

Company number 04528244
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
KALIBER MARKETING (HOLDINGS) LIMITED ("Company")

Circulation Date: 24 AUGUST 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolution (**Special Resolution**).

SPECIAL RESOLUTION

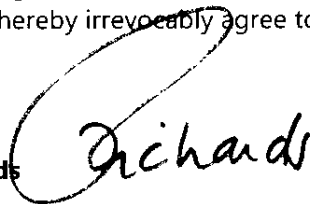
THAT the terms of a contract proposed to be made between the Company and Christopher John Powell for the purchase by the Company of 1,430 ordinary "B" shares of £1.00 each in the capital of the Company for the aggregate consideration of £57,320 as set out in the contract attached (the **Purchase Contract**) 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 Special Resolution.

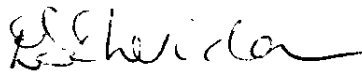
The undersigned, being all the members of the Company entitled to vote on the Special Resolution on the Circulation Date, hereby irrevocably agree to the Special Resolution.

David James Richards



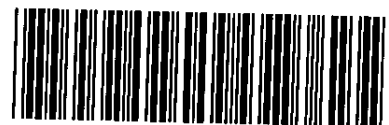
Date: 24 AUGUST 2018

Evelyn Stella Sheridan



Date: 24 AUGUST 2018

FRIDAY



A08 *A7DHYBMG* #260
31/08/2018
COMPANIES HOUSE

NOTES

1. If you agree with the Special 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 methods:
 - **By Hand:** delivering the signed copy to the Company's registered office.
 - **Post:** returning the signed copy by post to the Company's registered office.

If you do not agree to the Special Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply.
2. Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
3. 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.
4. 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.

THIS AGREEMENT is dated

2018

PARTIES

- (1) **KALIBER MARKETING (HOLDINGS) LIMITED** (a company incorporated and registered in England and Wales with company number 04528244) whose registered office is at Dogrose Hanger, Unit 5, Snape Road, Macclesfield, Cheshire (the **Company**); and
- (2) **CHRISTOPHER JOHN POWELL** of Ash Cottage, London Road, Prestbury, Cheshire SK10 4EA (the **Seller**).

BACKGROUND

- (A) The Seller is the registered holder of 1,430 ordinary "B" shares of £1.00 each in the capital of the Company (the **Sale Shares**).
- (B) The Seller has agreed to sell and the Company has agreed to buy the Sale Shares on the terms contained in this agreement.
- (C) By a written resolution dated today, the Company's shareholders approved the final form of this agreement in accordance with section 694 of the Companies Act 2006.
- (D) It is proposed that, once purchased by the Company, the Sale 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;

Distributable Profits profits available for distribution as determined in accordance with Part 23 of the Companies Act 2006;

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;

Seller's Account the bank account of the Seller with [], account number [], sort code [] or such other bank account as the Seller shall notify to the Company in writing;

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **party** shall include that party's personal representatives and successors.
- 1.5 A reference to **writing** or **written** excludes fax and e-mail.
- 1.6 References to clauses and the Schedule are to the clauses of and the Schedule to this agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. Sale and purchase of sale shares

The Seller agrees to sell the Sale Shares free from Encumbrances for a total consideration of £57,320 (the **Consideration**) and the Company agrees to purchase the Sale Shares and to pay the Consideration to the Seller in accordance with clause 4.2.

3. Warranties and undertakings

- 3.1 The Seller warrants to the Company that he is the sole legal and beneficial owner of each of the Sale Shares and is entitled to transfer the legal and beneficial title to the Sale Shares to the Company free from all Encumbrances, without the consent of any other person.
- 3.2 Each party warrants to the other, at the date of this agreement, that 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
- 3.3 The Company warrants to the Seller that it has sufficient Distributable Profits from which to fund the Consideration.

4. Completion

- 4.1 Completion of the sale and purchase of the Sale Shares shall take place immediately following the execution of this agreement.
- 4.2 Completion shall take place at the Company's registered office for the time being, when the Seller shall deliver the share certificate(s) or other evidence of title to the Sale Shares to the Company, and the Company shall satisfy its obligation to pay the Consideration by way of electronic bank transfer for same day value to the Seller's Account.

5. Further assurance

The Seller shall (at the cost of the Company) promptly execute and deliver such documents, perform such acts and do such things as the Company may reasonably require from time to time for the purpose of giving full effect to this agreement.

6. Assignment

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

7. Entire agreement

This agreement constitutes the entire agreement between the parties 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.

8. Costs and stamp duty

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 it is in writing

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 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set out at the beginning of this agreement.
- 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 or communication 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.
- 10.3 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. Counterparts

- 11.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 11.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by 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 others with the original of such counterpart as soon as reasonably possible thereafter.
- 11.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

12. Governing law and jurisdiction

- 12.1 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.
- 12.2 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).

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

SIGNED and **DELIVERED** as a **DEED**)
by **CHRISTOPHER JOHN POWELL** in)
the presence of:)

EXECUTED as a **DEED** by **KALIBER**)
MARKETING (HOLDINGS) LIMITED)
acting by **DAVID JAMES RICHARDS**)
(Director) in the presence of:)