Notice of cancellation of shares

1. Company details
   - Company number: 071709
   - Company name in full: SOLMAR VILLAS LIMITED

2. Date of cancellation
   - Date of cancellation: 2308196

3. Shares cancelled
   - Class of shares: PREFERENCE A SHARES
   - Number of shares cancelled: 173000
   - Nominal value of each share: 1 00
SH06
Notice of cancellation of shares

4. Statement of capital

Complete the table(s) below to show the issued share capital. It should reflect the company's share capital immediately following the cancellation. Please use a Statement of Capital continuation page if necessary.

Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

<table>
<thead>
<tr>
<th>Currency</th>
<th>Class of shares</th>
<th>Number of shares</th>
<th>Aggregate nominal value (€, £, $, etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of shares issued multiplied by nominal value</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total aggregate amount unpaid, if any (€, £, $, etc)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Including both the nominal value and any share premium</td>
</tr>
<tr>
<td><strong>Currency table A</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>€</td>
<td>ORDINARY SHARES</td>
<td>30100</td>
<td>30,100.00</td>
</tr>
<tr>
<td>€</td>
<td>PREFERENCE A SHARES</td>
<td>52500</td>
<td>52,500.00</td>
</tr>
<tr>
<td>€</td>
<td>PREFERENCE B SHARES</td>
<td>64500</td>
<td>64,500.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>147100</strong></td>
<td><strong>147,100.00</strong></td>
</tr>
</tbody>
</table>

| **Currency table B** | | |

| **Currency table C** | | |

| **Totals** | | |

Total number of shares: 147100
Total aggregate nominal value: 147100
Total aggregate amount unpaid: 0

- Please list total aggregate values in different currencies separately. For example, £100 + €100 + $10 etc.
Statement of capital (prescribed particulars of rights attached to shares)

<table>
<thead>
<tr>
<th>Class of share</th>
<th>Prescribed particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORDINARY SHARES</td>
<td>FULL RIGHTS AS TO VOTING, INCOME AND CAPITAL</td>
</tr>
<tr>
<td>PREFERENCE A SHARES</td>
<td>NO VOTING RIGHTS. DIVIDENDS AT COMPANY'S DISCRETION. REDEEMABLE AT THE COMPANY'S OPTION AT NOMINAL VALUE</td>
</tr>
<tr>
<td>PREFERENCE B SHARES</td>
<td>NO VOTING RIGHTS. DIVIDENDS AT COMPANY'S DISCRETION. REDEEMABLE AT THE COMPANY'S OPTION AT NOMINAL VALUE</td>
</tr>
</tbody>
</table>

Signature

I am signing this form on behalf of the company

Signature: Blake

This form may be signed by:
Director, Secretary, Person authorised, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager

Societas Europaea
If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

Person authorised
Under either section 270 or 274 of the Companies Act 2006
Notice of cancellation of shares

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

- **Contact name**: CLARE HANNA
- **Company name**: HAWKINS HATTON CORPORATE LAWYERS LIMITED

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

- For companies registered in England and Wales:
  The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
  DX 33050 Cardiff

- For companies registered in Scotland:
  The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
  DX ED235 Edinburgh 1
  or LP - 4 Edinburgh 2 (Legal Post)

- For companies registered in Northern Ireland:
  The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
  DX 481 N R Belfast 1

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- [ ] The company name and number match the information held on the public Register
- [ ] You have completed section 2
- [ ] You have completed section 3
- [ ] You have completed the relevant sections of the statement of capital
- [ ] You have signed the form

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse
(1) JOHN TAYLER

(2) MARIA TAYLER

(3) SOLMAR VILLAS LIMITED

CONTRACT FOR PURCHASE
OF OWN SHARES

We hereby certify this to be a
true copy of the original

Hawkins Hatton
Hawkins Hatton Corporate Lawyers
Dudley West Midlands
Dated this 31st day of August 2016

Hawkins Hatton
CORPORATE LAWYERS

Unit 3, Castle Court 2, Castlegate Way, Dudley, West Midlands, DY1 1RD
THIS DEED IS MADE ON THE DAY OF 31 August 2016

BETWEEN

1) JOHN TAYLER of 29 Fournlends Avenue, Penns Grange, Sutton Coldfield, West Midlands, United Kingdom, B72 1YN ("Mr Tayler"),

2) MARIA TAYLER of 29 Fournlends Avenue, Penns Grange, Sutton Coldfield, West Midlands, United Kingdom, B72 1YN ("Mrs Tayler"),

(Mr Tayler and Mrs Tayler together known as the "Sellers")

3) SOLMAR VILLAS LIMITED (Company Number 07174709) whose registered office is at 59-61 Charlotte Street, St Pauls Square, Birmingham, West Midlands, England, B3 1PX (the "Company")

BACKGROUND

(A) The Company was incorporated in England and Wales on 2nd March 2010 under the Companies Act 2006 and has an issued share capital of 320,100 compromising of 30,100 Ordinary Shares of £1.00 each in the Company which are fully paid and have been issued, 225,500 Preference A Shares of £1.00 each in the Company which are fully paid and have been issued and 64,500 Preference B Shares of £1.00 each in the Company which are fully paid and have been issued.

(B) The terms of this agreement were authorised by a special resolution of the Company passed as a written resolution on or around the date hereof and a copy of this contract was supplied to each relevant member at the time the written resolution was supplied for signature by all members.

(C) It was noted that the Company has sufficient Distributable Profits to enable the purchase of own shares pursuant to this agreement.

(D) It was proposed that, once purchased by the Company, the Shares shall be cancelled.

IT IS HEREBY AGREED

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

   "Completion Date" means the date hereof.

   "Distributable Profits" means 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

“Encumber” to create or to allow the creation of an Encumbrance

“Mr Taylor’s Shares” 86,500 Preference A Shares of £1.00 each in the capital of the Company

“Mrs Taylor’s Shares” 86,500 Preference A Shares of £1.00 each in the capital of the Company

“Relevant Accounts” accounts which satisfy the criteria set out in chapter 2 of Part 23 of the Companies Act 2006

“Share(s)” Mr Taylor’s Shares and Mrs Taylor’s Shares

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" includes fax but not e-mail (unless otherwise expressly provided in this agreement)

1.6 References to clauses are to the clauses of 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 Shares**

2.1 The Sellers agree to sell the Shares free from Encumbrances for a total consideration of £173,000 ("Purchase Price") (and the Purchase Price shall be apportioned equally between Mr Taylor and Mrs Taylor) and the Company agrees to purchase the Shares and to pay such consideration to the Sellers in accordance with clause 4

2.2 Until completion of the sale of all the Shares, the Sellers herein agree with the Company that from the date hereof -
they shall remain the registered holder of each of the Shares provided that nothing herein contained shall affect the provisions of the Articles of Association of the Company concerning transmission of any unsold Shares upon the death of the Sellers.

they hereby waive and shall cease to enjoy any beneficial interest in each such Share (including without limitation to dividend and distribution of assets on winding up of the Company) save for the right to receive the Purchase Price for the Shares hereby agreed.

3. COMPLETION OF PURCHASE OF OWN SHARES

3.1 The consideration for the sale of the Shares shall be the Purchase Price and the Purchase Price shall be paid on the Completion Date without deduction or set-off from the Company to the Seller.

3.2 Completion shall take place at the offices of the Company, when the Sellers shall deliver a duly executed instrument of transfer of the Shares in favour of the Company and the share certificate(s) or other evidence of title to the relevant 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 set out in clause 2.1 in by way of telegraphic transfer for same day value to the Seller's account as follows -

In respect of the Mr Tayler -

Name of Account: Mr & Mrs J S Tayler
Bank: Natwest
Branch Address: Sutton Coldfield, Wylde Green
Account Number: 23819014
Sort Code: 55-61-49

In respect of the Mrs Tayler -

Name of Account: Mr & Mrs J S Tayler
Bank: Natwest
Branch Address: Sutton Coldfield, Wylde Green
Account Number: 23819014
Sort Code: 55-61-49
4. **WARRANTIES AND UNDERTAKINGS**

4.1 The Sellers severally warrant to the Company, on the date of this agreement and on each Completion Date that -

4.1.1 they have not created any Encumbrance over or in respect of the Shares (other than those they have already transferred to the Company under this agreement),

4.1.2 they are the sole legal owners of the Shares, and

4.1.3 they are entitled to transfer the legal title to the Shares (other than those they have already transferred to the Company under this agreement) to the Company free from all Encumbrances, without the consent of any other person

4.2 Each party severally 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

4.3 The Sellers undertake not to sell, transfer or Encumber any of the Shares, except as required by this agreement

4.4 Each party severally warrants to the other, at the date of this agreement, that 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

4.4.1 under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound, or

4.4.2 any order, judgment, decree or other restriction applicable to it

5. **FURTHER ASSURANCE**

The Sellers shall promptly execute and deliver such documents, perform such acts and do such things as the Company may require from time to time for the purpose of giving full effect to this agreement

6. **ASSIGNMENT**

No 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. **STAMP DUTY**

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. **AGREEMENT SURVIVES COMPLETION**

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

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 (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 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 document has been executed as a deed on the date stated at the beginning of it.
Executed as a deed by

JOHN TAYLER

in the presence of

Witness Signature
Witness Name
Witness Address

Colin Rodrigues
Hawkins Hatton Corporate Lawyers
Unit 3 Castle Court 2
Castlegate Way
Dudley, West Midlands DY1 4RD
Solicitor

Executed as a deed by

MARIA TAYLER

in the presence of

Witness Signature
Witness Name
Witness Address

Colin Rodrigues
Hawkins Hatton Corporate Lawyers
Unit 3 Castle Court 2
Castlegate Way
Dudley, West Midlands DY1 4RD
Solicitor

Executed as a deed by two duly authorised directors for and on behalf of

SOLMAR VILLAS LIMITED

Director

Director