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In accordance with
Section 707 of the
Companies Act 2006

SH03

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 form
notice of a purchase by a
company of its own shares

THURSDAY



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A33

15/12/2016

#456

COMPANIES HOUSE

1 Company details

Company number 0 8 4 6 2 3 0 6

Company name in full WHOLLY GRAPE LIMITED

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

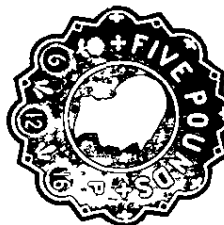
2 Shares purchased for cancellation

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)
A ordinary	4999	1 0	18/11/16	<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 £4,999

For HM Revenue and Customs Stamp Office only



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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

£ 25 000

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 18 m 11 y 2016

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
0594

Company name
DMH Stallard LLP

Address

Post town

County/Region

Postcode

Country

DX
344 Chancery Lane

Telephone
0207 822 1504



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

DMH Stallard LLP
It is hereby certified that this
is a true copy of the original
document

DMH Stallard
6 New Street Square
London
EC4A 3BF

THIS SHARE BUY BACK AGREEMENT is dated 18 November 2016

PARTIES

- (1) **MICHAEL JOHN KNIGHT** of 5 Atenburg Gardens, London SW11 1JH
(Seller)
- (2) **WHOLLY GRAPE LIMITED** incorporated and registered in England and Wales with
company number 08462306 (Company)

BACKGROUND

- (A) The Seller is the registered holder of 4,999 A ordinary shares of £1.00 each in the
capital of the Company (Shares and each, a Share)
- (B) The Seller has agreed to sell and the Company has agreed to buy the Shares subject
to the terms of this agreement
- (C) It is proposed that, once purchased by the Company, the 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

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

- 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) and that person's personal representatives,
successors, successors and permitted assigns
- 1.6 A reference to a **party** shall include that party's personal representatives and
permitted assigns

1 7 A reference to **writing** or **written** includes fax but not email [(unless otherwise expressly provided in this agreement)]

1 8 References to clauses are to the clauses of this agreement

2. **SHAREHOLDER APPROVAL**

The sale and purchase of the Shares in accordance with clause 3 is conditional on a resolution of the Company being passed approving the terms of this agreement (**Shareholder Approval**) If Shareholder Approval is not granted on or before 31 December 2016, this agreement shall cease to have effect immediately after that date and time except for

- (a) Clause 1 and clause 4 to clause 10 (inclusive),
- (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination under this clause 2

3. **SALE AND PURCHASE OF SHARES**

3 1 The Seller agrees to sell the Shares free from all Encumbrances for a aggregate of £4,999 and the Company agrees to purchase them and to pay such consideration to the Seller

3 2 The Seller warrants to the Company that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the legal and beneficial title to the Shares to the Company free from all Encumbrances, without the consent of any other person

3 3 Each party warrants to the other 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 4 Each party warrants to the other 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

- (a) under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound, or
- (b) any order, judgment, decree or other restriction applicable to it

3 5 Completion of the sale and purchase of the Shares shall take place after Shareholder Approval has been granted in accordance with clause 2 when the Seller shall deliver the share certificate(s) or other evidence of title to the 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 of £4,999 to the Seller as instructed by the Seller

4. FURTHER ASSURANCE

The Seller 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

5. 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

6. 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

7. COSTS AND STAMP DUTY

Each party shall pay its own costs 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

8. VARIATION AND WAIVER

8.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

8.2 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

9. COUNTERPARTS

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

10. GOVERNING LAW AND JURISDICTION

- 10.1 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
- 10.2 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 on the date stated at the beginning of it

Signed by **MICHAEL JOHN KNIGHT**



Signed by **MICHAEL JOHN KNIGHT**
for and on behalf of **WHOLLY GRAPE
LIMITED**



Director