



Companies House
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AR01 (ef)

Annual Return



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Company Name: **LOATES-TAYLOR SHANNON LIMITED**

Company Number: **04996666**

Date of this return: **16/12/2012**

SIC codes: **71111**

Company Type: **Private company limited by shares**

Situation of Registered Office: **UNIT C 15 BELL YARD MEWS
LONDON
UNITED KINGDOM
SE1 3TY**

Officers of the company

Company Director **1**

Type: **Person**

Full forename(s): **GREG**

Surname: **SHANNON**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **17/06/1967**

Nationality: **BRITISH**

Occupation: **ARCHITECT**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	100
		<i>Aggregate nominal value</i>	100
<i>Currency</i>	GBP	<i>Amount paid</i>	1
		<i>Amount unpaid</i>	0

Prescribed particulars

ABSOLUTE RESTRICTIONS EACH OF THE SHAREHOLDERS SHALL EXERCISE HIS EQUAL VOTING RIGHTS AS A SHAREHOLDER AND DIRECTOR OF THE COMPANY. DIVIDENDS SUBJECT ONLY TO THE BOARD BEING REASONABLY SATISFIED THAT THE COMPANY HAS SUFFICIENT CASH TO PAY SUCH DIVIDEND AND TO MEET ITS OTHER LIABILITIES THEN DUE OR FALLING DUE FOR PAYMENT, THE SHAREHOLDERS SHALL CAUSE THE COMPANY WITHIN FORTY-TWO DAYS FROM SIGNATURE BY THE AUDITORS OF THEIR AUDIT CERTIFICATE UPON THE COMPANY'S ACCOUNTS FOR EACH FINANCIAL YEAR, TO PAY A DIVIDEND IN A TOTAL SUM EQUAL TO FIFTEEN PER CENT OF ITS NET PROFIT AFTER TAX GENERATED IN THAT FINANCIAL YEAR (OR, IF A LOSS WAS CARRIED FORWARD FROM A PREVIOUS YEAR, FIFTEEN PER CENT OF THE BALANCE REMAINING OF THE PROFIT GENERATED IN THAT FINANCIAL YEAR AFTER MAKING GOOD SUCH CARRIED FORWARD LOSS) SALE OF SHARES AND OTHER CONSEQUENCES IF A SHAREHOLDER TERMINATES HIS SERVICE AGREEMENT WITH THE COMPANY BY GIVING THE PERIOD OF NOTICE REQUIRED BY ITS PROVISIONS FOR SUCH TERMINATION, THE FOLLOWING SHALL APPLY: 10.2.1 SUBJECT TO CLAUSE 10.2.3, AT ANY TIME WITHIN TWELVE MONTHS FROM THE DATE ON WHICH THE RESIGNING SHAREHOLDER'S SERVICE AGREEMENT TERMINATES ANY OF THE OTHER SHAREHOLDERS MAY BY NOTICE TO HIM ELECT TO PURCHASE ALL OR ANY OF THE SHARES HELD BY HIM AND HIS RELATED INTERESTS ('THE RELEVANT SHARES?'); 10.2.2 IF OTHER SHAREHOLDERS IN AGGREGATE ELECT TO PURCHASE MORE SHARES THAN ARE HELD BY THE RESIGNING SHAREHOLDER AND HIS RELATED INTERESTS, THEIR ELECTIONS SHALL HAVE EFFECT SO AS TO RELATE IN EACH CASE TO: (A) THEIR SHAREHOLDING PROPORTION OF THE RELEVANT SHARES; AND (B) THEIR SHAREHOLDING PROPORTION OF THAT NUMBER OF RELEVANT SHARES WHICH EXCEEDS THE AGGREGATE NUMBER OF RELEVANT SHARES ALLOCATED PURSUANT TO THE PRECEDING PARAGRAPH 10.2.2(A) PROVIDED THAT NO SHAREHOLDER SHALL BE OBLIGED TO PURCHASE MORE SHARES THAN HE SO ELECTED TO PURCHASE (AND ANY SHARES ALLOCATED TO HIM BY PARAGRAPHS (A) AND (B) OF THIS CLAUSE 10.2.2 IN EXCESS OF HIS ELECTION TO PURCHASE SHALL BE ALLOCATED TO OTHER SHAREHOLDERS IN THEIR SHAREHOLDING PROPORTIONS, BUT SUBJECT TO THIS PROVISIO); 10.2.3 IF ANY SHAREHOLDER SERVES NOTICE ON THE RESIGNING SHAREHOLDER PURSUANT TO CLAUSE 10.2.1 HE SHALL SERVE A COPY OF SUCH NOTICE ON THE OTHER SHAREHOLDER(S) AND SUCH OTHER SHAREHOLDER(S) SHALL THEN HAVE THIRTY DAYS FROM SUCH NOTICE BEING GIVEN TO HIM (WHETHER SUCH THIRTY DAYS EXPIRES WITHIN OR AFTER THE TWELVE MONTHS REFERRED TO IN THAT CLAUSE) TO ELECT TO PURCHASE ANY OF THE RELEVANT SHARES PURSUANT TO CLAUSE 10.2.1; UPON EXPIRY OF THAT THIRTY DAYS HIS RIGHT TO DO SO SHALL CEASE; 10.2.4 IF ANY SHAREHOLDER ('ELECTING SHAREHOLDER?') ELECTS TO PURCHASE SHARES PURSUANT TO THIS CLAUSE 10.2, THE RESIGNING SHAREHOLDER SHALL SELL OR PROCURE THE SALE AND THE ELECTING SHAREHOLDERS IN THE PROPORTIONS PROVIDED FOR BY THIS CLAUSE 10.2 SHALL PURCHASE THE RELEVANT SHARES IN RESPECT OF WHICH PURCHASE ELECTIONS HAVE BEEN MADE ('THE SALE SHARES?'); 10.2.5 THE PRICE FOR THE SALE SHARES SHALL BE THEIR NET TANGIBLE ASSET VALUE AND SHALL BE PAID BY TWELVE EQUAL CONSECUTIVE MONTHLY INSTALMENTS, THE FIRST PAYABLE UPON COMPLETION OF THE SALE; 10.2.6 SUCH SALE AND PURCHASE SHALL BE COMPLETED ON THE FIRST WORKING DAY FALLING AT LEAST THIRTY DAYS AFTER THE DATE OF ISSUE BY THE AUDITORS OF THE NET TANGIBLE ASSET VALUE OF THE SALE SHARES; 10.2.7 AS FROM TERMINATION OF THE RESIGNING SHAREHOLDER'S SERVICE AGREEMENT THE RELEVANT SHARES SHALL CEASE TO CARRY ANY VOTES IN GENERAL MEETINGS OF THE COMPANY AND ANY MATTER WHICH REQUIRES THE CONSENT OF SHAREHOLDERS UNDER THIS AGREEMENT SHALL NOT REQUIRE THE CONSENT OF THE RESIGNING SHAREHOLDER;

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	100
		<i>Total aggregate nominal value</i>	100

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 16/12/2012 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **100 ORDINARY shares held as at the date of this return**
Name: **GREG SHANNON**

Shareholding 2 : **0 ORDINARY shares held as at the date of this return**
50 shares transferred on 2011-08-31
Name: **MICHAEL LOATES-TAYLOR**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.