

(A) **Special Resolution to Purchase own Shares**

**Company Name:** | APR DISTRIBUTORS LIMITED

**Company Number:** | 04987347

**Company  
Registered  
Address:** | 9 COURT ROAD  
BRIDGEND  
MID GLAMORGAN  
WALES  
CF31 1BE

**Dated:** 5<sup>TH</sup> DECEMBER 2018

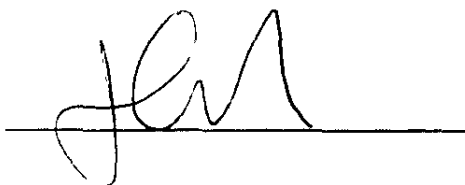
The members and directors of the above named company duly passed the following Special Resolutions and **it was resolved;**

- i. **THAT** the Company pursuant to Part 18 of the Companies Act 2006, be approved and duly authorised to complete the purchase and immediate cancellation of the followings shares:

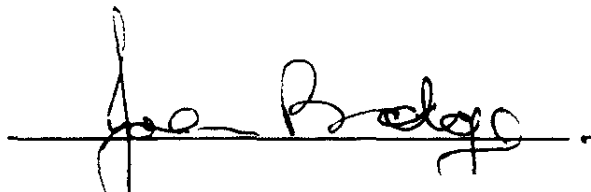
Name	Class of Shares	Number of Shares
Mr Dan O'Brien (Deceased)	Ordinary	30
<b>Total</b>		<b>30</b>

- ii. **THAT** the proposed Contract and all its terms available for inspection by the Members of the Company pursuant to Part 18 of the Companies Act 2006, be approved and duly authorised between those named above and by the Company; and
- iii. **THAT** the said proposed Contract shall be annexed to and form part of the Special Resolution; and
- iv. **THAT** authority be given to the directors to complete all matters relating to the purchase and cancellation of the shares by the Company.

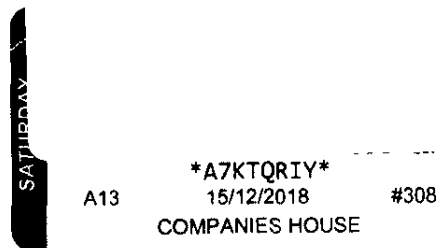
**Signed:**



(Director)



(Director)



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CF31 1BE

In accordance with the Companies Act 2006

**THIS AGREEMENT** is made the 5<sup>th</sup> day of DECEMBER, 2018, between:

1. APR Distributors Limited ("The Company") of 9 Court Road, Bridgend, Wales, CF31 1BE and
2. Mr Dan O'Brien (Deceased) ("The Vendor") whose last known address was 6 Sandpiper Road, Porthcawl, Wales, CF36 3UD;

The Company and the Vendor are collectively referred to in this agreement as "the Parties".

#### **RECITALS**

1. The Company is a private limited Company and was incorporated on the 8th December 2003 under the Companies Act 1985 and governed subsequently by the Companies Act 2006. The Company has an issued share capital of 100 shares divided into 100 Ordinary Shares of £1.00 each and have been issued as and are credited fully paid.
2. The Vendor is the holder currently registered in the register of members of the Company of 30 Ordinary Shares of £1.00 each, of which 30 Ordinary Shares of £1.00 each (hereinafter called "The Contract Shares") are to be sold by the Vendor and purchased by the Company in accordance with this agreement.
3. The Vendor is an "Absentee Shareholder" and efforts have been made without success to locate and contact the Vendor and the executors of his estate.
4. The Company is empowered by its Articles of Association to purchase its own shares pursuant to Part 18 of the Companies Act 2006.

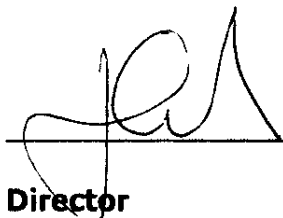
#### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

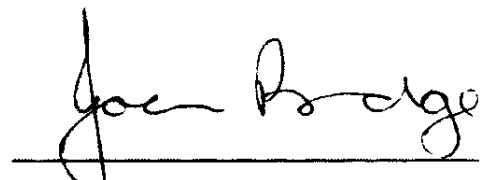
5. On the completion date the Vendor shall sell free of any charge lien and any encumbrances and the Company shall purchase within the meaning of Chapter 4 of Part 18 of the Companies Act 2006 The Contract Shares.

6. The sale and purchase of The Contract Shares shall be completed under the terms of this agreement pursuant to Chapter 4 and Chapter 5 of Part 18 of the Companies Act 2006 and to the special resolution of the Company authorising the terms of this agreement duly passed on the 1<sup>st</sup> May 2015 pursuant to the Companies Act 2006.
7. On the completion date the Vendor shall relinquish absolutely all interests of every kind whatsoever in The Contract Shares. The Contract Shares shall thereupon be cancelled in accordance with Section 706 of the Companies Act 2006.
8. The consideration for the sale and purchase of The Contract Shares shall be the payment by the Company to the Vendor of the sum of £1.00 per share (£30.00) respectively. Such payment to be in full and final settlement absolutely for the said sale and purchase of The Contract Shares and of all and any claims, demands, liabilities and otherwise which may be payable or which may be current or exist between the Parties in any capacity at the time of the completion of this Agreement.
9. The whole of the consideration of £30.00 for the sale and purchase of The Contract Shares in accordance with the Agreement shall be placed on deposit by the Company and kept available should the estate of the deceased Vendor make a claim. A letter will be sent to the last known address of the deceased addressed to the estate of the late Mr Dan O'Brien requesting the executor contacts the company at the above registered office.
10. The consideration of £30.00 to be paid to the Vendor in accordance with this Agreement shall be paid wholly out of distributable profits of the Company within the meaning of Section 705 of the Companies Act 2006.
11. The completion date shall be the 5<sup>TH</sup> DECEMBER 2018. The reference in this Agreement to "completion", "time of completion" and "completion date" shall be construed accordingly. Completion of this agreement shall take place at the above company's registered address. In witness to their agreement to all the terms of this agreement the Parties below have duly executed this agreement:

**Date:** 5<sup>TH</sup> DECEMBER 2018

Duly executed by the Company by:

  
\_\_\_\_\_  
**Director**

  
\_\_\_\_\_  
**Company Secretary / Director**

\_\_\_\_\_  
**Vendor**