



✓ **What this form is for**
You may use this form to give notice of a cancellation of shares by a limited company on purchase

X What this for
You cannot u
give notice o
shares held b
under sectio
Companies A
please use for



AA5V1CSQ

A07

03/06/2021

#82

COMPANIES HOUSE

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 house

1 Company details

Company number	0	0	3	7	2	4	8	1
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Company name in full	GRAHAM & BROWN LIMITED
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→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2	Date of cancellation
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Date of cancellation	^d 1	^d 5	^m 0	^m 4	^y 2	^y 0	^y 2	^y 1
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3	Shares cancelled
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[illegible]

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Notice of cancellation of shares

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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.

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

Please use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
Currency table A				
£1.00	Ordinary Shares	1,390,000	1,390,000	
£0.01	A Ordinary Shares	33,857	338.57	
£1.00	B Shares	27,656	27,656	
Totals		1,451,513	1,417,994.57	NIL
Currency table B				
Totals				
Currency table C				
Totals				
Totals (including continuation pages)		Total number of shares 1,451,513	Total aggregate nominal value ① 1,417,994.57	Total aggregate amount unpaid ① NIL

① Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

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5**Statement of capital (prescribed particulars of rights attached to shares)**

Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in Section 4.

Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

Continuation pages

Please use a Statement of Capital continuation page if necessary.

Class of share

Ordinary Shares

Prescribed particulars
①

See attached

Class of share

A Ordinary Shares

Prescribed particulars
①

See attached

Class of share

B Shares

Prescribed particulars
①

See attached

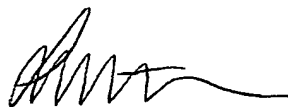
6**Signature**

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
 Director^②, Secretary, Person authorised^③, Administrator, Administrative receiver, 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 Elaine Hurn

Company name Taylors Solicitors

Address Rawlings House

Exchange Street

Post town Blackburn

County/Region Lancashire

Postcode B B 1 7 J N

Country

DX

Telephone 01254 297900

**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.

**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.

**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

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Notice of cancellation of shares

5	Statement of capital (prescribed particulars of rights attached to shares) ❶	
Class of share	Ordinary Shares	
Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Controlling Shareholder may in respect of each Accounting Period declare and pay dividends in accordance with the respective rights of the members as set out in this article 12.1 and in the following order of priority but no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors:</p> <p>12.1.2 first, in aggregate to the members holding "A" Ordinary Shares, a participating dividend of an amount up to (but not exceeding) 1.1288% of PBT in the relevant Accounting Period (the amount so declared and paid being determined by resolution of the board of directors) (an "A" Ordinary Preferential Dividend") unless the "A" Ordinary Shareholders notifies the Company that he waives such dividend in respect of any Accounting Period;</p> <p>12.1.3 secondly, to the members holding "B" Shares a fixed dividend of £0.01 pence per share; and</p> <p>12.1.4 thereafter, any remaining dividends so declared by the Controlling Shareholder shall be distributed amongst the holders of the Ordinary Shares.</p> <p>12.1.5 Any "A" Ordinary Preferential Dividend shall be paid, in cash, within 10 days following the date of the declaration such dividend by the Controlling Shareholder to the persons registered as the holders of "A" Ordinary Shares at the date of the ordinary resolution.</p> <p>12.1.6 Any Fixed Dividend shall be paid in cash within 10 days following the date of the ordinary resolution declaring such dividend to the persons registered as the holders of "B" Shares at the date of the ordinary resolution.</p> <p>12.1.7 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1.</p> <p>12.1.8 Any dispute as to the amount of PBT shall be referred by the Company to the Auditors, acting as experts and not as arbitrators. The decision of the Auditors shall be final and binding on the parties (save in the case of fraud or manifest error). The Auditors' terms of reference shall be to determine the matters in dispute within twenty-one days of their appointment and the parties shall each provide the Auditors with all information which the Auditors reasonably require and the Auditors shall be entitled (to the extent they consider it appropriate) to base their determination on such information. The Company shall pay the fee of the Auditors.</p>	

❶ Prescribed particulars of rights attached to shares

The particulars are:

- particulars of any voting rights, including rights that arise only in certain circumstances;
- particulars of any rights, as respects dividends, to participate in a distribution;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

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Notice of cancellation of shares

5 Statement of capital (prescribed particulars of rights attached to shares) ^①

Class of share	Ordinary Shares
Prescribed particulars	<p>12.2 As regards to capital</p> <p>12.2.1 On a return of assets whether in a winding-up or reduction of capital and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares) and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control, the assets and retained profits of the Company available for distribution among the members remaining after payment of all other debts and liabilities of the Company and of the costs charges and expenses of such winding-up shall be applied as follows:</p> <p>12.2.2 first, in paying to the holders of the "B" Shares any amount outstanding pursuant to the JC Option Agreement;</p> <p>12.2.3 second, in paying to the holders of Ordinary Shares the capital paid up on the Ordinary Shares;</p> <p>12.2.4 thirdly, in paying to the holders of the "A" Ordinary Shares the capital paid up on the "A" Ordinary Shares;</p> <p>12.2.5 thereafter, in distributing the balance of such assets and retained profits to the holders of the Ordinary Shares and the "A" Ordinary Shares as one class of shareholders in accordance with the Mark McCauley Agreement and in the absence of such agreement, shall be distributed pro-rata to the amounts paid up on the Shares held by each Shareholder.</p> <p>12.3 As regards voting</p> <p>12.3.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.3.2 The "B" Shareholders shall have the right to receive notice of all general meetings of the Company and to attend thereat but shall have no right to vote at such meetings either in person or by proxy nor to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings.</p> <p>12.3.3 The "A" Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every member who is present shall have one vote for every "A" Ordinary Share held by him or in the alternative each such member may sign such written resolution.</p>

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A separate table must be used for each class of share.

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Notice of cancellation of shares

5

Statement of capital (prescribed particulars of rights attached to shares) ^①

Class of share	A Ordinary Shares	<p>① Prescribed particulars of rights attached to shares The particulars are:</p> <ul style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Controlling Shareholder may in respect of each Accounting Period declare and pay dividends in accordance with the respective rights of the members as set out in this article 12.1 and in the following order of priority but no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors:</p> <p>12.1.2 first, in aggregate to the members holding "A" Ordinary Shares, a participating dividend of an amount up to (but not exceeding) 1.1288% of PBT in the relevant Accounting Period (the amount so declared and paid being determined by resolution of the board of directors) (an "'A" Ordinary Preferential Dividend") unless the "A" Ordinary Shareholders notifies the Company that he waives such dividend in respect of any Accounting Period;</p> <p>12.1.3 secondly, to the members holding "B" Shares a fixed dividend of £0.01 pence per share; and</p> <p>12.1.4 thereafter, any remaining dividends so declared by the Controlling Shareholder shall be distributed amongst the holders of the Ordinary Shares.</p> <p>12.1.5 Any "A" Ordinary Preferential Dividend shall be paid, in cash, within 10 days following the date of the declaration such dividend by the Controlling Shareholder to the persons registered as the holders of "A" Ordinary Shares at the date of the ordinary resolution.</p> <p>12.1.6 Any Fixed Dividend shall be paid in cash within 10 days following the date of the ordinary resolution declaring such dividend to the persons registered as the holders of "B" Shares at the date of the ordinary resolution.</p> <p>12.1.7 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1.</p> <p>12.1.8 Any dispute as to the amount of PBT shall be referred by the Company to the Auditors, acting as experts and not as arbitrators. The decision of the Auditors shall be final and binding on the parties (save in the case of fraud or manifest error). The Auditors' terms of reference shall be to determine the matters in dispute within twenty-one days of their appointment and the parties shall each provide the Auditors with all information which the Auditors reasonably require and the Auditors shall be entitled (to the extent they consider it appropriate) to base their determination on such information. The Company shall pay the fee of the Auditors.</p>	

5 **Statement of capital (prescribed particulars of rights attached to shares) ¹**

Class of share	A Ordinary Shares
Prescribed particulars	<p>12.2 As regards to capital</p> <p>12.2.1 On a return of assets whether in a winding-up or reduction of capital and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares) and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control, the assets and retained profits of the Company available for distribution among the members remaining after payment of all other debts and liabilities of the Company and of the costs charges and expenses of such winding-up shall be applied as follows:</p> <p>12.2.2 first, in paying to the holders of the "B" Shares any amount outstanding pursuant to the JC Option Agreement;</p> <p>12.2.3 second, in paying to the holders of Ordinary Shares the capital paid up on the Ordinary Shares;</p> <p>12.2.4 thirdly, in paying to the holders of the "A" Ordinary Shares the capital paid up on the "A" Ordinary Shares;</p> <p>12.2.5 thereafter, in distributing the balance of such assets and retained profits to the holders of the Ordinary Shares and the "A" Ordinary Shares as one class of shareholders in accordance with the Mark McCauley Agreement and in the absence of such agreement, shall be distributed pro-rata to the amounts paid up on the Shares held by each Shareholder.</p> <p>12.3 As regards voting</p> <p>12.3.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.3.2 The "B" Shareholders shall have the right to receive notice of all general meetings of the Company and to attend thereat but shall have no right to vote at such meetings either in person or by proxy nor to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings.</p> <p>12.3.3 The "A" Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every member who is present shall have one vote for every "A" Ordinary Share held by him or in the alternative each such member may sign such written resolution.</p>

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5 Statement of capital (prescribed particulars of rights attached to shares) ¹

Class of share	B Shares	<p>1 Prescribed particulars of rights attached to shares The particulars are:</p> <ul style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <p>A separate table must be used for each class of share.</p>
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Notice of cancellation of shares

5

Statement of capital (prescribed particulars of rights attached to shares) ^①

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Prescribed particulars	<p>12.2 As regards to capital</p> <p>12.2.1 On a return of assets whether in a winding-up or reduction of capital and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares) and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control, the assets and retained profits of the Company available for distribution among the members remaining after payment of all other debts and liabilities of the Company and of the costs charges and expenses of such winding-up shall be applied as follows:</p> <p>12.2.2 first, in paying to the holders of the "B" Shares any amount outstanding pursuant to the JC Option Agreement;</p> <p>12.2.3 second, in paying to the holders of Ordinary Shares the capital paid up on the Ordinary Shares;</p> <p>12.2.4 thirdly, in paying to the holders of the "A" Ordinary Shares the capital paid up on the "A" Ordinary Shares;</p> <p>12.2.5 thereafter, in distributing the balance of such assets and retained profits to the holders of the Ordinary Shares and the "A" Ordinary Shares as one class of shareholders in accordance with the Mark McCauley Agreement and in the absence of such agreement, shall be distributed pro-rata to the amounts paid up on the Shares held by each Shareholder.</p> <p>12.3 As regards voting</p> <p>12.3.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.3.2 The "B" Shareholders shall have the right to receive notice of all general meetings of the Company and to attend thereat but shall have no right to vote at such meetings either in person or by proxy nor to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings.</p> <p>12.3.3 The "A" Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every member who is present shall have one vote for every "A" Ordinary Share held by him or in the alternative each such member may sign such written resolution.</p>

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