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In accordance with
Section 707 of the
Companies Act 2006.

SH03

Laserform

Return of purchase of own shares

✓ **What this form is for**

You may use this form to give notice
of a purchase by a limited company
of its own shares.

✗ **What this form is NOT**

You cannot use this for
notice of a purchase by
company of its own shares.

SATURDAY



A06

A7X0JZ29

12/01/2019

#369

COMPANIES HOUSE

1**Company details**

Company number 0 3 5 2 8 9 6 2

Company name in full A C L Care Homes Limited

→ **Filling in this form**

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2**Shares purchased for cancellation**

Class of shares (E.g. Ordinary/Preference etc.)	Number of shares purchased	Nominal value of each share	Date that the shares were delivered to the company	Do these qualify as treasury shares?	Maximum price paid for shares (PLC only)	Minimum price paid for shares (PLC only)
Ordinary shares	100	1.00	04/12/2018	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		

Please show the aggregate amount paid on shares purchased for cancellation.

Total aggregate amount 500,000.00

For HM Revenue and Customs Stamp Office only



SH03

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3

Shares purchased into treasury

Please complete the table below if you are purchasing shares to place into treasury.

Class of shares (E.g. Ordinary/Preference etc.)	Number of shares purchased	Nominal value of each share	Date that the shares were delivered to the company	Maximum price paid for shares (PLC only)	Minimum price paid for shares (PLC only)
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		

Please show the aggregate amount paid by the company on shares purchased into treasury.

Total aggregate amount

4

Stamp Duty

Stamp Duty of 0.5% is payable for purchases where the amount or value of the consideration is over £1,000.

Please show the amount of Stamp Duty paid on shares purchased.

Stamp Duty ①

£ 2,500.00

Before this form is sent to Companies House it must be 'stamped' by HM Revenue and Customs Stamp Office to confirm that the appropriate amount of Stamp Duty has been paid.**After this form has been 'stamped' and returned to you by HM Revenue and Customs it must then be sent to Companies House.**

No Stamp Duty payable

If Stamp Duty is **not payable** on shares purchased, please confirm the statement below by ticking the box:
☐ I/We certify that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value of the consideration exceeds £1,000.
If you have no stamp duty payable, please return this form directly to Companies House.

① Stamp Duty

The aggregate amount should be rounded up to the nearest multiple of £5.

Amount payable

Cheques for the Stamp Duty must be made payable to 'HM Revenue & Customs Taxes' and crossed 'Not Transferable'.

Stamp office addressPlease send the form to:
HMRC Stamp Office,
9th Floor, City Centre House,
30 Union Street,
Birmingham. B2 4AR.**Further information**If you require further information on Stamp Duty. Please contact HM Revenue & Customs on: 0845 6030135 or visit their website: www.hmrc.gov.uk

5

Signature

I am signing this form on behalf of the company.

Signature

Signature

X  X

Date

d	d	m	m	y	y	y	y
0	4	1	2	2	0	1	8

This form may be signed by:

Director ②, Secretary, Person authorised ③, Administrator, Receiver, Receiver manager, CIC manager.

② 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.

③ Person authorised

Under either section 270 or 274 of the Companies Act 2006.

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**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 Zoe Pettigrew

Company name Royds Withy King

Address Midland Bridge House

Midland Bridge Road

Post town Bath

County/Region BANES

Postcode

B

A

2

3

F

P

Country England

DX DX 8014 Bath 1

Telephone 01225 730160

**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 and/or Section 3 as appropriate.
- ☐ In Section 4, you have either had the form stamped by HMRC or ticked the certification section to indicate that no duty is payable.
- ☐ You have signed the form.

**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.

Stamp Duty

If Stamp Duty is to be paid, please first send this form to: HMRC Stamp Office, 9th Floor, City Centre House, 30 Union Street, Birmingham, B2 4AR.

**Further information**

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

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

DATED

4 December 2018

Share Purchase Agreement

between

Noreen Ing

and

A C L Care Homes Limited

and

Your Home Plus Limited



Midland Bridge House,
Midland Bridge Road, Bath BA2 3FP
T: 01225 730100 F: 01225 730101

4 December

This agreement is dated [DATE] 2018

Parties

- (1) **Noreen Ing** of 24 Christ Church Road, Folkestone, Kent CT20 2SL (**Seller**)
- (2) **A C L Care Homes Limited** incorporated and registered in England and Wales with company number 03528962 whose registered office is at 24 Christchurch Road, Folkestone, Kent CT20 2SL (**ACL**)
- (3) **Your Home Plus Limited** incorporated and registered in England and Wales with company number 11568552 whose registered office is at Charlton House, Dour Street, Kent CT16 1BL (**Company**)

BACKGROUND

- (A) The Seller is the registered holder of 200 ordinary shares of £1.00 each in the capital of ACL.
- (B) The Seller has agreed to sell and ACL has agreed to buy 100 ordinary shares of £1.00 each in the capital of ACL held by the Seller (**First Sale Shares**) subject to the terms of this agreement.
- (C) The Seller has agreed to sell and YHPL has agreed to buy 100 ordinary shares of £1.00 each in the capital of ACL held by the Seller (**Second Sale Shares**) subject to the terms of this agreement.
- (D) It is proposed that, once purchased by ACL, the First Sale Shares shall be cancelled.
- (E) Pursuant to a written resolution dated [4 December] 2018, ACL's shareholders approved the final form of this agreement in accordance with section 694 of the Companies Act 2006.

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.

Seller's Solicitors: Frederic Hall Solicitors of York House, 32 Cheriton Gardens, Folkestone, Kent CT20 2UR.

Shares: the First Sale Shares and the Second Sale Shares.

- 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 genders.
- 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 but not email.
- 1.8 References to clauses are to the clauses of this agreement.

2. Sale and purchase of the First Sale Shares

- 2.1 The Seller agrees to sell, or procure the sale of the First Sale Shares free from all Encumbrances for a total consideration of £500,000.00 (five hundred thousand pounds) and ACL agrees to purchase them and to pay such consideration to the Seller.

- 2.2 Completion of the sale and purchase of the First Sale Shares shall take place immediately on execution of this agreement when the Seller shall deliver:

- (a) the share certificate(s) of or lost share certificate indemnity in respect of the First Sale Shares to ACL;
- (b) a duly executed resignation letter and deed of waiver of claims;

and ACL shall satisfy its obligation to pay the consideration due in respect of the First Sale Shares by payment of the sum of £500,000.00 to the Seller by way of telegraphic transfer for same day value to the Seller's Solicitors account at [

Frederic Hall Client Premium Account, Barclays
Ashford, 20-02-62 A/c 00439223

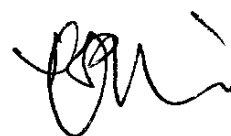
Comment [H2]: Nil to complete

3. Sale and purchase of the Second Sale Shares

- 3.1 The Seller agrees to sell, or procure the sale of the Second Sale Shares free from all Encumbrances for a total consideration of £500,000.00 (five hundred thousand pounds) and YHPL agrees to purchase them and to pay such consideration to the Seller.
- 3.2 Completion of the sale and purchase of the Second Sale Shares shall take place immediately on execution of this agreement when the Seller shall deliver:
- (a) a duly executed instrument of transfer of the Second Sale Shares in favour of YHPL; and
 - (b) the share certificate(s) of or lost share certificate indemnity in respect of the Second Sale Shares to YHPL.
- 3.3 YHPL shall satisfy its obligation to pay the consideration due in respect of the Second Sale Shares by:
- (a) payment of the sum of £~~240~~⁴⁰⁰,000.00 (two hundred and ~~sixty~~^{four} thousand pounds) to the Seller on Completion; and
 - (b) payment of the balance of £~~260~~⁶⁰,000.00 (two hundred and ~~forty~~^{six} thousand pounds) to the Seller on or before 30 April 2019

in each case by way of telegraphic transfer for same day value to the Seller's Solicitors account at ^{1.}

the account details set out in clause 2.2



4. Warranties

- 4.1 The Seller warrants to each of ACL and YHPL on the date of this agreement 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 ACL and YHPL (as set out above) free from all Encumbrances, without the consent of any other person.
- 4.2 Each of ACL and YHPL warrants to the Seller on the date of this agreement that:
- (a) 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
 - (b) 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:
 - (i) under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound; or
 - (ii) 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 either ACL or YPHL may reasonably 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 based on any statement in this agreement.

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 ACL in respect of the First Sale Shares and YPHL in respect of the Second Sale Shares.

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 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 specified for it in clause 10.3.

10.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) 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 The addresses for service of notices are:

(a) Seller

- (i) address: 24 Christ Church Road, Folkestone, Kent CT20 2SL
- (ii) for the attention of: Noreen Ing

(b) ACL

- (i) address: 24 Christchurch Road, Folkestone, Kent CT20 2SL
- (ii) for the attention of: Michael Ing

(c) YHPL

- (i) address: Charlton House, Dour Street, Dover CT16 1BL
- (ii) for the attention of: Michael Ing

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.

10.5 A notice given under this agreement is not valid if sent by email.

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 ACL and YHPL.

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.

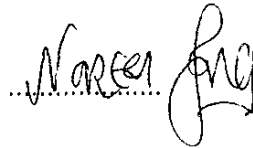
13. Governing law and jurisdiction

- 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.

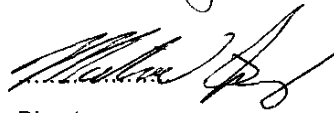
This agreement has been entered into on the date stated at the beginning of it.

Signature

Signed by **NOREEN ING**



Signed by **MICHAEL ING** for
and on behalf of **A C L CARE
HOMES LIMITED**



Director

Signed by **MICHAEL ING** for
and on behalf of **YOUR
HOME PLUS LIMITED**



Director