


**Paperclip
only**
SH01

Return of allotment of shares

Oyez



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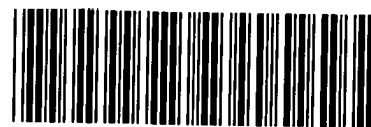
www.gov.uk/companieshouse**What this form is for**

You may use this form to give notice of shares allotted following incorporation.

**What this form is NOT for**

You cannot use this form to give notice of shares taken by on formation of the company for an allotment of a new shares by an unlimited company.

WEDNESDAY



A24

A8ACPI40

24/07/2019

#151

COMPANIES HOUSE

1 Company details

Company number 0 8 5 7 3 6 3 7

Company name in full Maxwelllia Ltd

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Allotment dates ①

From Date d 1 d 7 m 0 m 7 y 2 y 0 y 1 y 9

To Date d d m m y y y y

① Allotment date

If all shares were allotted on the same day enter that date in the 'from date' box. If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares.
(Please use a continuation page if necessary.)

② Currency

If currency details are not completed we will assume currency is in pound sterling.

Currency ②	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
£	Ordinary	243,750	0.00102	0.80	0
£	A Ordinary	375,000	0.00102	0.80	0

If the allotted shares are fully or partly paid up otherwise than in cash, please state the consideration for which the shares were allotted.

Continuation page

Please use a continuation page if necessary.

Details of non-cash
consideration.

If a PLC, please attach
valuation report (if
appropriate)

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Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

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				
£	Ordinary	1,825,214	1861.7182	0
£	A Ordinary	1,000,000	1020	0
Totals		2825214	2881.7182	0

Currency table B

Totals				

Currency table C

Totals				

Totals (including continuation pages)

Total number of shares	Total aggregate nominal value ①	Total aggregate amount unpaid ①
2825214	2881.7182	0

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

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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 .	
Class of share	Please see continuation pages
Prescribed particulars ①	
Class of share	
Prescribed particulars ①	
Class of share	
Prescribed particulars ①	

① 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 page
Please use a Statement of capital continuation page if necessary.

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Signature

I am signing this form on behalf of the company.	
Signature	<div>Signature</div> <div>×  ×</div>
<div>This form may be signed by: Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.</div> <div>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.</div> <div>③ Person authorised Under either section 270 or 274 of the Companies Act 2006.</div>	



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

Class of share	Ordinary
Prescribed particulars	<p>"A Ordinary Shares" means the A ordinary shares of £0.001 each in the Company from time to time.</p> <p>"A Ordinary Shareholders" means the Holders of the A Ordinary Shares from time to time.</p> <p>"Act" means the Companies Act 2006.</p> <p>"Bad Leaver" means any Leaver who becomes a Leaver as a consequence of:</p> <p>(a) such person's resignation as an Employee, except in circumstances which constitute a constructive or wrongful dismissal or unfair, in the case of the Founder only in the event that her notice of such resignation is given in the 12 months immediately following the Adoption Date; or that person's dismissal as an Employee for just cause, where "just cause" shall mean:</p> <p>(i) the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or where such termination without notice or pay in lieu of notice is as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or</p> <p>(ii) that person's fair dismissal pursuant to section 98(2) (a) (capability) (but excluding death or illhealth) or 98(2) (b) (conduct) of the Employment Rights Act 1996;</p> <p>(b) that person's fraud or that person having been found guilty of an indictable offence.</p> <p>"Board" means the Board of Directors of the Company for the time being.</p> <p>"Company" means Maxwellia Ltd.</p> <p>"Default" means</p> <p>(a) the Company or any member of the Group is in an Insolvency Event or where circumstances exist where there is no reasonable prospect that the Company will avoid entering into an Insolvency Event; or</p> <p>(b) an event of default (however named) has occurred in each case for the purposes of any Liabilities or any other material borrowings or financial facilities of the Group, and, in the case of an outstanding event of default which is remediable, has not been remedied within any applicable period or waived or any other event has occurred or circumstances subsist which (with the giving of notice, passing of time or otherwise) would be such an event of default (where for these purposes, borrowings or financial facilities shall be material if exceeding £50,000 in aggregate); or</p> <p>there has occurred (in the opinion of the Investors acting in good faith) a material and adverse change in the business, operations, or financial or trading prospects of the Company or any member of the Group (excluding, for such purposes, any event, circumstance or change resulting from (i) general economic conditions; (ii) changes in conditions generally affecting the industry in which the Company or any member of the Group operates; (iii) changes in laws, regulations or accounting practices save where the impact on the Company or any member of the Group is disproportionate to the effect on other similar</p>



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

Class of share	Ordinary
Prescribed particulars	<p>companies operating in the same industry), (together with (a) and (b) above, a "Financial Default")</p> <p>(e) any of the special rights or privileges or attaching to any Equity Shares and/or the terms of any Investor Consent whether given under these Articles or the Investment Agreement shall have been breached to a material extent and (if remediable) not remedied within fourteen days of written notice from the Investors to the reasonable satisfaction of the Investors; or</p> <p>(f) the Company or any other member of the Group is in material breach of any of its material obligations under the Investment Agreement and (if remediable) has not remedied the breach in all material respects, within fourteen days of written notice from the Investors to the reasonable satisfaction of the Investors (together with (e) above, a "Contractual Default").</p> <p>"Default Rights" means the enhanced rights of the A Ordinary Shareholders under Articles 2.4 and 7.3.</p> <p>"Equity Securities" means has the meaning given in section 560(1) of the Act.</p> <p>"Equity Shareholders" means the Holders of the Equity Shares from time to time.</p> <p>"Equity Shares" means the A Ordinary Shares and the Ordinary Shares.</p> <p>"Exit" means the earlier to occur of a Share Sale or a Listing.</p> <p>"Exit Value" means:</p> <p>(a) on a Listing, the value at the Listing Value of the then issued equity share capital of the Company of the class(es) being Listed (other than those issued under the Listing arrangements to raise new money); or</p> <p>(b) on a Sale, the consideration payable for the shares of the Company under and the subject of the terms of the Sale; or</p> <p>(c) on a Distribution of Remaining Assets pursuant to Article 5, the amount or value of the assets the subject of the Distribution</p> <p>"Financial Year" means an accounting reference period (as defined by the Act) of the Company.</p> <p>"Founder" means Anna Blackledge, being a Shareholder and Director at Completion.</p> <p>"Fully Paid" means in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.</p> <p>"Holder" means in relation to a Share, the person whose name is entered in the register of members as the Holder of that Share from time to time.</p> <p>"Investor Consent" means the giving of a prior consent in Writing by (i) GM&C and (ii) one of APV or Mobius (which consent may be given by BioCity Group Limited on their behalf).</p> <p>"Investor Director" means each and either of the GM&C Investor Director or the APV/Mobius Investor Director.</p> <p>"Issue Price" means in relation to any Share, the price at which that Share is issued (being the aggregate of the amount Paid in respect of the nominal value of that Share and any share premium on that Share).</p>



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

Class of share	Ordinary
Prescribed particulars	<p>"Listing" means the admission of any Shares (or securities representing Shares) to, or the grant of permission for any Shares (or securities representing Shares) to be traded on, the Official List of the United Kingdom Listing Authority, AIM or any other Recognised Investment Exchange (as defined in section 285(1)(a) of the Financial Services and Markets Act 2000).</p> <p>"Listing Value" means, in the event of a Listing and as regards a share comprised in the equity share capital of the Company, the value of that share (or the share capital into which it has been converted or re-designated or attributable to it at the time of the Listing), as determined by reference to the price at which the shares of the Company of that class are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing arrangements.</p> <p>"Ordinary Shares" means the Ordinary Shares of £0.001 each in the Company from time to time.</p> <p>"Ordinary Shareholders" means the Holders of the Ordinary Shares from time to time.</p> <p>"Paid" means paid or credited as paid.</p> <p>"Proceeds" means the proceeds of a Share Sale.</p> <p>"Sale Price" means the price per Share at which the relevant Leaver must transfer the Sale Shares determined in accordance with Article 13.3.</p> <p>"Shares" means shares in the Company.</p> <p>"Share Sale" means the completion of any sale of any interest in any Share (whether in one transaction or a series of related transactions) resulting in the transferee (either alone or together with its Connected Persons) holding a Controlling Interest.</p> <p>"Subscription Rights" means any rights (whether under options, warrants on conversion of any indebtedness or otherwise) to call for the allotment or issue of any shares in the Company.</p> <p>"Time Conditions" means in the case of a Share, any condition or conditions imposed by the Employee Agreement in relation to that Share that its rights under Article 6 are conditional on the Holder remaining an Employee (or in the case of a Related Party who is not an Employee, his connected person remaining an Employee) for a specified period of time.</p> <p>4. SHARE RIGHTS (INCOME)</p> <p>4.1. Save as otherwise provided in these Articles, any profits resolved to be distributed in respect of any Financial Year or part thereof shall be distributed amongst the Holders of such class or classes of Equity Shares as the Board shall from time to time resolve (with Investor Consent).</p> <p>4.2. Notwithstanding any other provision of these Articles, except with respect to Shares held by the Founder, shares subject to Time Conditions which are not satisfied shares shall not carry any right to receive dividends or other income distributions.</p>



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

Class of share	Ordinary	
Prescribed particulars	<p>5. SHARE RIGHTS (RETURN OF CAPITAL AND EXIT)</p> <p>5.1. On an event of a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities ("Remaining Assets") shall be applied as follows:</p> <p>5.1.1. first, in paying to the A Ordinary Shareholders a sum equal to the Issue Price ("Distribution Price") for each A Ordinary Share held by them;</p> <p>5.1.2. second, in paying to the Ordinary Shareholders a sum equal to the Distribution Price for each Ordinary Share held by them;</p> <p>5.1.3. third, (but subject to the provisions of Articles 5.2 and Article 5.3) the balance of those assets shall be distributed amongst the Equity Shareholders (pari passu as if the Equity Shares constituted one class of Shares and in proportion (as nearly as possible) to the number of Equity Shares held by them respectively).</p> <p>5.2. If in applying the provisions of Article 5.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares, the amount available will be divided amongst the Holders of Shares of that class pro rata (as nearly as possible) to the number of Shares of that class held by them.</p> <p>5.3. Subject as otherwise expressly provided in these Articles, on a Listing or on or following a Sale, the Exit Value attributable to the Equity Shares that form part of the share capital to which the Exit Value relates shall be allocated between such classes of share in the manner provided in Article 5.1 as if the same is a return of capital other than on a liquidation or Winding Up but without this requiring (on a Sale) that the amount of consideration so allocated need be satisfied in exactly the same form.</p> <p>5.4. On and following a Sale the consideration thereunder and each payment thereof shall be deemed to be subject to a trust for application in the priority and basis provided in this Article 25 and the recipients thereof shall apply and account for the same accordingly.</p> <p>5.5. If a Listing is to take place, each member shall execute and deliver and do such acts deeds documents and things as the Board shall (with Investor Consent) reasonably require of him in that capacity to reorganise the share capital of the Company to be the subject of a Listing into shares of a class and nominal value and with the apportionment of Exit Value appropriate for that purpose and in accordance with the requirements of this Article 5 including but not limited to passing any resolutions and providing any consents necessary for that purpose and surrendering his share certificate(s) for cancellation and replacement accordingly. Without limiting the foregoing, where the shares to be the subject of the Listing are of different nominal values such resolutions may involve the subdivision of the shares of a higher nominal value into shares of the same nominal value as those of a smaller nominal value and (if required) the subsequent consolidation and re-designation of</p>	



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

Class of share	Ordinary	
Prescribed particulars	<p>all then resultant shares of the lower nominal value into one class of share with a nominal value appropriate for the Listing.</p> <p>5.6. Each member shall be deemed hereby irrevocably to appoint such person as shall be nominated for this purpose by the Board (with Investor Consent) as his attorney for the purposes of executing and delivering and doing any acts deeds and things as are required on his part by Article 5.5.</p> <p>7. SHARE RIGHTS (VOTING)</p> <p>7.1. Subject to any special rights or restrictions as to voting attached to any Share by, or in accordance with, these articles:</p> <p>7.1.1. on a show of hands at a general meeting every Equity Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or proxies, shall have one vote; and</p> <p>7.1.2. on a vote on:</p> <p>7.1.2.1. a resolution on a poll taken at a general meeting; or</p> <p>7.1.2.2. a written resolution;</p> <p>every Equity Shareholder shall (subject to Articles 7.2 and 7.3) have one vote for every Equity Share he holds.</p> <p>7.2. If a Default has occurred and the Investors deliver a notice in Writing (a "Voting Adjustment Notice") to that effect to the Company, the voting rights attaching to the A Ordinary Shares shall be amended with effect from the date of that Voting Adjustment Notice so that during a Default Period on a poll every A Ordinary Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or by proxies, has 100,000 votes for every A Ordinary Share held by him and so that for the purposes of these Articles the expression "Default Period" shall mean any period during which a Voting Adjustment Notice remains in effect in accordance with the provisions of Article 7.5). If a Default has occurred the Investors will first, without serving an Adjustment Notice, serve notice in writing to the Company, requiring the Default to be rectified, provided that service of any such notice shall be without prejudice to the Investors' right to serve an Adjustment Notice in respect of such Default subsequently if such Default does not cease or is not rectified to its satisfaction.</p> <p>7.3. If the Investors (by an Investor Direction) so direct, any Bad Leaver currently the subject of a Transfer Notice shall not confer the right to receive notice of, attend or vote at any general meeting of the Company (or meeting of any class of Shareholder) and that Share shall not:</p> <p>7.3.1. be counted:</p> <p>7.3.1.1. in determining the total number of votes which may be cast at that meeting;</p> <p>7.3.1.2. for the purposes of a written resolution; or</p> <p>7.3.1.3. for the purposes of a written consent of any Shareholder or class of Shareholders; or</p>	



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

Class of share	Ordinary	
Prescribed particulars	<p>7.3.2. entitle the Shareholder who holds that Share to participate in any allotment of Shares pursuant to Article 8.</p> <p>7.4. Except with respect to Shares held by the Founder, Shares subject to Time Conditions which have not been satisfied shall carry no right to vote or receive notice of or attend any meetings of Shareholders.</p> <p>7.5. During a Default Period:</p> <p>7.5.1. the Investors shall exercise their Default Rights only for the purposes of dealing with the actual and likely (in the opinion of the Investors acting reasonably) consequences of the matter in question and (where applicable preventing its reoccurrence) and in relation to:</p> <p>7.5.1.1. a Financial Default, in order to prevent the Company's further financial deterioration and if necessary dealing with any relevant third party in relation thereto; and</p> <p>7.5.1.2. a Contractual Default, in order to correct or minimise the impact of a breach and if necessary dealing with any relevant third party in relation thereto.</p> <p>7.5.2. the exercise of Default Rights in relation to a particular default shall end upon the first to occur of:</p> <p>7.5.2.1. the date on which the Investors notify the Company in writing that the relative Default has ceased or been rectified;</p> <p>7.5.2.2. the date on which the Board (including any Investor Directors in office, acting reasonably and without undue delay) agrees that it shall no longer constitute a Default Period; or</p> <p>7.5.2.3. a Share Sale or Listing.</p> <p>Shares are non-redeemable</p>	



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Prescribed particulars	<p>companies operating in the same industry), (together with (a) and (b) above, a "Financial Default")</p> <p>(e) any of the special rights or privileges or attaching to any Equity Shares and/or the terms of any Investor Consent whether given under these Articles or the Investment Agreement shall have been breached to a material extent and (if remediable) not remedied within fourteen days of written notice from the Investors to the reasonable satisfaction of the Investors; or</p> <p>(f) the Company or any other member of the Group is in material breach of any of its material obligations under the Investment Agreement and (if remediable) has not remedied the breach in all material respects, within fourteen days of written notice from the Investors to the reasonable satisfaction of the Investors (together with (e) above, a "Contractual Default").</p> <p>"Default Rights" means the enhanced rights of the A Ordinary Shareholders under Articles 2.4 and 7.3.</p> <p>"Equity Securities" means has the meaning given in section 560(1) of the Act.</p> <p>"Equity Shareholders" means the Holders of the Equity Shares from time to time.</p> <p>"Equity Shares" means the A Ordinary Shares and the Ordinary Shares.</p> <p>"Exit" means the earlier to occur of a Share Sale or a Listing.</p> <p>"Exit Value" means:</p> <p>(a) on a Listing, the value at the Listing Value of the then issued equity share capital of the Company of the class(es) being Listed (other than those issued under the Listing arrangements to raise new money); or</p> <p>(b) on a Sale, the consideration payable for the shares of the Company under and the subject of the terms of the Sale; or</p> <p>(c) on a Distribution of Remaining Assets pursuant to Article 5, the amount or value of the assets the subject of the Distribution</p> <p>"Financial Year" means an accounting reference period (as defined by the Act) of the Company.</p> <p>"Founder" means Anna Blackledge, being a Shareholder and Director at Completion.</p> <p>"Fully Paid" means in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.</p> <p>"Holder" means in relation to a Share, the person whose name is entered in the register of members as the Holder of that Share from time to time.</p> <p>"Investor Consent" means the giving of a prior consent in Writing by (i) GM&C and (ii) one of APV or Mobius (which consent may be given by BioCity Group Limited on their behalf).</p> <p>"Investor Director" means each and either of the GM&C Investor Director or the APV/Mobius Investor Director.</p> <p>"Issue Price" means in relation to any Share, the price at which that Share is issued (being the aggregate of the amount Paid in respect of the nominal value of that Share and any share premium on that Share).</p>



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

Class of share	A Ordinary	
Prescribed particulars	<p>5. SHARE RIGHTS (RETURN OF CAPITAL AND EXIT)</p> <p>5.1. On an event of a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities ("Remaining Assets") shall be applied as follows:</p> <p>5.1.1. first, in paying to the A Ordinary Shareholders a sum equal to the Issue Price ("Distribution Price") for each A Ordinary Share held by them;</p> <p>5.1.2. second, in paying to the Ordinary Shareholders a sum equal to the Distribution Price for each Ordinary Share held by them;</p> <p>5.1.3. third, (but subject to the provisions of Articles 5.2 and Article 5.3) the balance of those assets shall be distributed amongst the Equity Shareholders (pari passu as if the Equity Shares constituted one class of Shares and in proportion (as nearly as possible) to the number of Equity Shares held by them respectively).</p> <p>5.2. If in applying the provisions of Article 5.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares, the amount available will be divided amongst the Holders of Shares of that class pro rata (as nearly as possible) to the number of Shares of that class held by them.</p> <p>5.3. Subject as otherwise expressly provided in these Articles, on a Listing or on or following a Sale, the Exit Value attributable to the Equity Shares that form part of the share capital to which the Exit Value relates shall be allocated between such classes of share in the manner provided in Article 5.1 as if the same is a return of capital other than on a liquidation or Winding Up but without this requiring (on a Sale) that the amount of consideration so allocated need be satisfied in exactly the same form.</p> <p>5.4. On and following a Sale the consideration thereunder and each payment thereof shall be deemed to be subject to a trust for application in the priority and basis provided in this Article 25 and the recipients thereof shall apply and account for the same accordingly.</p> <p>5.5. If a Listing is to take place, each member shall execute and deliver and do such acts deeds documents and things as the Board shall (with Investor Consent) reasonably require of him in that capacity to reorganise the share capital of the Company to be the subject of a Listing into shares of a class and nominal value and with the apportionment of Exit Value appropriate for that purpose and in accordance with the requirements of this Article 5 including but not limited to passing any resolutions and providing any consents necessary for that purpose and surrendering his share certificate(s) for cancellation and replacement accordingly. Without limiting the foregoing, where the shares to be the subject of the Listing are of different nominal values such resolutions may involve the subdivision of the shares of a higher nominal value into shares of the same nominal value as those of a smaller nominal value and (if required) the subsequent consolidation and re-designation of</p>	



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Return of allotment of shares



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

Class of share	A Ordinary
Prescribed particulars	<p>all then resultant shares of the lower nominal value into one class of share with a nominal value appropriate for the Listing.</p> <p>5.6. Each member shall be deemed hereby irrevocably to appoint such person as shall be nominated for this purpose by the Board (with Investor Consent) as his attorney for the purposes of executing and delivering and doing any acts deeds and things as are required on his part by Article 5.5.</p> <p>7. SHARE RIGHTS (VOTING)</p> <p>7.1. Subject to any special rights or restrictions as to voting attached to any Share by, or in accordance with, these articles:</p> <p>7.1.1. on a show of hands at a general meeting every Equity Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or proxies, shall have one vote; and</p> <p>7.1.2. on a vote on:</p> <p>7.1.2.1. a resolution on a poll taken at a general meeting; or</p> <p>7.1.2.2. a written resolution;</p> <p>every Equity Shareholder shall (subject to Articles 7.2 and 7.3) have one vote for every Equity Share he holds.</p> <p>7.2. If a Default has occurred and the Investors deliver a notice in Writing (a "Voting Adjustment Notice") to that effect to the Company, the voting rights attaching to the A Ordinary Shares shall be amended with effect from the date of that Voting Adjustment Notice so that during a Default Period on a poll every A Ordinary Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or by proxies, has 100,000 votes for every A Ordinary Share held by him and so that for the purposes of these Articles the expression "Default Period" shall mean any period during which a Voting Adjustment Notice remains in effect in accordance with the provisions of Article 7.5). If a Default has occurred the Investors will first, without serving an Adjustment Notice, serve notice in writing to the Company, requiring the Default to be rectified, provided that service of any such notice shall be without prejudice to the Investors' right to serve an Adjustment Notice in respect of such Default subsequently if such Default does not cease or is not rectified to its satisfaction.</p> <p>7.3. If the Investors (by an Investor Direction) so direct, any Bad Leaver currently the subject of a Transfer Notice shall not confer the right to receive notice of, attend or vote at any general meeting of the Company (or meeting of any class of Shareholder) and that Share shall not:</p> <p>7.3.1. be counted:</p> <p>7.3.1.1. in determining the total number of votes which may be cast at that meeting;</p> <p>7.3.1.2. for the purposes of a written resolution; or</p> <p>7.3.1.3. for the purposes of a written consent of any Shareholder or class of Shareholders; or</p>



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Return of allotment of shares



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

Class of share	A Ordinary	
Prescribed particulars	<p>7.3.2. entitle the Shareholder who holds that Share to participate in any allotment of Shares pursuant to Article 8.</p> <p>7.4. Except with respect to Shares held by the Founder, Shares subject to Time Conditions which have not been satisfied shall carry no right to vote or receive notice of or attend any meetings of Shareholders.</p> <p>7.5. During a Default Period:</p> <p>7.5.1. the Investors shall exercise their Default Rights only for the purposes of dealing with the actual and likely (in the opinion of the Investors acting reasonably) consequences of the matter in question and (where applicable preventing its reoccurrence) and in relation to:</p> <p>7.5.1.1. a Financial Default, in order to prevent the Company's further financial deterioration and if necessary dealing with any relevant third party in relation thereto; and</p> <p>7.5.1.2. a Contractual Default, in order to correct or minimise the impact of a breach and if necessary dealing with any relevant third party in relation thereto.</p> <p>7.5.2. the exercise of Default Rights in relation to a particular default shall end upon the first to occur of:</p> <p>7.5.2.1. the date on which the Investors notify the Company in writing that the relative Default has ceased or been rectified;</p> <p>7.5.2.2. the date on which the Board (including any Investor Directors in office, acting reasonably and without undue delay) agrees that it shall no longer constitute a Default Period; or</p> <p>7.5.2.3. a Share Sale or Listing.</p> <p>Shares are non-redeemable</p>	

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Return of allotment of 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

Eleanor Pallot

Company name

Slater Heelis

Address

86 Deansgate

Postcode

Manchester

County/Region

Postcode

M

3

2

E

R

Country

Greater Manchester

DX

14310 Manchester 1

Telephone

0161 672 1544



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 shown the date(s) of allotment in Section 2.
- ☐ You have completed all appropriate share details in Section 3.
- ☐ You have completed the appropriate 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