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DR6511

In accordance with  
Section 707 of the  
Companies Act 2006

SH03

Return of purchase of own shares



Companies House

☒ 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 for

You cannot use this form to  
give notice of a purchase by  
a company of its own shares

FRIDAY



\*A45ZJ5Z6\*

A28

24/04/2015

#185

COMPANIES HOUSE

**1** Company details

Company number 0 2 3 8 9 8 6 8

Company name in full Abco Electrical Distributors Limited

→ Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

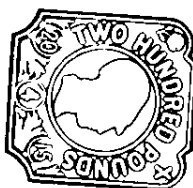
**2** Shares purchased for cancellation

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	334	£1	23 / 03 / 2015	<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 £60,000

For HM Revenue and Customs Stamp Office only



## SH03

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## 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

£ 300.00

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 &amp; Customs Taxes' and crossed 'Not Transferable'

## Stamp office address

Please 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](http://www.hmrc.gov.uk)

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## Signature

I am signing this form on behalf of the company

Signature

Signature

X *A.C. Pahr* X

Date

09/04/2015

This form may be signed by  
Director ②, Secretary, Person authorised ②, 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

SH03

Return of purchase of own 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

Miss Gemma Wilson

Company name

KITELEYS SOLICITORS

Address

7 ST STEPHENS COURT

15-17 ST STEPHENS ROAD

Post town

BOURNEMOUTH

County/Region

DORSET

Postcode

B H 2 6 L A

Country

UK

DX

156940 Bournemouth 3

Telephone

01202 299992

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

Dated 23<sup>rd</sup> March 2015

Share buyback contract for an off-market share  
buyback by a private limited company

Mr Kevin Morris

—and—

Abco Electrical Distributors Limited

**SHARE BUYBACK CONTRACT**

THIS AGREEMENT is made on 23<sup>rd</sup> March 2015

## **PARTIES**

- (1) Mr Kevin Morris of 59 London Road, Dorchester, Dorset, DT1 1NF [the **Seller**] and
- (2) Abco Electrical Distributors Limited, a company incorporated in England and Wales with registered number 02389868, whose registered office is Unit 3 145 Sterte Road, Sterte Industrial Estate, Poole, Dorset, BH15 2AF (the **Company**).

## **RECITALS:**

- A The Company has a share capital of £1,000.00 divided into 1,000 ordinary shares of £1 each.
- B The Seller is the legal and beneficial owner and sole registered holder of the Sale Shares (as defined below).
- C It is proposed that the Company shall purchase the Sale Shares from the Seller on the terms of this agreement.

## **THE PARTIES AGREE:**

### **1 Definitions and interpretation**

#### **1.1 In this agreement:**

##### **'Business Day'**

means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;

##### **'Completion'**

means completion of the matters described in this agreement (including the sale and purchase of the Sale Shares) by the

performance of the parties of their respective obligations in accordance with clause 3.6;

**'Condition[s]'**

means the condition[s] set out in clause 2.1;

**'Consideration'**

means £30,000.00 [*Thirty Thousand Pounds*], being the sum payable by the Company to the Seller for the purchase of the Sale Shares in accordance with clauses 3.1 and 3.6;

**'Encumbrance'**

means any mortgage, claim, charge, pledge, lien, hypothecation, guarantee, right of set-off, trust, assignment, right of first refusal, right of pre-emption, option, restriction or other encumbrance or any legal or equitable third party right or interest, including any security interest of any kind or any type of preferential arrangement (or any like agreement or arrangement creating any of the same or having similar effect);

**'Long-Stop Date'**

By 23<sup>rd</sup> March 2015 the Company may notify to the Seller in writing before Completion or termination of this agreement in accordance with its terms;

**'Sale Shares'**

means the 167 fully paid ordinary shares for the agreed purchase price of £30,000.00 to be paid by the Company.

**'Warranties'**

means the warranties and representations set out in clause 3.2.

**1.2 In this agreement:**

1.2.1 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and

1.2.2 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email and telex).

## **2 Conditions**

2.1 The sale and purchase of the Sale Shares in accordance with clause 3 is conditional upon each of the following Conditions being satisfied or (where applicable) waived in accordance with clause 2.2:

2.1.1 the terms of this agreement being authorised by the shareholders of the Company by special resolution no later than the Long-Stop Date;

2.1.2 the payment out of distributable profits of the Company that is required to finance the Consideration being approved by the shareholders of the Company no later than the Long-Stop Date;

2.2 The Company may waive any of the Conditions set out above, in its absolute discretion, by notice to the Seller no later than the Long-Stop Date.

2.3 If the Conditions have not been satisfied or (where applicable) waived by the Company by the Long-Stop Date, this agreement shall terminate automatically at the Long-Stop Date and the provisions of clause 4.1 shall apply.

### **3 Sale and purchase**

- 3.1 The Seller agrees to sell the Sale Shares with limited title guarantee to the Company for the Consideration and the Company agrees to purchase the Sale Shares from the Seller and pay the Consideration to them.
- 3.2 The Seller warrants to the Company as at the date of this agreement and as at Completion as if such Warranties had been repeated immediately before Completion by reference to the facts and circumstances then existing that:
- 3.2.1 the Seller is the sole legal and beneficial owner and the sole registered holder of the Sale Shares; and
- 3.2.2 there are no Encumbrances or third party claims over, or in respect of, the Sale Shares.
- 3.3 Unless the agreement has previously been terminated in accordance with its terms, Completion of the sale and purchase of the Sale Shares shall take place immediately on this agreement being entered into.
- 3.4 Completion of the sale and purchase of the Sale Shares shall take place at the offices of the Company's solicitors – Kiteleys Solicitors, 7 St. Stephen's Court, 15-17 St. Stephen's Road, Bournemouth, Dorset, BH2 6LA.
- 3.5 If Completion does not take place before or on the long stop date then this agreement shall immediately terminate automatically and the provisions of clause 4.1 shall apply.
- 3.6 On Completion, the Seller shall deliver the share certificates relating to the Sale Shares to the Company and the Company shall satisfy its obligation to pay the Consideration by way of



banker's draft or telegraphic transfer for same day value to the Seller's account – Mr Kevin Morris, Natwest Bank, Dorchester, Sort Code 60/07/01, Account Number: 39078507.

#### **4 Termination**

- 4.1 In addition to any right of the Company to claim damages for breach of Warranty, the Company shall be entitled to terminate or rescind this agreement (as the case may be) at any time by notice in writing to the Seller prior to the date of completion.
- 4.2 If this agreement terminates pursuant to clause 3.5 or 4.1, then each party's further rights and obligations cease immediately on termination, save that clauses 1 (Definitions and interpretation), 6 (Entire agreement), 9 (Notices), 10 (Governing law) and 11 (Jurisdiction) shall remain in full force and effect and termination shall not affect any party's accrued rights and obligations at the date of termination (including for breach of this agreement).

#### **5 Further assurance**

The Seller shall, at the request, cost and expense of the Company, perform all acts, and sign, execute and deliver all deeds and documents as may be reasonably required for the purpose of giving full effect to this agreement.

#### **6 Entire agreement**

- 6.1 The parties agree that this agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

6.2 Each party acknowledges that it has not entered into this agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this agreement, except in the case of fraudulent misrepresentation (for the purpose of this clause 6.2, any covenants for title that are implied into this agreement by the Law of Property (Miscellaneous Provisions) Act 1994 shall be treated as expressly set out in this agreement). No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this agreement.

## **7 Variation**

No variation of this agreement shall be valid or effective unless it is in writing, refers to this agreement and duly signed or executed (as the case may be) by, or on behalf of, each party.

## **8 Survival of Completion**

This agreement shall (except for any obligation fully performed prior to, or at, Completion) continue in full force and effect after Completion, notwithstanding Completion.

## **9 Notices**

9.1 Any notice or other communication given by a party under this agreement shall:

9.1.1 be in writing and in English;

9.1.2 be signed by, or on behalf of, the party giving it; and

9.1.3 be sent to the relevant party at the address set out in the parties clause at the beginning of this agreement.

9.2 Notices may be given, and are deemed received:

9.2.1 by hand: on receipt of a signature at the time of delivery;

9.2.2 by pre-paid first-class [Recorded Signed For];

9.2.3 by service via an Enquiry agent or other relevant third party, on receipt a signature must be provided by the recipient;

9.2.4 by facsimile: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission.

9.2.5 All references to time are to the local time at the place of deemed receipt.

9.3 This clause 9 does not apply to notices given in legal proceedings, arbitration or other dispute resolution proceedings.

9.4 A notice given under this agreement is not validly served if sent by email.

## **10 Governing law**

This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## **11 Jurisdiction**

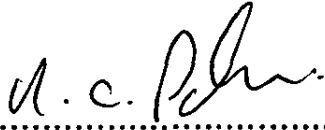
The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims).

## **12 Counterparts**


- 12.1 This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 12.2 This agreement shall not be effective until each party has signed one counterpart.

AGREED by the parties on the date set out at the head of this agreement

Signed by Mr Neil Palmer on  
behalf of the Company

  
.....  
[Director of ABCO Electrical  
Distributors Limited]

Signed by Mr Nigel Roberts &  
Mrs Rachael Roberts as appointed  
Attorneys on behalf of Mr Kevin  
Morris as the Seller

  
.....  
Rachael Roberts  
.....  
[The Seller's Attorneys]

Dated: ..... 23/03/2015 .....

Dated 23<sup>rd</sup> March 2015

Share buyback contract for an off-market share  
buyback by a private limited company

Mrs Helen Morris

—and—

Abco Electrical Distributors Limited

**SHARE BUYBACK CONTRACT**

THIS AGREEMENT is made on 23<sup>rd</sup> March 2015

## PARTIES

- (1) Mrs Helen Morris of 43, Pottle Walk, Wimborne, Dorset, BH21 2FD [the **Seller**] and
- (2) Abco Electrical Distributors Limited, a company incorporated in England and Wales with registered number 02389868, whose registered office is Unit 3 145 Sterte Road, Sterte Industrial Estate, Poole, Dorset, BH15 2AF (the **Company**).

## RECITALS:

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banker's draft or telegraphic transfer for same day value to the Seller's account – Mrs Helen Morris, Natwest Bank, Sort Code 52-10-20, Account Number -11172983

#### 4 Termination

- 4.1 In addition to any right of the Company to claim damages for breach of Warranty, the Company shall be entitled to terminate or rescind this agreement (as the case may be) at any time by notice in writing to the Seller prior to the date of completion.
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- 12.2** This agreement shall not be effective until each party has signed one counterpart.

AGREED by the parties on the date set out at the head of this agreement

Signed by Mr Neil Palmer on  
behalf of the Company

*N. C. Palmer.*  
.....  
[Director of ABCO Electrical  
Distributors Limited]

Signed by Mrs Helen Morris  
as the Seller

*H. Morris.*  
.....  
[The Seller]

Dated: *23/03/2015*  
.....