

Company Number: 04712592

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

ALPHA DEVELOPMENT PARTNERSHIP LTD (the "Company")

CIRCULATION DATE: 4 September 2018

LAPSE DATE: 6 September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company hereby propose that the following resolution is passed as an ordinary resolution (**Resolution**).

ORDINARY RESOLUTION

1. **THAT** the terms of an agreement between (1) the Company and (2) Victoria Sheen (**Seller**) for the purchase by the Company from the Seller of 2,750 B ordinary shares of £0.01 each in the capital of the Company for a total consideration of £8,635 as set out in the contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract.

AGREEMENT

We, the undersigned, being entitled to vote on the Resolution on the circulation date stated above, hereby irrevocably agree to the Resolution:

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

TUESDAY



A7FPI817
A08 02/10/2018 #126
COMPANIES HOUSE

la 12

IAN DAWSON

C Dawson

CATHERINE DAWSON

Paul Monk

PAUL MONK

MATTHEW WALL

KATIE VERDICCHIO

HECTOR PAYNE

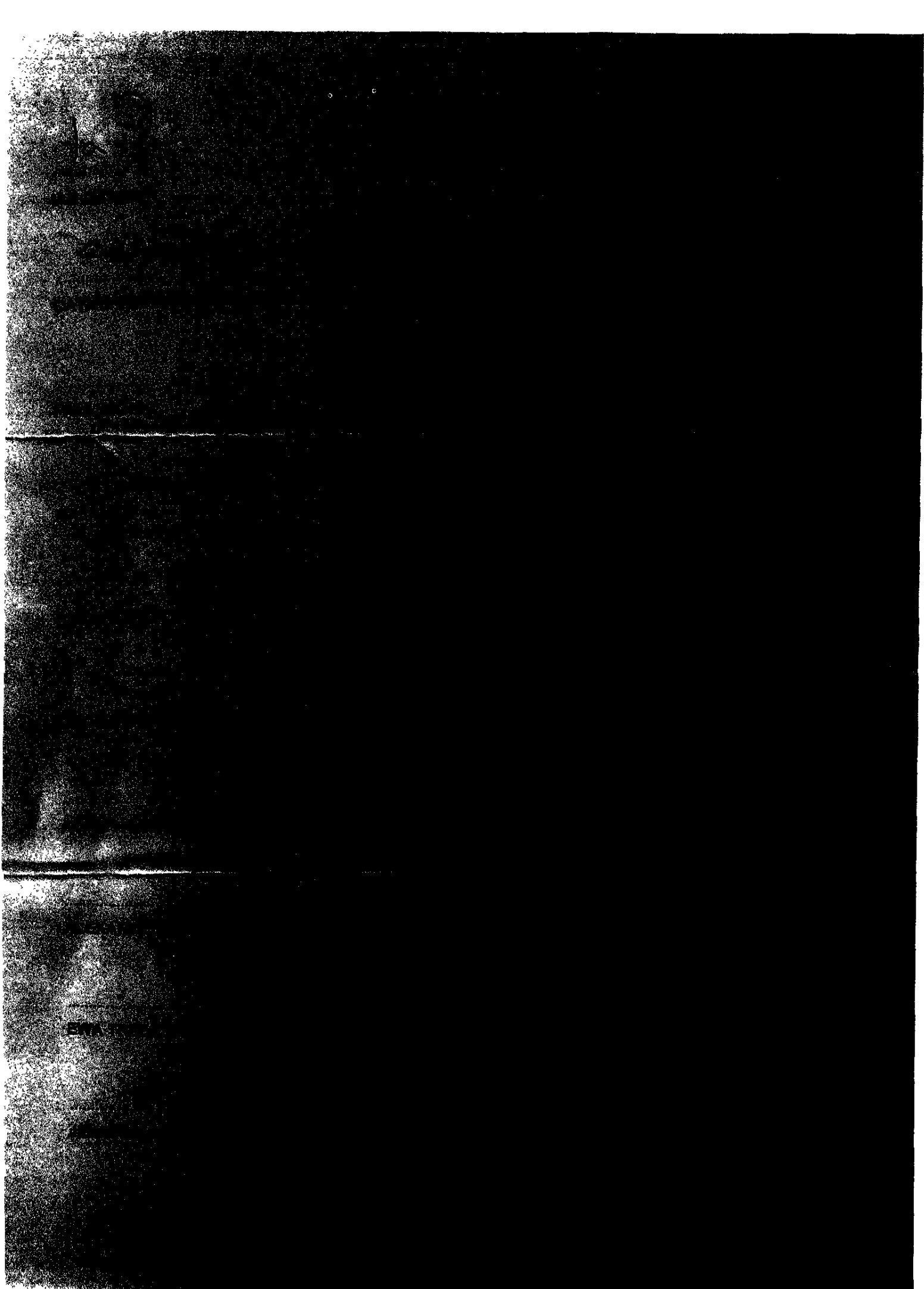
ADAM HOUSE

ALEXANDER WIRTZ

EWA TRZESZCIEK

Jennifer Mack

JENNIFER MACK



NOTES:

1. 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 using one of the following delivery methods:
 - By hand: delivering the signed copy to the Company's registered office address.
 - Post: returning the signed copy by post to the Company's registered office address.
 - Email: by attaching a scanned copy of the signed document to an email and sending it to mattwall@alphadevelopment.com.
2. 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.
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 Resolution to pass by 6 September 2018, it will lapse. If you agree to this Resolution, please ensure that your agreement reaches us as soon as possible.
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.

Dated _____ **2018**

(1) VICTORIA SHEEN

(2) ALPHA DEVELOPMENT PARTNERSHIP LTD

**OFF-MARKET SHARE BUYBACK
AGREEMENT**



BPE Solicitors LLP

**St. James House
St. James Square
Cheltenham
Gloucestershire
GL50 3PR**

**Tel: 01242 224433
Fax: 01242 574285**

**East Ground
The Wheelhouse
Bond's Mill
Bristol Road
Stonehouse
GL10 3RF**

**Tel: 01453 762114
Fax: 01453 764495**

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THIS AGREEMENT is dated

2018

Parties

- (1) **VICTORIA SHEEN** of [REDACTED] (**Seller**).
- (2) **ALPHA DEVELOPMENT PARTNERSHIP LTD** incorporated and registered in England and Wales with company number 04712592 whose registered office is at 128-129 Cheapside, London, EC2V 6BT (**Company**).

Background

- (A) The Seller is the registered holder of 2,750 B ordinary shares of £0.01 each in the capital of the Company (**Shares**).
- (B) The Seller has agreed to sell and the Company has agreed to buy the Shares, subject to the terms of this Agreement.
- (C) It is proposed that, once purchased by the Company, the Shares shall be cancelled.

Agreed terms

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause and in the background section (above) shall apply in this Agreement.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Encumbrance: 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.

- 1.2. Clause headings shall not affect the interpretation of this Agreement.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.5. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6. A reference to a **party** shall include that party's personal representatives, successors and permitted assigns.

- 1.7. A reference to writing or written includes fax and email.
- 1.8. References to clauses are to the clauses of this Agreement.

2. SHAREHOLDER APPROVAL

- 2.1. The sale and purchase of the Shares in accordance with clause 3 is conditional on a resolution of the Company being passed approving the terms of this Agreement (**Shareholder Approval**). If Shareholder Approval is not granted on or before 6 September 2018, this Agreement shall cease to have effect immediately after that date and time except for:
 - 2.1.1. clause 1 and clauses 4 to clause 13 (inclusive); and
 - 2.1.2. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination under this clause 2.

3. SALE AND PURCHASE OF SHARES

- 3.1. The Seller agrees to sell, or procure the sale of, the Shares free from all Encumbrances for a consideration of £3.14 per Share and the Company agrees to purchase them and to pay such consideration to the Seller.
- 3.2. Completion of the sale and purchase of the Shares shall take place after Shareholder Approval has been granted, when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £8,635 to the Seller by way of telegraphic transfer for same day value to the Seller's nominated account.

4. WARRANTIES

- 4.1. The Seller warrants to the Company, on the date of this Agreement and immediately prior to completion of the transfer taking place under clause 5, that she 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.
- 4.2. Each party warrants to the other, on the date of this Agreement and immediately prior to completion of the transfer taking place under clause 5, that:
 - 4.2.1. it has the requisite power and authority to enter into and perform this Agreement, and that the agreement constitutes valid, legal and binding obligations on that party in accordance with its terms; and
 - 4.2.2. the execution and delivery of this Agreement and the documents referred to in it, and compliance with their respective terms shall not breach or constitute a default:

- 4.2.2.1. under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound; or
- 4.2.2.2. any order, judgment, decree or other restriction applicable to it.

5. FURTHER ASSURANCE

The Seller shall promptly execute and deliver such documents and perform such acts as the Company may require for the purpose of giving full effect to this Agreement.

6. ASSIGNMENT

Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

7. ENTIRE AGREEMENT

- 7.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

8. COSTS AND STAMP DUTY

Except as expressly agreed between the parties, each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Agreement. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Agreement and any instrument executed under this Agreement shall be borne by the Company.

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 given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. NOTICES

10.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

10.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at the address specified for it in clause 10.3; or

10.1.2. sent by email to the address specified for it in clause 10.3.

10.2. Any notice or communication shall be deemed to have been received:

10.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

10.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

10.2.3. if sent by email, at 9.00 am on the next Business Day after transmission.

10.3. The addresses and email addresses for service of notices are:

10.3.1. Seller

10.3.1.1. address: [REDACTED]

10.3.1.2. for the attention of: Victoria Sheen

10.3.1.3. email address: vickysheen@alphadevelopment.com

10.3.2. Company

10.3.2.1. address: 128-129 Cheapside, London, EC2V 6BT

10.3.2.2. for the attention of: Matt Wall

10.3.2.3. email address: mattwall@alphadevelopment.com

10.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. AGREEMENT SURVIVES COMPLETION

This Agreement (other than obligations that have already been fully performed) remains in full force following the completion of the purchase of the Shares by the Company.

12. COUNTERPARTS

- 12.1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 12.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 12.3. No counterpart shall be effective until each party has executed at least one counterpart.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 13.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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

Signed by **VICTORIA SHEEN**

.....

Signed by a director for and on behalf of
ALPHA DEVELOPMENT PARTNERSHIP LTD

.....
Director