;
"Business Day"	as defined in clause 6.3,
"Completion"	completion of the purchase of the Shares,
"Consideration"	as defined in clause 3.1,
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect; and
"Shares"	500 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified

- 1.2.1 words in the singular include the plural and vice versa,
- 1.2.2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns; and

1.2 5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it.

2 SALE OF SHARES

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £8,085 71 by the Company to the Seller (the "**Consideration**")

2.2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act

2 3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled

3 CONSIDERATION

3 1 The Consideration shall be payable in cash on Completion by the Company to the Seller

3.2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement

4 COMPLETION

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement

5 ASSIGNMENT

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 NOTICES

6.1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party

6.2 Subject to clause 6 3, any such notice shall be deemed to have been duly received:

6 2 1 if delivered personally, at the time of delivery;

6 2 2 if sent by first class post, two Business Days after the date of posting;

6 2 3 if sent by airmail, five Business Days after the date of posting, and

- 6 2 4 if sent by email on receipt of confirmation of successful delivery
- 6 3 If deemed receipt occurs before 9.00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day and if deemed receipt occurs after 5 30 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day For the purposes of this clause, "**Business Day**" means a day which does not fall on a weekend and is not a bank or public holiday in the place of receipt
- 7 **FURTHER ASSURANCE**
- Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement.
- 8 **AMENDMENT**
- No amendment to this agreement shall be effective unless it is in writing and signed by each party
- 9 **WAIVER**
- 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 preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy
- 10 **ENTIRE AGREEMENT**
- This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter
- 11 **SEVERANCE**
- If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected
- 12 **THIRD PARTY RIGHTS**
- For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it
- 13 **COUNTERPARTS**
- This agreement may be signed in one or more counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart

Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument

14 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England and Wales

15 JURISDICTION

The legal relationship created by, and any dispute or claim arising out of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by the parties on the date of this agreement

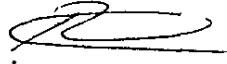
SIGNED

PAUL CLIFFORD

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SIGNED

for and on behalf of

ASTON MANOR BREWERY COMPANY

LIMITED

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Director

DATED 15 May 2014

- (1) JAMES ELLIS
- (2) ASTON MANOR BREWERY COMPANY LIMITED

SALE AND PURCHASE AGREEMENT

Relating to the purchase by the Company of
2 of its A ordinary shares of £0.10 each held by
James Ellis



PricewaterhouseCoopers Legal LLP

AGREEMENT

DATED 15 May 2014

BETWEEN

- (1) JAMES ELLIS of The Old Farm House, Victoria Street, Yoxall, Burton-on-Trent, Staffordshire, DE13 8NG (the "Seller"), and
- (2) ASTON MANOR BREWERY COMPANY LIMITED, a company incorporated in England and Wales (company number 01699439), having its registered office at 173 Thimble Mill Lane, Aston, Birmingham B7 5HS (the "Company")

BACKGROUND

- A The Seller is the legal and beneficial owner of the Shares
- B The Company wishes to purchase and the Seller wishes to sell the Shares on the terms and conditions set out in this agreement.
- C The draft terms of this agreement were approved by written special resolution of the Company on or around the date of this agreement in accordance with section 694 of the Act

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following expressions have the following meanings, unless otherwise specified

"Act"	the Companies Act 2006,
"Business Day"	as defined in clause 6 3,
"Completion"	completion of the purchase of the Shares,
"Consideration"	as defined in clause 3 1,
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, and
"Shares"	2 A ordinary shares of £0.10 each in the capital of the Company registered in the name of and beneficially owned by the Seller.

- 1 2 In this agreement, unless inconsistent with the context or otherwise specified

- 1.2 1 words in the singular include the plural and vice versa,
- 1.2 2 clause headings are inserted for ease of reference only and 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 reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns, and

1 2 5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it.

2 **SALE OF SHARES**

2 1 In accordance with and subject to the terms of this agreement the Seller with full title guarantee shall sell the Shares free from all Encumbrances to the Company in consideration for the payment of £32 34 by the Company to the Seller (the "**Consideration**").

2 2 The Company shall pay the Consideration out of distributable profits available for the payment of the Consideration in accordance with section 692 of the Act

2 3 The sale of the Shares shall have effect with the intent that the entire beneficial ownership of the Shares shall be acquired by the Company to the exclusion of the Seller on and from Completion and thereupon cancelled

3 **CONSIDERATION**

3.1 The Consideration shall be payable in cash on Completion by the Company to the Seller.

3 2 The Consideration shall be funded from the distributable profits of the Company and the Company warrants that it has sufficient available distributable profits to perform its obligations under the terms of this agreement.

4 **COMPLETION**

Completion shall take place at the offices of the Company (or at such other place as the Seller and the Company may agree) immediately following exchange of this agreement

5 **ASSIGNMENT**

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party

6 **NOTICES**

6.1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address specified in this agreement or to such other address or email address as that party may notify to the other party

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6.2.2 if sent by first class post, two Business Days after the date of posting,

6 2 3 if sent by airmail, five Business Days after the date of posting, and

- 6 2.4 if sent by email on receipt of confirmation of successful delivery.
- 6 3 If deemed receipt occurs before 9 00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day and if deemed receipt occurs after 5 30 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9 00 am on the next Business Day For the purposes of this clause, “**Business Day**” means a day which does not fall on a weekend and is not a bank or public holiday in the place of receipt.
- 7 **FURTHER ASSURANCE**
- Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement
- 8 **AMENDMENT**
- No amendment to this agreement shall be effective unless it is in writing and signed by each party
- 9 **WAIVER**
- 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy
- 10 **ENTIRE AGREEMENT**
- This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter.
- 11 **SEVERANCE**
- If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 12 **THIRD PARTY RIGHTS**
- For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it
- 13 **COUNTERPARTS**
- This agreement may be signed in one or more counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart

Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument

14 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England and Wales

15 JURISDICTION

The legal relationship created by, and any dispute or claim arising out of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by the parties on the date of this agreement

SIGNED
JAMES ELLIS

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SIGNED
for and on behalf of
ASTON MANOR BREWERY COMPANY
LIMITED

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Director